



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

**AGENDA FOR REGULAR MEETING
MARCH 4, 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 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, it should be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

B. US FOREST SERVICE

Report and update.

C. 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.

D. FINANCIAL/AUDIT REPORT

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

E. ASSESSOR'S OFFICE

Brief update and report

F. Receive an update on the work of the Plumas Housing Council, presented by the Almanor Foundation.

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. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in February of 2025, as submitted.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Restpadd-Redding, a psychiatric health facility providing therapeutic and rehabilitation services; effective July 1, 2025; not to exceed \$300,000.00 for fiscal year 2025/26 and 2026/27; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Restpadd-Red Bluff, a psychiatric health facility providing therapeutic and rehabilitation services to youth; effective July 1, 2025; not to exceed \$400,000.00 for fiscal year 2025/26 and 26/27; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Healthcare, an acute psychiatric hospital offering mental health treatment and stabilization services. Effective July 1, 2024; not to exceed \$150,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.
- 4) Requesting the Board to approve and authorize the Chair to sign 5 Service Agreements in the amount of \$10,000 each between the County and current Behavioral Health employees; #100828, #101042, #100567, #100926, #100960 for the MHSA Behavioral Health Employee Loan Assumption Program. The Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current approved MHSA Program and Expenditure Plan, 2023-2026, approved as to form by County Counsel.

C. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name to Ubeo West, LLC; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name to Ubeo West, LLC and amending that all lease invoices for this lease agreement will be generated by and payment shall be made to Canon Financial Services; no additional monies; approved as to form by County Counsel.

D. SOCIAL SERVICES

- 1) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst; (No General Fund Impact) Funds to support this position come from state, federal and realignment dollars.

E. FACILITY SERVICES

- 1) Approve and authorize Facility Services to recruit and fill, funded and allocated, vacant one FTE Maintenance Worker I/II, due to notice of retirement; (General Fund Impact) as approved in FY24/25 recommended budget county promotional only.

F. SOLID WASTE

- 1) Approve and authorize Chair to sign an agreement between Plumas County and Vestra Resources, Inc., for reporting duties associated with Plumas County's Transfer Stations; effective March 4, 2025; not to exceed \$15,950; No General Fund Impact; approved as to form by County Counsel.

G. HUMAN RESOURCES DEPARTMENT

- 1) ****NOTE: This item was originally approved by the Board on February 18, 2025. The original Resolution (2025-9000) omitted the wage range for the approved job classification in the Public Works Department. The updated Resolution is attached to this item****

Adopt **RESOLUTION** amending Resolution 2025-9000 amending the Plumas County Assistant Engineer Job Classification in the Public Works Department, Base Wage \$31.94/hour; (No General Fund impact); road funds; approved as to form by County Counsel.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

- 1) Approve and authorize Chair to sign amendment No.1 to agreement between Walker Ranch Community Services District and Joseph Corron Electric, to amend the term of the agreement from March 21, 2023, through March 20, 2028; No General Fund Impact; Approved as to form by County Counsel.

C. ADJOURN AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

D. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. PLANNING - Tracey Ferguson

- 1) Review the California Advisory Committee on Geographic Names (CACGN) approved replacement names for "Sq_ Carpet Lane" pertaining to Assembly Bill 2022; informational discussion and staff direction; bring back to the Board of Supervisors at the meeting of March 18, 2025, for discussion and possible action.

B. HUMAN RESOURCES DEPARTMENT - Joshua Mizrahi

- 1) Adopt **RESOLUTION** adding new classification wage ranges to the Plumas County Pay Schedule for Assistant Engineer (per Resolution 2025-XXXX) and Transportation Planner (per Resolution 2025-9002) in the Public Works Unit and approve Plumas County's revised Pay Schedule (No General Fund Impact) as approved in the FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

C. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Approve and authorize Chair to sign and ratify Amendment No. 1 to the Agreement between Plumas County Behavioral Health and Kings View Professional Services to include Provider Directory Setup and Support Services; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel; discussion and possible action.

- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Susanville Ford for the fixed asset purchase of Two Ford Escapes; total not to exceed \$66,037.09; (No General Fund Impact) Mental Health Services Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

D. CODE ENFORCEMENT - Jennifer Langston

- 1) Approve the Supplemental Budget transfer request increasing account #48000 (Transfer-In) and account #521911 (Vehicle Abatement Professional Services) by \$15,000 in Department #20450 (Code Enforcement); approved by Auditor Controller; discussion and possible action. **Four/Fifths roll call vote**

5. BOARD OF SUPERVISORS

- A. ENGIE Project Update: Receive a brief project update; discussion item only.
- B. **CONTINUED DISCUSSION FROM FEBRUARY 11, 2025:** Recent Property Tax Assessment Increases; discussion and possible direction to staff.
- C. Treasury Oversight Committee; update on proposed recommendations for committee members; discussion and possible direction to staff
- D. Approve and authorize Chair to sign a Letter of Support to The Honorable Jesse Arrequin, California State Senate, District 07 in support of SB239 (Open Meetings: teleconferencing: subsidiary body), as introduced January 30, 2025; discussion and possible direction to staff.
- E. Approve and authorize Chair to sign a Letter of Support to Honorable Lori Wilson regarding AB 418 (Property taxation: tax defaulted property), as introduced on February 5, 2025; discussion and possible direction to staff.
- F. Approve and authorize Chair to sign a Letter of Support to the Honorable Maria Elena Durazo, regarding SB 346 (Local agencies, transient occupancy taxes: short-term rental facilitator), originally introduced on February 12, 2025; discussion and possible direction to staff.

G. APPOINTMENTS

- 1) Appoint Dayne Lewis to the Plumas County Planning Commission, for a 4-year term, representing District 4; effective March 4, 2025; discussion and possible action.
- 2) **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Greenhorn Creek Community Services District, due to resignation. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

H. CORRESPONDENCE

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

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 (M.S. DOE v County of Plumas, Case No. 2:24-CV-02640-DJC-CSK)
- C. Conference with real property negotiator, regarding: An approximate three-acre parcel being a portion of that certain twenty-one-acre parcel within Section 10, Township North, Range 9 East, MDM. described in Volume 41 of Deeds at page 422, Plumas County Records, Agency Negotiator Joshua Brechtel, Negotiating Parties: Curnow, Discussion of Terms of Payment

- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Claim against the County Request for Leave to Present a Late Claim, filed by Cachet, Bernard, received February 24, 2025.
- F. Conference with Legal Counsel: Claim against the County filed by Bishop, Mark received February 24, 2025

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourned meeting to Tuesday, March 11, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
ASSESSOR'S OFFICE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Cindie Froggatt, Plumas County Assessor
MEETING DATE: March 4, 2025
SUBJECT: ASSESSOR'S OFFICE

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

1. 2017 Plumas Co Asmt Prac Survey - 32apsr0617
2. Plumas Co Asmt Practices Survey - Ita17024
3. Plumas Co Asmt Prac Survey - 2017-024 - 32apsr0617
4. BOE Survey Response

PLUMAS COUNTY ASSESSMENT PRACTICES SURVEY

JUNE 2017

CALIFORNIA STATE BOARD OF EQUALIZATION

SEN. GEORGE RUNNER (RET.), LANCASTER
FIONA MA, CPA, SAN FRANCISCO
JEROME E. HORTON, LOS ANGELES COUNTY
DIANE L. HARKEY, ORANGE COUNTY
BETTY T. YEE

FIRST DISTRICT
SECOND DISTRICT
THIRD DISTRICT
FOURTH DISTRICT
STATE CONTROLLER

DAVID J. GAU, EXECUTIVE DIRECTOR





STATE BOARD OF EQUALIZATION
PROPERTY TAX DEPARTMENT
450 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0064
1-916-274-3350 • FAX 1-916-285-0134
www.boe.ca.gov

SEN. GEORGE RUNNER (RET.)
First District, Lancaster

FIONA MA, CPA
Second District, San Francisco

JEROME E. HORTON
Third District, Los Angeles County

DIANE L. HARKEY
Fourth District, Orange County

BETTY T. YEE
State Controller

DAVID J. GAU
Executive Director

No. 2017/024

June 30, 2017

TO COUNTY ASSESSORS:

**PLUMAS COUNTY
ASSESSMENT PRACTICES SURVEY**

A copy of the Plumas County Assessment Practices Survey Report is enclosed for your information. The Board of Equalization (BOE) completed this survey in fulfillment of the provisions of sections 15640-15646 of the Government Code. These code sections provide that the BOE shall make surveys in specified counties to determine that the practices and procedures used by the county assessor in the valuation of properties are in conformity with all provisions of law.

The Honorable Charles W. Leonhardt, Plumas County Assessor, was provided a draft of this report and given an opportunity to file a written response to the findings and recommendations contained therein. The report, including the assessor's response, constitutes the final survey report, which is distributed to the Governor, the Attorney General, and the State Legislature; and to the Plumas County Board of Supervisors and Grand Jury.

Mr. Leonhardt and his staff gave their complete cooperation during the survey. We gratefully acknowledge their patience and courtesy during the interruption of their normal work routine.

Sincerely,

/s/ Dean R. Kinnee

Dean R. Kinnee
Deputy Director
Property Tax Department

DRK:dcl
Enclosure

TABLE OF CONTENTS

INTRODUCTION.....	1
OBJECTIVE	2
SCOPE AND METHODOLOGY	2
EXECUTIVE SUMMARY	4
FINDINGS AND RECOMMENDATIONS	6
ADMINISTRATION	7
ASSESSMENT ROLL CHANGES	7
EXEMPTIONS	7
ASSESSMENT OF REAL PROPERTY	11
CHANGE IN OWNERSHIP	11
TAXABLE POSSESSORY INTERESTS	12
ASSESSMENT OF PERSONAL PROPERTY AND FIXTURES.....	16
AUDIT PROGRAM	16
VESSELS.....	17
APPENDIX A: STATISTICAL DATA	19
TABLE 1: ASSESSMENT ROLL	19
TABLE 2: CHANGE IN ASSESSED VALUES	19
TABLE 3: GROSS BUDGET AND STAFFING	20
TABLE 4: ASSESSMENT APPEALS	20
TABLE 5: EXEMPTIONS – WELFARE	21
TABLE 6: CHANGE IN OWNERSHIP	21
TABLE 7: NEW CONSTRUCTION	22
TABLE 8: DECLINES IN VALUE	22
APPENDIX B: COUNTY-ASSESSED PROPERTIES DIVISION SURVEY GROUP	23
APPENDIX C: RELEVANT STATUTES AND REGULATIONS	24
ASSESSOR'S RESPONSE TO BOE'S FINDINGS	25

INTRODUCTION

Although county government has the primary responsibility for local property tax assessment, the State has both a public policy interest and a financial interest in promoting fair and equitable assessments throughout California. The public policy interest arises from the impact of property taxes on taxpayers and the inherently subjective nature of the assessment process. The financial interest derives from state law that annually guarantees California schools a minimum amount of funding; to the extent that property tax revenues fall short of providing this minimum amount of funding, the State must make up the difference from the general fund.

The assessment practices survey program is one of the State's major efforts to address these interests and to promote uniformity, fairness, equity, and integrity in the property tax assessment process. Under this program, the State Board of Equalization (BOE) periodically reviews the practices and procedures (surveys) of specified county assessors' offices. This report reflects the BOE's findings in its current survey of the Plumas County Assessor's Office.

The assessor is required to file with the board of supervisors a response that states the manner in which the assessor has implemented, intends to implement, or the reasons for not implementing the recommendations contained in this report. Copies of the response are to be sent to the Governor, the Attorney General, the BOE, and the Senate and Assembly; and to the Plumas County Board of Supervisors and Grand Jury. That response is to be filed within one year of the date the report is issued and annually thereafter until all issues are resolved. The Honorable Charles W. Leonhardt, Plumas County Assessor, elected to file his initial response prior to the publication of our survey; it is included in this report following the Appendixes.

OBJECTIVE

The survey shall "...show the extent to which assessment practices are consistent with or differ from state law and regulations."¹ The primary objective of a survey is to ensure the assessor's compliance with state law governing the administration of local property taxation. This objective serves the three-fold purpose of protecting the state's interest in the property tax dollar, promoting fair treatment of taxpayers, and maintaining the overall integrity and public confidence in the property tax system in California.

The objective of the survey program is to promote statewide uniformity and consistency in property tax assessment by reviewing each specified county's property assessment practices and procedures, and publishing an assessment practices survey report. Every assessor is required to identify and assess all properties located within the county – unless specifically exempt – and maintain a database or "roll" of the properties and their assessed values. If the assessor's roll meets state requirements, the county is allowed to recapture some administrative costs.

SCOPE AND METHODOLOGY

Government Code sections 15640 and 15642 define the scope of an assessment practices survey. As directed by those statutes, our survey addresses the adequacy of the procedures and practices employed by the assessor in the valuation of property, the volume of assessing work as measured by property type, and the performance of other duties enjoined upon the assessor.

Pursuant to Revenue and Taxation Code² section 75.60, the BOE determines through the survey program whether a county assessment roll meets the standards for purposes of certifying the eligibility of the county to continue to recover costs associated with administering supplemental assessments. Such certification is obtained either by satisfactory statistical result from a sampling of the county's assessment roll, or by a determination by the survey team – based on objective standards defined in regulation – that there are no significant assessment problems in the county.

This survey examined the assessment practices of the Plumas County Assessor's Office for the 2014-15 assessment roll. Since this survey did not include an assessment sample pursuant to Government Code section 15640(c), our review included an examination to determine whether "significant assessment problems" exist, as defined by Rule 371.

Our survey methodology of the Plumas County Assessor's Office included reviews of the assessor's records, interviews with the assessor and his staff, and contacts with officials in other public agencies in Plumas County who provided information relevant to the property tax assessment program.

¹ Government Code section 15642.

² Unless otherwise stated, all statutory references are to the California Revenue and Taxation Code and all rule references are to sections of California Code of Regulations, Title 18, Public Revenues.

For a detailed description of the scope of our review of county assessment practices, please refer to the document entitled *Scope of Assessment Practices Surveys*, available on the BOE's website at <http://www.boe.ca.gov/Assessors/pdf/Scopemaster.pdf>. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

We conducted reviews of the following areas:

- Administration

We reviewed the assessor's administrative policies and procedures that affect both the real property and business property assessment programs. Specific areas reviewed include the assessor's budget and staffing, workload, assessment appeals, disaster relief, assessment roll changes, and welfare exemptions.

- Assessment of Real Property

We reviewed the assessor's program for assessing real property. Specific areas reviewed include properties having experienced a change in ownership, new construction assessments, properties experiencing a decline in value, and certain properties subject to special assessment procedures, such as California Land Conservation Act property, taxable possessory interests, and mineral property.

- Assessment of Personal Property and Fixtures

We reviewed the assessor's program for assessing personal property and fixtures. Specific areas reviewed include conducting audits, processing business property statements, business equipment valuation, and manufactured home, aircraft, and vessel assessments.

EXECUTIVE SUMMARY

We examined the assessment practices of the Plumas County Assessor's Office for the 2014-15 assessment roll. This report offers recommendations to help the assessor correct assessment problems identified by the survey team. The survey team makes recommendations when assessment practices in a given area are not in accordance with property tax law or generally accepted appraisal practices. An assessment practices survey is not a comprehensive audit of the assessor's entire operation. The survey team does not examine internal fiscal controls or the internal management of an assessor's office outside those areas related to assessment. In terms of current auditing practices, an assessment practices survey resembles a compliance audit – the survey team's primary objective is to determine whether assessments are being made in accordance with property tax law.

In the area of administration, the assessor is effectively managing programs for staffing, workload, disaster relief, and assessment appeals. However, we made recommendations for improvement in the assessment roll changes and welfare exemptions programs.

In the area of real property assessment, the assessor has effective programs for new construction, declines in value, California Land Conservation Act (CLCA) property, and mineral property. However, we made recommendations for improvement in the change in ownership and taxable possessory interests programs.

In the area of personal property and fixtures assessment, the assessor has effective programs for business property statements, business equipment valuation, aircraft, and manufactured home assessments. However, we made recommendations for improvement in the audit program, and in the assessment of vessels.

Despite the recommendations noted in this report, we found that most properties and property types are assessed correctly, and that the overall quality of the assessment roll meets state standards.

We found no significant assessment problems as defined in Rule 371. Since Plumas County was not selected for assessment sampling pursuant to Government Code section 15643(b), this report does not include the assessment ratios that are generated for surveys that include assessment sampling. Accordingly, pursuant to section 75.60, Plumas County continues to be eligible for recovery of costs associated with administering supplemental assessments.

OVERVIEW OF PLUMAS COUNTY

Plumas County lies in the northeastern portion of the state, at the far northern end of the Sierra Nevada range, about 225 miles northeast of San Francisco and adjacent to the border with the state of Nevada. The county encompasses 2,553 square miles of land area and 60 square miles of water. More than three-quarters of Plumas County is in a national forest and the area features more than 100 natural and artificial lakes.



Plumas County is bordered by the counties of Sierra to the south, Yuba to the southwest, Butte and Tehama to the west, Shasta to the northwest, and Lassen to the north and east. Plumas County was chartered in 1854 and was named after the numerous branches of the Feather River that originate within Plumas County. The county has a population of about 18,600. The city of Portola is the only incorporated city, and the county seat is Quincy.

Plumas County's local assessment roll value ranks 49th among the 58 California counties for the 2014-2015 assessment year, with a total assessed value of \$3,251,182,000.³

³ Statistics provided by California State Board of Equalization Annual Report, Table 7 – Assessed Value of County-Assessed Property Subject to General Property Taxes.

FINDINGS AND RECOMMENDATIONS

As noted previously, our review concluded that the Plumas County assessment roll meets the requirements for assessment quality established by section 75.60. This report does not provide a detailed description of all areas reviewed; it addresses only the deficiencies discovered.

Following is a list of the formal recommendations contained in this report.

- RECOMMENDATION 1:** Add penalty and interest when terminating erroneous homeowners' exemptions.....7
- RECOMMENDATION 2:** Improve the exemptions program by: (1) properly notifying claimants when denying the welfare exemption, (2) verifying whether an organization holds a valid OCC, (3) properly applying late-filing provisions for welfare exemption claims that are not timely filed, and (4) exempting only those areas used for exempt purposes for Veterans' Organizations.....9
- RECOMMENDATION 3:** Apply penalties for late filing or non-filing of BOE-100-B, *Statement of Change in Control and Ownership of Legal Entities*.12
- RECOMMENDATION 4:** Improve the assessment of taxable possessory interests by: (1) including a property tax component when developing the capitalization rate only when appropriate, (2) adding the present worth of unpaid rents to the nominal sale price as required by Rule 21, (3) consistently deducting allowable expenses from gross income when valuing taxable possessory interests by the income approach-direct method, (4) properly issuing supplemental assessments for taxable possessory interests, and (5) excluding taxable possessory interests established by month-to-month agreements from supplemental assessments in accordance with section 75.5.13
- RECOMMENDATION 5:** Modify the audit selection procedure to correctly develop the pool of largest audit accounts as defined by section 469.16
- RECOMMENDATION 6:** Correctly apply the BOE annual vessel valuation factors when using these factors to determine the current market value of vessels.....17

ADMINISTRATION

Assessment Roll Changes

Each year the assessor must complete the local assessment roll and deliver it to the auditor by July 1. Once the roll is delivered to the auditor, any correction that would decrease the amount of unpaid taxes requires the consent of the board of supervisors. All changes to the roll are authorized by specific statutes, and any roll change must be accompanied by the appropriate statutory reference.

Assessment roll changes fall under two general categories: escape assessments and corrections. An escape assessment is an assessment of property that was not assessed or was underassessed, for any reason, on the original roll. A correction is any type of authorized change to an existing assessment except for an underassessment caused by an error or omission of the assessee.⁴

While the assessor has an effective program for assessment roll changes, we noted an area in need of improvement.

RECOMMENDATION 1: Add penalty and interest when terminating erroneous homeowners' exemptions.

We found the assessor does not add a penalty and interest when terminating an erroneous homeowners' exemption caused by a taxpayer's failure to timely notify the assessor that the property no longer qualifies for the exemption.

Section 531.6 provides that the taxpayer who has filed a claim for the homeowner's exemption is responsible for notifying the assessor when the property is no longer eligible for exemption. If a homeowners' exemption has been incorrectly allowed, as a result of an assessee's error, an escape assessment with interest as provided in section 506 shall be made. Section 531.6 further provides that if the exemption was allowed because the claimant failed to notify the assessor in a timely manner that the property was no longer eligible for the exemption, the penalty provided by section 504 shall be added.

The assessor's practice does not conform to the specific requirements of section 531.6.

Exemptions

Article XIII, section 1 of the California Constitution sets forth the general principle that all property is taxable unless otherwise provided. Section 3 of article XIII authorizes exemption of

⁴ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Assessment Roll Changes*, available on the BOE's website at

http://www.boe.ca.gov/Assessors/pdf/AssessmentRollChanges_Scope.pdf.

Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

certain types of property from property taxation and section 4 authorizes the Legislature to exempt certain other types of property from property taxation.⁵

Our review of the assessor's exemptions program included only the welfare exemption.

Welfare Exemption

Article XIII, section 4(b) of the California Constitution authorizes the Legislature to exempt property owned and used exclusively for religious, hospital, or charitable purposes by organizations formed and operated exclusively for those purposes. When the Legislature enacted section 214 to implement this constitutional provision, a fourth purpose (scientific) was added. Both the organizational and property use requirements must be met for the exemption to be granted.

The welfare exemption is co-administered by the BOE and county assessors. The BOE is responsible for determining whether an organization itself is eligible for the welfare exemption and for issuing either *Organizational Clearance Certificates* (OCCs) to qualified organizations or *Supplemental Clearance Certificates* (SCCs) to limited partnerships, which have a qualified organization as the managing general partner, that own and operate low-income housing. The assessor is responsible for determining whether the use of a qualifying organization's property is eligible for exemption and for approving or denying exemption claims.

The assessor may not grant a welfare exemption on an organization's property unless the organization holds a valid OCC issued by the BOE or a valid SCC issued by the BOE if the property is a low-income housing property owned and operated by a limited partnership, which has a qualified organization (OCC holder) as the managing general partner. The assessor may, however, deny an exemption claim based on non-qualifying use of the property, notwithstanding that the BOE has issued an OCC or SCC to the claimant.

The office manager processes initial welfare exemption claims and subsequent annual claims.

We reviewed a variety of welfare exemption claims, including fully exempt claims, partial exemptions, late filings, first-time filings, and annual claims. We noted a number of improvements utilized by the assessor to maintain the welfare exemption program since our last survey. For example, most files we reviewed indicated that field inspections had been conducted, and then documented with completed BOE-267-FIR field inspection reports. However, we discovered areas where additional changes could further improve the program.

⁵ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Exemptions*, available on the BOE's website at http://www.boe.ca.gov/Assessors/pdf/exemptions_general.pdf. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

RECOMMENDATION 2: Improve the exemptions program by: (1) properly notifying claimants when denying the welfare exemption, (2) verifying whether an organization holds a valid OCC, (3) properly applying late-filing provisions for welfare exemption claims that are not timely filed, and (4) exempting only those areas used for exempt purposes for Veterans' Organizations.

Properly notify claimants when denying the welfare exemption.

We discovered that in some cases, the assessor does not properly notify claimants when their application for an exemption is denied. The assessor does not mail proper notices when annual filings are filed late, or for annual filings when only a portion of a property is determined to be eligible for the exemption. For example, if a portion of a property becomes ineligible for a full exemption or if a property received an 85 percent exemption for 2013 due to late filing, and then received the same percentage in 2014, no notification is sent to the claimant in 2014 to notify them that a portion of their property continues to be ineligible for the welfare exemption. In addition, in cases when a written notification is provided, the notice does not include a statement that the property, or a portion of the property, is ineligible for the welfare exemption, nor does it include a statement that the claimant may seek a refund if there is a disagreement with the assessor's findings.

Section 254.5(c)(2) provides that if the assessor finds the claimant's property ineligible for the welfare exemption, the assessor must notify the claimant in writing of that finding. The assessor must also provide notification that the claimant may seek a refund of property taxes by filing a claim for refund with the county board of supervisors. If the claim for refund is denied, the organization may file a refund action in superior court.⁶

By not issuing a finding sheet notifying claimants when a property is denied an exemption, the assessor is not providing proper notification to the claimant.

Verify whether an organization holds a valid OCC.

We noted instances when the assessor granted an exemption for multiple years without reviewing the BOE website for active OCCs when processing annual exemption claims.

Prior to granting an annual exemption, the assessor should review the list of active OCCs on the BOE website to confirm the validity of an organization's OCC. Under section 214, a claimant is not eligible for an exemption unless or until it obtains a valid OCC.

By not consistently reviewing the BOE website for the validity of a claimant's OCC, the assessor may improperly issue exemptions to taxpayers that do not qualify for the exemption.

⁶ Refer to Letter To Assessors (LTA) 2014/058, *Effective Administrative Practices – Welfare Exemptions*, for further discussion.

Properly apply late-filing provisions for welfare exemption claims that are not timely filed.

We found that in some instances the assessor granted 90 percent of the eligible exemption amount on property, but did not cap the penalty at \$250.

Section 255(a) provides that annual claims for the welfare exemption must be filed with the assessor between January 1 and 5 p.m. on February 15. Section 270 states that 90 percent of any tax, penalty, or interest will be cancelled or refunded if the claim is filed on or before January 1 of the next calendar year. If a claim is filed with the assessor after January 1 of the next calendar year, then 85 percent of any tax, penalty, or interest shall be cancelled or refunded. However, section 270(b) provides that the total amount of tax, penalty, and interest may not exceed \$250.

Further, for a welfare exemption claim filed on property acquired after the lien date, section 271(a) provides that it is considered filed timely if filed within 90 days from the first day of the month following the month in which the property was acquired or by February 15 of the following calendar year, whichever occurs earlier. If the claimant does not file within the prescribed time period, but files later, then 85 percent of any tax, penalty, or interest is cancelled or refunded. In addition, section 271(c) provides that any tax, penalty, or interest exceeding \$250 in total amount shall be cancelled or refunded.

By not properly applying late-filing provisions on welfare exemption claims, the assessor is not in compliance with statutory requirements.

Exempt only those areas used for exempt purposes for Veterans' Organizations.

In general, most areas of veterans' organization properties do not qualify for exemption because they are used for social rather than exempt purposes. In the case of the veterans' organization claimant in Plumas County, the assessor granted the property a 90 percent exemption although the claim revealed that a one-bedroom apartment on the property was being utilized as a storage area, and other portions of the facility are also utilized for qualifying purposes.

Section 215.1 states the exemption extends to "All buildings, and so much of the real property on which the buildings are situated as may be required for the convenient use and occupation of the buildings, used exclusively for charitable purposes,..." In addition, section 214(a)(5) provides for the exemption if the property is not used for fraternal or lodge purposes, or for social club purposes except where that use is clearly incidental to a primary religious, hospital, scientific, or charitable purpose.

The assessor must exempt only areas used exclusively for exempt activity. The exemption of non-qualifying property or portions thereof, is improper and conflicts with statutes.

ASSESSMENT OF REAL PROPERTY

Change in Ownership

Section 60 defines change in ownership as a transfer of a present interest in real property, including the beneficial use thereof, the value of which is substantially equal to the value of the fee simple interest. Sections 61 through 69.5 further clarify what is considered a change in ownership and what is excluded from the definition of a change in ownership for property tax purposes. Section 50 requires the assessor to enter a base year value on the roll for the lien date next succeeding the date of the change in ownership; a property's base year value is its fair market value on the date of the change in ownership.⁷

Legal Entity Ownership Program (LEOP)

Section 64 provides that certain transfers of ownership interests in a legal entity constitute a change in ownership of all real property owned by the entity and any entities under its ownership control. Rule 462.180 interprets and clarifies section 64, providing examples of transactions that either do or do not constitute a change in entity control and, hence, either do or do not constitute a change in ownership of the real property owned by the entity. Discovery of these types of changes in ownership is difficult for assessors, because ordinarily there is no recorded document evidencing a transfer of an ownership interest in a legal entity.

To assist assessors, the BOE's LEOP section gathers and disseminates information regarding changes in control and ownership of legal entities that hold an interest in California real property. On a monthly basis, LEOP transmits to each county assessor a listing, with corresponding property schedules, of legal entities that have reported a change in control under section 64(c) or change in ownership under section 64(d). However, because the property affected is self-reported by the person or entity filing information with the BOE, LEOP advises assessors to independently research each entity's property holdings to determine whether all affected parcels have been identified and properly reappraised.

Sections 480.1, 480.2, and 482 set forth the filing requirements and penalty provisions for reporting of legal entity changes in control under section 64(c) and changes in ownership under section 64(d). A change in ownership statement must be filed with the BOE within 90 days of the date of change in control or change in ownership; reporting is made on BOE-100-B, *Statement of Change in Control and Ownership of Legal Entities*. Section 482(b) provides for application of a penalty if a person or legal entity required to file a statement under sections 480.1 and 480.2 does not do so within 90 days from the earlier of (1) the date of change in control or ownership or (2) the date of written request by the BOE. The BOE advises county assessors of entities that are subject to penalty, so they can impose the applicable penalty to the entity's real property.

⁷ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Change in Ownership*, available on the BOE's website at http://www.boe.ca.gov/Assessors/pdf/cio_general.pdf. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

The assessor discovers changes in control or ownership of legal entities by checking the monthly LEOP *Entities Indicating a Change in Control and Ownership by County* reports and annual *Non-Response List* from the BOE. The assessor also discovers potential changes in control or changes in ownership of legal entities from changes in signage, local news reports, fictitious name statements, and the staff's personal knowledge. Parcels located within the county are identified and reviewed, along with other properties affiliated with the entity, to ensure all of the entity's affected real property is reassessed.

However, we found an area in need of improvement.

RECOMMENDATION 3: Apply penalties for late filing or non-filing of BOE-100-B, *Statement of Change in Control and Ownership of Legal Entities*.

We reviewed several records and found that penalties were not being applied for non-response and late filings.

Section 482 provides that if a person or legal entity required to file a statement described in section 480.1 or 480.2 fails to do so within 90 days from the earlier of (1) the date of the change in control or the change in ownership of the corporation, partnership, limited liability company, or other legal entity, or (2) the date of a written request by the State Board of Equalization, a penalty of 10 percent of the taxes applicable to the new base year value, not to exceed certain maximum amounts, reflecting the change in control or change in ownership of the real property owned by the corporation, partnership, or legal entity, or 10 percent of the current year's taxes on that property if no change in control or change in ownership occurred, shall be added by the county assessor to the assessment made on the roll. The penalty shall apply for failure to file a complete statement with the board notwithstanding the fact that the board determines that no change in control or change in ownership has occurred as defined in subdivisions (c)(1) and (d) of section 64. In addition, section 482(f) provides the notice of any penalty added to either the secured or the unsecured roll pursuant to this section shall be mailed to the transferee.

By failing to apply the penalty for late filing, the assessor is not in compliance with section 482.

Taxable Possessory Interests

A taxable possessory interest results from the possession, a right to possession, or a claim to a right to possession of publicly owned real property, in which the possession provides a private benefit to the possessor and is independent, durable, and exclusive of rights held by others. The assessment of a taxable possessory interest in tax-exempt publicly owned property is based on the value of the rights held by the possessor; the value of the rights retained by the public owner is almost always tax exempt.⁸

⁸ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Taxable Possessory Interests*, available on the BOE's website at http://www.boe.ca.gov/Assessors/pdf/tpi_general.pdf. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

The assessor enrolled 447 taxable possessory interests on the 2014-15 unsecured assessment roll totaling \$26,624,952. The county has a low-value property exemption resolution that exempts taxable possessory interests arising from a temporary use in a publicly owned fairground, fairground facility, convention facility, or cultural facility, with a full value \$50,000 or less.

We found areas in need of improvement in the assessment of taxable possessory interests.

RECOMMENDATION 4: Improve the assessment of taxable possessory interests by: (1) including a property tax component when developing the capitalization rate only when appropriate, (2) adding the present worth of unpaid rents to the nominal sale price as required by Rule 21, (3) consistently deducting allowable expenses from gross income when valuing taxable possessory interests by the income approach-direct method, (4) properly issuing supplemental assessments for taxable possessory interests, and (5) excluding taxable possessory interests established by month-to-month agreements from supplemental assessments in accordance with section 75.5.

Include a property tax component when developing the capitalization rate only when appropriate.

We found a number of taxable possessory interests where the assessed value was estimated with the inclusion of a property tax component in the capitalization rate when the possessor pays the property taxes.

Under subdivision (f) of Rule 8, the capitalization rate should include a component for property taxes, where applicable. According to Assessors' Handbook Section 510, *Assessment of Taxable Possessory Interests* (AH 510), when the landlord (lessor) is responsible for paying the property taxes, the capitalization rate should include a component for property taxes. However, if the tenant is responsible for paying the property taxes in addition to rent, the capitalization rate should not include a component for property taxes. With most taxable possessory interests, the possessory interest tax is paid by the tenant (lessee or possessor) in addition to rent and, therefore, the capitalization rate typically should not include a component for property taxes.

Improperly including a component for property taxes may cause the assessor to apply an inappropriate capitalization rate and enroll incorrect assessments.

Add the present worth of unpaid rents to the nominal sale price as required by Rule 21.

Upon the sale of a cabin situated on U. S. Forest Service land, it is the assessor's practice to enroll the sale price of the cabin as the taxable value of the possessory interest, allocating the value between land and improvements. The assessor does not adjust the sale price for unexpired contract rents assumed by the buyer of the property, asserting that buyers are essentially paying fee value for the land on which the cabins are located without adding the present value of the unpaid rents.

The direct method of the comparative sales approach is one of the generally accepted methods for valuing a taxable possessory interest and is described in Rule 21, subdivision (e)(1)(A). In this method, an important adjustment to the reported purchase price is the addition of the present value of the unpaid future contract rent over the remaining term of possession.

Absent a current or updated study showing that sales prices reflect, as the assessor asserts, the fee values of the lands on which the cabins are located, the assessor should add to each sales price the present worth of any unpaid future contract rents as provided in Rule 21(e)(1)(A). Otherwise, the assessor's practice may result in underassessments.

Consistently deduct allowable expenses from gross income when valuing taxable possessory interests by the income approach-direct method.

When valuing possessory interests by the income approach-direct method, the assessor does not consistently include deductions from the gross rent for expenses incurred by the public lessor; expenses are deducted for some assessments but not for others.

AH 510 provides that allowed expenses paid by the public owner should be deducted from the estimated economic rent. Rule 21(e)(3)(C) provides that the income to be capitalized in the valuation of a taxable possessory interest is the "net return" (as defined in subdivision (c) of Rule 8) attributable to the taxable possessory interest. Rule 8(c) provides it is appropriate to reduce a lessor's rental income for typical management and other property-related expenses incurred by the lessor. A public owner will incur at least some management expenses with each taxable possessory interest. Certain lease agreements may require the public owner to pay for insurance, maintenance, or utilities.

By not consistently deducting all allowable expenses, the assessor is not treating all taxpayers equally and may be overstating the value of some taxable possessory interests.

Properly issue supplemental assessments for taxable possessory interests.

We reviewed a number of taxable possessory interest appraisals related to newly created taxable possessory interests or changes in ownership. We found the assessor is improperly offsetting the new base year value against the existing roll value when calculating the amount of the supplemental assessment and, in a number of cases, is not issuing supplemental assessments when appropriate.

Taxable possessory interests, like other real property, are subject to supplemental assessment whenever there is a change in ownership or completed new construction. Section 61(b) provides that the creation, renewal, extension, or assignment of a taxable possessory interest is a change in ownership. Section 75.11 provides that there shall be a supplemental assessment following a change in ownership or completion of new construction. AH 510, at pages 59-60, advises that the supplemental assessment amount for a newly created taxable possessory interest should be based on its fair market value without offset for a prior value on the regular assessment roll.

The assessor's failure to properly issue supplemental assessments is contrary to statute, and results in unequal treatment of taxpayers.

Exclude newly created taxable possessory interests established by month-to-month agreements from supplemental assessments in accordance with section 75.5.

The assessor issues supplemental assessments on newly created taxable possessory interests established by a month-to-month agreement. Upon the creation of these taxable possessory interests, the assessor establishes base year values and issues supplemental assessments. However, section 75.5(b) excludes newly created taxable possessory interests established by month-to-month agreements, with a full cash value of \$50,000 or less, from supplemental assessment. The assessor's policy is contrary to this statutory provision.

ASSESSMENT OF PERSONAL PROPERTY AND FIXTURES

Audit Program

County assessors are required to annually conduct a significant number of audits as specified in section 469. The significant number of audits required is at least 75 percent of the fiscal year average of the total number of mandatory audits the assessor was required to have conducted during the 2002-03 fiscal year to the 2005-06 fiscal year, with 50 percent of those to be selected from a pool of those taxpayers with the largest assessments.⁹

For Plumas County, the minimum required number of audits to be conducted each year is three, with the additional requirement that 50 percent of those audits are to be performed on taxpayers selected from a pool of those taxpayers that have the largest assessments of locally assessable trade fixtures and business tangible personal property in the county.¹⁰ Although the assessor has budgeted a half-time position, the auditor-appraiser function remains unfilled. To fulfill this function, the assessor relies on the intercounty cooperative property tax audit program referred to as California Counties Cooperative Audit Services Exchange (CCCASE). Through the CCCASE program, certified auditor-appraisers from other counties conduct the audits. The assessor then reviews the audit results.

The assessor completed 6 audits for 2010-11, 5 audits for 2011-12, 4 audits for 2012-13, 3 audits for 2013-14, and 4 audits for 2014-15 roll years. However, we found an area in need of improvement.

RECOMMENDATION 5: Modify the audit selection procedure to correctly develop the pool of largest audit accounts as defined by section 469.

We found the assessor does not follow the audit selection requirements prescribed by section 469 when determining the pool of taxpayers with the largest assessments each year. The assessor selects audits from a report that lists business accounts with assessments greater than \$400,000, but does not rank the accounts in descending order as described in section 469. As a result, for the 2012-13 and 2014-15 roll years, the assessor did not conduct the minimum number of audits selected from the pool of taxpayers with the largest assessments as required.

Section 469 requires the assessor to rank all taxpayers annually in the county in descending order by their total locally assessed value of both trade fixtures and business tangible personal property. Rule 192(a)(6) states that the "taxpayers with largest assessments" means taxpayers that have the largest assessments of locally assessable trade fixtures and business tangible personal property in the county for the applicable year of audit selection.

⁹ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Audit Program*, available on the BOE's website at http://www.boe.ca.gov/Assessors/pdf/auditprogram_general.pdf. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

¹⁰ Refer to Letter To Assessors LTA 2009/049, *Significant Number of Business Property Audits*.

The assessor cannot be in compliance with section 469 without first accurately identifying the pool of largest audit accounts. By failing to comply with section 469, the assessor risks not auditing the largest assessments for the current year and, as a result, may allow taxable property to escape assessment permanently.

Vessels

The primary sources used for the discovery of assessable vessels include reports from the State Department of Motor Vehicles (DMV), referrals from other counties, information provided by the vessel owners themselves, certificates of documentation issued by the United States Coast Guard, harbormasters' reports, and field canvassing.¹¹

Vessels include every description of watercraft used for pleasure, transportation, scientific research, and commercial activities. For the purposes of California property taxation, pursuant to sections 401 and 401.3, vessels are valued at their fair market value every year as of the January 1 lien date.

The assessment of vessels is the responsibility of the property transfer analyst; prior to enrollment, values are reviewed by a certified property appraiser. The assessor's primary sources of discovery include reports from the DMV, marina reports, and referrals from other counties.

We reviewed several vessel assessments and found the assessor correctly adds a sales tax component of value, makes adjustments for vessel condition, motor and motor condition, accessories, and deducts for trailers when appropriate. However, we found an area in need of improvement.

RECOMMENDATION 6: Correctly apply the BOE annual vessel valuation factors when using these factors to determine the current market value of vessels.

We found the assessor did not correctly update the property tax assessment system's vessel factor table with the BOE annual vessel valuation factors.

According to Assessors' Handbook section 504, *Assessment of Personal Property and Fixtures*, the use of valuation factors should be supported by a recognized sampling method. To utilize sampling of current market evidence, assessors must develop and use recognized methods that will be accepted with confidence by the BOE and property owners. In lieu of developing county-specific valuation factors, the assessor may use the annual vessel valuation factors provided by the BOE. In order to promote uniformity of vessel assessments among counties within California, the BOE annually produces and publishes market derived vessel valuation factors for use by assessors since the 2009 lien date. These vessel valuation factors were developed with the assistance of county assessors for use in the mass appraisal of vessels when determining a value for property taxation purposes.

¹¹ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Vessels*, available on the BOE's website at http://www.boe.ca.gov/Assessors/pdf/vessels_general.pdf. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

By not updating the property tax assessment system's vessel factor table with the current BOE annual valuation factors, the assessor is likely not assessing vessels at their current market value.

APPENDIX A: STATISTICAL DATA

Table 1: Assessment Roll

The following table displays information pertinent to the 2014-15 assessment roll:¹²

	PROPERTY TYPE	ENROLLED VALUE
Secured Roll	Land	\$1,152,237,233
	Improvements	\$1,976,133,211
	Fixtures	\$56,102,531
	Personal Property	\$22,700,695
	Total Secured	\$3,207,173,670
Unsecured Roll	Land	\$14,595,782
	Improvements	\$26,796,675
	Fixtures	\$10,023,669
	Personal Property	\$47,537,137
	Total Unsecured	\$98,953,263
Exemptions¹³		(\$54,945,015)
	Total Assessment Roll	\$3,251,181,918

Table 2: Change in Assessed Values

The next table summarizes the change in assessed values over recent years:¹⁴

ROLL YEAR	TOTAL ROLL VALUE	CHANGE	STATEWIDE CHANGE
2014-15	\$3,251,182,000	1.2%	6.2%
2013-14	\$3,212,303,000	-0.5%	4.3%
2012-13	\$3,227,726,000	-2.8%	1.4%
2011-12	\$3,319,558,000	-6.7%	0.1%
2010-11	\$3,558,427,000	-8.3%	-1.9%

¹² Roll values are from BOE 822 Report, *Report of Assessed Values By City*.

¹³ The value of the Homeowners' Exemption is excluded from the exemptions total.

¹⁴ Roll Values and Statewide changes are from the California State Board of Equalization Annual Report, Table 7.

Table 3: Gross Budget and Staffing

The assessor's budget has decreased from \$709,479 in 2010-11 to \$667,297 in 2014-15

Presently, the number of permanent employees totals 8 and includes 5 real property appraisers (including the assessor and the chief appraiser), 1 office manager, 1 property transfer analyst, and 1 cadastral drafting specialist. In addition, the assessor has two extra help part time staff.

The following table sets forth the assessor's gross budget and staffing over recent years:¹⁵

BUDGET YEAR	GROSS BUDGET	PERCENT CHANGE	PERMANENT STAFF
2014-15	\$667,297	-2.8%	8
2013-14	\$686,860	9.7%	8
2012-13	\$626,049	-12.1%	8
2011-12	\$712,276	0.4%	8
2010-11	\$709,479	-2.4%	8

Table 4: Assessment Appeals

The following table shows the number of assessment appeals filed in recent years:¹⁶

ROLL YEAR	ASSESSMENT APPEALS FILED
2014-15	26
2013-14	23
2012-13	22
2011-12	22
2010-11	52

¹⁵ The assessor provided budget information for 2010-11, 2011-12, and 2012-13 during survey fieldwork. Information for 2013-14 and 2014-15 was provided by *A Report on Budgets, Workloads, and Assessment Appeals Activities in California Assessors' Offices*.

¹⁶ Statistics provided by *A Report on Budgets, Workloads, and Assessment Appeals Activities in California Assessors' Offices*.

Table 5: Exemptions – Welfare

The following table shows welfare exemption data in recent years:¹⁷

ROLL YEAR	WELFARE EXEMPTIONS	EXEMPTED VALUE
2014-15	45	\$22,456,694
2013-14	39	\$21,760,388
2012-13	35	\$21,159,764
2011-12	37	\$22,184,277
2010-11	39	\$24,938,327

Table 6: Change in Ownership

The following table shows the total number of reappraisable transfers processed in recent years:¹⁸

ROLL YEAR	REAPPRAISABLE TRANSFERS
2014-15	1,482
2013-14	1,627
2012-13	1,482
2011-12	1,448
2010-11	1,389

¹⁷ Statistics provided by BOE-802, *Report on Exemptions*.

¹⁸ The assessor provided transfers information during survey fieldwork.

Table 7: New Construction

The following table shows the total number of new construction assessments processed in recent years:¹⁹

ROLL YEAR	NEW CONSTRUCTION ASSESSMENTS
2014-15	32
2013-14	27
2012-13	N/A
2011-12	N/A
2010-11	N/A

Table 8: Declines In Value

The following table shows the total number of decline-in-value assessments in recent years:²⁰

ROLL YEAR	DECLINE-IN-VALUE ASSESSMENTS
2014-15	8,071
2013-14	8,769
2012-13	9,549
2011-12	9,276
2010-11	8,429

¹⁹ The assessor provided this information during survey fieldwork.

²⁰ The assessor provided information for 2010-11 through 2013-14 during survey fieldwork. Information for 2014-15 was provided by *A Report on Budgets, Workloads, and Assessment Appeals Activities in California Assessors' Offices*.

APPENDIX B: COUNTY-ASSESSED PROPERTIES DIVISION SURVEY GROUP

Plumas County

Chief

David Yeung

Survey Program Director:

Diane Yasui

Manager, Property Tax

Survey Team Supervisor:

Teresa Quento

Supervisor, Property Tax

Survey Team:

James McCarthy

Senior Petroleum and Mining Appraisal Engineer

Teresa Nguyen

Business Taxes Specialist I

Gary Coates

Associate Property Appraiser

Lee Coleman

Associate Property Appraiser

Jay Price

Associate Property Appraiser

Paula Montez

Associate Property Auditor-Appraiser

Eric Santana

Assistant Property Appraiser

APPENDIX C: RELEVANT STATUTES AND REGULATIONS

Reference	Description
<i>Government Code</i>	
§15640	Survey by board of county assessment procedures.
§15641	Audit of records; appraisal data not public.
§15642	Research by board employees.
§15643	When surveys to be made.
§15644	Recommendations by board.
§15645	Survey report; final survey report; assessor's report.
§15646	Copies of final survey reports to be filed with local officials.
<i>Revenue and Taxation Code</i>	
§75.60	Allocation for administration.
<i>Title 18, California Code of Regulations</i>	
Rule 370	Random selection of counties for representative sampling.
Rule 371	Significant assessment problems.

ASSESSOR'S RESPONSE TO BOE'S FINDINGS

Section 15645 of the Government Code provides that the assessor may file with the Board a response to the findings and recommendations in the survey report. The survey report, the assessor's response, and the BOE's comments on the assessor's response, if any, constitute the final survey report.

The Plumas County Assessor's response begins on the next page. The BOE has no comments on the response.

PLUMAS COUNTY ASSESSOR

1 Crescent Street, • Quincy, CA 95971 • (530) 283-6380 • Fax (530) 283-6195



CHARLES W. LEONHARDT
ASSESSOR

May 22, 2017

Mr. David Yeung, Chief
County Property Taxes Division
State Board of Equalization
P.O. Box 942870
Sacramento, Ca. 94279-0062

Dear Mr. Yeung,

In accordance with section 15645(b) of the California Government Code, please find enclosed my response to the recommendations made by the State Board of Equalization Assessment Practices Survey report dated May 2017.

I would like to express my appreciation to your Survey Team for the professionalism and courtesy extended to my staff during the survey process.

You will find that I concur with most of your recommendations and have already implemented many of them. Other recommendations are currently under study and may be implemented in the future as our investigation concludes. Please find my responses attached.

I would also like to take this opportunity to thank my staff for their hard work, professionalism and dedication to Plumas County and its taxpayers. Their commitment to excellence in both the technical and customer service areas are greatly appreciated.

Sincerely,

A blue ink signature of Charles W. Leonhardt, written in a cursive style.

Charles W. Leonhardt, Assessor.

Response to
Survey Recommendations

Recommendation 1: Add penalty and Interest when terminating erroneous Homeowner's exemptions.

We concur and have implemented these changes.

Recommendation 2: Improve exemptions program by: (1) Properly notifying claimants when denying the welfare exemption, (2) verifying whether an organization holds a valid OCC, (3) properly applying late filing penalty provisions for welfare exemption claims that are not timely filed, and (4) exempting only those areas used for exempt purposes for Veteran's Organizations.

We concur and have implemented these changes.

Recommendation 3: Apply penalties for late filing or non-filing of BOE-100-B, *Statement of Change of Control of Legal Entities*.

We concur and have implemented these changes.

Recommendation 4: Improve the assessment of taxable possessory interests by: (1) including a property tax component when developing the capitalization rate only when appropriate, (2) adding the present worth of unpaid rents to the nominal sales price as requires by Rule 21, (3) consistently deducting allowable expenses from gross income when valuing taxable possessory interests by the direct income approach, (4) properly issuing supplemental assessments for taxable possessory interests, and (5) excluding taxable possessory interests established by month to month agreements from supplemental assessments in accordance with section 75.5.

We concur with most of these recommendations and have either have implemented or are in the process of studying the implementation of them.

Recommendation 5: Modify the audit selection procedure to correctly develop the pool of largest, audit accounts as defined by section 469.

We concur and have implemented these changes.

Recommendation 6: Correctly apply the BOE annual vessel valuation factor when using these factors to determine the current market value of vessels.

We concur and have implemented this change.



STATE BOARD OF EQUALIZATION
PROPERTY TAX DEPARTMENT
450 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0064
1-916-274-3350 • FAX 1-916-285-0134
www.boe.ca.gov

SEN. GEORGE RUNNER (RET.)
First District, Lancaster

FIONA MA, CPA
Second District, San Francisco

JEROME E. HORTON
Third District, Los Angeles County

DIANE L. HARKEY
Fourth District, Orange County

BETTY T. YEE
State Controller

DAVID J. GAU
Executive Director

No. 2017/024

June 30, 2017

TO COUNTY ASSESSORS:

**PLUMAS COUNTY
ASSESSMENT PRACTICES SURVEY**

A copy of the [Plumas County Assessment Practices Survey](#) Report is enclosed for your information. The Board of Equalization (BOE) completed this survey in fulfillment of the provisions of sections 15640-15646 of the Government Code. These code sections provide that the BOE shall make surveys in specified counties to determine that the practices and procedures used by the county assessor in the valuation of properties are in conformity with all provisions of law.

The Honorable Charles W. Leonhardt, Plumas County Assessor, was provided a draft of this report and given an opportunity to file a written response to the findings and recommendations contained therein. The report, including the assessor's response, constitutes the final survey report, which is distributed to the Governor, the Attorney General, and the State Legislature; and to the Plumas County Board of Supervisors and Grand Jury.

Mr. Leonhardt and his staff gave their complete cooperation during the survey. We gratefully acknowledge their patience and courtesy during the interruption of their normal work routine.

Sincerely,

/s/ Dean R. Kinnee

Dean R. Kinnee
Deputy Director
Property Tax Department

DRK:dcl
Enclosure

PLUMAS COUNTY ASSESSMENT PRACTICES SURVEY

JUNE 2017

CALIFORNIA STATE BOARD OF EQUALIZATION

SEN. GEORGE RUNNER (RET.), LANCASTER
FIONA MA, CPA, SAN FRANCISCO
JEROME E. HORTON, LOS ANGELES COUNTY
DIANE L. HARKEY, ORANGE COUNTY
BETTY T. YEE

FIRST DISTRICT
SECOND DISTRICT
THIRD DISTRICT
FOURTH DISTRICT
STATE CONTROLLER

DAVID J. GAU, EXECUTIVE DIRECTOR





STATE BOARD OF EQUALIZATION
PROPERTY TAX DEPARTMENT
450 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0064
1-916-274-3350 • FAX 1-916-285-0134
www.boe.ca.gov

SEN. GEORGE RUNNER (RET.)
First District, Lancaster

FIONA MA, CPA
Second District, San Francisco

JEROME E. HORTON
Third District, Los Angeles County

DIANE L. HARKEY
Fourth District, Orange County

BETTY T. YEE
State Controller

DAVID J. GAU
Executive Director

No. 2017/024

June 30, 2017

TO COUNTY ASSESSORS:

**PLUMAS COUNTY
ASSESSMENT PRACTICES SURVEY**

A copy of the Plumas County Assessment Practices Survey Report is enclosed for your information. The Board of Equalization (BOE) completed this survey in fulfillment of the provisions of sections 15640-15646 of the Government Code. These code sections provide that the BOE shall make surveys in specified counties to determine that the practices and procedures used by the county assessor in the valuation of properties are in conformity with all provisions of law.

The Honorable Charles W. Leonhardt, Plumas County Assessor, was provided a draft of this report and given an opportunity to file a written response to the findings and recommendations contained therein. The report, including the assessor's response, constitutes the final survey report, which is distributed to the Governor, the Attorney General, and the State Legislature; and to the Plumas County Board of Supervisors and Grand Jury.

Mr. Leonhardt and his staff gave their complete cooperation during the survey. We gratefully acknowledge their patience and courtesy during the interruption of their normal work routine.

Sincerely,

/s/ Dean R. Kinnee

Dean R. Kinnee
Deputy Director
Property Tax Department

DRK:dcl
Enclosure

TABLE OF CONTENTS

INTRODUCTION.....	1
OBJECTIVE	2
SCOPE AND METHODOLOGY	2
EXECUTIVE SUMMARY	4
FINDINGS AND RECOMMENDATIONS	6
ADMINISTRATION	7
ASSESSMENT ROLL CHANGES	7
EXEMPTIONS	7
ASSESSMENT OF REAL PROPERTY	11
CHANGE IN OWNERSHIP	11
TAXABLE POSSESSORY INTERESTS	12
ASSESSMENT OF PERSONAL PROPERTY AND FIXTURES.....	16
AUDIT PROGRAM	16
VESSELS.....	17
APPENDIX A: STATISTICAL DATA	19
TABLE 1: ASSESSMENT ROLL	19
TABLE 2: CHANGE IN ASSESSED VALUES	19
TABLE 3: GROSS BUDGET AND STAFFING	20
TABLE 4: ASSESSMENT APPEALS	20
TABLE 5: EXEMPTIONS – WELFARE	21
TABLE 6: CHANGE IN OWNERSHIP	21
TABLE 7: NEW CONSTRUCTION	22
TABLE 8: DECLINES IN VALUE	22
APPENDIX B: COUNTY-ASSESSED PROPERTIES DIVISION SURVEY GROUP	23
APPENDIX C: RELEVANT STATUTES AND REGULATIONS	24
ASSESSOR'S RESPONSE TO BOE'S FINDINGS	25

INTRODUCTION

Although county government has the primary responsibility for local property tax assessment, the State has both a public policy interest and a financial interest in promoting fair and equitable assessments throughout California. The public policy interest arises from the impact of property taxes on taxpayers and the inherently subjective nature of the assessment process. The financial interest derives from state law that annually guarantees California schools a minimum amount of funding; to the extent that property tax revenues fall short of providing this minimum amount of funding, the State must make up the difference from the general fund.

The assessment practices survey program is one of the State's major efforts to address these interests and to promote uniformity, fairness, equity, and integrity in the property tax assessment process. Under this program, the State Board of Equalization (BOE) periodically reviews the practices and procedures (surveys) of specified county assessors' offices. This report reflects the BOE's findings in its current survey of the Plumas County Assessor's Office.

The assessor is required to file with the board of supervisors a response that states the manner in which the assessor has implemented, intends to implement, or the reasons for not implementing the recommendations contained in this report. Copies of the response are to be sent to the Governor, the Attorney General, the BOE, and the Senate and Assembly; and to the Plumas County Board of Supervisors and Grand Jury. That response is to be filed within one year of the date the report is issued and annually thereafter until all issues are resolved. The Honorable Charles W. Leonhardt, Plumas County Assessor, elected to file his initial response prior to the publication of our survey; it is included in this report following the Appendixes.

OBJECTIVE

The survey shall "...show the extent to which assessment practices are consistent with or differ from state law and regulations."¹ The primary objective of a survey is to ensure the assessor's compliance with state law governing the administration of local property taxation. This objective serves the three-fold purpose of protecting the state's interest in the property tax dollar, promoting fair treatment of taxpayers, and maintaining the overall integrity and public confidence in the property tax system in California.

The objective of the survey program is to promote statewide uniformity and consistency in property tax assessment by reviewing each specified county's property assessment practices and procedures, and publishing an assessment practices survey report. Every assessor is required to identify and assess all properties located within the county – unless specifically exempt – and maintain a database or "roll" of the properties and their assessed values. If the assessor's roll meets state requirements, the county is allowed to recapture some administrative costs.

SCOPE AND METHODOLOGY

Government Code sections 15640 and 15642 define the scope of an assessment practices survey. As directed by those statutes, our survey addresses the adequacy of the procedures and practices employed by the assessor in the valuation of property, the volume of assessing work as measured by property type, and the performance of other duties enjoined upon the assessor.

Pursuant to Revenue and Taxation Code² section 75.60, the BOE determines through the survey program whether a county assessment roll meets the standards for purposes of certifying the eligibility of the county to continue to recover costs associated with administering supplemental assessments. Such certification is obtained either by satisfactory statistical result from a sampling of the county's assessment roll, or by a determination by the survey team – based on objective standards defined in regulation – that there are no significant assessment problems in the county.

This survey examined the assessment practices of the Plumas County Assessor's Office for the 2014-15 assessment roll. Since this survey did not include an assessment sample pursuant to Government Code section 15640(c), our review included an examination to determine whether "significant assessment problems" exist, as defined by Rule 371.

Our survey methodology of the Plumas County Assessor's Office included reviews of the assessor's records, interviews with the assessor and his staff, and contacts with officials in other public agencies in Plumas County who provided information relevant to the property tax assessment program.

¹ Government Code section 15642.

² Unless otherwise stated, all statutory references are to the California Revenue and Taxation Code and all rule references are to sections of California Code of Regulations, Title 18, Public Revenues.

For a detailed description of the scope of our review of county assessment practices, please refer to the document entitled *Scope of Assessment Practices Surveys*, available on the BOE's website at <http://www.boe.ca.gov/Assessors/pdf/Scopemaster.pdf>. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

We conducted reviews of the following areas:

- Administration

We reviewed the assessor's administrative policies and procedures that affect both the real property and business property assessment programs. Specific areas reviewed include the assessor's budget and staffing, workload, assessment appeals, disaster relief, assessment roll changes, and welfare exemptions.

- Assessment of Real Property

We reviewed the assessor's program for assessing real property. Specific areas reviewed include properties having experienced a change in ownership, new construction assessments, properties experiencing a decline in value, and certain properties subject to special assessment procedures, such as California Land Conservation Act property, taxable possessory interests, and mineral property.

- Assessment of Personal Property and Fixtures

We reviewed the assessor's program for assessing personal property and fixtures. Specific areas reviewed include conducting audits, processing business property statements, business equipment valuation, and manufactured home, aircraft, and vessel assessments.

EXECUTIVE SUMMARY

We examined the assessment practices of the Plumas County Assessor's Office for the 2014-15 assessment roll. This report offers recommendations to help the assessor correct assessment problems identified by the survey team. The survey team makes recommendations when assessment practices in a given area are not in accordance with property tax law or generally accepted appraisal practices. An assessment practices survey is not a comprehensive audit of the assessor's entire operation. The survey team does not examine internal fiscal controls or the internal management of an assessor's office outside those areas related to assessment. In terms of current auditing practices, an assessment practices survey resembles a compliance audit – the survey team's primary objective is to determine whether assessments are being made in accordance with property tax law.

In the area of administration, the assessor is effectively managing programs for staffing, workload, disaster relief, and assessment appeals. However, we made recommendations for improvement in the assessment roll changes and welfare exemptions programs.

In the area of real property assessment, the assessor has effective programs for new construction, declines in value, California Land Conservation Act (CLCA) property, and mineral property. However, we made recommendations for improvement in the change in ownership and taxable possessory interests programs.

In the area of personal property and fixtures assessment, the assessor has effective programs for business property statements, business equipment valuation, aircraft, and manufactured home assessments. However, we made recommendations for improvement in the audit program, and in the assessment of vessels.

Despite the recommendations noted in this report, we found that most properties and property types are assessed correctly, and that the overall quality of the assessment roll meets state standards.

We found no significant assessment problems as defined in Rule 371. Since Plumas County was not selected for assessment sampling pursuant to Government Code section 15643(b), this report does not include the assessment ratios that are generated for surveys that include assessment sampling. Accordingly, pursuant to section 75.60, Plumas County continues to be eligible for recovery of costs associated with administering supplemental assessments.

OVERVIEW OF PLUMAS COUNTY

Plumas County lies in the northeastern portion of the state, at the far northern end of the Sierra Nevada range, about 225 miles northeast of San Francisco and adjacent to the border with the state of Nevada. The county encompasses 2,553 square miles of land area and 60 square miles of water. More than three-quarters of Plumas County is in a national forest and the area features more than 100 natural and artificial lakes.



Plumas County is bordered by the counties of Sierra to the south, Yuba to the southwest, Butte and Tehama to the west, Shasta to the northwest, and Lassen to the north and east. Plumas County was chartered in 1854 and was named after the numerous branches of the Feather River that originate within Plumas County. The county has a population of about 18,600. The city of Portola is the only incorporated city, and the county seat is Quincy.

Plumas County's local assessment roll value ranks 49th among the 58 California counties for the 2014-2015 assessment year, with a total assessed value of \$3,251,182,000.³

³ Statistics provided by California State Board of Equalization Annual Report, Table 7 – Assessed Value of County-Assessed Property Subject to General Property Taxes.

FINDINGS AND RECOMMENDATIONS

As noted previously, our review concluded that the Plumas County assessment roll meets the requirements for assessment quality established by section 75.60. This report does not provide a detailed description of all areas reviewed; it addresses only the deficiencies discovered.

Following is a list of the formal recommendations contained in this report.

- RECOMMENDATION 1:** Add penalty and interest when terminating erroneous homeowners' exemptions.....7
- RECOMMENDATION 2:** Improve the exemptions program by: (1) properly notifying claimants when denying the welfare exemption, (2) verifying whether an organization holds a valid OCC, (3) properly applying late-filing provisions for welfare exemption claims that are not timely filed, and (4) exempting only those areas used for exempt purposes for Veterans' Organizations.....9
- RECOMMENDATION 3:** Apply penalties for late filing or non-filing of BOE-100-B, *Statement of Change in Control and Ownership of Legal Entities*.12
- RECOMMENDATION 4:** Improve the assessment of taxable possessory interests by: (1) including a property tax component when developing the capitalization rate only when appropriate, (2) adding the present worth of unpaid rents to the nominal sale price as required by Rule 21, (3) consistently deducting allowable expenses from gross income when valuing taxable possessory interests by the income approach-direct method, (4) properly issuing supplemental assessments for taxable possessory interests, and (5) excluding taxable possessory interests established by month-to-month agreements from supplemental assessments in accordance with section 75.5.13
- RECOMMENDATION 5:** Modify the audit selection procedure to correctly develop the pool of largest audit accounts as defined by section 469.16
- RECOMMENDATION 6:** Correctly apply the BOE annual vessel valuation factors when using these factors to determine the current market value of vessels.....17

ADMINISTRATION

Assessment Roll Changes

Each year the assessor must complete the local assessment roll and deliver it to the auditor by July 1. Once the roll is delivered to the auditor, any correction that would decrease the amount of unpaid taxes requires the consent of the board of supervisors. All changes to the roll are authorized by specific statutes, and any roll change must be accompanied by the appropriate statutory reference.

Assessment roll changes fall under two general categories: escape assessments and corrections. An escape assessment is an assessment of property that was not assessed or was underassessed, for any reason, on the original roll. A correction is any type of authorized change to an existing assessment except for an underassessment caused by an error or omission of the assessee.⁴

While the assessor has an effective program for assessment roll changes, we noted an area in need of improvement.

RECOMMENDATION 1: Add penalty and interest when terminating erroneous homeowners' exemptions.

We found the assessor does not add a penalty and interest when terminating an erroneous homeowners' exemption caused by a taxpayer's failure to timely notify the assessor that the property no longer qualifies for the exemption.

Section 531.6 provides that the taxpayer who has filed a claim for the homeowner's exemption is responsible for notifying the assessor when the property is no longer eligible for exemption. If a homeowners' exemption has been incorrectly allowed, as a result of an assessee's error, an escape assessment with interest as provided in section 506 shall be made. Section 531.6 further provides that if the exemption was allowed because the claimant failed to notify the assessor in a timely manner that the property was no longer eligible for the exemption, the penalty provided by section 504 shall be added.

The assessor's practice does not conform to the specific requirements of section 531.6.

Exemptions

Article XIII, section 1 of the California Constitution sets forth the general principle that all property is taxable unless otherwise provided. Section 3 of article XIII authorizes exemption of

⁴ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Assessment Roll Changes*, available on the BOE's website at

http://www.boe.ca.gov/Assessors/pdf/AssessmentRollChanges_Scope.pdf.

Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

certain types of property from property taxation and section 4 authorizes the Legislature to exempt certain other types of property from property taxation.⁵

Our review of the assessor's exemptions program included only the welfare exemption.

Welfare Exemption

Article XIII, section 4(b) of the California Constitution authorizes the Legislature to exempt property owned and used exclusively for religious, hospital, or charitable purposes by organizations formed and operated exclusively for those purposes. When the Legislature enacted section 214 to implement this constitutional provision, a fourth purpose (scientific) was added. Both the organizational and property use requirements must be met for the exemption to be granted.

The welfare exemption is co-administered by the BOE and county assessors. The BOE is responsible for determining whether an organization itself is eligible for the welfare exemption and for issuing either *Organizational Clearance Certificates* (OCCs) to qualified organizations or *Supplemental Clearance Certificates* (SCCs) to limited partnerships, which have a qualified organization as the managing general partner, that own and operate low-income housing. The assessor is responsible for determining whether the use of a qualifying organization's property is eligible for exemption and for approving or denying exemption claims.

The assessor may not grant a welfare exemption on an organization's property unless the organization holds a valid OCC issued by the BOE or a valid SCC issued by the BOE if the property is a low-income housing property owned and operated by a limited partnership, which has a qualified organization (OCC holder) as the managing general partner. The assessor may, however, deny an exemption claim based on non-qualifying use of the property, notwithstanding that the BOE has issued an OCC or SCC to the claimant.

The office manager processes initial welfare exemption claims and subsequent annual claims.

We reviewed a variety of welfare exemption claims, including fully exempt claims, partial exemptions, late filings, first-time filings, and annual claims. We noted a number of improvements utilized by the assessor to maintain the welfare exemption program since our last survey. For example, most files we reviewed indicated that field inspections had been conducted, and then documented with completed BOE-267-FIR field inspection reports. However, we discovered areas where additional changes could further improve the program.

⁵ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Exemptions*, available on the BOE's website at http://www.boe.ca.gov/Assessors/pdf/exemptions_general.pdf. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

RECOMMENDATION 2: Improve the exemptions program by: (1) properly notifying claimants when denying the welfare exemption, (2) verifying whether an organization holds a valid OCC, (3) properly applying late-filing provisions for welfare exemption claims that are not timely filed, and (4) exempting only those areas used for exempt purposes for Veterans' Organizations.

Properly notify claimants when denying the welfare exemption.

We discovered that in some cases, the assessor does not properly notify claimants when their application for an exemption is denied. The assessor does not mail proper notices when annual filings are filed late, or for annual filings when only a portion of a property is determined to be eligible for the exemption. For example, if a portion of a property becomes ineligible for a full exemption or if a property received an 85 percent exemption for 2013 due to late filing, and then received the same percentage in 2014, no notification is sent to the claimant in 2014 to notify them that a portion of their property continues to be ineligible for the welfare exemption. In addition, in cases when a written notification is provided, the notice does not include a statement that the property, or a portion of the property, is ineligible for the welfare exemption, nor does it include a statement that the claimant may seek a refund if there is a disagreement with the assessor's findings.

Section 254.5(c)(2) provides that if the assessor finds the claimant's property ineligible for the welfare exemption, the assessor must notify the claimant in writing of that finding. The assessor must also provide notification that the claimant may seek a refund of property taxes by filing a claim for refund with the county board of supervisors. If the claim for refund is denied, the organization may file a refund action in superior court.⁶

By not issuing a finding sheet notifying claimants when a property is denied an exemption, the assessor is not providing proper notification to the claimant.

Verify whether an organization holds a valid OCC.

We noted instances when the assessor granted an exemption for multiple years without reviewing the BOE website for active OCCs when processing annual exemption claims.

Prior to granting an annual exemption, the assessor should review the list of active OCCs on the BOE website to confirm the validity of an organization's OCC. Under section 214, a claimant is not eligible for an exemption unless or until it obtains a valid OCC.

By not consistently reviewing the BOE website for the validity of a claimant's OCC, the assessor may improperly issue exemptions to taxpayers that do not qualify for the exemption.

⁶ Refer to Letter To Assessors (LTA) 2014/058, *Effective Administrative Practices – Welfare Exemptions*, for further discussion.

Properly apply late-filing provisions for welfare exemption claims that are not timely filed.

We found that in some instances the assessor granted 90 percent of the eligible exemption amount on property, but did not cap the penalty at \$250.

Section 255(a) provides that annual claims for the welfare exemption must be filed with the assessor between January 1 and 5 p.m. on February 15. Section 270 states that 90 percent of any tax, penalty, or interest will be cancelled or refunded if the claim is filed on or before January 1 of the next calendar year. If a claim is filed with the assessor after January 1 of the next calendar year, then 85 percent of any tax, penalty, or interest shall be cancelled or refunded. However, section 270(b) provides that the total amount of tax, penalty, and interest may not exceed \$250.

Further, for a welfare exemption claim filed on property acquired after the lien date, section 271(a) provides that it is considered filed timely if filed within 90 days from the first day of the month following the month in which the property was acquired or by February 15 of the following calendar year, whichever occurs earlier. If the claimant does not file within the prescribed time period, but files later, then 85 percent of any tax, penalty, or interest is cancelled or refunded. In addition, section 271(c) provides that any tax, penalty, or interest exceeding \$250 in total amount shall be cancelled or refunded.

By not properly applying late-filing provisions on welfare exemption claims, the assessor is not in compliance with statutory requirements.

Exempt only those areas used for exempt purposes for Veterans' Organizations.

In general, most areas of veterans' organization properties do not qualify for exemption because they are used for social rather than exempt purposes. In the case of the veterans' organization claimant in Plumas County, the assessor granted the property a 90 percent exemption although the claim revealed that a one-bedroom apartment on the property was being utilized as a storage area, and other portions of the facility are also utilized for qualifying purposes.

Section 215.1 states the exemption extends to "All buildings, and so much of the real property on which the buildings are situated as may be required for the convenient use and occupation of the buildings, used exclusively for charitable purposes,..." In addition, section 214(a)(5) provides for the exemption if the property is not used for fraternal or lodge purposes, or for social club purposes except where that use is clearly incidental to a primary religious, hospital, scientific, or charitable purpose.

The assessor must exempt only areas used exclusively for exempt activity. The exemption of non-qualifying property or portions thereof, is improper and conflicts with statutes.

ASSESSMENT OF REAL PROPERTY

Change in Ownership

Section 60 defines change in ownership as a transfer of a present interest in real property, including the beneficial use thereof, the value of which is substantially equal to the value of the fee simple interest. Sections 61 through 69.5 further clarify what is considered a change in ownership and what is excluded from the definition of a change in ownership for property tax purposes. Section 50 requires the assessor to enter a base year value on the roll for the lien date next succeeding the date of the change in ownership; a property's base year value is its fair market value on the date of the change in ownership.⁷

Legal Entity Ownership Program (LEOP)

Section 64 provides that certain transfers of ownership interests in a legal entity constitute a change in ownership of all real property owned by the entity and any entities under its ownership control. Rule 462.180 interprets and clarifies section 64, providing examples of transactions that either do or do not constitute a change in entity control and, hence, either do or do not constitute a change in ownership of the real property owned by the entity. Discovery of these types of changes in ownership is difficult for assessors, because ordinarily there is no recorded document evidencing a transfer of an ownership interest in a legal entity.

To assist assessors, the BOE's LEOP section gathers and disseminates information regarding changes in control and ownership of legal entities that hold an interest in California real property. On a monthly basis, LEOP transmits to each county assessor a listing, with corresponding property schedules, of legal entities that have reported a change in control under section 64(c) or change in ownership under section 64(d). However, because the property affected is self-reported by the person or entity filing information with the BOE, LEOP advises assessors to independently research each entity's property holdings to determine whether all affected parcels have been identified and properly reappraised.

Sections 480.1, 480.2, and 482 set forth the filing requirements and penalty provisions for reporting of legal entity changes in control under section 64(c) and changes in ownership under section 64(d). A change in ownership statement must be filed with the BOE within 90 days of the date of change in control or change in ownership; reporting is made on BOE-100-B, *Statement of Change in Control and Ownership of Legal Entities*. Section 482(b) provides for application of a penalty if a person or legal entity required to file a statement under sections 480.1 and 480.2 does not do so within 90 days from the earlier of (1) the date of change in control or ownership or (2) the date of written request by the BOE. The BOE advises county assessors of entities that are subject to penalty, so they can impose the applicable penalty to the entity's real property.

⁷ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Change in Ownership*, available on the BOE's website at http://www.boe.ca.gov/Assessors/pdf/cio_general.pdf. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

The assessor discovers changes in control or ownership of legal entities by checking the monthly LEOP *Entities Indicating a Change in Control and Ownership by County* reports and annual *Non-Response List* from the BOE. The assessor also discovers potential changes in control or changes in ownership of legal entities from changes in signage, local news reports, fictitious name statements, and the staff's personal knowledge. Parcels located within the county are identified and reviewed, along with other properties affiliated with the entity, to ensure all of the entity's affected real property is reassessed.

However, we found an area in need of improvement.

RECOMMENDATION 3: Apply penalties for late filing or non-filing of BOE-100-B, *Statement of Change in Control and Ownership of Legal Entities*.

We reviewed several records and found that penalties were not being applied for non-response and late filings.

Section 482 provides that if a person or legal entity required to file a statement described in section 480.1 or 480.2 fails to do so within 90 days from the earlier of (1) the date of the change in control or the change in ownership of the corporation, partnership, limited liability company, or other legal entity, or (2) the date of a written request by the State Board of Equalization, a penalty of 10 percent of the taxes applicable to the new base year value, not to exceed certain maximum amounts, reflecting the change in control or change in ownership of the real property owned by the corporation, partnership, or legal entity, or 10 percent of the current year's taxes on that property if no change in control or change in ownership occurred, shall be added by the county assessor to the assessment made on the roll. The penalty shall apply for failure to file a complete statement with the board notwithstanding the fact that the board determines that no change in control or change in ownership has occurred as defined in subdivisions (c)(1) and (d) of section 64. In addition, section 482(f) provides the notice of any penalty added to either the secured or the unsecured roll pursuant to this section shall be mailed to the transferee.

By failing to apply the penalty for late filing, the assessor is not in compliance with section 482.

Taxable Possessory Interests

A taxable possessory interest results from the possession, a right to possession, or a claim to a right to possession of publicly owned real property, in which the possession provides a private benefit to the possessor and is independent, durable, and exclusive of rights held by others. The assessment of a taxable possessory interest in tax-exempt publicly owned property is based on the value of the rights held by the possessor; the value of the rights retained by the public owner is almost always tax exempt.⁸

⁸ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Taxable Possessory Interests*, available on the BOE's website at http://www.boe.ca.gov/Assessors/pdf/tpi_general.pdf. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

The assessor enrolled 447 taxable possessory interests on the 2014-15 unsecured assessment roll totaling \$26,624,952. The county has a low-value property exemption resolution that exempts taxable possessory interests arising from a temporary use in a publicly owned fairground, fairground facility, convention facility, or cultural facility, with a full value \$50,000 or less.

We found areas in need of improvement in the assessment of taxable possessory interests.

RECOMMENDATION 4: Improve the assessment of taxable possessory interests by: (1) including a property tax component when developing the capitalization rate only when appropriate, (2) adding the present worth of unpaid rents to the nominal sale price as required by Rule 21, (3) consistently deducting allowable expenses from gross income when valuing taxable possessory interests by the income approach-direct method, (4) properly issuing supplemental assessments for taxable possessory interests, and (5) excluding taxable possessory interests established by month-to-month agreements from supplemental assessments in accordance with section 75.5.

Include a property tax component when developing the capitalization rate only when appropriate.

We found a number of taxable possessory interests where the assessed value was estimated with the inclusion of a property tax component in the capitalization rate when the possessor pays the property taxes.

Under subdivision (f) of Rule 8, the capitalization rate should include a component for property taxes, where applicable. According to Assessors' Handbook Section 510, *Assessment of Taxable Possessory Interests* (AH 510), when the landlord (lessor) is responsible for paying the property taxes, the capitalization rate should include a component for property taxes. However, if the tenant is responsible for paying the property taxes in addition to rent, the capitalization rate should not include a component for property taxes. With most taxable possessory interests, the possessory interest tax is paid by the tenant (lessee or possessor) in addition to rent and, therefore, the capitalization rate typically should not include a component for property taxes.

Improperly including a component for property taxes may cause the assessor to apply an inappropriate capitalization rate and enroll incorrect assessments.

Add the present worth of unpaid rents to the nominal sale price as required by Rule 21.

Upon the sale of a cabin situated on U. S. Forest Service land, it is the assessor's practice to enroll the sale price of the cabin as the taxable value of the possessory interest, allocating the value between land and improvements. The assessor does not adjust the sale price for unexpired contract rents assumed by the buyer of the property, asserting that buyers are essentially paying fee value for the land on which the cabins are located without adding the present value of the unpaid rents.

The direct method of the comparative sales approach is one of the generally accepted methods for valuing a taxable possessory interest and is described in Rule 21, subdivision (e)(1)(A). In this method, an important adjustment to the reported purchase price is the addition of the present value of the unpaid future contract rent over the remaining term of possession.

Absent a current or updated study showing that sales prices reflect, as the assessor asserts, the fee values of the lands on which the cabins are located, the assessor should add to each sales price the present worth of any unpaid future contract rents as provided in Rule 21(e)(1)(A). Otherwise, the assessor's practice may result in underassessments.

Consistently deduct allowable expenses from gross income when valuing taxable possessory interests by the income approach-direct method.

When valuing possessory interests by the income approach-direct method, the assessor does not consistently include deductions from the gross rent for expenses incurred by the public lessor; expenses are deducted for some assessments but not for others.

AH 510 provides that allowed expenses paid by the public owner should be deducted from the estimated economic rent. Rule 21(e)(3)(C) provides that the income to be capitalized in the valuation of a taxable possessory interest is the "net return" (as defined in subdivision (c) of Rule 8) attributable to the taxable possessory interest. Rule 8(c) provides it is appropriate to reduce a lessor's rental income for typical management and other property-related expenses incurred by the lessor. A public owner will incur at least some management expenses with each taxable possessory interest. Certain lease agreements may require the public owner to pay for insurance, maintenance, or utilities.

By not consistently deducting all allowable expenses, the assessor is not treating all taxpayers equally and may be overstating the value of some taxable possessory interests.

Properly issue supplemental assessments for taxable possessory interests.

We reviewed a number of taxable possessory interest appraisals related to newly created taxable possessory interests or changes in ownership. We found the assessor is improperly offsetting the new base year value against the existing roll value when calculating the amount of the supplemental assessment and, in a number of cases, is not issuing supplemental assessments when appropriate.

Taxable possessory interests, like other real property, are subject to supplemental assessment whenever there is a change in ownership or completed new construction. Section 61(b) provides that the creation, renewal, extension, or assignment of a taxable possessory interest is a change in ownership. Section 75.11 provides that there shall be a supplemental assessment following a change in ownership or completion of new construction. AH 510, at pages 59-60, advises that the supplemental assessment amount for a newly created taxable possessory interest should be based on its fair market value without offset for a prior value on the regular assessment roll.

The assessor's failure to properly issue supplemental assessments is contrary to statute, and results in unequal treatment of taxpayers.

Exclude newly created taxable possessory interests established by month-to-month agreements from supplemental assessments in accordance with section 75.5.

The assessor issues supplemental assessments on newly created taxable possessory interests established by a month-to-month agreement. Upon the creation of these taxable possessory interests, the assessor establishes base year values and issues supplemental assessments. However, section 75.5(b) excludes newly created taxable possessory interests established by month-to-month agreements, with a full cash value of \$50,000 or less, from supplemental assessment. The assessor's policy is contrary to this statutory provision.

ASSESSMENT OF PERSONAL PROPERTY AND FIXTURES

Audit Program

County assessors are required to annually conduct a significant number of audits as specified in section 469. The significant number of audits required is at least 75 percent of the fiscal year average of the total number of mandatory audits the assessor was required to have conducted during the 2002-03 fiscal year to the 2005-06 fiscal year, with 50 percent of those to be selected from a pool of those taxpayers with the largest assessments.⁹

For Plumas County, the minimum required number of audits to be conducted each year is three, with the additional requirement that 50 percent of those audits are to be performed on taxpayers selected from a pool of those taxpayers that have the largest assessments of locally assessable trade fixtures and business tangible personal property in the county.¹⁰ Although the assessor has budgeted a half-time position, the auditor-appraiser function remains unfilled. To fulfill this function, the assessor relies on the intercounty cooperative property tax audit program referred to as California Counties Cooperative Audit Services Exchange (CCCASE). Through the CCCASE program, certified auditor-appraisers from other counties conduct the audits. The assessor then reviews the audit results.

The assessor completed 6 audits for 2010-11, 5 audits for 2011-12, 4 audits for 2012-13, 3 audits for 2013-14, and 4 audits for 2014-15 roll years. However, we found an area in need of improvement.

RECOMMENDATION 5: Modify the audit selection procedure to correctly develop the pool of largest audit accounts as defined by section 469.

We found the assessor does not follow the audit selection requirements prescribed by section 469 when determining the pool of taxpayers with the largest assessments each year. The assessor selects audits from a report that lists business accounts with assessments greater than \$400,000, but does not rank the accounts in descending order as described in section 469. As a result, for the 2012-13 and 2014-15 roll years, the assessor did not conduct the minimum number of audits selected from the pool of taxpayers with the largest assessments as required.

Section 469 requires the assessor to rank all taxpayers annually in the county in descending order by their total locally assessed value of both trade fixtures and business tangible personal property. Rule 192(a)(6) states that the "taxpayers with largest assessments" means taxpayers that have the largest assessments of locally assessable trade fixtures and business tangible personal property in the county for the applicable year of audit selection.

⁹ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Audit Program*, available on the BOE's website at http://www.boe.ca.gov/Assessors/pdf/auditprogram_general.pdf. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

¹⁰ Refer to Letter To Assessors LTA 2009/049, *Significant Number of Business Property Audits*.

The assessor cannot be in compliance with section 469 without first accurately identifying the pool of largest audit accounts. By failing to comply with section 469, the assessor risks not auditing the largest assessments for the current year and, as a result, may allow taxable property to escape assessment permanently.

Vessels

The primary sources used for the discovery of assessable vessels include reports from the State Department of Motor Vehicles (DMV), referrals from other counties, information provided by the vessel owners themselves, certificates of documentation issued by the United States Coast Guard, harbormasters' reports, and field canvassing.¹¹

Vessels include every description of watercraft used for pleasure, transportation, scientific research, and commercial activities. For the purposes of California property taxation, pursuant to sections 401 and 401.3, vessels are valued at their fair market value every year as of the January 1 lien date.

The assessment of vessels is the responsibility of the property transfer analyst; prior to enrollment, values are reviewed by a certified property appraiser. The assessor's primary sources of discovery include reports from the DMV, marina reports, and referrals from other counties.

We reviewed several vessel assessments and found the assessor correctly adds a sales tax component of value, makes adjustments for vessel condition, motor and motor condition, accessories, and deducts for trailers when appropriate. However, we found an area in need of improvement.

RECOMMENDATION 6: Correctly apply the BOE annual vessel valuation factors when using these factors to determine the current market value of vessels.

We found the assessor did not correctly update the property tax assessment system's vessel factor table with the BOE annual vessel valuation factors.

According to Assessors' Handbook section 504, *Assessment of Personal Property and Fixtures*, the use of valuation factors should be supported by a recognized sampling method. To utilize sampling of current market evidence, assessors must develop and use recognized methods that will be accepted with confidence by the BOE and property owners. In lieu of developing county-specific valuation factors, the assessor may use the annual vessel valuation factors provided by the BOE. In order to promote uniformity of vessel assessments among counties within California, the BOE annually produces and publishes market derived vessel valuation factors for use by assessors since the 2009 lien date. These vessel valuation factors were developed with the assistance of county assessors for use in the mass appraisal of vessels when determining a value for property taxation purposes.

¹¹ For a detailed description of the scope of our review of this topic, please refer to the document entitled *Vessels*, available on the BOE's website at http://www.boe.ca.gov/Assessors/pdf/vessels_general.pdf. Additionally, detailed descriptions of assessment practices survey topics, authoritative citations, and related information can be found at <http://www.boe.ca.gov/proptaxes/apscont.htm>.

By not updating the property tax assessment system's vessel factor table with the current BOE annual valuation factors, the assessor is likely not assessing vessels at their current market value.

APPENDIX A: STATISTICAL DATA

Table 1: Assessment Roll

The following table displays information pertinent to the 2014-15 assessment roll:¹²

	PROPERTY TYPE	ENROLLED VALUE
Secured Roll	Land	\$1,152,237,233
	Improvements	\$1,976,133,211
	Fixtures	\$56,102,531
	Personal Property	\$22,700,695
	Total Secured	\$3,207,173,670
Unsecured Roll	Land	\$14,595,782
	Improvements	\$26,796,675
	Fixtures	\$10,023,669
	Personal Property	\$47,537,137
	Total Unsecured	\$98,953,263
Exemptions¹³		(\$54,945,015)
	Total Assessment Roll	\$3,251,181,918

Table 2: Change in Assessed Values

The next table summarizes the change in assessed values over recent years:¹⁴

ROLL YEAR	TOTAL ROLL VALUE	CHANGE	STATEWIDE CHANGE
2014-15	\$3,251,182,000	1.2%	6.2%
2013-14	\$3,212,303,000	-0.5%	4.3%
2012-13	\$3,227,726,000	-2.8%	1.4%
2011-12	\$3,319,558,000	-6.7%	0.1%
2010-11	\$3,558,427,000	-8.3%	-1.9%

¹² Roll values are from BOE 822 Report, *Report of Assessed Values By City*.

¹³ The value of the Homeowners' Exemption is excluded from the exemptions total.

¹⁴ Roll Values and Statewide changes are from the California State Board of Equalization Annual Report, Table 7.

Table 3: Gross Budget and Staffing

The assessor's budget has decreased from \$709,479 in 2010-11 to \$667,297 in 2014-15

Presently, the number of permanent employees totals 8 and includes 5 real property appraisers (including the assessor and the chief appraiser), 1 office manager, 1 property transfer analyst, and 1 cadastral drafting specialist. In addition, the assessor has two extra help part time staff.

The following table sets forth the assessor's gross budget and staffing over recent years:¹⁵

BUDGET YEAR	GROSS BUDGET	PERCENT CHANGE	PERMANENT STAFF
2014-15	\$667,297	-2.8%	8
2013-14	\$686,860	9.7%	8
2012-13	\$626,049	-12.1%	8
2011-12	\$712,276	0.4%	8
2010-11	\$709,479	-2.4%	8

Table 4: Assessment Appeals

The following table shows the number of assessment appeals filed in recent years:¹⁶

ROLL YEAR	ASSESSMENT APPEALS FILED
2014-15	26
2013-14	23
2012-13	22
2011-12	22
2010-11	52

¹⁵ The assessor provided budget information for 2010-11, 2011-12, and 2012-13 during survey fieldwork. Information for 2013-14 and 2014-15 was provided by *A Report on Budgets, Workloads, and Assessment Appeals Activities in California Assessors' Offices*.

¹⁶ Statistics provided by *A Report on Budgets, Workloads, and Assessment Appeals Activities in California Assessors' Offices*.

Table 5: Exemptions – Welfare

The following table shows welfare exemption data in recent years:¹⁷

ROLL YEAR	WELFARE EXEMPTIONS	EXEMPTED VALUE
2014-15	45	\$22,456,694
2013-14	39	\$21,760,388
2012-13	35	\$21,159,764
2011-12	37	\$22,184,277
2010-11	39	\$24,938,327

Table 6: Change in Ownership

The following table shows the total number of reappraisable transfers processed in recent years:¹⁸

ROLL YEAR	REAPPRAISABLE TRANSFERS
2014-15	1,482
2013-14	1,627
2012-13	1,482
2011-12	1,448
2010-11	1,389

¹⁷ Statistics provided by BOE-802, *Report on Exemptions*.

¹⁸ The assessor provided transfers information during survey fieldwork.

Table 7: New Construction

The following table shows the total number of new construction assessments processed in recent years:¹⁹

ROLL YEAR	NEW CONSTRUCTION ASSESSMENTS
2014-15	32
2013-14	27
2012-13	N/A
2011-12	N/A
2010-11	N/A

Table 8: Declines In Value

The following table shows the total number of decline-in-value assessments in recent years:²⁰

ROLL YEAR	DECLINE-IN-VALUE ASSESSMENTS
2014-15	8,071
2013-14	8,769
2012-13	9,549
2011-12	9,276
2010-11	8,429

¹⁹ The assessor provided this information during survey fieldwork.

²⁰ The assessor provided information for 2010-11 through 2013-14 during survey fieldwork. Information for 2014-15 was provided by *A Report on Budgets, Workloads, and Assessment Appeals Activities in California Assessors' Offices*.

APPENDIX B: COUNTY-ASSESSED PROPERTIES DIVISION SURVEY GROUP

Plumas County

Chief

David Yeung

Survey Program Director:

Diane Yasui

Manager, Property Tax

Survey Team Supervisor:

Teresa Quento

Supervisor, Property Tax

Survey Team:

James McCarthy

Senior Petroleum and Mining Appraisal Engineer

Teresa Nguyen

Business Taxes Specialist I

Gary Coates

Associate Property Appraiser

Lee Coleman

Associate Property Appraiser

Jay Price

Associate Property Appraiser

Paula Montez

Associate Property Auditor-Appraiser

Eric Santana

Assistant Property Appraiser

APPENDIX C: RELEVANT STATUTES AND REGULATIONS

Reference	Description
<i>Government Code</i>	
§15640	Survey by board of county assessment procedures.
§15641	Audit of records; appraisal data not public.
§15642	Research by board employees.
§15643	When surveys to be made.
§15644	Recommendations by board.
§15645	Survey report; final survey report; assessor's report.
§15646	Copies of final survey reports to be filed with local officials.
<i>Revenue and Taxation Code</i>	
§75.60	Allocation for administration.
<i>Title 18, California Code of Regulations</i>	
Rule 370	Random selection of counties for representative sampling.
Rule 371	Significant assessment problems.

ASSESSOR'S RESPONSE TO BOE'S FINDINGS

Section 15645 of the Government Code provides that the assessor may file with the Board a response to the findings and recommendations in the survey report. The survey report, the assessor's response, and the BOE's comments on the assessor's response, if any, constitute the final survey report.

The Plumas County Assessor's response begins on the next page. The BOE has no comments on the response.

PLUMAS COUNTY ASSESSOR

1 Crescent Street, • Quincy, CA 95971 • (530) 283-6380 • Fax (530) 283-6195



CHARLES W. LEONHARDT
ASSESSOR

May 22, 2017

Mr. David Yeung, Chief
County Property Taxes Division
State Board of Equalization
P.O. Box 942870
Sacramento, Ca. 94279-0062

Dear Mr. Yeung,

In accordance with section 15645(b) of the California Government Code, please find enclosed my response to the recommendations made by the State Board of Equalization Assessment Practices Survey report dated May 2017.

I would like to express my appreciation to your Survey Team for the professionalism and courtesy extended to my staff during the survey process.

You will find that I concur with most of your recommendations and have already implemented many of them. Other recommendations are currently under study and may be implemented in the future as our investigation concludes. Please find my responses attached.

I would also like to take this opportunity to thank my staff for their hard work, professionalism and dedication to Plumas County and its taxpayers. Their commitment to excellence in both the technical and customer service areas are greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles W. Leonhardt", is written over a horizontal line.

Charles W. Leonhardt, Assessor.

Response to
Survey Recommendations

Recommendation 1: Add penalty and Interest when terminating erroneous Homeowner's exemptions.

We concur and have implemented these changes.

Recommendation 2: Improve exemptions program by: (1) Properly notifying claimants when denying the welfare exemption, (2) verifying whether an organization holds a valid OCC, (3) properly applying late filing penalty provisions for welfare exemption claims that are not timely filed, and (4) exempting only those areas used for exempt purposes for Veteran's Organizations.

We concur and have implemented these changes.

Recommendation 3: Apply penalties for late filing or non-filing of BOE-100-B, *Statement of Change of Control of Legal Entities*.

We concur and have implemented these changes.

Recommendation 4: Improve the assessment of taxable possessory interests by: (1) including a property tax component when developing the capitalization rate only when appropriate, (2) adding the present worth of unpaid rents to the nominal sales price as requires by Rule 21, (3) consistently deducting allowable expenses from gross income when valuing taxable possessory interests by the direct income approach, (4) properly issuing supplemental assessments for taxable possessory interests, and (5) excluding taxable possessory interests established by month to month agreements from supplemental assessments in accordance with section 75.5.

We concur with most of these recommendations and have either have implemented or are in the process of studying the implementation of them.

Recommendation 5: Modify the audit selection procedure to correctly develop the pool of largest, audit accounts as defined by section 469.

We concur and have implemented these changes.

Recommendation 6: Correctly apply the BOE annual vessel valuation factor when using these factors to determine the current market value of vessels.

We concur and have implemented this change.

PLUMAS COUNTY ASSESSOR

1 Crescent Street, • Quincy, CA 95971 • (530) 283-6380 • Fax (530) 283-6195



CHARLES W. LEONHARDT
ASSESSOR

May 22, 2017

Mr. David Yeung, Chief
County Property Taxes Division
State Board of Equalization
P.O. Box 942870
Sacramento, Ca. 94279-0062

Dear Mr. Yeung,

In accordance with section 15645(b) of the California Government Code, please find enclosed my response to the recommendations made by the State Board of Equalization Assessment Practices Survey report dated May 2017.

I would like to express my appreciation to your Survey Team for the professionalism and courtesy extended to my staff during the survey process.

You will find that I concur with most of your recommendations and have already implemented many of them. Other recommendations are currently under study and may be implemented in the future as our investigation concludes. Please find my responses attached.

I would also like to take this opportunity to thank my staff for their hard work, professionalism and dedication to Plumas County and its taxpayers. Their commitment to excellence in both the technical and customer service areas are greatly appreciated.

Sincerely,

A blue ink signature of Charles W. Leonhardt, written in a cursive style.

Charles W. Leonhardt, Assessor.

Response to
Survey Recommendations

Recommendation 1: Add penalty and Interest when terminating erroneous Homeowner's exemptions.

We concur and have implemented these changes.

Recommendation 2: Improve exemptions program by: (1) Properly notifying claimants when denying the welfare exemption, (2) verifying whether an organization holds a valid OCC, (3) properly applying late filing penalty provisions for welfare exemption claims that are not timely filed, and (4) exempting only those areas used for exempt purposes for Veteran's Organizations.

We concur and have implemented these changes.

Recommendation 3: Apply penalties for late filing or non-filing of BOE-100-B, *Statement of Change of Control of Legal Entities*.

We concur and have implemented these changes.

Recommendation 4: Improve the assessment of taxable possessory interests by: (1) including a property tax component when developing the capitalization rate only when appropriate, (2) adding the present worth of unpaid rents to the nominal sales price as requires by Rule 21, (3) consistently deducting allowable expenses from gross income when valuing taxable possessory interests by the direct income approach, (4) properly issuing supplemental assessments for taxable possessory interests, and (5) excluding taxable possessory interests established by month to month agreements from supplemental assessments in accordance with section 75.5.

We concur with most of these recommendations and have either have implemented or are in the process of studying the implementation of them.

Recommendation 5: Modify the audit selection procedure to correctly develop the pool of largest, audit accounts as defined by section 469.

We concur and have implemented these changes.

Recommendation 6: Correctly apply the BOE annual vessel valuation factor when using these factors to determine the current market value of vessels.

We concur and have implemented this change.



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

TO: Honorable Chair and Board of Supervisors
FROM: Susan Bryner
MEETING DATE: March 4, 2025
SUBJECT: Receive an update on the work of the Plumas Housing Council, presented by the Almanor Foundation.

Recommendation:

Receive an update on the work of the Plumas Housing Council, presented by the Almanor Foundation.

Background and Discussion:

Agenda request from Susan Bryner from the Almanor Foundation.

Action:

Receive an update on the work of the Plumas Housing Council, presented by the Almanor Foundation.

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:

1. 25.03.04_TAF_IMP_BOS Meeting Presentation
2. 20250226125812
3. 20250226125759

*The Almanor
Foundation*



*Plumas Housing
Council*



Partnership



Attainable Housing Update

Plumas County Attainable Housing
Presentation to Board of Supervisors

03.04.2025



WELCOME

BUILDING A STRONGER COMMUNITY TOGETHER

TAF provides a platform and opportunities for charitable giving and community improvement by supporting local nonprofits and initiatives

[OUR FUNDS](#)

BE THE CHANGE

Join us to create a thriving and flourishing community with diverse economic opportunities, robust businesses, and a supportive environment for youth and families.

[DONATE](#)





OUR VISION

We envision Plumas County as a place where all flourish, characterized by diverse economic opportunities, thriving businesses, vibrant tourism, and a community where youth, families, and individuals enjoy an enriched, supported and connected community.

OUR MISSION

We empower Plumas County by enhancing the economy, fostering community unity, securing and allocating resources effectively, and supporting community.

OUR HISTORY

TAF emerged from the community's response to the 2018 Camp Fire, highlighting the need for an organization dedicated to addressing local challenges, issues and to be a part of the groundwork for the future.

[LEARN MORE](#)

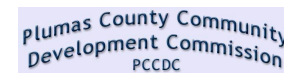
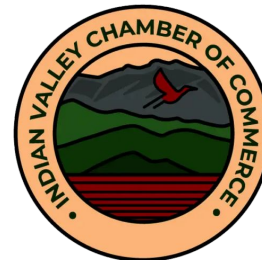
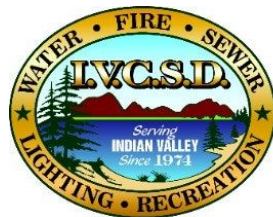
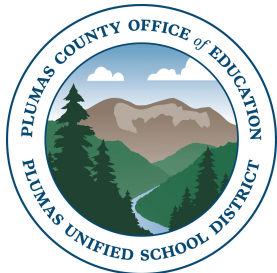


[ABOUT US](#) [OUR FUNDS](#) [OUR INITIATIVES](#) [BLOG](#) [CONTACT](#) [JOIN US](#)

[DONATE](#)



Who is in the Plumas Housing Council?



...& many more community members and organizations.



LMINOP

What does the Plumas Housing Council do?



Acts a monthly platform for:

- Information
 - Discussion
 - Key updates
- ... on housing-related projects and programs



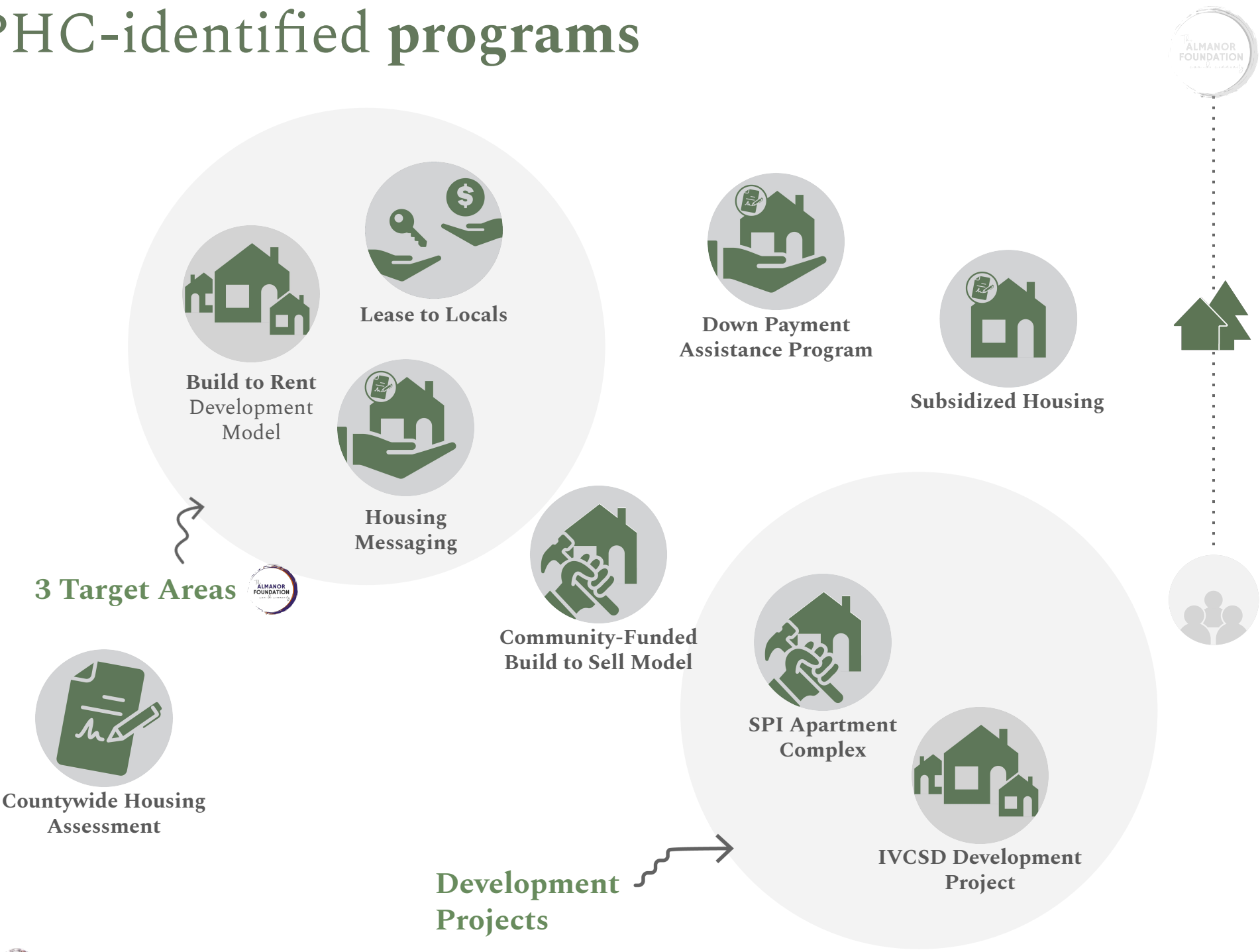
Connects programs and key stakeholders with local allies, as well as external allies and funders



Builds momentum for existing and in-development programs



PHC-identified programs



PHC-identified **program updates**



Community-Funded Build to Sell Model will break ground this Spring, acting as the first home built for sale since 2008!



Down Payment Assistance Program is in design for the next 4-12 months, with help from RCAC. They are looking for funding to bring RCAC to the table.



SPI Apartment Complex is in the planning stage.



Countywide Housing Assessment is in design.



County Housing Element to enter public review this month, with a public workshop on 3/20 @ 10AM.



How can the County be a key partner in housing?



Identify priorities and best-fit programs

- Example: is the Golden State Down Payment Assistance Program worth pursuing?



Support development of existing programs and projects by:

- Determining funding availability
- Developing the Housing Assessment
- Supporting with Staff Time
- Surplus Property
- Other?





TAF Website

AlmanorFoundation.org



TAF Fact Sheet

<https://tinyurl.com/TAFfacts>



Strategic Housing Plan
Fact Sheet

<https://tinyurl.com/SHP-HDWGH>



Join the PHC Mail list

ben.hoffman@lmnopdesigninc.com



The Almanor Foundation

The mission of The Almanor Foundation's (TAF) is to empower Plumas County by enhancing the economy and fostering community unity. TAF is dedicated to securing and allocating resources effectively and supporting community initiatives. We provide a platform for organizations to use our non-profit status for funding and a trusted place for supporters to contribute to the needs of their community.

Our Story

TAF emerged from the Lake Almanor community's response to the 2018 Camp Fire recognizing the need for a dedicated organization to address local challenges.

Service Region

TAF's services now includes all of Plumas County workign to bring together donors, nonprofits, and community leaders to address the issues facing our rural region.

Accomplishments

Fundraising

- TAF has assisted in raising over **\$1.4 million** for community needs and programs since 2021.
- TAF currently oversees **13** fagency stewardship, scholarship, and endowment funds.
- Fnd services have supported a variety of initiatives, including disaster relief and recovery, a local hospital build project, non-profit community news, memorial funds, education funds, community programs, and environmental defense funds.
- At the height of the Dixie Fire relief and early recovery efforts, TAF worked with 12 other non-profits to leverage resources, jointly **granting over \$2.5 million**.
- TAF has managed over **\$630,000** in grants for attainable workforce housing and the Greenville master infrastructure design project.

Program Development

- In 2024 TAF launched a comprehensive accounting, fundraising, and grant management program and finalized policies and procedures to stabilize processes and programs.
- TAF launched and facilitated the Plumas County Housing Council.
- TAF successfully managed and finalized two large recovery grants.
- TAF expanded its fund services significantly, growing from one fund in 2022 to thirteen by 2025, now offering Agency Stewardship, Endowment, and Scholarship fund services.



Current Community Initiatives

Attainable Workforce Housing

The vision of the housing initiative is a Plumas County where workers across all sectors can live and thrive in homes they can afford. The initiative is intended to identify and lead efforts to develop and implement strategies to create attainable workforce housing across Plumas County and particularly in communities impacted by the Dixie Fire.

Vocational Education

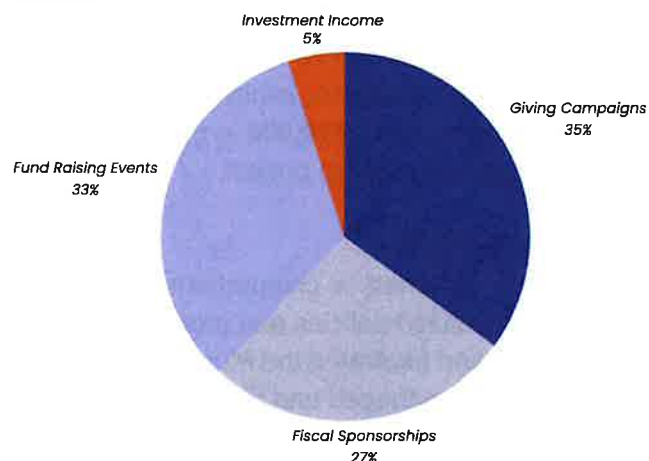
The vision of the vocational initiative is enhanced educational and vocational opportunities for youth, a skilled local workforce, and a thriving community with strong economic and social systems. Objectives include increased collaboration among education stakeholders, with an enhanced understanding of community needs, and increased funding to improve local access to vocational programs, enhance workforce skills to meet job demands, and facilitate improvements to educational programs in local schools.

Community Leadership

The vision of the leadership initiative is to create stronger, more effective leadership within our communities, more sustainable community organizations, and increase community capacity to address challenges and create solutions. Objectives include increased access to educational opportunities and improved skills and knowledge among youth leaders and nonprofit board members.

Program Support

- Established in 2020 and managed entirely by a five-person working board.
- Current Assets: \$656,373.
- 2022 added full-time Director of Operations.
- 2025 added full-time ED position.
- 2025 Operating Budget: \$308,000.



The **Almanor Foundation**

278 Main Street • PO Box 949, Chester, CA 96020
530.268.5422 • Admin@TheAlmanorFoundation.org
TheAlmanorFoundation.org

Strategic Housing in Plumas County Update



UPDATED 01.21.25 | This document intends to outline the concerted efforts of innovative housing strategies. A complete list of deliverables produced through The Almanor Foundation's efforts can be found [here](#).

How Did We Get Here? (History)

- The Almanor Foundation (TAF) recognized the need for housing. They tasked LMNOP Design, Inc. to develop a **Strategic Housing Plan (SHP)**, including a Housing Systems Map and Almanor Basin Housing Assessment.
- A 7-R model was developed, which proposed three residential units on singular 7-R Single Family lots.
- **The Plumas Housing Council (PHC)** was formed by industry and institution representatives throughout the county. TAF sees this as a critical avenue to build countywide cohesion and a shared vision. Contact ben.hoffman@lmonopdesigninc.com to attend future meetings.

Housing: A Lynchpin and a Catalyst

- Housing can serve as a **catalyst** for addressing larger systemic issues **while promoting positive change** for our communal, economic, and ecological health.
- Access to **attainable and secure housing** was only exacerbated by the 2021 Dixie Fire.
- **There is no singular solution.** Housing requires strategic, multi-pronged approaches to target different demographics, typologies of construction, regions, incomes and prices.
- **Cohesion is key.** Efforts need to be developed in-unison and supported by other housing-related bodies, from TAF to Plumas County. PHC is intended as a space to collaborate and strategize with other key stakeholders.

Solutions & Implementation

Three Target Areas - TAF, LMNOP and the Plumas Housing Council propose three programs to support renters, support owners and build homes. View an informational slide deck [here](#).

1. **Build to Rent** - This development strategy looks to build 45 homes for rent in a 3-year span. Similar to the 7-R model, it places three rental units on a single lot, but is possible on *all* Single Family-zoned lots. It is actively seeking funding and partnerships with local industry leaders like SPI and Seneca and Plumas District Hospitals.
2. **Lease to Locals** - A one-time financial incentive program for local homeowners and landlords to rent out properties at an attainable rate to the local workforce. This program, spearheaded by Placemate with Plumas Rural Services, has been implemented in 10 other communities nationwide.
3. **Trio Program/Housing Marketing** - Build a cohesive marketing strategy that supports housing as a whole, with a primary focus on homeowners and building homeownership. This is an existing program that needs marketing.

Additional Programs - The Plumas Housing Council can also support additional housing strategies countywide.

1. **Build-to-Sell** - This program was suggested by a Councilmember. The project is currently pooling community investment, with the hope to develop its first home this year.
2. **Multi-Family Project** - Another Councilmember owns land and is exploring the concepts and challenges of multifamily properties as they look to develop and manage a 6-unit and 3-unit site.
3. **Downpayment Assistance Program** - Is in development by the Plumas County Community Development Commission. They have worked to understand the complications of such a program, and PHC would like to build further alignment.

Appendix

Strategic Housing Plan Index	https://tinyurl.com/37uhe5jv
Strategic Housing Plan	Slideshow (PDF) https://tinyurl.com/3zikum6f Summary Report (PDF) https://tinyurl.com/35sxxwkc
Housing Systems Map	https://tinyurl.com/3is6pa3r
Almanor Basin Housing Assessment	https://tinyurl.com/nh9sj95h
Three Target Areas - Overview	https://tinyurl.com/48byvv23
3-Year Index	https://tinyurl.com/3mk76k72



**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: March 4, 2025
SUBJECT: Approve the Meeting Minutes for all meetings held in February of 2025, as submitted.

Recommendation:

Approve the Meeting Minutes for all meetings held in February of 2025, as submitted.

Background and Discussion:

The Board of Supervisors approves meeting minutes monthly.

Action:

Approve the Meeting Minutes for all meetings held in February of 2025, as submitted.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Minutes 02042025
2. Minutes 02-11-2025
3. Minutes 02-18-2025



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON FEBRUARY 4, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Kevin T. & Guy M. led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss has requested that Item 2.B.1 be removed from the agenda.

PUBLIC COMMENT OPPORTUNITY

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

Chair Goss states that public comments must adhere to the 3-minute rule.

Ted Stout comments regarding property taxes, and submits a revised PRA request

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18667>

Janet Crane comments on the lack of action regarding property taxes not being addressed by the Board. She also gives out a spreadsheet to the Board.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18666>

Susan Ushakoff comments to the Board on Bell Lane, and the Bennett Trailer Park, and asks about the Sierra House on Bell Lane.

Kevin Trutna with Feather River College reads from a handout

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18668>

Supervisor Hall requests that the Property Tax concerns be on the agenda, maybe on February, 18 or the first meeting in March.

Rashad with AFWD presents a handout to the Board

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18672>

Chair Goss informs the public that the Board will be taking lunch today.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile (County Recorder/Registrar of Voters updates the Board on receiving a quote for a new recording system. Preliminary numbers already show a 35% yearly savings. Will be able to look up documents online. Her office is working with the PSCO, Facilities, and other Departments on funds for election security of staff, process, and more importantly the public at no cost to the General Fund, states that collaboration is key.

Rob Thorman (Public Works Director) updates the Board of road closures for flooded roads in the county, and that they are understaffed in the Chester area.

Josh Mizrahi (Interim HR Director) updates the Board on new HR office hours Mon-Fri 8-5. .

Zoom Caller Michelle Fish Area Director for UCCE offices, taking over for David Lile.

Cindie Froggatt (Assessor) updates the Board on the Tax Assessments, withdraws, and appeals.

Julie White (Treasurer-Tax Collector) updates the Board on Sympro and code compliance.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

Patrick Joseph updates the Board on events that are coming up this Friday in Greenville from 2-6pm. Contractors will be available to answer questions. This will be held at the Dixie Fire Collaborative building. On Saturday, February 15, 2025, there will be a community meeting at Greenville High School.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

No Update Provided.

C. US FOREST SERVICE

Report and update.

Caitlyn with the Forest Service updated the Board on projects in the community.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

Martee Nieman-Graham (Auditor) updated the Board on Pentamation, and W-2/1099 has been mailed out. Still trying to go live in April. She also thanks staff for all of their hard work.

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.

This update was given during Department Head Announcements

F. FINANCIAL/AUDIT REPORT

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

No Report Provided.

G. ASSESSOR'S OFFICE

Brief update and report

This update was given during Department Head Announcements

H. Time Certain: 11:00 a.m. Receive Presentation from the League of Women Voters of Plumas County 2024 Essay Contest Winners and Honorable Mentions; Essay Topic was "In What Way Will Artificial Intelligence (AI) impact our future?"

Grades 9 & 10 Grand Prize Winner - Makiah Johnson; Honorable Mention - Olivia T. Carr

Grades 11 & 12 Grand Prize Winner - Kate Henson; Honorable Mention - Adria Black

The Board received a presentation from the winners, who read their individual essays to the Board.

Chair Goss takes a 5-minute break.

- I. Receive a presentation from The Almanor Foundation on the concept and work of the Plumas County Housing Council, supported and facilitated by The Almanor Foundation and its attainable workforce housing initiative.

The Board received a presentation from the Almanor Foundation and answered questions.

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.

Dan Kearns comments regarding item A.3, and B.1

Supervisor Hall comments regarding having a conversation with the Auditor Controller regarding Master Contracting with different contractors.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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 5 Engel, Supervisor - District 4 Hall.

A. SHERIFF'S OFFICE

- 1) ******NOTE this item was originally approved by the Board on January 21, 2025, the back-up material that was attached was incorrect, the correct back-up material is attached to this item******

Adopt **RESOLUTION** of the Board of Supervisors authorizing the Plumas County Sheriff's Office Dispatcher's Hiring Bonus Incentive; (General Fund Impact) as approved in FY 2024-2025 recommended budget 70330 / 51000; approved as to form by County Counsel; discussion and possible action.

******NOTE this item was originally approved by the Board on January 21, 2025, the back-up material that was attached was incorrect, the correct back-up material is attached to this item******

Adopt [**RESOLUTION No. 25-8988**](#) of the Board of Supervisors authorizing the Plumas County Sheriff's Office Dispatcher's Hiring Bonus Incentive; (General Fund Impact) as approved in FY 2024-2025 recommended budget 70330 / 51000; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

- 2) Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and North Fork Medicine to add another medical doctor as a signatory to the agreement; (No General Fund Impact) ; approved as to form by County Counsel.

- 3) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and UBEO West, LLC, to provide leasing and maintenance of three new copy machines ; effective February 24, 2025; not to exceed \$20,000.00; (General Fund Impact) as approved in recommended (FY24/25) budget (20428-520250 and 70330-520250); approved as to form by County Counsel.

B. AUDITOR-CONTROLLER

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor Controller and UBEO West, LLC; effective 2/4/2025; not to exceed \$22,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (2004052 /520250); approved as to form by County Counsel.

C. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in January of 2025, as submitted.

D. COUNTY COUNSEL

- 1) Adopt **RESOLUTION** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.

***** This item was pulled at the request of Interim County Counsel Josh Brechtel*****

E. OFFICE OF EMERGENCY SERVICES

- 1) Adopt **RESOLUTION** authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of \$128,300 - Emergency Management Performance Grant (EMPG) FY24 Grant Period July 1, 2024, to June 30, 2026; (General Fund Impact) as approved in FY 24/25 budget; approved as to form by County Counsel.

Motion: Adopt [RESOLUTION No. 25-8989](#) authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of \$128,300 - Emergency Management Performance Grant (EMPG) FY24 Grant Period July 1, 2024 to June 30, 2026; (General Fund Impact) as approved in FY 24/25 budget; approved as to form by County Counsel. ,

Action: Approve, **Moved by** Supervisor - District 5 Engel, **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 5 Engel, Supervisor - District 4 Hall.

F. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm monthly alarm monitoring; effective January 1, 2025; not to exceed \$5,000.00; (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.

G. FACILITY SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Kunsman Fence Co.; effective 02/04/2025; not to exceed \$46,664.00; (General Fund Impact) as approved in recommended (FY24/25) budget 2012054 / 540110; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and American Window & Door Systems for window replacement at Portola library; effective 2/4/2025; not to exceed \$102,000.00; (General Fund Impact) as approved in recommended (FY24/25) budget (2012054 / 540110); approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State International; work completed by March 31, 2025; not to exceed \$21,552.10; No General Fund Impact; repair to be paid for by Airport Fund Balance; approved as to form by County Counsel.
- 4) Approve and authorize Board Chair to waive fees for the Chester Junior-Senior High School to use the Almanor Rec Center for a high school dance and fund raiser event on February 15, 2025. General Fund impact will be a loss of revenue in the amount of \$100.

H. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Northern California EMS, Inc. to perform the baseline deliverables, objectives, and activities as indicated in the FY 24-25 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan; effective July 1, 2024; not to exceed \$11,225.40; (No General Fund Impact) (HPP); approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. SHERIFF - Todd Johns

- 1) Adopt **RESOLUTION** authorizing the Sheriff's Office to secure and manage Homeland Security Grant Program funds from the California Office of Emergency Services through FY 2026-2027; approved as to form by County Counsel; discussion and possible action; **Roll call vote**

Motion: Adopt [RESOLUTION No. 25-8990](#) authorizing the Sheriff's Office to secure and manage Homeland Security Grant Program funds from the California Office of Emergency Services through FY 2026-2027; 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 5 Engel, Supervisor - District 4 Hall.

Undersheriff Hermann presents

- 2) Adopt **RESOLUTION** authorizing the Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (USDOJ) for illegal marijuana eradication and suppression efforts; approved as to form by County Counsel; discussion and possible action; **Roll call vote**.

Motion: Adopt [RESOLUTION No. 25-8991](#) authorizing the Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (USDOJ) for illegal marijuana eradication and suppression efforts; 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 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 5 Engel, Supervisor - District 4 Hall.

Undersheriff Hermann presents

Dan Kearns comments regarding drug cartels and grows.

Janet Crane comments

Rick Foster comments

Supervisor McGowan comments

- 3) Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Joseph Schad, D.O. to add to the scope of work where the contractor will approve and manage inmate menus and medical diets as needed; (General Fund Impact) (various budgets); approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Joseph Schad, D.O. to add to the scope of work where the contractor will approve and manage inmate menus and medical diets as needed; (General Fund Impact) (various budgets); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hall.

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 5 Engel, Supervisor - District 4 Hall.

Undersheriff Hermann presents

Supervisor McGowan comments

Janet Crane comments

B. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Adopt **RESOLUTION** to accept Integrated Contract State of California Department of Health Care Services and the County of Plumas to deliver both mental health and substance use disorders services under Drug Medi-Cal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action; **Roll call vote**

Motion: Adopt [RESOLUTION No. 25-8992](#) to accept Integrated Contract State of California Department of Health Care Services and the County of Plumas to deliver both mental health and substance use disorders services under Drug Medi-Cal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action; **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **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 5 Engel, Supervisor - District 4 Hall.

Behavioral Health Director Sharon Sousa presents

C. PUBLIC WORKS/ROAD - Rob Thorman

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and SW Maintenance, Corp to upgrade the fueling facilities at the Beckwourth and Graeagle maintenance yards, effective February 5, 2025; not to exceed \$142,552.40; No General Fund Impact, approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Public Works and SW Maintenance, Corp to upgrade the fueling facilities at the Beckwourth and Graeagle maintenance yards, effective February 5, 2025; not to exceed \$142,552.40; No General Fund Impact, approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 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 5 Engel, Supervisor - District 4 Hall.

Public Works Director Rob Thorman presents

- 2) Approve and authorize the budget transfer of \$143,000 from Professional Services (account 521900), to Capital/Building Improvements (account 540110), a fixed asset account within the Road Fund budget. Approved by Auditor/Controller. Discussion and possible action. (**Four/Fifths roll call vote**).

Motion: Approve and authorize the budget transfer of \$143,000 from Professional Services (account 521900), to Capital/Building Improvements (account 540110), a fixed asset account within the Road Fund budget. Approved by Auditor/Controller. Discussion and possible action. (**Four/Fifths roll call vote**).

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

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

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

Public Works Director Rob Thorman presents

D. FACILITY SERVICES AND AIRPORTS - Nick Collin

- 1) Approve and authorize supplemental budget transfer of \$29,150.00 from Airport Fund Balance (0110) to 2089152 520900 to cover the over-budget costs for unforeseen, necessary repairs to the Chester plow truck and AV Gas fuel tank at Chester Airport; approved by Auditor/Controller.

Four/Fifths roll call vote

Motion: Approve and authorize supplemental budget transfer of \$29,150.00 from Airport Fund Balance (0110) to 2089152 520900 to cover the over-budget costs for unforeseen, necessary repairs to the Chester plow truck and AV Gas fuel tank at Chester Airport; approved by Auditor/Controller. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

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

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

Facilities Director Nick Collin presents via Zoom
Janet Crane comments

E. HUMAN RESOURCES DEPARTMENT - Cyndi Tweedle

- 1) Adopt **RESOLUTION** adopting the Job Classification Plan affected by the California minimum wage rate schedule of \$16.50 per hour; 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

Motion: Adopt [RESOLUTION No. 25-8993](#) adopting the Job Classification Plan affected by the California minimum wage rate schedule of \$16.50 per hour; 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, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **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 5 Engel, Supervisor - District 4 Hall.

Interim Human Resources Director Josh Mizrahi presents
Supervisors Hall and McGowan comment

- 2) Adopt **RESOLUTION** adding new job classification wage ranges to the Plumas County Pay Schedule for Behavioral Health Substance Use Disorder Counselors I and II (per Resolution 2025-8984) and Information Technology's Help Desk Specialist (per Resolution 2025-8986); and amended job classification wage ranges affected by the California minimum wage rate schedule of \$16.50/hr effective January 1, 2025 (per Resolution 2025-XXXX); and to approve Plumas County's revised Pay Schedule (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**

Motion: Adopt [RESOLUTION No. 25-8994](#) adding new job classification wage ranges to the Plumas County Pay Schedule for Behavioral Health Substance Use Disorder Counselors I and II (per Resolution 2025-8984) and Information Technology's Help Desk Specialist (per Resolution 2025-8986); and amended job classification wage ranges affected by the California minimum age rate schedule of \$16.50/hr effective January 1, 2025 (per Resolution 2025-XXXX); and to approve Plumas County's revised Pay Schedule (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, Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hall.

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 5 Engel, Supervisor - District 4 Hall.

Interim Human Resources Director Josh Mizrahi presents

4. BOARD OF SUPERVISORS

- A. Approve and authorize Chair to sign an agreement between Plumas County and Alyssa Thompson to provide public defender services, replacing Jude Koenig due to resignation; effective March 6, 2025 through June 30, 2027; not to exceed \$9,597.88 per month; (General Fund Impact) as approved in adopted (FY24/25) budget; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign an agreement between Plumas County and Alyssa Thompson to provide public defender services, replacing Jude Koenig due to resignation; effective March 6, 2025 through June 30, 2027; not to exceed \$9,597.88 per month; (General Fund Impact) as approved in adopted (FY24/25) budget; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

Interim County Counsel Josh Brechtel presents

B. APPOINTMENTS

- 1) **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Plumas County Planning Commission representing District 4. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

- 2) Appoint Jim Roberti to the Sierra Valley Groundwater Management District Board, for a 4-year term, effective February 4, 2025; discussion and possible action.

Motion: Appoint Jim Roberti to the Sierra Valley Groundwater Management District Board, for a 4-year term, effective February 4, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

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

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

Supervisor Ceresola comments

C. CORRESPONDENCE

Supervisor Goss received correspondence regarding Indian Valley Parks and Recreation.

Supervisor Hall received correspondence regarding emails regarding PRA request.

Supervisor Engel received correspondence regarding Eastern Plumas Chamber of Commerce.

Supervisor McGowan received correspondence regarding property taxes, email asking if the Governor changed building codes.

Supervisor Ceresola received correspondence regarding property taxes. Assessors office, wolf issues, SVGMD, thanks Beckworth road maintenance.

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

Reported by Supervisor Hall regarding matters related to County Government and include Transportation Meeting, PCC Meeting, and took a tour of Housing Development offices, department head check-ins. Speaks about a fellow Board member speaking about political outsiders.

Reported by Supervisor McGowan regarding matters related to County Government and include meeting with high level PG&E individuals

Reported by Supervisor Goss regarding matters related to County Government and include PCCC meeting, department head meetings.

Reported by Supervisor Engel regarding matters related to County Government and included Solid Waste Task Force meeting, Transportation Meeting.

Chair Goss breaks for lunch until 12:45

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

There were no public comments regarding Closed Session.

- A. **TIME CERTAIN: 1:30P.M.** Public Employee Discipline/Dismissal/Release: Personnel Action Appeal Hearing pursuant to Government Code §54957
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1 case)
- C. Threat to Public Services or Facilities; Consultation with Plumas County Sheriff's Office; Sheriff, pursuant to Government Code §54957

- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Conveyance Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Conveyance Program Revenue Bonds, the Adoption of the Delta Conveyance Program Revenue Bond General Bond Resolution for the Issuance of Delta Conveyance Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. CV25-000704

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported that no reportable action on the following items:

5.A

5.B

5.C

Chair Goss reported that the Board has approved to go forward with litigation in reference to Delta Bonds item 5.D

6. ADJOURNMENT

Adjourned meeting to Tuesday, February 11, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON FEBRUARY 11, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Rick Roberti led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss has requested that Item 4.B, and 5.B be removed from the agenda.

Chair Goss has requested that two items be added to the agenda under Departmental Matters;

Letter of Support to California Department of Fish and Wildlife

Approve and authorize Behavioral Health to recruit and fill, funded and allocated vacant 1 FTE Support Services Technicians, as approved in the FY 24/25 budget, state and federal funds.

*******Supervisor Engel made a motion to approve these items, seconded by Supervisor McGowan******

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.

Dan Kearns commented on the illegal cartel marijuana grows in Plumas County; he also offered a short prayer.

Janet Crane asked about the assisted listening devices and wanted to know when the public would be receiving an ENGIE project update.

Anonymous public comment asking when pine needle dumping would be on the agenda, and the highways having potholes on Hwy 89.

An Anonymous Zoom caller commented on COVID-19 in Plumas County

Mike Gardner commented on the disarray of the Feather River Inn.

Ted Stout presented a handout to the Board <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18674>

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Nick Collin (Facilities Director) updated the Board on the start of the first phase of the ENGIE projects.

Sharon Sousa (Behavioral Health Director)

ACTION AGENDA

1. UPDATES AND REPORTS

A. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble reads from a handout he presented to the Board

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18675>

B. Rick Roberti, Sierra Cattlemen's Association Update

**The Board received an update from Rick Roberti regarding the wolves in the county.
There were several public comments made during this update.**

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 1 Ceresola.

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 5 Engel, Supervisor - District 4 Hall.

A. BOARD OF SUPERVISORS

- 1) 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 March 11, 2025;

THIS ITEM WAS TAKEN UP SEPARATELY FROM CONSENT AND VOTED ON

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 March 11, 2025; **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **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 5 Engel, Supervisor - District 4 Hall.

- 2) 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 March 11, 2025.

THIS ITEM WAS TAKEN UP SEPARATELY FROM CONSENT AND VOTED ON

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 March 11, 2025.

Action: Approve, **Moved by** Supervisor - District 3 McGowan, **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 5 Engel, Supervisor - District 4 Hall.

- 3) Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025.

THIS ITEM WAS TAKEN UP SEPARATELY FROM CONSENT AND VOTED ON

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **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 5 Engel, Supervisor - District 4 Hall.

- 4) Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025.

THIS ITEM WAS TAKEN UP SEPARATELY FROM CONSENT AND VOTED ON

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on April 8, 2025., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **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 5 Engel, Supervisor - District 4 Hall.

B. TREASURER-TAX COLLECTOR

- 1) Approve and authorize Treasurer-Tax Collector to recruit and fill, one extra-help Tax Specialist I/II; (General Fund Impact) as approved in the FY24-25 recommended budget.

C. PUBLIC WORKS/ROAD

- 1) Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacancy of One (1) FTE Assistant Director of Public Works, due to promotion; No General Fund Impact; Road budgeted funds.

D. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Plumas Sanitation to provide waste tank pumping services at the Plumas County Correctional Facility; effective January 1, 2025; not to exceed \$10,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (70380 / 521300 Jails/Maint. Building & Grounds); approved as to form by County Counsel.

E. SOCIAL SERVICES

- 1) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 4 FTE Eligibility Specialist; (No General Fund Impact) Federal, State and realignment funds.
- 2) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Social Services Aide; (No General Fund Impact) Funds to support this position come from the 2011 public safety realignment of Child Protective Services.
- 3) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 2 FTE Social Worker I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.
- 4) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Senior Social Worker I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.
- 5) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Welfare Fraud Investigator I/II; (No General Fund Impact) Funds to support this position come from Federal, State and realignment funds.

F. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Community Medical Specialists to provide Tele-Therapy services; effective February 1, 2025; not to exceed \$500,000.00 per fiscal year. (No General Fund Impact) State funds; approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** authorizing Sheriff's Office to apply for and administer grant funding from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Division ; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 25-8995](#) authorizing Sheriff's Office to apply for and administer grant funding from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Division ; (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 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 5 Engel, Supervisor - District 4 Hall.

Sheriff Johns presents

- 2) Approve and authorize the Sheriff to sign two agreements between Plumas County Sheriff's Office and the State of California Department of General Services/California Highway Patrol; effective 10/01/2024; not to exceed \$5,040.00/year total for the first year; (No General Fund Impact) Sheriff's Medcom (EMS) funds 70357-520912; not approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Sheriff to sign two agreements between Plumas County Sheriff's Office and the State of California Department of General Services/California Highway Patrol; effective 10/01/2024; not to exceed \$5,040.00/year total for the first year; (No General Fund Impact) Sheriff's Medcom (EMS) funds 70357-520912; not approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

Sheriff Johns presents

There were several public comments heard regarding this item

- 3) Approve and authorize Plumas County Sheriff to recruit and fill, funded and allocated, vacant Sheriff Sergeant FTE one (1.0); (General Fund Impact) as approved in FY24/25 recommended budget.

Motion: Approve and authorize Plumas County Sheriff to recruit and fill, funded and allocated, vacant Sheriff Sergeant FTE one (1.0); (General Fund Impact) as approved in FY24/25 recommended budget., **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 5 Engel, Supervisor - District 4 Hall.

Sheriff Johns presents

- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and City of Portola for law enforcement services, effective July 1, 2024, incoming revenue totaling approximately \$130,000.00 as approved in FY 24/25, approved as to form by County Counsel.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and City of Portola for law enforcement services, effective July 1, 2024, incoming revenue totaling approximately \$130,000.00 as approved in FY 24/25, approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **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 5 Engel, Supervisor - District 4 Hall.

Sheriff Johns presents

There were several public comments heard regarding this item.

*****Chair Goss requests a 5-minute break*****

4. BOARD OF SUPERVISORS

- A. CONTINUED DISCUSSION FROM JANUARY 21, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Motion: Direct County Counsel to do a review of Board of Equalization Laws, Proposition 8, and 13. Look at different counties regarding deferment of payments, policy changes and communicate with Department heads to come back with a recommendation. CONTINUED DISCUSSION FROM JANUARY 21, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hall.

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 5 Engel, Supervisor - District 4 Hall.

Supervisor Hall presents

There were several public comments heard during this item.

- B. Joint Exercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; discussion and possible action whether the Board is willing to operate this agreement with Plumas County being the governing jurisdiction in the exercise of power under this agreement.

***** This item was pulled from the agenda at the request of Interim County Counsel Brechtel*****

C. PLUMAS COUNTY TOURISM - Sharon Roberts

- 1) Approve and authorize Chair to sign an agreement between Plumas County and Civitas Advisors, Inc. for a Transient Occupancy Tax Information Nondisclosure Agreement; effective February 11, 2025; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County and Civitas Advisors, Inc. for a Transient Occupancy Tax Information Nondisclosure Agreement; effective February 11, 2025; No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4 Hall, **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 5 Engel, Supervisor - District 4 Hall.

Sharon Roberts presents

There were several public comments heard during this item.

D. APPOINTMENTS

- 1) Appoint two Plumas County Supervisors to the Sierra Nevada Conservancy Board, one to serve as an alternate Board member, and one to serve as a County Liaison for Northeast Sierra subregion for a one-year term; discussion and possible action

Motion: Appoint Supervisor McGowan as the alternate, and Supervisor Hall as the County Liaison. Appoint two Plumas County Supervisors to the Sierra Nevada Conservancy Board, one to serve as an alternate Board member, and one to serve as a County Liaison for Northeast Sierra subregion for a one-year term; discussion and possible action, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hall.

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 5 Engel, Supervisor - District 4 Hall.

- 2) **Notice of Vacancy:** This is to announce that five vacancies have occurred on the Plumas County Chester Design Committee representing District 3. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

- 3) Select and appoint a Plumas County Board of Supervisor to the Solid Waste Task Force, effective February 11, 2025; discussion and possible action.

******This item was tabled until February 18, 2025******

E. CORRESPONDENCE

Supervisor Goss received correspondence regarding flooding concerns.

Supervisor Hall received correspondence regarding flooding concerns.

Supervisor Engel received correspondence regarding property tax assessments.

Supervisor McGowan received correspondence regarding snow removal efforts in Chester.

Supervisor Ceresola received correspondence regarding wolves, and thefts occurring on road A23.

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

Reported by Supervisor Hall regarding matters related to County Government and included meeting with Civitas, visiting the Housing Council communications systems.

Reported by Supervisor McGowan regarding matters related to County Government and included MDA agreements and entry into Chester

Reported by Supervisor Goss regarding matters related to County Government and included attending the LAFco meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and included attending the SVGWMD meeting, and the re-charge meetings regarding wolf packs in the county.

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Public Health Director (Board Only)

B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and

(e)(2) of Government Code Section 54956.9 (1 case)

*****This item was pulled at the request of the Chair*****

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was no reportable action taken during closed session on item 5.A
5.B was not discussed.

6. ADJOURNMENT

Adjourned meeting to Tuesday, February 18, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON FEBRUARY 18, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Jackie McLaughlin led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss has requested that Item 1.A be removed from the agenda.
Item 4.A Time Certain at 10:30am will be taken up right at that time.

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.

Jackie McLaughlin updated the Board on some new taxes that they are proposing in Sacramento.
Rick Foster talked about a letter regarding coyotes which was discussed during the February 11, 2024, meeting. The Board has not received the letter from Mr. Roberti yet.
Chair Goss reads a public comment received via email into the record.
<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18682>

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

No Reports Provided.

ACTION AGENDA

1. 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 1 Ceresola.

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 5 Engel, Supervisor - District 4 Hall.

Item 1.A.1 was pulled at the request of the Chair

A. COUNTY COUNSEL

- 1) Adopt **RESOLUTION** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.

*****This item was pulled at the request of the Chair*****

B. PUBLIC WORKS/ROAD

- 1) Approve and authorize Public Works to recruit and fill, funded and allocated, vacant (1) One FTE Deputy Director of Public Works; (No General Fund Impact) road funds.
- 2) Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Equipment Service Worker; (No General Fund Impact) (Road funds).
- 3) Authorization for the Public Works/Road Department to amend the recruitment for an Associate Engineer to read "Assistant Engineer OR Associate Engineer".
- 4) Authorization for the Public Works/Road Department to amend the recruitment for a Principal Transportation Planner to read "Principal Transportation Planner OR Transportation Planner".

C. PUBLIC HEALTH AGENCY

- 1) Adopt **RESOLUTION** to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget 70560 (Health), 70561 (Health CDC), and 70566 (Health-HPP); (No General Fund Impact) (grants budgeted in 70560,70561,70566); approved as to form by County Counsel.
Motion: Adopt [RESOLUTION No. 25-8996](#) to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget 70560 (Health), 70561 (Health CDC), and 70566 (Health-HPP); (No General Fund Impact) (grants budgeted in 70560,70561,70566); approved as to form by County Counsel. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **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 5 Engel, Supervisor - District 4 Hall.
- 2) Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant 1 FTE Division Director Veterans Services Officer; due to retirement; (No General Fund Impact) (Veterans).

D. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize Board Chair to waive fees for the Plumas Charter School to use the Courthouse facility for their 2025 prom. General Fund impact would be a loss of revenue for the county in the amount of approximately \$405.

E. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Partnership Healthplan of California Enhanced Care Management Provider Services; effective upon Board of Supervisors approval; This agreement would allow Behavioral Health to bill Medi-Cal. (No General Fund Impact); approved as to form by County Counsel.

F. BUILDING DEPARTMENT

- 1) Approve and authorize Building Department to recruit and fill, funded and allocated, vacant one (1) FTE Building PlanCheck Inspector due to retirement; (General Fund Impact) as approved in (FY24/25) recommended budget.
- 2) Approve and authorize Building Department to recruit and fill, funded and allocated, vacant one (1) FTE Building Inspector I or II due to resignation; (General Fund Impact) as approved in (FY24/25) recommended budget.

2. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. Adjourn as the Board of Supervisors

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

- 1) Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Conservation District and Rosedale-Rio Bravo Water Storage District for sale of 2,025 acre-feet of carryover water; effective February 18, 2025; totaling \$374,625; Positive General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Conservation District and Rosedale-Rio Bravo Water Storage District for sale of 2,025 acre-feet of carryover water; effective February 18, 2025; totaling \$374,625; Positive 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 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 5 Engel, Supervisor - District 4 Hall.

Public Works Director Rob Thorman presents

Chair Goss states the County is not giving up its water rights.

Supervisor McGowan asks clarifying questions regarding monetary value, and asks if it makes the district whole in regard to loans.

Jane Braxton Little asks about the recent litigation regarding DWR and if it impacts this agreement, Rob Thorman says no.

Public comments regarding storing water

Supervisor Engel comments on staying on course with this project, and congratulates Rob and his staff.

Planning Director Ferguson asks what the terms of the agreement are.

Interim County Counsel Brechtel reconfirms this is a good time to make this agreement.

Jackie McLaughlin makes comments regarding Antelope Lake

Supervisor Hall echoes Supervisor Engels' statements and thanks Rob and his staff.

Janet Crane asks where the water is measured.

C. ADJOURN AS THE PLUMAS COUNTY FLOOD & CONSERVATION DISTRICT

D. RECONVENE AS THE BOARD OF SUPERVISORS

3. DEPARTMENTAL MATTERS

A. PUBLIC WORKS/ROAD - Rob Thorman

- 1) **PUBLIC HEARING 11:00 a.m.** Adopt **RESOLUTION** Establishing an underground utility district in a portion of the community of Chester designating said district an Underground Utility District No. 7; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Roll call vote

Motion: PUBLIC HEARING 11:00 a.m. Adopt [**RESOLUTION No. 25-8997**](#) Establishing an underground utility district in a portion of the community of Chester designating said district an Underground Utility District No. 7; 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 5 Engel, Supervisor - District 4 Hall.

Public Works Director Rob Thorman presents

- 2) Clarification regarding Green Waste Disposal in Plumas County; discussion and possible direction to staff.

Public Works Director Rob Thorman presents

Sean Graham presents

Ricky Ross from IMD presents and answers questions.

Jackie McLaughlin comments regarding the need for the county to purchase a large chipper.

B. PLANNING - Tracey Ferguson

- 1) Approve Grant Agreement for the Plumas County 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program and adopt **RESOLUTION** authorizing the County Planning Director to sign the Program Grant Agreements for disbursement of all grant funds; effective date of grant agreements to be determined based on the individual recipient grant agreement execution dates; not to exceed agreement amounts will vary depending on the recipient grant award; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve Grant Agreement for the Plumas County 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program and adopt [RESOLUTION No. 25-8998](#) authorizing the County Planning Director to sign the Program Grant Agreements for disbursement of all grant funds; effective date of grant agreements to be determined based on the individual recipient grant agreement execution dates; not to exceed agreement amounts will vary depending on the recipient grant award; No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4 Hall, **Seconded by** Supervisor - District 1 Ceresola.

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

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

Supervisor Goss abstains

Planning Director Tracey Ferguson presents

Clint Koble thanks Tracey for her efforts on this grant

Supervisor Hall thanks Tracey for her efforts.

C. BUILDING DEPARTMENT - Michael Coelho

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Building and Shums Coda Associates, Inc. to provide plan review of Greenville Rancheria Health Clinic; effective January 28, 2025; not to exceed \$25,000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action.

Four/Fifths Roll Call Vote

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Building and Shums Coda Associates, Inc. to provide plan review of Greenville Rancheria Health Clinic; effective January 28, 2025; not to exceed \$25,000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action.

Four/Fifths Roll Call Vote, Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hall.

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 Hall.

No: Supervisor - District 5 Engel.

Building Director Michael Coelho presents

Chair Goss asks if the Greenville Rancheria will be picking up any of these fees.

Planning Director Tracey Ferguson asks what the terms of the agreement are.

Auditor-Controller Niemann makes sure that there is a recruit and fill on the agenda to replace the Plan Check Inspector.

Supervisor Engel asks if the Building Department can handle this agreement.

Supervisor McGowan asks questions regarding OSHPOD.

Supervisor Hall comments regarding the plan review when it comes to hospitals and medical nature.

D. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and OLB Associates, LLC for the fixed asset purchase of 80 kw Rehlko generator; total not to exceed \$45,000.00; (No General Fund Impact) AB443 funding, (Sheriff) Account #70330, Fund #544130 (Generator); **Pending budget transfer** approval from Auditor from Title III funding Account # 20027, Fund # 0011 to AB443 Account #70330, Fund #544130 upon purchase of fixed asset. 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 OLB Associates, LLC for the fixed asset purchase of 80 kw Rehlko generator; total not to exceed \$45,000.00; (No General Fund Impact) AB443 funding, (Sheriff) Account #70330, Fund #544130 (Generator); **Pending budget transfer** approval from Auditor from Title III funding Account # 20027, Fund # 0011 to AB443 Account #70330, Fund #544130 upon purchase of fixed asset. 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 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 5 Engel, Supervisor - District 4 Hall.

Sheriff Johns presents

Supervisor McGowan asks if this a part of the ENGIE project.

Janet Crane asks why it wasn't a part of the ENGIE project, and wants to know what AB443 funds are.

Supervisor Hall expands on what AB443 funds are.

Rick Foster asks Supervisor Engel to stick to his vote of no going forward.

- 2) Approve and authorize budget transfer(s) of \$45,000.00 from dept. #70331 (AB443) and account #542200 (Communication Equipment) to dept. #70331 (AB443) account #544130 (Generator) to cover the over-budget costs of the purchase of a 80 kw Rehlko generator; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize budget transfer(s) of \$45,000.00 from dept. #70331 (AB443) and account #542200 (Communication Equipment) to dept. #70331 (AB443) account #544130 (Generator) to cover the over-budget costs of the purchase of a 80 kw Rehlko generator; 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 5 Engel, Supervisor - District 4 Hall.

Sheriff Johns presents

E. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Approve and authorize the Public Health Agency to schedule employee #101678 to a four-ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05; discussion and possible action.

Motion: Approve and authorize the Public Health Agency to schedule employee #101678 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 5 Engel, **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 5 Engel, Supervisor - District 4 Hall.

Public Health Director Nicole Reinert presents

F. LIBRARY - Dora Mitchell

- 1) Adopt **RESOLUTION** to Authorize the Plumas County Librarian to Execute the Grant Funding Agreement LATL 24-53B; (No General Fund Impact) State Library grant funding; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 25-8999](#) to Authorize the Plumas County Librarian to Execute the Grant Funding Agreement LATL 24-53B; (No General Fund Impact) State Library grant funding; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hall.

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 5 Engel, Supervisor - District 4 Hall.

Librarian Dora Mitchell presented via Zoom.

G. HUMAN RESOURCES - Joshua Mizrahi

- 1) Adopt **RESOLUTION** amending the Plumas County Assistant Engineer Job Classification in the Public Works Department; (No General Fund Impact); road funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 25-9000](#) amending the Plumas County Assistant Engineer Job Classification in the Public Works Department; (No General Fund Impact); road funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hall.

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 5 Engel, Supervisor - District 4 Hall.

Interim Human Resources Director Josh Mizrahi presents

- 2) Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Public Works Department, Budget Unit #20521; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 25-9001](#) to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Public Works Department, Budget Unit #20521; (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 4 Hall. **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 5 Engel, Supervisor - District 4 Hall.
Interim Human Resources Director Josh Mizrahi presents

- 3) Adopt **RESOLUTION** adopting new Plumas County Transportation Job Classification in the Public Works Department Base Wage \$31.94/Hour; (No General Fund Impact); road funds approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 25-9002](#) adopting new Plumas County Transportation Job Classification in the Public Works Department Base Wage \$31.94/Hour; (No General Fund Impact); road funds approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hall. **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 5 Engel, Supervisor - District 4 Hall.
Interim Human Resources Director Josh Mizrahi presents

4. **BOARD OF SUPERVISORS**

- A. **TIME CERTAIN 10:30 a.m.** Approve and authorize Chair to sign Joint Exercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; effective March 5, 2025; approved as to form by County Counsel; discussion and possible action.

Motion: **TIME CERTAIN 10:30 a.m.** Approve and authorize Chair to sign Joint Exercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; effective March 5, 2025; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4 Hall, **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 5 Engel, Supervisor - District 4 Hall.
Donna Stone with NorCal EMS presents
Supervisor Hall thinks this is a great move.

- B. Approve and authorize Chair to sign a Letter of Support to President Trump regarding Federal action needed to expedite Fire Mitigation on public lands; discussion and possible action.

Motion: Approve and authorize Chair to sign a Letter of Support to President Trump regarding Federal action needed to expedite Fire Mitigation on public lands; 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 5 Engel, Supervisor - District 4 Hall.

- C. Approve and authorize Chair to sign a Letter of Support to Governor Newsom regarding action

needed to address wildfire threats and California's insurance crisis; discussion and possible action.

Motion: Approve and authorize Chair to sign a Letter of Support to Governor Newsom regarding action needed to address wildfire threats and California's insurance crisis; 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 5 Engel, Supervisor - District 4 Hall.

- D. Approve and authorize Chair to sign two Letters of Support to Senator Megan Dahle, and Congressman Kevin Kiley requesting advocacy and urgent support of Secure Rural Schools (SRS) funding; discussion and possible action.

Motion: Cc Congressman LaMalfa and ask CSAC, and RCRC for legislative support. Approve and authorize Chair to sign two Letters of Support to Senator Megan Dahle, and Congressman Kevin Kiley requesting advocacy and urgent support of Secure Rural Schools (SRS) funding; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

E. APPOINTMENTS

- 1) **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Greenhorn Creek Community Services District Board. If any member of the public is interested in serving of a county board, commission or committee (BCC), please contact the office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

- 2) Appoint Allen Hiskey, Clerk of the Board to the Integrated Solid Waste Management Task Force, effective February 18, 2025; discussion and possible action.

Motion: Appoint Allen Hiskey, Clerk of the Board to the Integrated Solid Waste Management Task Force, effective February 18, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

F. CORRESPONDENCE

Supervisor Goss received correspondence regarding wolf on Blackhawk Rd in Quincy, a meeting with Code Enforcement and Rotary in Greenville.

Supervisor Hall received correspondence regarding the need for BOS/PCOE support, community groups, and a town hall meeting on March 6, 2025, at 6:30pm at the Library in Quincy.

Supervisor Engel received correspondence regarding property tax and wolf sightings.

Supervisor McGowan received correspondence regarding PCOE concerns

Supervisor Ceresola received correspondence regarding wolves, and the recharge efforts

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 attending the Chili Cook Off in Chester, and the community supper.

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Interim County Counsel read into record for item 5.D the following properties were discussed:

Portola Courthouse, 161 Nevada St. Portola, CA 96122

Greenville Courthouse, 115 Crescent St/Hwy 89 Greenville, CA 95947

Chester Courthouse, 222 1st Avenue, Chester, CA 96010

- A. Personnel: Public Employee Performance Evaluation - Public Health Director
- B. Conference with Legal Counsel: Claim against the County filed by Caleb Duerr, received February 6, 2025
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1case)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) (e)(1) of Government Code §54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported that item 5.B was untimely filed by Mr. Duerr, and a letter will be mailed.

Chair Goss reported that Item 5.D. was direction to staff to start an Request for Qualifications for Brokers
Items 5.A, C, and E no reportable action.

6. ADJOURNMENT

Adjourned meeting to Tuesday, March 4, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Restpadd-Redding, a psychiatric health facility providing therapeutic and rehabilitation services; effective July 1, 2025; not to exceed \$300,000.00 for fiscal year 2025/26 and 2026/27; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Restpadd-Redding, a psychiatric health facility providing therapeutic and rehabilitation services; effective July 1, 2025; not to exceed \$300,000.00 for fiscal years 2025/26 and 2026/27; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Background and Discussion:

A psychiatric health facility providing therapeutic and rehabilitation services

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Restpadd-Redding, a psychiatric health facility providing therapeutic and rehabilitation services; effective July 1, 2025; not to exceed \$300,000.00 for fiscal years 2025/26 and 2026/27; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and federal funds

Attachments:

1. 0580_001

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Restpadd Incorporated, Redding (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 the maximum compensation amount of three hundred thousand dollars (\$300,000.00) for fiscal year 2025/26 and fiscal year 2026/27. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2025, and shall remain in effect through June 30, 2027, unless terminated earlier pursuant to this Agreement.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this 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

____ COUNTY INITIALS

- 1 -

____ CONTRACTOR INITIALS

the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

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

____ COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS ____

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

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

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

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

____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS ____

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

County:

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

Contractor:

Kirk Edgar
Secretary
Restpadd Inc., Redding
2750 Eureka Way
Redding, CA 96001

____ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS ____

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

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

____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS ____

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

CONTRACTOR:

Restpadd Incorporated, Redding

By: _____

Name: Robert Kirt Edgar, RN

Title: Administrator

Date signed:

COUNTY:

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

By: _____

Name: Sharon Sousa, LMFT

Title: Behavioral Health Director

Date signed: 02/18/2025

APPROVED AS TO CONTENT:

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST


By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:


Joshua Breehtel, Attorney
County Counsel's Office

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 Restpadd Incorporated, Redding, referred to herein as Business Associate ("BA"), dated July 1, 2025.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

____ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS ____

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

Name: Sharon Sousa LMFT
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: Sharon R. Sousa, LMFT
Date: 02/10/2025

BUSINESS ASSOCIATE

Name: Robert Kirk Edgar
Title: Administrator
Address: 2750 Eureka Way
Redding, CA 96001
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

SERVICES TO BE PROVIDED

FEE FOR SERVICE ACCESS: CONTRACTOR will provide COUNTY access to bed space on a first come, first serve, "Fee for Service" basis. COUNTY agrees to pay the all-inclusive "fee for service" daily rate from the day of admission to the day of discharge, excluding the day of discharge.

CONTRACTOR shall provide acute psychiatric inpatient care to clients referred by COUNTY under the general direction of the medical director and clinical director.

COUNTY is eligible to receive Medi-Cal reimbursement from the State of California, Department of Mental Health for these bed days. COUNTY may place either male or female patients at CONTRACTOR's psychiatric health facilities (PHF).

The County Mental Health Managed Care Plan will determine the appropriateness of placement based on clinical medical necessity criteria. CONTRACTOR will make every reasonable effort to arrange its occupied bed days to permit COUNTY to place a patient at any time in accordance with agreed upon admission criteria.

PROGRAM

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital, 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis whose physical health needs can be met by an affiliated hospital or an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept "involuntary" adult patients who are referred from Plumas County Mental Health agency and subject to utilization review criteria for medical and service necessity.

____ COUNTY INITIALS

- 17 -

CONTRACTOR INITIALS ____

Patients will be discharged or transferred from this facility when:

- The patient has successfully completed a treatment plan and no longer meets medical or service necessity criteria
 - The patient no longer meets the criteria for an involuntary hold
 - The patient needs a higher level of medical or psychiatric care.
- It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition.

Transportation from COUNTY to hospital and upon discharge from the hospital to COUNTY will be the responsibility of and expense of COUNTY. All aftercare arrangements will be the responsibility of the COUNTY. COUNTY, before transporting and admitting a patient into the hospital will make prior arrangement with CONTRACTOR and obtain permission for admission. It is further understood and agreed that COUNTY will arrange for transportation back to COUNTY of all patients within 24 hours of termination of the 72-hour or 14-day Certification period in which CONTRACTOR may legally retain those involuntary patients that COUNTY refers to CONTRACTOR

Restpadd PHF has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs.

____ COUNTY INITIALS

- 18 -

CONTRACTOR INITIALS ____

EXHIBIT B - FEE SCHEDULE

Fiscal year 2025/2026 Rates

Adults \$1135.00 per day

Fiscal year 2026/2027 Rates

Adults \$1135.00 per 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 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 are self-executing upon such notification of the change in rates.

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

____ COUNTY INITIALS

- 19 -

CONTRACTOR INITIALS ____

PCBH2527 RESTPADD-REDDING-INC

____ COUNTY INITIALS

- 20 -

CONTRACTOR INITIALS ____



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Che Shannon, Management Analyst II
MEETING DATE: March 4, 2025
SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Restpadd-Red Bluff, a psychiatric health facility providing therapeutic and rehabilitation services to youth; effective July 1, 2025; not to exceed \$400,000.00 for fiscal year 2025/26 and 26/27; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Restpadd-Red Bluff, a psychiatric health facility providing therapeutic and rehabilitation services to youth; effective July 1, 2025; not to exceed \$400,000.00 for fiscal year 2025/26 and 2026/27; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Background and Discussion:

Restpadd-Red Bluff, a psychiatric health facility providing therapeutic and rehabilitation services to youth.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Restpadd-Red Bluff, a psychiatric health facility providing therapeutic and rehabilitation services to youth; effective July 1, 2025; not to exceed \$400,000.00 for fiscal years 2025/26 and 2026/27

Fiscal Impact:

(No General Fund Impact) State and Federal funds

Attachments:

1. 0581_001

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Restpadd Health Corporation, Red Bluff, a California corporation, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed the maximum compensation amount of four hundred thousand dollars (\$400,000.00) for fiscal year 2025/26, and fiscal year 2026/27. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. Term. The term of this Agreement commences July 1, 2025, and shall remain in effect through June 30, 2027, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this 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

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

____ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS ____

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

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

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

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

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

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

____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS ____

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

County:

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

Contractor:

Bill Hunt
Administrator
Restpadd Health Corporation, Red Bluff
925 Walnut
Red Bluff, CA 96080

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

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

PCBH2527 RESTPADD-REDBLUFF-CORP

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

CONTRACTOR:

Restpadd Health Corporation, Red Bluff

By: _____
Name: William Hunt
Title: Administrator
Date signed:

COUNTY:

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

By: Sharon R. Sousa-LMFT
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed: 02/10/2025

APPROVED AS TO CONTENT:

Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST

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

Approved as to form:



Joshua Breehtel, Attorney
County Counsel's Office

____ COUNTY INITIALS

COUNTY INITIALS _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Restpadd Health Corporation, Red Bluff, referred to herein as Business Associate ("BA"), dated July 1, 2025

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

PCBH2527 RESTPADD-REDBLUFF-CORP

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

COVERED ENTITY

Name: Sharon Sousa, LMFT _____

Title: Behavioral Health Director

Address: 270 County Hospital Road, Suite 109

Quincy, California 95971

Signed: Sharon E. Sousa, LMFT

Date: 02/18/2025

BUSINESS ASSOCIATE

Name: Bill Hunt

Title: Administrator

Address: 2750 Eureka Way

Redding Ca 96001

Signed: _____

Date: _____

____ COUNTY INITIALS

- 16 -

CONTRACTOR INITIALS _____

EXHIBIT A - SCOPE OF WORK

1. SCOPE OF SERVICES:

a. Fee for Service Access:

Contractor will provide County access to a bed space on a first come, first serve "Fee for Services" basis. County agrees to pay the all-inclusive "fee for service" daily rate as set forth in Section 2 below from the day of admission to the day of discharge.

County is eligible to receive Medi-Cal reimbursement from the State of California, Department of Health Care Services for these bed days. County may place either Adult or Children patients at Contractor's psychiatric health facility (PHF).

The county Adult System of Care will determine the appropriateness of placement based on clinical medical necessity criteria.

b. Program:

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability, and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept "involuntary" and "voluntary" adult or children patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring county Adults System or Care and subject to utilization review criteria for medical and service necessity.

Patients will be discharged or transferred from this facility when: 1) the patients has successfully completed a treatment plan and no longer meets medical or service necessary criteria, 2: the patient no longer meets criteria for an involuntary

hold, or 3) the patients' needs a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition.

Transportation from COUNTY to hospital and upon discharge from the hospital to COUNTY will be the responsibility of and expense of COUNTY. All aftercare arrangements will be the responsibility of the COUNTY. COUNTY, before transporting and admitting a patient into the hospital will make prior arrangement with CONTRACTOR and obtain permission for admission. It is further understood and agreed that COUNTY will arrange for transportation back to COUNTY of all patients within 24 hours of termination of the 72-hour or 14-day Certification period in which CONTRACTOR may legally retain those involuntary patients that COUNTY refers to CONTRACTOR

Restpadd Psychiatric Health Facility has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs. Other than the case of a health emergency, where an urgent referral is needed. Restpadd Psychiatric Health Facility (PHF), shall obtain approval of the County contract administrator before referring and transferring the patient to a different placement.

This psychiatric program is designed for the treatment of adult and children patients, with primary psychiatric diagnosis. The following patients are excluded:

1. Patients who have the primary diagnosis of an eating disorder (anorexia nervosa or bulimia) as defined in Section 1254.5(b) of the California Health and Safety Code.
2. Patients who have the primary diagnosis of chemical dependency, chemical intoxication, or chemical withdrawal.
3. Individuals with major mental disorders will not be admitted if their treatment requires medical interventions beyond the level appropriate to a psychiatric health facility, including:
 - a. Detoxification from substance abuse
 - b. Treatment for substance induced delirium
4. Disorders caused by chronic organic brain dysfunction.
5. Behavioral, cognitive and/or physical impairment which would render the patients unable to function at a minimally acceptable level within

the treatment program, such as a medically unstable patient whose safety requires treatment in a medical surgical hospital.

6. Those who meet criteria for less restrictive treatment.

c. Average Length of Stay

The length of stay at the Restpadd PHF is planned to meet the acute psychiatric needs of the patients referred to the program. Restpadd PHF will accept both voluntary and involuntary patients who meet the admission criteria for the program.

It is expected that many of the patients referred to Restpadd PHF will be on an involuntary hold, which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity.

To continue treatment, a patient must either agree to be treated on a voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority.

It is anticipated that the average length of stay at the PHF will be between 3 to 5 days. Stays of less than three days, or longer than 5 days, will be dependent on the individual needs of the patient. In all cases, individual care will be coordinated with the County Contract Manager. Discharge planning and aftercare will be coordinated with the patient's referring agency/caseworker to ensure post-discharge placement, medication support, and social, vocational, and educational services as appropriate.

Restpadd PHF is responsible for coordinating the logistics for certification review involuntary medication, and writ hearings. County is not responsible for providing staff for advocacy during these hearings or associated costs for these hearings.

d. Admission Process

Upon receipt of physician's orders and signed consent for treatment (or 5150), the patients meeting admission criteria will be admitted to Restpadd PHF. An initial assessment will be completed by a licensed nurse. The physician's admission orders and the nursing assessment then guide the preliminary treatment plan.

e. Assessment and Evaluation Procedures

Assessment of all patients begins on admission and is integral to the treatment process. Treatment planning is individualized according to individual needs identified through assessments. Primary assessments include the following:

Psychiatric Evaluation, Medical History and Physical, Nursing Assessment, Psychosocial History, and Recreational Specialist Assessment.

As indicated by patient need, physician and treatment team assessment, the following additional assessments may be provided:

Nutrition Assessment, Other Assessments: Laboratory, radiology, MRI, EKG/EEG, CT Scan, vocational, rehabilitation and other specialized consultations are ordered on an individualized basis to assure optimal utilization of resources. In addition, physician declaration documents will be completed as necessary in preparation for Lanterman-Petris Short (LPS) court proceedings.

- f. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the County Contract Administrator, by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following information:
 - i. Name and address of the injured or deceased person;
 - ii. Name and address of Contractor's subcontractor, if any; and
 - iii. Name and address of Contractor's liability insurance carrier believed to be involved.

EXHIBIT B - FEE SCHEDULE

DAILY ALL-INCLUSIVE RATES

Fiscal year 25/26

ADULTS

Adult patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$1135.00 per day, excluding the day of discharge.

CHILDREN/YOUTH

Children/Youth patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$1405.00 per day, excluding the day of discharge.

DAILY ALL-INCLUSIVE RATES

Fiscal year 26/27

ADULTS

Adult patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$1135.00 per day, excluding the day of discharge.

CHILDREN/YOUTH

Children/Youth patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$1405.00 per day, excluding the day of discharge.

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 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 are self-executing upon such notification of the change in rates.

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



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Healthcare, an acute psychiatric hospital offering mental health treatment and stabilization services. Effective July 1, 2024; not to exceed \$150,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Healthcare, an acute psychiatric hospital offering mental health treatment and stabilization services. Effective July 1, 2024; not to exceed \$150,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Background and Discussion:

Sacramento Behavioral Healthcare, an acute psychiatric hospital offering mental health treatment and stabilization services

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Healthcare, an acute psychiatric hospital offering mental health treatment and stabilization services. Effective July 1, 2024; not to exceed \$150,000.00; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal funds

Attachments:

1. 0582_001

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Sacramento Behavioral Healthcare Hospital 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 One hundred fifty thousand dollars (\$150,000). CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences on July 1, 2024, and shall remain in effect through June 30, 2026, 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 Sacramento Behavioral Healthcare Hospital, 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

____ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS _____

facility. County shall continue to pay Contractor for such services at Contractor's contracted rate.

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

____ COUNTY INITIALS

- 2 - CONTRACTOR INITIALS _____

damages, reasonable costs, reasonable expenses, and 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

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.

____ COUNTY INITIALS

- 4 - CONTRACTOR INITIALS _____

16. Choice of Law. The laws of the State of California shall govern this agreement.
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:

Nathan Jensen, CEO
Sacramento Behavioral Healthcare Hospital LLC
1287 Fulton Road
Santa Rosa, CA 95401

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.
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.

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

CONTRACTOR:

Aurora Behavioral Healthcare Santa Rosa
LLC

By: _____
Name: Nathan Jensen
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By: _____
Name: Wade Sturgeon
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: Sharon R. Sousa, LMFT
Name: Sharon Sousa
Title: Behavioral Health LMFT Director
Date signed: 02/18/2025


APPROVED AS TO CONTENT:

Name: Kevin Goss
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

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 Sacramento Behavioral Healthcare Hospital, 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.

____ COUNTY INITIALS

- 9 - CONTRACTOR INITIALS _____

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a

violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is 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

____ COUNTY INITIALS

- 11 - CONTRACTOR INITIALS ____

and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

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

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

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

and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

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

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

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

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

3. **Termination**

____ COUNTY INITIALS

- 13 - CONTRACTOR INITIALS _____

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or

____ COUNTY INITIALS

- 14 - CONTRACTOR INITIALS ____

confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

____ COUNTY INITIALS

- 15 - CONTRACTOR INITIALS _____

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

COVERED ENTITY

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

02/18/25 Signed: Sharon Sousa LMFT

BUSINESS ASSOCIATE

Name: Nathan Jensen
Title: Chief Executive Director
Address: 1287 Fulton Road
Santa Rosa, California 95401

Signed: _____

EXHIBIT A - SCOPE OF WORK

Sacramento Behavioral 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.

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.

____ COUNTY INITIALS

- 18 - CONTRACTOR INITIALS ____

- c) Bear the Contractor Agreement Number.
- d) Identify the expense, billing and/or performance period covered on invoice
- e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

COUNTY 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.



PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 4, 2025

SUBJECT: Requesting the Board to approve and authorize the Chair to sign 5 Service Agreements in the amount of \$10,000 each between the County and current Behavioral Health employees; #100828, #101042, #100567, #100926, #100960 for the MHSA Behavioral Health Employee Loan Assumption Program. The Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current approved MHSA Program and Expenditure Plan, 2023-2026, approved as to form by County Counsel.

Recommendation:

Requesting the Board to approve and authorize the Chair to sign 5 Service Agreements in the amount of \$10,000 each between the County and current Behavioral Health employees; #100828, #101042, #100567, #100926, #100960 for the MHSA Behavioral Health Employee Loan Assumption Program. The Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current approved MHSA Program and Expenditure Plan, 2023-2026, approved as to form by County Counsel. Health Care Services.

Background and Discussion:

Plumas County has identified a need for greater local incentives in effort to "grow our own" licensed behavioral health staff for hard-to-fill clinical and other positions. To broaden availability of the current statewide Mental Health Loan Assumption Program, the Behavioral Health Department offers a local incentive program to current eligible employees of the Department who have completed a degree toward licensure in these hard-to-fill positions. These positions may include licensed professionals, e.g., Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), and Psychologists, as well as Psychiatric Nurse Practitioners and professional Administrators – who choose to work for a local public mental health plan. The program enrolls up to five full-time department employees through its competitive application process, for up to \$10,000/per year loan assumption paid by the Department for each employee who has demonstrated the equivalent of twelve continuous months of full-time employment. The mandated MHSA lifetime maximum per employee is \$50,000 combined, whether they apply for local WET funds or through the statewide competitive Office of Statewide Health Planning and Development, OSHPD, program. Funding through the statewide program has not yet been re-authorized. A local loan assumption program allows PCBH to continue to retain staff in the face of a statewide and national shortage of mental health professionals.

Local authority to develop a County Mental Health Loan Assumption Program is described in California Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, Subsection 3850, which states, "Workforce Education and Training funds may be used to establish a locally administered Mental Health Loan Assumption Program to pay a portion of the educational costs of individuals who make a commitment to work in the Public Mental Health System in a position that is hard-to-fill or in which it is hard to retain staff, as determined by the County. This program may be established at the county level."

Action:

Requesting the Board to approve and authorize the Chair to sign 5 Service Agreements; for the amount of

\$10,000 each from the County of Plumas County Behavioral Health for the MHSA Behavioral Health Employee Loan Assumption Program. Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current approved MHSA Program and Expenditure Plan, 2023-2026 Approved to form by County Counsel

Fiscal Impact:

Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current, approved MHSA Program and Expenditure Plan, 2023-26

Attachments:

1. 02222025

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Lisa Beck # 100828

Title/Position: Department Fiscal Officer II

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

US Department of Education
(Financial Institution Name)

PO Box 790322, St. Louis, MO 63179-0322
(Financial Institution Mailing Address)

1286827464
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 01/01/2024 to 12/31/2024. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

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



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

Lisa Beck
Print: Employee Name


Employee Signature

Date 2/18/2025

Sharon R. Sousa, Esq.
Sharon Sousa, Director

Date 02/14/2025

Kevin Goss
Chair, Board of Supervisors

Date _____

Attest to: _____
Allen Hiskey
Clerk, Board of Supervisors

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Eliza Fletcher # 101042

Title/Position: Nursing Supervisor

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

Aidvantage – Federal Student Aid Loan Servicing
(Financial Institution Name)

PO Box 4450, Portland, OR, 97208-4450
(Financial Institution Mailing Address)

9506125722
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

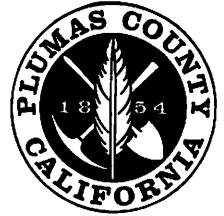
Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 01/01/2024 to 12/31/2024. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Sharon Sousa – Director

- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health director and I understand and agree to the conditions set forth herein.

Eliza Fletcher
Print: Employee Name

[Signature]
Employee Signature

11 FEB 2025
Date

COUNTY OF PLUMAS:

Sharon R. Sousa, MFT
Sharon Sousa, Director

02/14/2025
Date

Kevin Goss
Chair, Board of Supervisors

Date

Attest to: _____
Allen Hiskey
Clerk, Board of Supervisors

Approved as to form:

[Signature]
Craig Settemire
Counsel

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Jessica McGill #100567

Title/Position: Quality Improvement and Compliance Manager

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

Aidvantage – Federal Student Aid Loan Servicing
(Financial Institution Name)

PO Box 4450, Portland, OR, 97208-4450
(Financial Institution Mailing Address)

9239422902
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Sharon Sousa – Director

as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 01/01/2024 to 12/31/2024. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Sharon Sousa – Director

- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health director and I understand and agree to the conditions set forth herein.

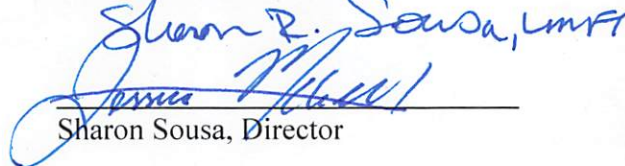
Jessica McGill

Print: Employee Name


Employee Signature

2/14/25
Date

COUNTY OF PLUMAS:


Sharon Sousa, Director

2/14/25
Date

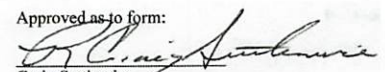
Kevin Goss
Chair, Board of Supervisors

Date

Attest to:

Allen Hiskey
Clerk, Board of Supervisors

Approved as to form:


Craig Settlemyre
Counsel

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Gary Sanderson # 100 926

Title/Position: Alcohol and Drug Administrator

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

Aidvantage – Federal Student Aid Loan Servicing
(Financial Institution Name)

PO Box 4450, Portland, OR, 97208-4450
(Financial Institution Mailing Address)

9157224900
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 01/01/2024 to 12/31/2024. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

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

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Avery Pound \$101,600

Title/Position: Systems Analyst

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

US Department of Education
(Financial Institution Name)

PO Box 790322, St. Louis, MO 63179-0322
(Financial Institution Mailing Address)

1116434999
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

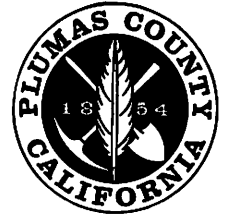
Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 03/25/2024 to 03/25/2025. Amount of educational loan assumption to be made for this Service Agreement period is nine thousand three hundred twenty seven dollars and twenty seven cents (\$ 9,327.27).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Sharon Sousa – Director

- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health director and I understand and agree to the conditions set forth herein.

Avery POUND
Print: Employee Name


Employee Signature

2/14/25

Date

COUNTY OF PLUMAS:

Sharon P. Sousa, LMFT
Sharon Sousa, Director

02/14/2025


Date

Kevin Goss
Chair, Board of Supervisors

Date _____

Attest to: _____
Allen Hiskey
Clerk, Board of Supervisors

Approved as to form:


Craig Settemire
Counsel



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sarah Novak, Sheriff's Fiscal Officer
MEETING DATE: March 4, 2025
SUBJECT: Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name to Ubeo West, LLC; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name to Ubeo West, LLC; approved as to form by County Counsel.

Background and Discussion:

Amendment to the contract with Ray Morgan, LLC in which any reference to Ray Morgan, LLC, will be changed to Ubeo West, LLC.

Action:

Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name to Ubeo West, LLC; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Plumas County Sheriff Coroner - Maintenance Agreement
2. 4945 FINAL

Services Agreement

This Agreement is made and entered into this 1st day of May, 2022 ("Effective Date") by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Plumas County Sheriff/Coroner (hereinafter referred to as "County"), and Ray Morgan Company, LLC, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Thousand Dollars and No Cents (\$3,000.00) per twelve (12) month period.
3. Term. The term of this agreement shall commence on the Effective Date and continue for a term of three (3) years, unless terminated earlier as provided herein. The agreement shall automatically renew annually beyond the three (3) year term unless either party requests a change in writing.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS 

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

____ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS



endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

____ COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS 

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS 

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

County:

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

Contractor:

Ray Morgan Company, LLC
3131 Esplanade
Chico, CA 95973
Attention: Michael Gregg

____ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS



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

____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS 

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

CONTRACTOR:

Ray Morgan Company, LLC

By: [Signature] Date: 5-6-22
Name: Greg Martin
Title: Managing Member

COUNTY:

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

By: [Signature]
Name: Todd Johns
Title: Sheriff-Coroner
Date signed:

ATTEST:

By: [Signature]
Name: Heidi White
Title: Clerk of the Board of Supervisors
Date signed: 5-3-2022

By: [Signature]
Kevin Goss
Board of Supervisors
Date signed: 5/3/2022

Approved as to form:

[Signature] 4/19/2022
Joshua Brechtel
Deputy County Counsel I

____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS [Signature]

EXHIBIT A

Scope of Work

1. Contractor shall provide maintenance services for (1) Canon iR ADV C5860i copier, (1) Canon iR ADV 4745i copier and (1) Canon iR ADV 6860i copier and related parts and equipment.
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include all parts, labor, service and supplies including toner and drums (excluding paper and staples only).
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.
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 between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is nonfunctional and repairs cannot be completed within twenty-four (24) working hours.

____ COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

1. County shall pay a flat fee of \$448.20 plus applicable taxes per quarter for 54,000 black and white copies covered by this agreement.
2. County shall pay an additional \$0.0083 plus applicable taxes for every black & white copy made in excess of 54,000 per quarter plus \$0.0558 for every color copy plus applicable taxes to be added to the invoice.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
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 by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for

____ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS 

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND RAY MORGAN COMPANY, LLC**

This First Amendment to Agreement ("Amendment") is made on March 4, 2025, between PLUMAS COUNTY, a political subdivision of the State of California, by and through its SHERIFF'S DEPARTMENT ("COUNTY"), and RAY MORGAN COMPANY, LLC ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. COUNTY and CONTRACTOR have entered into a written Agreement dated May 6, 2022, (the "Agreement"), in which CONTRACTOR agreed to provide COUNTY with maintenance services for (1) Canon iR ADV C5860i copier, (1) Canon iR ADV 4745i copier and (1) Canon iR ADV 6860i copier.
 - b. Because CONTRACTOR had a change in business name and payments are to be made to the copier leasing company, Canon Financial Services, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Any reference to Ray Morgan Company, LLC be changed to UBEO WEST, LLC.
 - b. Exhibit B is amended to include the following:
 1. All maintenance invoices for this agreement will be generated by and payment shall be made to:

Ubeo West, LLC.
PO Box 301062
Los Angeles, CA 90030-1062
 2. County shall provide a Certificate of Insurance to Canon Financial Services, Inc. (CFS) listing them as the Loss Payee/Additional Insured.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated May 6, 2022, shall remain unchanged and in full force and effect.

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: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:


By: _____

Name: Allen L. Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:



Joshua Breehtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name to Ubeo West, LLC and amending that all lease invoices for this lease agreement will be generated by and payment shall be made to Canon Financial Services; no additional monies; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name to Ubeo West, LLC and amending that all lease invoices for this lease agreement will be generated by and payment shall be made to Canon Financial Services; no additional monies; approved as to form by County Counsel.

Background and Discussion:

Amendment to change the company name to Ubeo West, LLC and amending that all lease invoices for this lease agreement will be generated by and payment shall be made to Canon Financial Services

Action:

Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name to Ubeo West, LLC and amending that all lease invoices for this lease agreement will be generated by and payment shall be made to Canon Financial Services; no additional monies; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. PCSO00104 Amendment
2. PCSO00104 Lease Agreement

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND RAY MORGAN COMPANY, LLC**

This First Amendment to Agreement ("Amendment") is made on March 4, 2025, between PLUMAS COUNTY, a political subdivision of the State of California, by and through its SHERIFF'S DEPARTMENT ("COUNTY"), and RAY MORGAN COMPANY, LLC ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. COUNTY and CONTRACTOR have entered into a written Agreement dated April 12, 2022, (the "Agreement"), in which CONTRACTOR agreed to provide COUNTY with leases for (1) Canon iR ADV C5860i copier, (1) Canon iR ADV 4745i copier and (1) Canon iR ADV 6860i copier.

- b. Because CONTRACTOR had a change in business name and payments are to be made to the copier leasing company, Canon Financial Services, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. Any reference to Ray Morgan Company, LLC be changed to UBEO WEST, LLC.

- b. Agreement is amended to include the following:

1. All lease invoices for this agreement will be generated by and payment shall be made to:

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

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated April 12, 2022, shall remain unchanged and in full force and effect.

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: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:


By: _____

Name: Allen L. Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:



Joshua Breehtel, Attorney
County Counsel's Office

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. In addition, should this Agreement replace a previous Ray A. Morgan Company generated equipment lease, a CLOSING BILL on the agreement being replaced, up to the installation date of the new equipment, will be sent approximately (10) days after delivery of the new equipment. You agree to pay this CLOSING BILL charges as they represent valid charges for product and services provided under the prior agreement up to the installation date of the new equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) If the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

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 SUBRENT 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 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. In other 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. **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 to 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: 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 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.**



Ray Morgan Company

AGREEMENT NO.
PCSO00104

CALIFORNIA JUDICIAL REFERENCE & STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # PCSO00104 and any future supplements/schedules thereto, between **Plumas County Sheriff's/Coroner Office**, as Customer and **Ray A. Morgan Company**, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following California Judicial Reference language:

1. Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to judicial reference, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure ("CCCP") §§ 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least 10 years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCCP § 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within 10 calendar days after one party serves a written notice of intent for judicial reference upon the other parties, then the referee will be selected by the court in accordance with CCCP § 640(b).
3. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCCP, the Rules of Court, and the California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCCP §§ 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
4. Notwithstanding the preceding agreement to submit Disputes to a judicial referee, the parties preserve, without diminution, certain rights and remedies at law or equity and under the Agreement that such parties may employ or exercise freely, either alone or in conjunction with or during a Dispute. Each party shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, setoff, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of a judicial referee to grant similar remedies that may be requested by a party in a Dispute. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Addendum for judicial reference of any Dispute. The parties do not waive any applicable federal or state substantive law except as provided herein.
5. If a Dispute includes multiple claims, some of which are found not subject to this Addendum, the parties shall stay the proceedings of the claims not subject to this Addendum until all other claims are resolved in accordance with this Addendum. If there are Disputes by or against multiple parties, some of which are not subject to this Addendum, the parties shall sever the Disputes subject to this Addendum and resolve them in accordance with this Addendum.
6. During the pendency of any Dispute that is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Addendum. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
7. In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.
8. THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638.

The parties wish to amend the above-referenced Agreement by adding the following State & Local Government language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, 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."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

Ray A. Morgan Company

Lessor

Signature

Title

Date

Kevin Goss, Chair

Customer

Signature

Board of Supervisors

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

**Addendum to Agreement
for application #
PCSO00104**

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

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

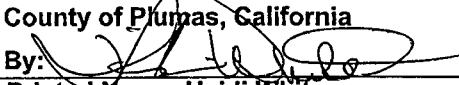
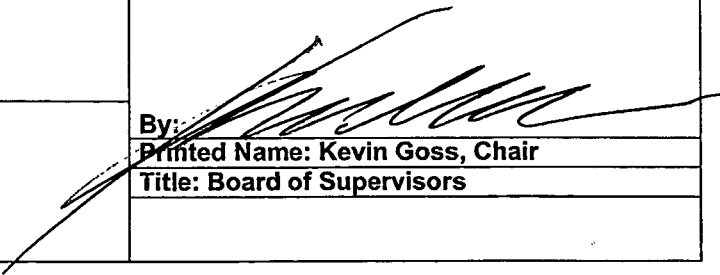
Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall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

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

The terms and conditions paragraph(s) in the Agreement (29885 (2017) Rev. 05/08/2020) are changed as follows:

6. DEFAULT AND REMEDIES: Paragraph 6 is amended by deleting "you agree to pay our" and replacing with "the prevailing party agrees to pay" in the seventh sentence.

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

Ray A. Morgan Company	County of Plumas, California
By:	By: 
Title: Managing Member	Printed Name: Heidi White
Date:	Title: Clerk of the Board of Supervisors
	
	By:
	Printed Name: Kevin Goss, Chair
	Title: Board of Supervisors

**Addendum to Addendum
(California Judicial
Reference & State and
Local Government) for
application # PCSO00104**

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

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


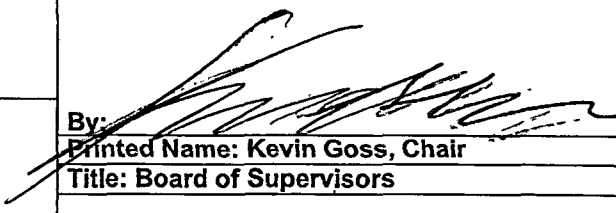
Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall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

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

The terms and conditions paragraph(s) in the Agreement (33281 Rev. 05/08/2020) are changed as follows:

8.: Section 8 is amended by inserting the following to the beginning of the section: "To the extent permitted by law,".

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

Ray A. Morgan Company	County of Plumas, California
By:	By: 
Title: Managing Member	Printed Name: Heidi White
Date:	Title: Clerk of the Board of Supervisors
	
	By:
	Printed Name: Kevin Goss, Chair
	Title: Board of Supervisors



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst; (No General Fund Impact) Funds to support this position come from state, federal and realignment dollars.

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst; (No General Fund Impact) Funds to support this position come from state, federal and realignment dollars.

Background and Discussion:

The Department of Social Services has experienced a recent vacancy in the class of Staff Services Analyst. This position became vacant Feb 18, 2025, as explained more completely in the accompanying documents. This position is part of our Child Welfare Services system and is therefore critical for assuring the safety of abused or neglected children.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst; (No General Fund Impact) Funds to support this position come from state, federal and realignment dollars.

Fiscal Impact:

(No General Fund Impact) Funds to support this position come from state, federal and realignment dollars.

Attachments:

1. Staff Services Analyst I NS 2 2017
2. Staff Services Analyst II NS 2 2017
3. PCDSS-PG Organizational Chart 2025
4. Position Classification Staff Services Analyst
5. QUESTIONS FOR REVIEW TO FILL POSITIONS. Staff Services Analyst

STAFF SERVICES ANALYST I

DEFINITION

The Staff Services Analyst I is responsible for performing professional level analytical duties involving general administrative, staff development, fiscal, and/or program analytical work. Incumbents gather, tabulate, analyze, and chart data; interview and consult with departmental officials, employees, and others to give and receive information; prepare reports and make recommendations on procedures, policies, and program/functional area issues and alternatives; review and analyze proposed legislation and advise management on the potential impact; make decisions in financial, and other administrative systems of average to difficult complexity; prepare correspondence; and perform other related duties as assigned. Incumbents do not supervise other professional staff, but may supervise clerical and/or technical employees as an ancillary duty (not as the preponderant responsibility of the position).

DISTINGUISHING CHARACTERISTICS

The Staff Services Analyst I level is the entry level into the professional Staff Services series. Incumbents work under close supervision. Assignments are generally limited in scope and under the direction of a higher-level employee. As experience is gained, the incumbent is granted more independence from supervision.

Most incumbents are expected to promote to the II level after one year of satisfactory performance; however, positions limited to analytical duties of a more routine, repetitive nature will be permanently allocated to the Staff Services Analyst I level.

REPORTS TO

Division Program Manager or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None

STAFF SERVICES ANALYST I – 2

EXAMPLES OF DUTIES

- Performs, coordinates, monitors, and participates in various administrative analytical functions, typically within a departmental program or administrative section.
- Reviews program updates, letters, and notices for potential impact on various programs and activities; recommends and prepares policy and procedure changes to ensure compliance.
- Compiles, maintains, and analyzes data; identifies trends, and makes recommendations involving the formulation of policy and procedures, as well as staffing and organizational changes.
- Serves as a resource and provides advice and information to supervisors, managers, and other internal staff, the public, and other agencies in area(s) of assignment including the interpretation and explanation of a variety of programs, policies, rules, regulations, labor contracts, and Memorandum of Understanding.
- Conducts surveys and performs research and statistical analyses on administrative, fiscal, personnel, staff development, and/or programmatic problems.
- Makes presentations before committees, boards, commissions, departmental staff, advisory groups, or community groups to provide information and recommendations, advocate a position, encourage participation, and/or respond to questions.
- Analyzes business process requirements and coordinates with information technology staff and/or consultants to develop automated solutions.
- May plan and coordinate the design and implementation of new and revised programs, systems, procedures, methods of operation, and forms.
- Compiles materials; prepares analytical reports, manuals, and publications.
- Prepares public relations materials (e.g. brochures, informational materials, customer satisfaction surveys).
- Provides consultation and recommends solutions regarding research findings, organizational improvement initiatives and related issues concerning departmental effectiveness and goal attainment. Evaluates effectiveness through performance measure development and monitoring activities, and recommends modifications.
- Collaborates with County departments and agencies on cross-functional projects.
- Coordinates assigned activities with other departments, divisions, units, and with outside agencies; represents the division or department in committee meetings; responds to complaints and requests for information.
- Establishes and maintains positive working relationships with co-workers; representatives of community organizations; state/local agencies and associations; internal management and staff; and the public by utilizing principles of effective customer service.
- Reviews, evaluates, and recommends actions on appeals for administrative hearings; makes presentations to the Administrative Law Judge on behalf of the assigned department.
- Investigates client complaints; maintains complaint-related documentation.
- Plans, designs, performs, and documents quality assurance activities pertaining to staff qualifications, case activities, financial, and/or other assigned functions.

STAFF SERVICES ANALYST I – 3

- May supervise clerical and/or technical employees by assigning, monitoring, reviewing, and evaluating their work; may provide training to less experienced staff.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; use of office equipment including computers, telephones, calculators, copiers and FAX; sufficient physical ability and strength to deal with active children; corrected hearing and vision to normal range.

TYPICAL WORKING CONDITIONS

Work is performed in an office and in a field environment; continuous contact with staff, the public as well as adult and child clients.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Public and business administration principles and practices.
- Methods and techniques involved in conducting analytical studies of administrative and management practices, methods and procedures.
- General research practices, techniques, and terminology to conduct research for a department.
- A variety of computer software applications, including database, graphics/presentation, work processing and spreadsheet software.
- Methods and techniques of report preparation.
- English language (i.e. composition, spelling, grammar, and sentence structure).
- Project management principles to ensure projects activities are conducted in a fiscally responsible and timely manner.
- Principles and practices of effective customer service.
- Principles of teamwork and teambuilding in order to work effectively as a member of a team and facilitate effective teamwork.
- Principles and practices of the functional areas applicable to the assigned options.
- Principles and practices of leadership and supervision.
- Community needs and resources.

Ability to:

- Analyze a situation or problem, including stressful situations, accurately and objectively in order to identify alternative solutions and determine an effective course of action.

STAFF SERVICES ANALYST I – 4

Ability to - continued:

- Collect and analyze data and information in order to derive logical conclusions.
- Formulate options and make recommendations based on data and information collected.
- Analyze policies, procedures, and programs and make effective recommendations.
- Make sound decisions and independent judgments within established guidelines.
- Read, interpret, and apply a variety of information (e.g. laws, policies, procedures, court cases, memorandum of understanding, ordinances, contract provisions, legislations, directives) in order to provide information and ensure compliance.
- Analyze and interpret basic statistics.
- Perform arithmetic calculations, including ratios and percentages.
- Operate a computer to prepare results of analyses (i.e. reports, tables, charts, and graphs) and perform operations (i.e. conduct research on the internet, collect, input, and retrieve data and information).
- Express information and ideas orally in a clear, concise, organized manner by using proper diction, grammar and volume so that others will understand.
- Make effective presentations and respond to questions from various groups, including boards, committees, and the public.
- Compose business communications (e.g. letters, memos, notices) and reports, policies, and procedures, in a clear, concise, organized, and accurate manner.
- Identify problems and central issues.
- Reason logically and critically.
- Perform, analyze, and document research.
- Research legislative issues and read and understand legislation.
- Recommend and implement changes/improvements.
- Develop and maintain cooperative, effective working relationships with co-workers, representatives of community organizations, state/local agencies and associations, supervisors, internal management staff, employee representatives and the public.
- Effectively mediate and resolve conflicts between/with individuals.
- Influence and persuade others to accept a particular viewpoint or to follow a particular course of action.
- Work and interact with a variety of individuals from various socioeconomic, ethnic, and cultural groups in person and by telephone, including situations where relations may be strained or confrontational.
- Work independently and accept increasing responsibility.
- Prioritize, plan, coordinate, and organize simultaneous work assignments and projects to meet critical and competing deadlines.
- Manage projects by developing project budgets and timelines to ensure projects meet time and budget guidelines.
- Work as a team member by keeping communication open, offering support, sharing knowledge, and contributing to and/or leading team efforts.
- Supervise clerical and/or technical employees, if required by the position.

•
STAFF SERVICES ANALYST I – 5

Ability to - continued:

- Monitor, plan, direct, assign and review the work of clerical and/or technical employees, if required by the position.

Training and Experience:

Qualifications needed for this position:

Graduation from an accredited four year college or university with a bachelor's degree;

OR

Two (2) years (60 semester or 90 quarter) of college units; **AND** one (1) year of full time experience as an Eligibility Worker III, Employment and Training Worker III, Social Worker II, Accounting Technician, Child Support Specialist III, or Staff Services Specialist;

OR

Two (2) years of full time experience as an Eligibility Worker II, Employment and Training Worker II, or Child Support Specialist II;

OR

Two (2) years of full time technical level experience involving general administrative, personnel, fiscal, staff development, or program work.

Substitution: Additional progressively responsible para-professional experience performing complex duties of a technical nature in any of the functional areas noted above may be substituted for the required education on a year-for-year basis.

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

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

STAFF SERVICES ANALYST II

DEFINITION

The Staff Services Analyst II is responsible for performing professional level analytical duties involving general administrative, staff development, fiscal, and/or program analytical work. Incumbents gather, tabulate, analyze, and chart data; interview and consult with departmental officials, employees, and others to give and receive information; prepare reports and make recommendations on procedures, policies, and program/functional area issues and alternatives; review and analyze proposed legislation and advise management on the potential impact; make decisions in financial, and other administrative systems of average to difficult complexity; prepare correspondence; and perform other related duties as assigned. Incumbents do not supervise other professional staff, but may supervise clerical and/or technical employees as an ancillary duty (not as the preponderant responsibility of the position).

DISTINGUISHING CHARACTERISTICS

The Staff Services Analyst II is the journey level in the series. Incumbents work under direction and are responsible for performing the full range of duties at the journey level and working independently.

At the Staff Services Analyst II level, assignment can be in any one the following options: staff development, fiscal, or program analysis; or, incumbents may be assigned to perform general duties that encompass a broad scope of administrative analytical functions and areas of responsibility. For positions specifically assigned to a specialized option, specific minimum qualifications and recruitments are permitted.

REPORTS TO

Division Program Manager or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None, or on occasion supervise subordinate clerical staff as needed

STAFF SERVICES ANALYST II – 2

EXAMPLES OF DUTIES

- Performs, coordinates, monitors, and participates in various administrative analytical functions, typically within a departmental program or administrative section.
- Reviews program updates, letters, and notices for potential impact on various programs and activities; recommends and prepares policy and procedure changes to ensure compliance.
- Compiles, maintains, and analyzes data; identifies trends, and makes recommendations involving the formulation of policy and procedures, as well as staffing and organizational changes.
- Serves as a resource and provides advice and information to supervisors, managers, and other internal staff, the public, and other agencies in area(s) of assignment including the interpretation and explanation of a variety of programs, policies, rules, regulations, labor contracts, and Memorandum of Understanding.
- Conducts surveys and performs research and statistical analyses on administrative, fiscal, personnel, staff development, and/or programmatic problems.
- Makes presentations before committees, boards, commissions, departmental staff, advisory groups, or community groups to provide information and recommendations, advocate a position, encourage participation, and/or respond to questions.
- Analyzes business process requirements and coordinates with information technology staff and/or consultants to develop automated solutions.
- May plan and coordinate the design and implementation of new and revised programs, systems, procedures, methods of operation, and forms.
- Compiles materials; prepares analytical reports, manuals, and publications.
- Prepares public relations materials (e.g. brochures, informational materials, customer satisfaction surveys).
- Provides consultation and recommends solutions regarding research findings, organizational improvement initiatives and related issues concerning departmental effectiveness and goal attainment. Evaluates effectiveness through performance measure development and monitoring activities, and recommends modifications.
- Collaborates with County departments and agencies on cross-functional projects.
- Coordinates assigned activities with other departments, divisions, units, and with outside agencies; represents the division or department in committee meetings; responds to complaints and requests for information.
- Establishes and maintains positive working relationships with co-workers; representatives of community organizations; state/local agencies and associations; internal management and staff; and the public by utilizing principles of effective customer service.
- Reviews, evaluates, and recommends actions on appeals for administrative hearings; makes presentations to the Administrative Law Judge on behalf of the assigned department.
- Investigates client complaints; maintains complaint-related documentation.
- Plans, designs, performs, and documents quality assurance activities pertaining to staff qualifications, case activities, financial, and/or other assigned functions.

STAFF SERVICES ANALYST II – 3

Example of Duties – continued:

- May supervise clerical and/or technical employees by assigning, monitoring, reviewing, and evaluating their work; may provide training to less experienced staff.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; use of office equipment including computers, telephones, calculators, copiers and FAX; sufficient physical ability and strength to deal with active children; corrected hearing and vision to normal range.

TYPICAL WORKING CONDITIONS

Work is performed in an office and in a field environment; continuous contact with staff, the public as well as adult and child clients.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Public and business administration principles and practices.
- Methods and techniques involved in conducting analytical studies of administrative and management practices, methods and procedures.
- General research practices, techniques, and terminology to conduct research for a department.
- A variety of computer software applications, including database, graphics/presentation, word processing and spreadsheet software.
- Methods and techniques of report preparation.
- English language (i.e. composition, spelling, grammar, and sentence structure).
- Project management principles to ensure projects activities are conducted in a fiscally responsible and timely manner.
- Principles and practices of effective customer service.
- Principles of teamwork and teambuilding in order to work effectively as a member of a team and facilitate effective teamwork.
- Principles and practices of the functional areas applicable to the assigned options.
- Principles and practices of leadership and supervision.
- Community needs and resources.

STAFF SERVICES ANALYST II – 4

Ability to:

- Analyze a situation or problem, including stressful situations, accurately and objectively in order to identify alternative solutions and determine an effective course of action.
- Collect and analyze data and information in order to derive logical conclusions.
- Formulate options and make recommendations based on data and information collected.
- Analyze policies, procedures, and programs and make effective recommendations.
- Make sound decisions and independent judgments within established guidelines.
- Read, interpret, and apply a variety of information (e.g. laws, policies, procedures, court cases, memorandum of understanding, ordinances, contract provisions, legislations, directives) in order to provide information and ensure compliance.
- Analyze and interpret basic statistics.
- Perform arithmetic calculations, including ratios and percentages.
- Operate a computer to prepare results of analyses (i.e. reports, tables, charts, and graphs) and perform operations (i.e. conduct research on the internet, collect, input, and retrieve data and information).
- Express information and ideas orally in a clear, concise, organized manner by using proper diction, grammar and volume so that others will understand.
- Make effective presentations and respond to questions from various groups, including boards, committees, and the public.
- Compose business communications (e.g. letters, memos, notices) and reports, policies, and procedures, in a clear, concise, organized, and accurate manner.
- Identify problems and central issues.
- Reason logically and critically.
- Perform, analyze, and document research.
- Research legislative issues and read and understand legislation.
- Recommend and implement changes/improvements.
- Develop and maintain cooperative, effective working relationships with co-workers, representatives of community organizations, state/local agencies and associations, supervisors, internal management staff, employee representatives and the public.
- Effectively mediate and resolve conflicts between/with individuals.
- Influence and persuade others to accept a particular viewpoint or to follow a particular course of action.
- Work and interact with a variety of individuals from various socioeconomic, ethnic, and cultural groups in person and by telephone, including situations where relations may be strained or confrontational.
- Work independently and accept increasing responsibility.
- Prioritize, plan, coordinate, and organize simultaneous work assignments and projects to meet critical and competing deadlines.
- Manage projects by developing project budgets and timelines to ensure projects meet time and budget guidelines.
- Work as a team member by keeping communication open, offering support, sharing knowledge, and contributing to and/or leading team efforts.

STAFF SERVICES ANALYST II – 5

Ability to - continued:

- Supervise clerical and/or technical employees, if required by the position.
- Monitor, plan, direct, assign and review the work of clerical and/or technical employees, if required by the position.

Training and Experience:

Qualifications needed for this position:

One (1) year of full time experience as a Staff Services Analyst I;

OR

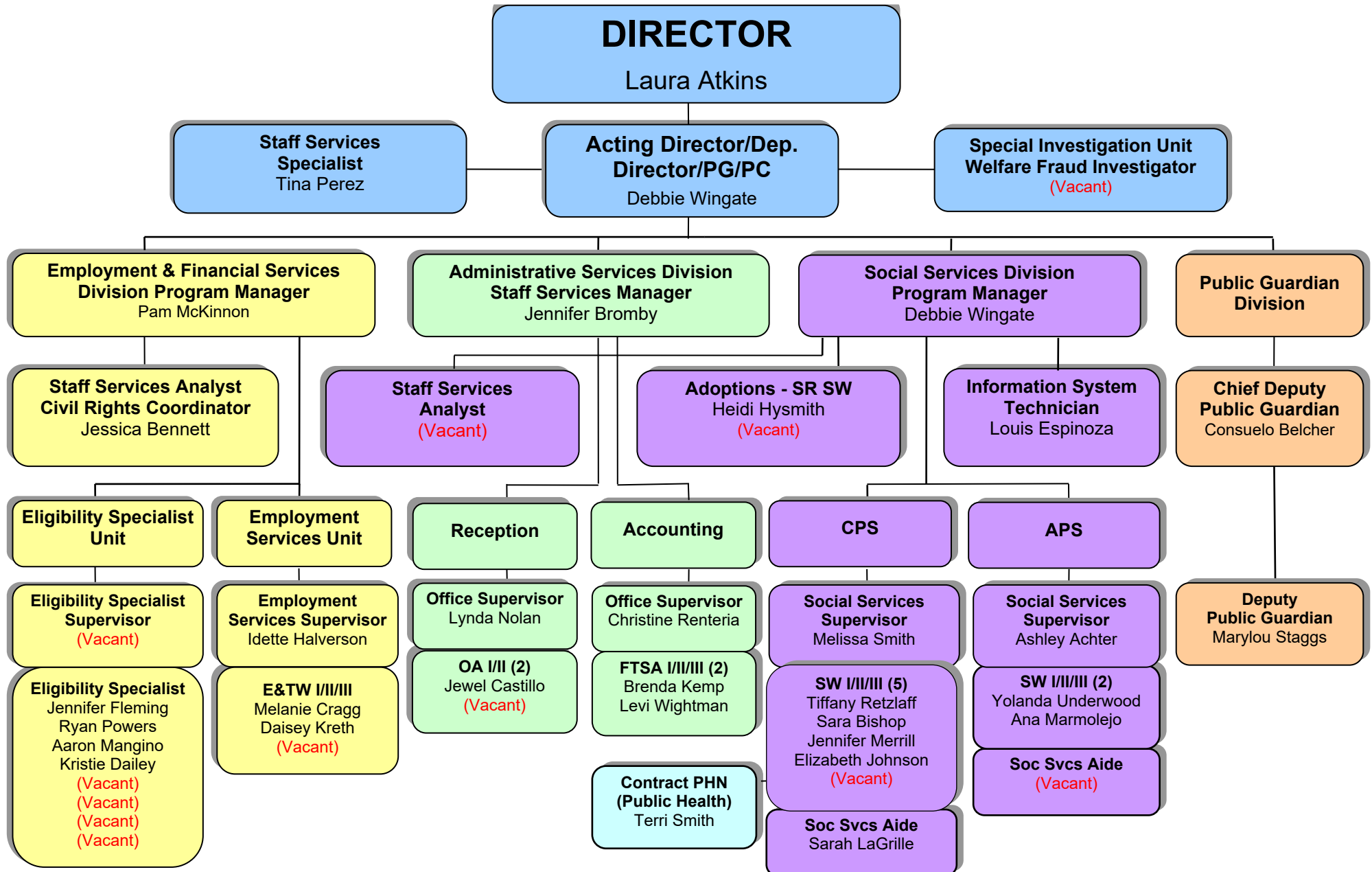
Graduation from an accredited college or university with a bachelor's degree; AND Depending upon the option recruited for, one (1) year of full-time professional experience performing analytical work in the following areas: general administrative, personnel, fiscal, program, or staff development.

Substitution: Additional progressively responsible professional experience performing duties (which require considerable independence performing, compiling, organization and evaluating information and prepared reports) in any of the functional areas noted above may be substituted for the required education on a year-for-year basis.

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

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

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



Position Classification: Staff Services Analyst

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

The Staff Services Analyst I/II is responsible for performing professional level analytical duties involving general administrative, staff development fiscal, and/or program analytical work. Incumbents gather, tabulate, analyze, and chart data; interview and consult with departmental official employees, and others to give and receive information; prepare reports and make recommendations on procedures, policies, and program/functional area issues and alternatives; review and analyze proposed legislation and advise management on the potential impact; make decisions in financial, and other administrative systems of average to difficult complexity; prepare correspondence; and perform other related duties as assigned. Incumbents do not supervise other professional staff but may supervise clerical and/or technical employees as an ancillary duty (not as the preponderant responsibility of the position). oversight and supervision of administrative clerical functions. As explained elsewhere, this includes administrative accounting, Auditor claims, state claims and statistical reporting.

Funding Sources:

This is an administrative support position. Funding sources are federal dollars (50%), state general funds (35%) and county realignment dollars (15%). There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Staff Services Analyst – Child Protective Services

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

Answer: Yes. Child Protective Services is a state mandated program.

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

Answer: We no longer have capacity to perform the duties of this vacant position due to the need in our Child Welfare program to cover all of the required quality assurance reviews and program analysis..

- How long has the position been vacant?

Answer: The position became vacant effective Feb 18, 2025.

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

Answer: No.

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

Answer: Other counties utilize Staff Services Analyst in similar ways to assist with managing the Child Welfare Services programs.

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

Answer: Child Protective Services

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

Answer: The state allocates funds to Counties to fulfill the mandate that requires Counties to provide services to abused and neglected children. In the absence of filling this position, such funds would go unutilized.

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local

funding? What impact will this reduction plan have to other County departments?

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

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

Answer: No.

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

Answer: No.

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

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



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Facility Services to recruit and fill, funded and allocated, vacant one FTE Maintenance Worker I/II, due to notice of retirement; (General Fund Impact) as approved in FY24/25 recommended budget county promotional only.

Recommendation:

Approve and authorize Facility Services to recruit and fill, funded and allocated, vacant one FTE Maintenance Worker I/II, due to notice of retirement; (General Fund Impact) as approved in FY24/25 recommended budget county promotional only.

Background and Discussion:

Fill FTE position due to staff member retirement April 23rd 2025 and according to Resolution No. 24-8917 to train employee and pass on knowledge from retiring employee.

Action:

Approve and authorize Facility Services to recruit and fill, funded and allocated, vacant one FTE Maintenance Worker I/II, due to notice of retirement; (General Fund Impact) as approved in FY24/25 recommended budget county promotional only.

Fiscal Impact:

This position is funded and allocated and there will be overlap in staff until retirement of current employee.
Funding 20120/51000

Attachments:

1. Maintenance Worker II Memorandum
2. CRITICAL STAFFING QUESTIONNAIRE Facilities
3. Department Flow Chart
4. Resolution 24-8917



Nick Collin
Director

County of Plumas

Facility Services & Airports

198 Andy's Way
Quincy CA 95971



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

Memorandum

To: Honorable Chair and Board of Supervisors

From: Nick Collin Director of Facilities and Airports

Meeting Date: March 4, 2025

Subject: Approve and authorize Department of facilities and Airports to recruit and fill County Promotional Only, funded and allocated, one FTE Maintenance Worker II due to notice of retirement (General Fund Impact) as approved in FY24/25 recommended budget.

Recommendation:

Approve and authorize Department of facilities and Airports to recruit and fill County Promotional Only funded and allocated, one FTE Maintenance Worker II due to notice of retirement (General Fund Impact) as approved in FY24/25 recommended budget.

Background and Discussion:

The current Maintenance Worker III has provided written notice of his intent to retire on April 23rd, 2025, after 23 years at the Department of Facilities. The need to replace the position quickly is vital to daily operations to maintain Plumas County Facilities.

Action:

Approve and authorize Department of facilities and Airports to recruit and fill County Promotional Only, funded and allocated, one FTE Maintenance Worker II due to notice of retirement (General Fund Impact) as approved in FY24/25 recommended budget.

Fiscal Impact: One FTE Maintenance Worker II (General Fund Impact) as approved in FY24/25 recommended budget.



Nick Collin
Director

County of Plumas

Facility Services & Airports

198 Andy's Way
Quincy CA 95971



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

Attachments:

Resolution No. 24-8917

Critical Staffing Questionnaire

Department Flow Chart

Maintenance Worker II

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
Yes, due to the workload we need full staffing.
- Why is it critical that this position be filled at this time?
The position needs an overlap training period prior to the existing employee retiring.
- How long has the position been vacant?
The position is not vacant, the current employee is retiring April 23rd 2025
- Can the department use other wages until the next budget cycle?
Facilities have sufficient wage and benefits in the FY24/25 budget
- What are staffing levels at other counties for similar departments and/or positions?
No studies have been done about this.
- What core function will be impacted without filling the position prior to July 1?
The position needs to be filled prior to July 1.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
Training with the existing employee will not be possible after April 23rd 2025
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
None.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
No.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
No.

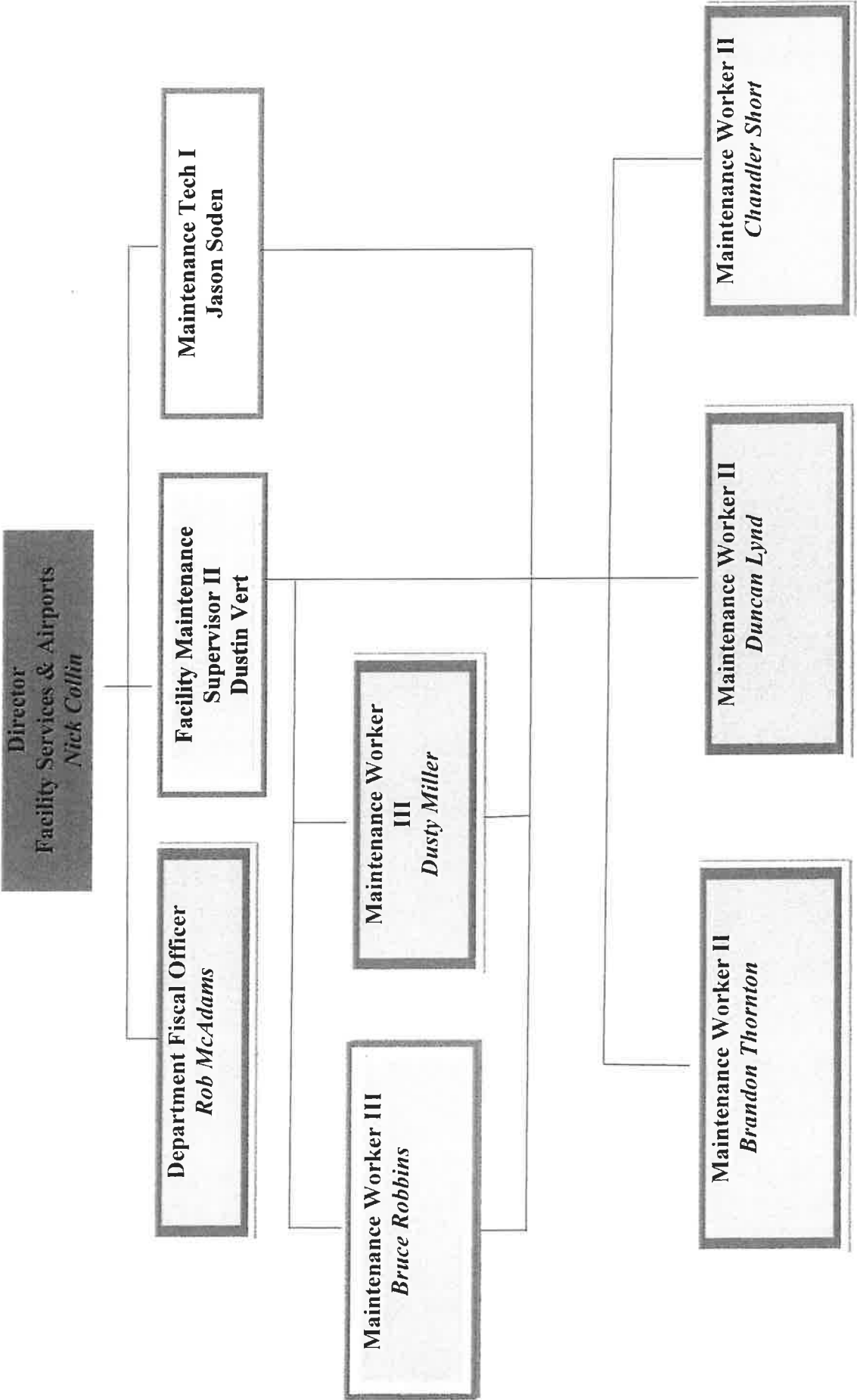
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

None.

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

No

Department of Facility Services & Airports



RESOLUTION NO. 24- 8917

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS TO
CREATE A TRAINING/TRANSITION OVERLAP POLICY**

WHEREAS, over the last several years, Plumas County has experienced, and is continuing to experience, the retirement of several long-time employees which has had a detrimental effect on the retention of institutional knowledge; and

WHEREAS, some of the jobs done by these long-term employees are complex and can take a significant amount of time for training and transition to get a new employee familiar with the job requirements; and

WHEREAS, the Board of Supervisors understands that a more substantial transition time will benefit Plumas County in the long term, as more information can be passed on to a successor employee with exposure to the work environment and discussion with the outgoing employee during the course of a normal workday; and

WHEREAS, a Training/Transition Policy would outline the steps to gain approval and budget for an outgoing employee to train an incoming employee before the outgoing employee has left and after the incoming employee has started; and

WHEREAS, the transition period time frame may vary depending on the complexity of the position, but in no event would it exceed 180 days; and

WHEREAS, the appointing authority must submit a request to the County Administrative Officer (CAO) and Human Resources Director for approval of a transition period that includes the outgoing employee's specific signed resignation/retirement date, their scheduled last date of work, and available cost savings to cover the overlap; and

WHEREAS, the appointing authority will then present the approval to the Board of Supervisors for discussion of the relevant factors and possible approval,

NOW, THEREFORE, BE IT RESOLVED,

1. That the County of Plumas recognizes the importance of the Training and Transition of employees and supports a policy to help ensure institutional knowledge is not lost but passed onto the next employee; and
2. Be it further resolved that the County of Plumas adopts the policy, attached hereto as Exhibit A.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on June 4, 2024 by the following vote:

AYES:Supervisors: Ceresola, McGowan, Goss, Engel, Hagwood

NOES:



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County and Vestra Resources, Inc., for reporting duties associated with Plumas County's Transfer Stations; effective March 4, 2025; not to exceed \$15,950; No General Fund Impact; approved as to form by County Counsel.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the chair to sign the attached agreement, approved as to form by County Counsel. Not to exceed \$15,950.

Background and Discussion:

In the Fall of 2024, Environmental Health informed Solid Waste staff that Cal-Recycle required updates to Plumas County's Reports of Station Information. Solid Waste staff and Vestra agreed to move forward with a contract for Vestra to prepare the updated reports on behalf of Plumas County.

Action:

Approve and authorize Chair to sign an agreement between Plumas County and Vestra Resources, Inc., for reporting duties associated with Plumas County's Transfer Stations; effective March 4, 2025; not to exceed \$15,950; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No impact to General Fund.

Attachments:

1. VESTRA Contract RoSI Final_VESTRA Signed

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B & C, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifteen Thousand Nine Hundred and Fifty Dollars (\$15,950).
3. Term. The term of this agreement shall be from March 4, 2025, through December 31, 2025, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

____ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS



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

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

____ COUNTY INITIALS

- 2 - CONTRACTOR INITIALS



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

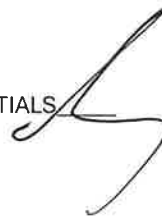
d. Workers Compensation insurance in accordance with California state law.

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

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

____ COUNTY INITIALS

- 3 - CONTRACTOR INITIALS



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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

____ COUNTY INITIALS

- 4 - CONTRACTOR INITIALS



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

County:

Department of Public Works
County of Plumas
1834 East Main Street
Quincy, CA, 95971
Attention: Sean Graham, Solid Wast Program Manager

Contractor:

Vestra Resource, Inc.
5300 Aviation Drive
Redding, CA, 96002
Attention: Wendy Johnston, Chief Executive Officer

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.

____ COUNTY INITIALS

- 5 - CONTRACTOR INITIALS



24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

____ COUNTY INITIALS

- 6 - CONTRACTOR INITIALS



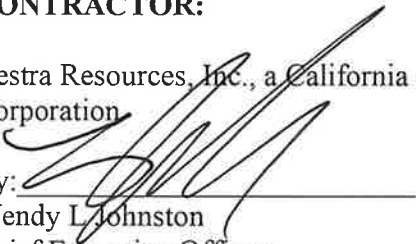
and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final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


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

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

CONTRACTOR:

Vestra Resources, Inc., a California Corporation

By: 
Wendy L. Johnston
Chief Executive Officer
Date signed:

By: 
Kimberly Wilkes
Chief Financial Officer
Date signed: 2/19/2025

COUNTY:

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

By: _____
Kevin Goss
Chair of the Board of Supervisors
Date signed:

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board

Approved as to form:


Craig Settemire
Counsel

____ COUNTY INITIALS

- 7 - CONTRACTOR INITIALS

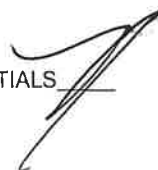


Exhibit "A"
SCOPE OF WORK
REPORTS OF FACILITY INFORMATION
CHESTER, EAST QUINCY, AND DELLEKER TRANSFER STATIONS

INTRODUCTION

CalRecycle is in the process of reviewing and updating the operating permits for the Chester, East Quincy, and Delleker transfer stations. As part of this review, they have requested that the LEA, the Plumas County Department of Environmental Health, provide updated Reports of Facility Information (RFIs) for the transfer stations. CalRecycle has stated that the current RFIs are out of date and do not accurately describe the current operations at the transfer stations. At your request, we have prepared this Scope of Work and Cost estimate to cover the preparation and submission of the updated RFIs requested by CalRecycle.

The required contents of an RFI are given in Section 18221 of Title 14 CCR as follow:

- Names of the operator, owner, and the company they represent
- Schematic drawing of the building and general layout and dimensions of the operating area
- Descriptive statement of how activities are conducted at the facility
- Facility operating hours and schedule including regular maintenance schedules
- Total acreage of the operating area
- Facility design capacity and how that capacity was calculated
- Types and daily quantities of solid waste received
- Description of the methods used by the facility to comply with state minimum standards in 14 CCR 17406.1 through 17419.2
- Anticipated process water volume and methods of treatment and/or disposal
- Provisions to handle unusual peak loading
- Description of transfer, recovery and processing equipment
- Planned final disposal of solid waste received
- Method for storage and removal of salvaged materials
- Resume and qualifications of management organization that operates the facility

Our ability to complete the updated RFIs depends on the timely provision of the above information by Plumas County, including copies of the previous RFIs and detailed descriptions of changes since the most recent RFIs were filed.

SCOPE OF WORK

Task 1 Chester Transfer Station RFI

This task covers preparation and submittal of an updated RFI for the Chester Transfer Station. The cost includes time to collate data provided by the County, submittal of a draft RFI to you for review, and drafting of a final RFI. The cost under this task assumes the ready and timely availability of the information required for the RFI, as specified in the introduction section of this Scope.

Task 2 East Quincy Transfer Station RFI

This task covers the preparation and submittal of an updated RFI for the East Quincy Transfer Station. Work under this task is expected to be similar to that under Task 1, other than any issues or design complexity unique to the East Quincy Transfer Station.

Task 3 Delleker Transfer Station RFI

This task covers the preparation and submittal of an updated RFI for the Delleker station. Work under this task is expected to be similar to that under Task 1 and Task, other than any issues or design complexity unique to the Delleker Transfer Station.

Task 4 Regulatory Support

We anticipate that CalRecycle will have comments on the RFIs after they are submitted. It is possible that between the three facilities, there may be multiple rounds of regulatory comments or revisions. For this reason, we have included under this Scope a task covering staff hours to respond to these comments and make requested changes to the RFIs.

Task 5 Project Management

Project management is invoiced at 10 percent of total cost and includes agency coordination and day-to-day activities associated with the project.

Exhibit "B"

COST ESTIMATE

REPORTS OF FACILITY INFORMATION

CHESTER, EAST QUINCY, AND DELLEKER TRANSFER STATIONS

The estimated costs to complete the work included are summarized in Table 1.

Table 1 COST ESTIMATE				
Task No.	Description	VESTRA Cost	Subcontractor Cost	Total Estimated Cost
1	Chester Transfer Station RFI	\$4,000	--	\$4,000
2	East Quincy Transfer Station RFI	\$4,000	--	\$4,000
3	Delleker Transfer Station RFI	\$4,000	--	\$4,000
4	Regulatory Support	\$2,500	--	\$2,500
5	Project Management (10%) ¹			\$1,450
Total Estimated Cost				\$15,950
Notes:1 Project management cost calculation does not include subcontracted costs				

Exhibit "C"
2025 VESTRA RATE SCHEDULE

Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$65.00 - \$105.00
Regulatory Biologist	\$105.00 - \$120.00
Environmental GIS Analyst	\$110.00 - \$130.00
Environmental Scientist	\$110.00 - \$130.00
Associate Geologist	\$110.00 - \$130.00
Associate Hydrologist	\$110.00 - \$130.00
Regulatory Compliance Specialist	\$115.00 - \$140.00
Senior Biologist	\$120.00 - \$150.00
Senior Environmental Scientist	\$120.00 - \$150.00
Senior Environmental GIS Analyst	\$125.00 - \$155.00
Senior Regulatory Compliance Specialist	\$140.00 - \$180.00
Professional Geologist	\$140.00 - \$200.00
Professional Hydrologist	\$140.00 - \$200.00
Project Manager	\$140.00 - \$190.00
Senior Project Manager	\$165.00 - \$230.00
Senior Consultant	\$165.00 - \$230.00
Principal Consultant	\$165.00 - \$230.00
Engineering Services	
Engineering/Surveying Technician	\$65.00 - \$105.00
Associate Engineer/Surveyor	\$105.00 - \$150.00
Professional Land Surveyor	\$150.00 - \$180.00
Senior Professional Engineer	\$160.00 - \$230.00
Survey Crew	\$190.00 - \$230.00
GPS Survey	\$190.00
Administration	
Admin Clerk/ Document Production Technician	\$55.00 - \$75.00
Senior Admin/ Document Production Coordinator	\$80.00 - \$120.00
Equipment Classification Rates	
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Per Diem/Travel Expenses*	
Vehicle Mileage*	\$0.70 - \$0.80

Travel Expenses: Billed as direct reimbursement plus 15% or the Federal Per Diem rate as required by contract.

Overtime: Days exceeding 8 hours will result in higher bill-out rates not to exceed the ranges for the above categories.

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt; 1 ¼% per month (21% per annum) finance charge will be added to any balance 30 days past due.



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Interim Director of Human Resources

MEETING DATE: March 4, 2025

SUBJECT: ****NOTE:** This item was originally approved by the Board on February 18, 2025. The original Resolution (2025-9000) omitted the wage range for the approved job classification in the Public Works Department. The updated Resolution is attached to this item**

Adopt RESOLUTION amending Resolution 2025-9000 amending the Plumas County Assistant Engineer Job Classification in the Public Works Department, Base Wage \$31.94/hour; (No General Fund impact); road funds; approved as to form by County Counsel.

Recommendation:

****NOTE:** This item was originally approved by the Board on February 18, 2025. The original Resolution (2025-9000) omitted the wage range for the approved job classification in the Public Works Department. The updated Resolution is attached to this item**

Adopt **RESOLUTION** amending Resolution 2025-9000 amending the Plumas County Assistant Engineer Job Classification in the Public Works Department, Base Wage \$31.94/hour; (No General Fund impact); road funds; approved as to form by County Counsel.

Background and Discussion:

Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service. The Interim Human Resources Director has revised the job classification in Exhibit A for the Assistant Engineer, base wage of \$31.94/hour.

Action:

****NOTE:** This item was originally approved by the Board on February 18, 2025. The original Resolution omitted the wage range for the approved job classification in the Public Works Department. The updated Resolution is attached to this item**

Adopt **RESOLUTION** amending Resolution 2025-9000 amending the Plumas County Assistant Engineer Job Classification in the Public Works Department, Base Wage \$31.94/hour; (No General Fund impact); road funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact.

Attachments:

1. Resolution No. 25-9000 (PW) - Resolution amending the Plumas County Assistant Engineer Job Classification in the PW Dept (002)
2. Assist Engineer - Resolution Amendment FINAL

RESOLUTION NO. 2025 - 9000

**APPROVE RESOLUTION AMENDING THE PLUMAS COUNTY ASSISTANT ENGINEER JOB
CLASSIFICATION IN THE PUBLIC WORKS DEPARTMENT**

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the Interim Human Resources Director has updated and attached a revised job description in Exhibit A for the Assistant Engineer; and

WHEREAS, it is recommended this position be placed in the Public Works Unit and have met the meet and confer obligations.

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

- 1) Approve the amended job description for the Assistant Engineer, attached as Exhibit A.

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 18th of February 2025, by the following vote:

AYES: Supervisors : Hall, McGowan, Engel, Goss, Ceresola

NOES: Supervisors

ABSENT: Supervisors



Kevin Goss, Chair
Board of Supervisors

ATTEST:



Allen Hiskey, Clerk of the Board

Approved as to form:



Sara James, Attorney
County Counsel's Office

EXHIBIT A

PLUMAS COUNTY

Last Revised: 10/98
PROPOSED REVISION: 3/24

ASSISTANT ENGINEER

DEFINITION

Under general supervision, performs a variety of professional civil engineering work related to preparing plans, designs, and specifications for public works projects, to inspect construction by others within County Right of Way and administer related Encroachment Permits and coordinate with members of the public, to assist in Civil Engineering field surveys (boundary topographic, construction staking), to coordinate with outside agencies, to prepare a variety of reports and perform related work as required. Employees in this class receive training in the performance of complex tasks. This professional civil engineering work can be in the field and in the office.

DISTINGUISHING CHARACTERISTICS

This is an experienced entry point classification for the performance of a variety of professional engineering assignments. This level is distinguished from the Associate Engineer by the limitation of complex work performed under the oversight of the licensed Associate Engineer. Incumbents at this level should perform work at a level expected of an Engineer-In-Training and are expected to have the Engineer-in-Training designation within one year of appointment. They may provide lead direction for other technical staff.

REPORTS TO

Assistant Director of Public Works

CLASSIFICATION DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Performs construction inspection within County Right-of Way and administers Encroachment Permits for same.
- Designs and prepares plans, specifications & estimates for a variety of Public Works projects including roads, bridges, solid waste facilities, drainage facilities etc. and evaluates preliminary and final plans and specifications for a variety of road, bridge, drainage, and related public works projects, requiring professional engineering expertise.

ASSISTANT ENGINEER – 2

EXAMPLES OF DUTIES (Continued)

- Performs a variety of technical drafting work.
- Performs a variety of project development and coordination assignments.
- Performs resident engineering work, including contract administration, inspection, and coordination.
- Ensures that contractors meet proper standards, specifications, cost control, and time requirements.
- Prepares cost estimates, and approves change orders and progress payments.
- Performs materials testing, foundation and hydrology studies.
- Receives and researches a variety of inquiries.
- Collects, organizes, summarizes, and analyzes technical engineering data.
- Prepares grant proposals.
- Assists with the review of environmental impact reports.
- Prepares preliminary reports for tentative subdivision map conditions.
- Performs field and office work in support of boundary, topographic and construction surveys.
- Uses a computer to reduce survey data.
- Prepares earth volume and other calculations.
- Construction contract administration and coordination with other agencies i.e. CALTRANS, FHWA, FISH & GAME, ARMY CORPS OF ENGINEERS, etc; develops data for the acquisition of right-of-way.
- Reviews laboratory analyses and materials reports for compliance.
- Performs traffic studies.
- Develops and proposes solutions to engineering problems.
- Receives applications and reviews, approves, and issues permits, providing a variety of technical engineering advice to the public and other agencies.
- May oversee water quality programs.
- May serve as a member of special committees and task forces.
- May provide some work direction for maintenance and support staff.
- Provides some training for support staff.
- Represents the County Public Works Agency in meetings with contractors, engineers, developers, property owners, attorneys, and representatives of other public agencies.

ASSISTANT ENGINEER – 3

TYPICAL PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect County development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points, to operate a motor vehicle, and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas and to conduct inspections may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 30 pounds.

TYPICAL WORKING CONDITIONS

Employees work primarily in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may occasionally work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances, fumes and dust.

Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

QUALIFICATIONS

Knowledge of:

- Principles, practices and methods of Civil Engineering as applied to the design, construction and maintenance of roads, airports, solid waste, water quality, and other Public Works facilities.
- Pertinent State, Federal and local laws, regulations, and ordinances related to public works engineering.
- Preparation of designs, plans, and specifications for the development of roads, bridges, drainage, erosion control, and public works facilities.
- Construction methods, materials, and equipment.
- Proper inspection methods and procedures.
- Computerized drafting methods and systems.
- Principles of project development and coordination.
- Use of computers and computer applications related to engineering work.
- Principles of advanced mathematics and their application to engineering work.
- Practices of researching engineering and design issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Safety principles and practices pertaining to engineering work.

ASSISTANT ENGINEER – 4

Knowledge of (continued):

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Apply engineering principles and techniques to evaluating and solving simple to difficult civil engineering problems.
- Prepare, understand, and interpret engineering construction plans, specifications, and other contract documents.
- Conduct comprehensive engineering studies and prepare reports with recommendations.
- Assist in, develop, and administer contracts for professional services and construction in a public agency setting.
- Design engineering projects.
- Read and understand technical drawings and specifications.
- Perform mathematical and engineering computations with precision.
- Make sound, independent decisions within established policy and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer and drafting equipment and specialized software applications programs.
- Use English effectively to communicate in person, by telephone, and in writing.
- Make engineering design computations and check, design, and prepare engineering plans and studies.
- Prepare accurate engineering calculations, quantities of work items and associated cost estimates.
- Deal tactfully and effectively with the public, County staff, other agencies, engineering firms, contractors, developers, manufacturers and others.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Coordinate and direct construction contractors while inspecting work within County Right of Way to obtain approved work standards.

ASSISTANT ENGINEER – 5

Ability to (continued):

- Knowledge of safe traffic control measures within road construction work zone.
- Utilize Auto-Cad and other software for preparation of plans, specifications and estimates.
- Work with public agencies, other agencies, community groups.
- Prepare plans, designs, and specifications for public works facility development, construction, and maintenance projects.
- Perform comprehensive engineering reviews of designs, plans, and specifications prepared by others.
- Develop and coordinate assigned projects.
- Analyze and evaluate engineering and statistical data and information, developing sound recommendations.
- Develop accurate records, sketches, and notes.
- Perform drafting work.
- Perform construction and project administration, ensuring compliance with contracts, plans, and specifications.
- Operate a computer and use appropriate software in the performance of public works engineering responsibilities.
- Effectively represent the County Public Works Department with the public and other government agencies.
- Establish and maintain cooperative working relationships.

EDUCATION AND EXPERIENCE

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications is:

Equivalent to graduation from an accredited four-year college or university with major coursework in civil engineering or a related engineering field.

AND

Two (2) years of increasingly responsible, full time, Civil Engineering experience in planning development, construction and maintenance of public works facilities.

ASSISTANT ENGINEER – 6

Licenses and Certifications:

Possession of an Engineer in Training (EIT) certificate at time of hire is highly desired and required within one year of hire. Obtaining an EIT certificate within one year of hire is a requirement of this position, and employees who fail to do so are subject to demotion or termination.

Special Requirements:

Possession of a current and valid California Driver's License issued by the California Department of Motor Vehicles.

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 by loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

RESOLUTION NO. 2025 - _____

**RESOLUTION AMENDING RESOLUTION FOR THE PLUMAS COUNTY ASSISTANT
ENGINEER JOB CLASSIFICATION IN THE PUBLIC WORKS DEPARTMENT**

WHEREAS, on February 18th, 2025, the Plumas County Board of Supervisors adopted Resolution No. 2025-9000 authorizing the amendment to the Plumas County Assistant Engineer Job Classification in the Public Works Department; and

WHEREAS, the Resolution addressed amending the Job Description for the Plumas County Assistant Engineer Job Classification in the Public Works Department during the fiscal year due to the needs that may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the resolution did not reflect the base wage of \$31.94 for the revised Plumas County Assistant Engineer Job Classification; and

WHEREAS, it is recommended that the base wage of \$31.94 be adopted for the Plumas County Assistant Engineer Job Classification.

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

- 1) Approve and ratify this resolution amending Resolution No. 2025-9000 to include a base wage of \$31.94/hour to the Plumas County Assistant Engineer Job Classification, effective February 18th, 2025.

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 _____ of _____, 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

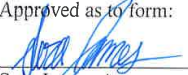
ATTEST:

Kevin Goss, Chair

Board of Supervisors

Allen Hiskey, Clerk of the Board

Approved as to form:


Sara James, Attorney
County Counsel's Office
Page 203 of 414



**PLUMAS COUNTY
WALKER RANCH COMMUNITY SERVICE
DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Chair to sign amendment No.1 to agreement between Walker Ranch Community Services District and Joseph Corron Electric, to amend the term of the agreement from March 21, 2023, through March 20, 2028; No General Fund Impact; Approved as to form by County Counsel.

Recommendation:

The Manager of the Walker Ranch Community Services District respectfully recommends that the Walker Ranch Community Services District Governing Board authorize the Chair of the Board of Supervisors to sign the attached amendment No.1 to WRCSD-23-02.

Background and Discussion:

Walker Ranch CSD operates a domestic water facility serving customers within the CSD. Because there is a need for Walker Ranch CSD staff to address any potential issues with these facilities expediently, an on-call contract was established in 2023 with Joseph Corron Electric for pump repair services. In February 2025, Walker Ranch CSD staff and Joseph Corron agreed that there was a need to extend the term of the current on call agreement. Because no work has been required to date, it was determined that a term extension alone would be sufficient to serve the needs of Walker Ranch CSD

Action:

Approve and authorize Chair to sign amendment No.1 to agreement between Walker Ranch Community Services District and Joseph Corron Electric, to amend the term of the agreement from March 21, 2023, through March 20, 2028; No General Fund Impact; Approved as to form by County Counsel.

Fiscal Impact:

No impact to General Fund.

Attachments:

1. WRCSD & Joseph Corron Electric

FIRST AMENDMENT TO WRCSD 23-02
BY AND BETWEEN
WALKER RANCH COMMUNITY SERVICES DISTRICT
AND JOSEPH CORRON ELECTRIC

This First Amendment to Agreement WRCSD 23-02 ("Amendment") is made on March 11, 2025, between Walker Ranch CSD, a political subdivision of the State of California ("WRCSD"), and Joseph Corron doing business as Joseph Corron Electric ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. WRCSD and Contractor have entered into a written Agreement dated March 21, 2023, (the "Agreement"), in which Contractor agreed to provide on-call pump services to WRCSD.
 - b. Because both parties require an extension of time, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 3 is amended to read as follows:

Term. The term of this agreement shall be from March 21, 2023, through March 20, 2028.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated March 21, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

Joseph Corron, a Sole Proprietor, dba Joseph Corron Electric

By: _____
Joseph Corron
Owner
Date signed:

Walker Ranch CSD:

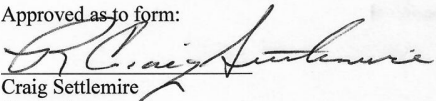
County of Plumas, a political subdivision of the State of California

By: _____
Kevin Goss
Chair of the board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:


Craig Settemire
Counsel



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: March 4, 2025

SUBJECT: Review the California Advisory Committee on Geographic Names (CACGN) approved replacement names for "Sq_ Carpet Lane" pertaining to Assembly Bill 2022; informational discussion and staff direction; bring back to the Board of Supervisors at the meeting of March 18, 2025, for discussion and possible action.

Recommendation:

Review the CACGN-approved replacement names for "Sq_ Carpet Lane" pertaining to Assembly Bill 2022 and provide staff direction in bringing back to the Board of Supervisors at the meeting of March 18, 2025, for discussion and possible action.

Background and Discussion:

On October 15, 2024, following consultation and engagement with Native American Tribes and Tribal members and individuals, an item went before the Board of Supervisors to consider and recommend a replacement name to the California Advisory Committee on Geographic Names (CACGN) and California Natural Resources Agency (CNRA) for "Sq_ Carpet Lane" pursuant to Assembly Bill 2022 (AB 2022).

During the public hearing before the Board of Supervisors on October 15, 2024, all recommendations received by Plumas County for a replacement name were presented to the Board and public, as follows:

1. Mooretown Rancheria of Maidu Indians held a Tribal Council meeting on October 1, 2024, and recommended Elderberry Lane or the Maidu name of Lokom Kodo (Lo - kom Ko - do) Lane.
2. Tribal members Harla Lee (Mooretown Rancheria Tribal Member) and Danny Manning (Enterprise Rancheria Tribal Member and Greenville Rancheria Cultural Specialist, Board Member of the Roundhouse Council, and Alternate Board Member on Maidu Summit Consortium for Roundhouse Council) met with Plumas County on September 10, 2024, and recommended the Tosidum Maidu name of the "sq_ carpet plant" that being Demtatoko (Dem - tah - to - ko) Lane.
3. Tribal member Liz Bolin emailed Plumas County on August 27, 2024, and recommended the plant's new accepted 'english' name(s) of either Pinemat or Mahala Mat and otherwise stated that the traditional Maidu placename for that area should be used.

In discussion, the Board gave equal weight to all replacement names provided and reviewed the recommendations based on the State's direction when selecting a replacement name, pursuant to AB 2022, which requires Public Agencies to prioritize the following:

1. Names that honor the original, traditional, or current name used by tribes to refer to the geographic feature or place.
2. Names incorporating the local indigenous language(s).
3. Preserve the original intent of the geographic name as a historical record of the cultural landscape (using general descriptors and generic terms such as river, creek, mountain, or an appropriate term from the indigenous language of the area), considering the historical, cultural, or ethnic significance of the original name.

The recommendation of “Demtatoko” is a direct translation of the “sq_ carpet” plant being of that geographic place and is the local indigenous Tosidum (Mountain) Maidu language, meeting all three of the above criteria. The Mooretown Rancheria Maidu Tribal Council recommendation of “Lokom Kodo” does not meet all three of the criteria, as it does not honor the original “sq_ carpet” plant, rather it uses the elderberry plant instead and the translation is not Mountain Maidu dialect, rather uses a Valley Maidu dialect. Names suggested by Liz Bolin recommending the “sq_ carpet” plant’s new accepted ‘english’ name(s) of either Pinemat or Mahala Mat also does not meet the State’s criteria.

After Board member comment, public comment, CAO comment, and Interim County Counsel comment, on October 15, 2024, the Board of Supervisors took unanimous action, with a recommendation on the replacement name of “Demtatoko Lane.”

Based on this outcome, on October 21, 2024, the Plumas County Planning Director sent CACGN, via email, the recommended replacement name with the AB 2022 Name Proposal Checklist, with the following narrative:

The proposed replacement name for “Sq_ Carpet Lane” that was chosen after Tribal consultation and by action of the Plumas County Board of Supervisors on October 15, 2024, during a noticed public hearing, is “Demtatoko Lane” (Dem - tah - to - ko) which is the direct translation of the traditional Tosidum Maidu name of the sq_ carpet plant. Sq_ carpet [*Ceanothus prostratus* (Pinemat) or *Prostrate ceanothus* (Mahala Mat)] is an evergreen plant native to the Pacific Northwest of the United States, into northern California and Nevada. This is a flat, mat-forming ground cover growing 6 inches tall up to about 8 feet wide on open slopes and under Douglas Firs, Jeffrey, or Ponderosa pines up to 7,000-foot elevation. The flower cluster is a small cluster of deep blue or purple flowers. The proposed replacement name is a name previously used by Native American tribes and meets the Assembly Bill 2022 three priorities, including a name that honors the traditional name used by the Mountain Maidu Tribe to refer to the Sq_ Carpet plant, a name that incorporates the local indigenous Tosidum Maidu language, and a name that preserves the original intent of the road name and geographic area in which the plant is found and considers the cultural significance of the name.

On October 30, 2024, CACGN staff followed up with an email, with a clarification question:

“Thank you for the County’s submittal. I’ve been reviewing it and I had one follow-up question for the time being--- why did the County propose “Demtatoko” as the preferred name before the other alternatives (namely, “Lokom Kodo” or “Elderberry Lane”, which was proposed by Mooretown Rancheria)? Any insight you can provide into the thought process of the preferred selection would be much appreciated.”

On October 31, 2024, Tracey Ferguson, Planning Director replied to CACGN staff with the following:

“During the public hearing before the Board of Supervisors on October 15, 2024, all recommendations for a replacement name were presented to the Board and public, including those provided by other Tribal interested parties and Tribes. The Board gave equal weight to both and reviewed the recommendations, largely, based on the state’s direction when selecting a replacement name, pursuant to AB 2022, which requires Public Agencies to prioritize the following:

1. Names that honor the original, traditional, or current name used by tribes to refer to the geographic feature or place.
2. Names incorporating the local indigenous language(s).
3. Preserve the original intent of the geographic name as a historical record of the cultural landscape (using general descriptors and generic terms such as river, creek, mountain, or an appropriate term from the indigenous language of the area), considering the historical, cultural, or ethnic significance of the original name.

The recommendation from the Mountain Maidu peoples Harla Lee (adopted as a Mooretown Rancheria Tribal Member) and Danny Manning (adopted as an Enterprise Rancheria Tribal Member and is the Greenville Rancheria Cultural Specialist, Board Member of the Roundhouse Council, and Alternate Board Member on

Maidu Summit Consortium for Roundhouse Council) of “Demtatoko” is a direct translation of the “sq_carpet” plant of that geographic place and is the local indigenous Tosidum (Mountain) Maidu language; meeting all 3 of the criteria above.

The Mooretown Rancheria (Valley) Maidu Tribal Council recommendation of “Lokom Kodo” does not meet all 3 of the criteria, as it does not honor the original “sq carpet” plant (road name) (it uses Elderberry instead) and is not in local Mountain Maidu dialect (uses Valley Maidu dialect).”

On October 31, 2024, CACGN staff, replied, stating:

“This is most helpful to understand the thought processes behind the decision.”

On December 9, 2024, Plumas County was notified by email that CACGN had completed its review and approval of replacement names during its November 14, 2024 and December 6, 2024 meetings.

The CACGN-approved Assembly Bill 2022 replacement names for ID #24-459 Sq. Carpet Lane, Plumas County, is as follows:

- Lokom Kodo Lane
- Demtatoko Lane
- Mahala Mat Lane
- Yatamoto Lane

In the documentation from CACGN, it “strongly recommends that the County of Plumas adopt Lokom Kodo or Yatamoto.”

As the CACGN is strongly recommending names that the Plumas County Board of Supervisors did not recommend, Tracey Ferguson, Planning Director, emailed CACGN staff on December 10, 2024, to inquire, and CACGN staff responded as follows:

1. Are the CACGN meetings of Nov 14 and Dec 6 recorded and online for viewing to understand the discussions pertaining to the approval of the replacement name recommendations for Plumas County?

1. Yes, we are working on uploading links to these on the CACGN website, but they are currently available on the CNRA YouTube page as well, and you may find recordings of the meetings using the following links:

CACGN Meeting November 14th 2024 - <https://youtu.be/1pU-0iuEVOo>

CACGN Meeting December 6th 2024 - <https://youtu.be/jS-xtMHQMWE> (Note, the discussion pertaining to Plumas County's case starts on the December 6th video around the 1:10:24 mark).

2. The approved replacement names for Plumas County include a statement reading: “CACGN strongly recommends that the County of Plumas adopt Lokom Kodo or Yatamoto.” Plumas County respectfully requests CACGN provide some context and information about “Yatamoto” as that replacement name was not recommended by a Tribal Government or Tribal interested party during the County’s process and therefore not considered by the Board of Supervisors. The County knows nothing about the origin of the name or reasoning for CACGN “strongly” recommending adoption of “Yatamoto” as one of two options.

1. As you will hear in the recordings, during the meeting, a representative from the Mooretown Band of Maidu Indians stated that their preferred name for the road is “Yatamoto”, as it is the traditional place name of the [Genesee] valley the road is located within. The recording will also provide greater context for the Committee’s general recommendation of “strongly recommends” [e.g., “tribal government recommended” replacement name from Mooretown Rancheria of Maidu Indians, as a tribal government, based on the testimony given by Kai Latena, Natural Resource Specialist/TEK Representative and is a certified Native American Naturalist, during the December 6, 2024, CACGN meeting].

NEXT STEPS

All responsible public agencies must submit a resolution or other official communication from the final public agency decision making person/body indicating that a CACGN-approved replacement name has been formally adopted by January 1, 2025.

Tracey Ferguson, Planning Director, emailed CACGN staff on February 18, 2025, for an update on the County's process and to make them aware that the Board of Supervisors will be considering the CACGN-approved Assembly Bill 2022 replacement names, with Tribal and public comment, for direction by the Board on how to proceed, including the option to bring a resolution back, as reviewed by County Counsel, for the formal name replacement adoption in March 2025.

ADDITIONAL BACKGROUND AND HISTORY

During the months of July 2024 through October 2024, Plumas County engaged and consulted with Native American Tribes and Tribal members and individuals to implement Assembly Bill 2022 (Ramos), Chapter 479 of 2022 Statutes, which declares the word "sq_" an offensive ethnic, racial, and sexist slur and public agencies are tasked with working collaboratively with California Native American tribes to determine respectful replacement names.

Specifically, on February 7, 2024, the California Advisory Committee on Geographic Names (CACGN) and California Natural Resources Agency (CNRA) requested each public agency in the State of California with "sq_" names on features and places, in partnership with their local community and California Native American tribes, to identify appropriate replacement name(s).

CACGN identified one "sq_" feature in Plumas County, which is a road called "Sq_ Carpet Lane" (State Object ID #24-459) (Latitude 40.19493 / Longitude -120.50197). The road is in northeastern Plumas County off of Plumas National Forest Road 28N01. The associated assessor parcel numbers of property affected include APN 007-130-005-000 (246 Sq_ Carpet Lane), which is a 5.02-acre parcel and APN 007-130-022-000 (133 Sq_ Carpet Lane), which is a 10.29-acre parcel. Sq Carpet Lane is shown on the Parcel Map for Hugh G. and Gladys M. McCulloch (8 PM 41). The road length is approximately 1,200 feet.

Sq carpet [*Ceanothus prostratus* (Pinemat) or *Prostrate ceanothus* (Mahala Mat)] is an evergreen plant native to the Pacific Northwest of the United States, into northern California and Nevada. This is a flat, mat-forming ground cover growing 6 inches tall up to about 8 feet wide on open slopes and under Douglas Firs, Jeffrey, or Ponderosa pines up to 7,000-foot elevation. The flower cluster is a small cluster of deep blue or purple flowers.

On July 26, 2024, and again on August 26, 2024, Plumas County sent letters, in addition to follow up emails and phone calls (in July, August, September, and October 2024) to Honorable Tribal Leaders (i.e., Tribal Chairpersons and Cultural Resource leads) requesting Tribal consultation to the following Tribes identified by the Native American Heritage Commission as being in the geographic region of Sq_ Carpet Lane specific to Tribal ancestral lands. Plumas County also engaged other Tribal interested parties.

- Estom Yumeka Maidu Tribe of the Enterprise Rancheria
- Greenville Rancheria of Maidu Indians
- Susanville Indian Rancheria
- Mooretown Rancheria of Maidu Indians
- Washoe Tribe of Nevada and California
- Tsi Akim Maidu

The following describes the County's Tribal consultation and engagement and the resulting recommendations for the replacement name of Sq_ Carpet Lane.

1. Estom Yumeka Maidu Tribe of the Enterprise Rancheria did not respond to requests for consultation.
2. Greenville Rancheria of Maidu Indians did not respond to requests for consultation.
3. Susanville Indian Rancheria did not respond to requests for consultation.
4. Washoe Tribe of Nevada and California declined consultation via email on August 26, 2024.
5. Tsi Akim Maidu responded during a phone conversation on August 26, 2024, that the Tribe is not in the position to consult at this time.
6. Mooretown Rancheria of Maidu Indians held a Tribal Council meeting on October 1, 2024, and recommended Elderberry Lane or the Tosidum Maidu name of Lokom Kodo (Lo - kom Ko - do) Lane.
7. Tribal members Harla Lee and Danny Manning met with Plumas County on September 10, 2024, and recommended the Tosidum Maidu name of the "sq_ carpet plant" that being Demtatoko (Dem - tah - to - ko) Lane.
8. Tribal member Liz Bolin emailed Plumas County on August 27, 2024, and recommended the plant's new accepted 'english' name(s) of either Pinemat or Mahala Mat, and otherwise stated the traditional Maidu placename for that area should be used.

Additionally, to learn more about the implementation of Assembly Bill 2022, visit CACGN's website at <https://cacgn.ca.gov/>.

Action:

Review the CACGN-approved replacement names for "Sq_ Carpet Lane" pertaining to Assembly Bill 2022 and provide staff direction in bringing back to the Board of Supervisors at the meeting of March 18, 2025, for discussion and possible action.

Fiscal Impact:

General Fund Impact - Planning Department FY24/25 - Planning Director labor hours.

Attachments:

1. CACGN-Approved AB 2022 Replacement Names
2. AB 2022 Name Proposal Checklist_PlumasCounty

California Advisory Committee on Geographic Names (CACGN)-Approved Replacement Names Pertaining to Assembly Bill 2022¹

(Replacement of the Offensive and Derogatory “Sq_” term)

Butte County

- a. **ID #24-049 Sq. Flat Road**
 - Feature, Location, and Responsible Public Agency: Road, Butte, County of Butte
 - CACGN-Approved Replacement Name: **Flat Mine Road**

Calaveras County

- a. **ID #24-146 Sq. Drive**
 - Feature, Location, and Responsible Public Agency: Road, Calaveras, County of Calaveras
 - CACGN-Approved Replacement Name: **Legends Lane**

Contra Costa County

- a. **ID #24-076 Sq. Court**
 - Feature, Location, and Responsible Public Agency: Road, Contra Costa, City of Antioch
 - CACGN-Approved Replacement Name: **Julpun Court**

El Dorado County

- a. **ID #24-022 Sq. Run Court**
 - Feature, Location, and Responsible Public Agency: Road, El Dorado, County of El Dorado
 - CACGN-Approved Replacement Names: **Deer Run Court** or **Fox Run Court**

Fresno County

- a. **ID #24-004 Sq. Valley Fire Station**
 - Feature, Location, and Responsible Public Agency: Building, Fresno, CAL FIRE
 - CACGN-Approved Replacement Name: **Bear Mountain Fire Station**

¹ https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB2022

b. **ID #24-070 Sq. Valley Road**

- Feature, Location, and Responsible Public Agency: Road, Fresno, County of Fresno
- CACGN-Approved Replacement Name: **Sequoia Valley Road, Bear Valley Road, Bobcat Heights Road, Bear Mountain Road, Peoples Valley Road, Mountain Road, Mountain Valley Road, Sierra Road, and Summer Valley Road.**
Furthermore, CACGN strongly recommends the County of Fresno work closely in meaningful consultation with California Native American tribes on the spelling and future adoptions of road name changes that incorporate indigenous language.

c. **ID #24-432 Sq. Leap Lane**

- Feature, Location, and Responsible Public Agency: Road, Fresno, County of Fresno
- CACGN-Approved Replacement Name: **Eagle Lane**

d. **ID #24-471 Sq. Valley Cemetery**

- Feature, Location, and Responsible Public Agency: Cemetery, Fresno, County of Fresno
- CACGN-Approved Replacement Names: **Friendship Cemetery, Bear Valley Cemetery, Bear Heights Cemetery, Valley Heights Cemetery, Bobcat Highlands Cemetery, Summer Valley Cemetery, and Bear Mountain Cemetery**

Humboldt County

a. **ID #24-188 Sq. Creek Bridge**

- Feature, Location, and Responsible Public Agency: Bridge, Humboldt, Humboldt County Department of Public Works
- CACGN-Approved Replacement Name: **Dulouwirughuqa'n Bridge**

Los Angeles County

a. **ID #24-074 Sq. Valley Way**

- Feature, Location, and Responsible Public Agency: Road, Los Angeles, City of Cerritos
- CACGN-Approved Replacement Name: **Sun Valley Way**

Placer County

a. **ID #24-088 Sq. Creek Road**

- Feature, Location, and Responsible Public Agency: Road, Placer, County of Placer
- CACGN-Approved Replacement Name: **Resort Road**

b. **ID #24-089 Sq. Loop Road**

- Feature, Location, and Responsible Public Agency: Road, Placer, County of Placer
- CACGN-Approved Replacement Name: **Snowfall Loop Road**

c. **ID #24-1000 Sq. Valley Road**

- Feature, Location, and Responsible Public Agency: Road, Placer, County of Placer

- CACGN-Approved Replacement Name: **Olympic Valley Road**
- d. **ID #24-1001 Sq. Summit Road**
 - Feature, Location, and Responsible Public Agency: Road, Placer, County of Placer
 - CACGN-Approved Replacement Name: **Summit Peak Road**
- e. **ID #24-1002 Sq. Peak Road**
 - Feature, Location, and Responsible Public Agency: Road, Placer, County of Placer
 - CACGN-Approved Replacement Names: **Wa She Shu Road, Washoe Road, and Shirley Canyon Road***. *Provided no California Native American tribes object to this name.

Plumas County

- a. **ID #24-459 Sq. Carpet Lane**
 - Feature, Location, and Responsible Public Agency: Road, Plumas, County of Plumas
 - CACGN-Approved Replacement Names: **Lokom Kodo Lane, Demtatoko Lane, Mahala Mat Lane, and Yatomato Lane**. CACGN strongly recommends that the County of Plumas adopt Lokom Kodo or Yatomato.

Riverside County

- a. **ID #24-007 Sq. Mountain Road**
 - Feature, Location, and Responsible Public Agency: Road, Riverside, County of Riverside Transportation Department
 - CACGN-Approved Replacement Names: **Hul’vul Road, Koot’pat Road, Wula’qla Road, and Paa’shawl Road**
- b. **ID #24-008 Sq. Peak Court**
 - Feature, Location, and Responsible Public Agency: Road, Riverside, County of Riverside Transportation Department
 - CACGN-Approved Replacement Names: **Púwish Court, Túket Court, and Túchill Court**
- c. **ID #24-009 Sq. Valley Drive**
 - Feature, Location, and Responsible Public Agency: Road, Riverside, City of Menifee
 - CACGN-Approved Replacement Names: **Olympic Valley Drive, Sun Valley Drive, and Munipka Valley Drive**
- d. **ID #24-010 Sq. Valley Street**
 - Feature, Location, and Responsible Public Agency: Road, Riverside, City of Hemet
 - CACGN-Approved Replacement Names: **Húlvul Street and Alvechu Street**

Sacramento County

- a. **ID #24-006 Little Sq. Court**
 - Feature, Location, and Responsible Public Agency: Road, Sacramento, City of Citrus Heights
 - CACGN-Approved Replacement Names: **Little Bear Court** and **Little Fox Court**
- b. **ID #24-011 Sq. Valley Way**
 - Feature, Location, and Responsible Public Agency: Road, Sacramento, County of Sacramento
 - CACGN-Approved Replacement Names: **River Valley Way, Valley Creek Way** and **Sweetgrass Way**

San Bernardino County

- a. **ID #24-084 Sq. Valley Lane**
 - Feature, Location, and Responsible Public Agency: Road, San Bernardino, City of Victorville
 - CACGN-Approved Replacement Name: **Chuckwalla Lane**
- b. **ID #24-456 Sq. Bush Road**
 - Feature, Location, and Responsible Public Agency: Road, San Bernardino, County of San Bernardino
 - CACGN-Approved Replacement Names: **Big Horn Road** and **Chukat Road**
- c. **ID #24-457 Sq. Road**
 - Feature, Location, and Responsible Public Agency: Road, San Bernardino, County of San Bernardino
 - CACGN-Approved Replacement Names: **Jim Pine Road** and **Maarra Road**
- d. **ID #24-480 Sq. Court**
 - Feature, Location, and Responsible Public Agency: Road, San Bernardino, County of San Bernardino
 - CACGN-Approved Replacement Name: **Thinya'aak Court**

Shasta County

- a. **ID #24-059 Sq. Carpet Drive**
 - Feature, Location, and Responsible Public Agency: Road, Shasta, County of Shasta
 - CACGN-Approved Replacement Name: **Bama'du Drive**
- b. **ID #24-060 Sq. Carpet Emergency Fire Escape Road**
 - Feature, Location, and Responsible Public Agency: Road, Shasta, County of Shasta
 - CACGN-Approved Replacement Name: **Bama'du Emergency Fire Escape Road**
- c. **ID #24-061 Sq. Grass Trail**
 - Feature, Location, and Responsible Public Agency: Trail, Shasta, County of Shasta

- CACGN-Approved Replacement Names: **Blue Grass Trail, Nomdal Trail, Nomti Trail, and Nomel Trail**
- d. **ID #24-062 Sq. Springs Road**
 - Feature, Location, and Responsible Public Agency: Road, Shasta, County of Shasta
 - CACGN-Approved Replacement Names: **K`etewāla Road, Dji`gal Road, T` nena Road**. **Note, the exact demarcation emphases are being confirmed.
- e. **ID #24-318 Sq. Creek Court**
 - Feature, Location, and Responsible Public Agency: Road, Shasta, City of Redding
 - CACGN-Approved Replacement Name: **Mem Court**

Shasta and Siskiyou Counties

- a. **ID #24-063 and #24-483 Sq. Valley Loop Road**
 - Feature, Location, and Responsible Public Agency: Road, Shasta and Siskiyou, Counties of Shasta and Siskiyou
 - CACGN-Approved Replacement Names: **Chali Mem Paniik Road, Chali Memton Paniik Road, Boychalimemton Paniik Road**

Siskiyou County

- a. **ID #24-048 Sq. Valley Road**
 - Feature, Location, and Responsible Public Agency: Road, Siskiyou, County of Siskiyou
 - CACGN-Approved Replacement Names: **Chali Mem Road, Chali Memton Road, Boychalimemton Road**
- b. **ID #24-100 Sq. Valley Fuel Break**
 - Feature, Location, and Responsible Public Agency: Fuel Break, Siskiyou, CAL FIRE
 - CACGN-Approved Replacement Name: **Huckleberry Ridge Fuel Break**

Tehama County

- a. **ID #24-482 Sq. Hill Road**
 - Feature, Location, and Responsible Public Agency: Road, Tehama, County of Tehama
 - CACGN-Approved Replacement Name: **Loybas Hill Road**

Yolo County

- a. **ID #24-131 Sq. Road**
 - Feature, Location, and Responsible Public Agency: Road, Yolo, City of West Sacramento
 - CACGN-Approved Replacement Name: **Tebti Road**

b. **ID #24-132 Sq. Court**

- Feature, Location, and Responsible Public Agency: Road, Yolo, City of West Sacramento
- CACGN-Approved Replacement Name: **Tebti Court**

c. **ID #24-170 Sq. Valley Drive**

- Feature, Location, and Responsible Public Agency: Road, Yolo, City of Woodland
- CACGN-Approved Replacement Name: **Patwin Valley Drive**

*Note, for cases with multiple CACGN-approved replacement names, the Responsible Public Agency shall go through its normal process to select the final name before January 1, 2025.

California Advisory Committee on Geographic Names

AB 2022 Name Proposal Checklist

Proposed Replacement Name:	Demtatoko Lane
Additional Name Proposed:	Elderberry Lane or Lokom Kodo Lane
Additional Name Proposed:	Pinemat Lane or Mahala Mat Lane
Current Name:	Sq_ Carpet Lane
Choose Action Request:	Replacement Name for a "sq." Named Feature or Place
Choose Type of Feature/Place:	Road
Latitude:	40.19493
Longitude:	-120.50197
Description of Feature:	Road located in northeastern Plumas County off Plumas National Forest Road 28N01. Assessor parcel numbers of property affected include APN 007-130-005-000 (246 sq_ Carpet Lane), which is a 5.02-acre parcel and APN 007-130-022-000 (133 sq_ Carpet Lane), which is a 10.29-acre parcel. Road length is approx. 1,200 feet.
County or Equivalent:	Plumas
BOS Chair/Email:	Greg Hagwood, Chair of the Plumas County Board of Supervisors greghagwood@countyofplumas.com
BOS Clerk/Email:	Allen Hiskey, Clerk of the Board allenhiskey@countyofplumas.com

Public Agency Contact Information

Public Agency:	County of Plumas
Public Agency Website URL:	https://www.plumascounty.us/
Public Agency Address:	520 Main Street, Room 309, Quincy, CA 95971
Authorized Contact Name:	Tracey Ferguson
Contact Title:	Planning Director
Contact Email:	traceyferguson@countyofplumas.com
Contact Phone Number:	530-283-6214

Marker(s), Sign(s), and Map(s) Locations or Names

Choose Type Location of marker, sign, or map to be changed.	Map	Sign	Marker	
	8PM41	N/A	N/A	

Other Tribal Interested Parties Consulted

Support for Proposed Name?	Dematoko (Dem - tah - to - ko) Lane			
Name:	Harla Lee and Danny Manning			
Email:	harlalee@rocketmail.com and dannyymanning@gmail.com			
Phone #:	530-375-0478			
Address:	30 Harbison, Quincy, CA 95971			
Comments:	<i>Met in person at 30 Harbison, Quincy, with Harla Lee and Danny Manning on 9/10/2024 and recommends the Tosidum Maidu name of the "sq_carpet plant" that being, Demtatoko (Dem - tah - to - ko).</i>			
Support for Proposed Name?	Pinemat Lane or Mahala Mat Lane			
Name:	Liz Bolin			
Email:	indianoutlaw25@hotmail.com			
Phone #:	unknown			
Address:	unknown			
Comments:	<i>Comments emailed on 8/27/24: I'm not replying as representing the tribe, just replying as a tribal member. I think it's fine to change the name, seems like all those names should be changed. I'd be good with changing it to the plants new accepted 'english' name(s) of either Pinemat or Mahala Mat to keep it simple. Otherwise the traditional Maidu placename for that area should be used.</i>			
3-4 Attempts to connect if needed.	Call Date 1#	Call Date 2#	Call Date 3#	Call Date 4#
Email(s) to Locale 3-4 Attempts to connect if needed.	Email Date 1#	Email Date 2#	Email Date 3#	Email Date 4#
	7/31/2024	8/26/2024	8/27/2024	
Letter(s) to BOS 2 Attempts to connect if needed.	Letter Date 1#		Letter Date 2#	

Other Tribal Interested Parties Contacted

Emails:	trinacunningham.maidu@gmail.com; harlalee@rocketmail.com; indianoutlaw25@hotmail.com; hugoadrian@gmail.com; trinitymanning99@gmail.com; dannyymanning@gmail.com; shelbyleung@gmail.com			
Phone call(s) to Locale 3-4 Attempts to connect if needed.	Call Date 1#	Call Date 2#	Call Date 3#	Call Date 4#
	N/A	N/A		
Email(s) to Locale 3-4 Attempts to connect if needed.	Email Date 1#	Email Date 2#	Email Date 3#	Email Date 4#
	7/31/2024	8/26/2024		
Letter(s) to BOS 2 Attempts to connect if needed.	Letter Date 1#		Letter Date 2#	
	N/A		N/A	

Tribal Government Information - 1

Support for Proposed Name?	No response/no consultation.			
Tribal Government Name	Estom Yumeka Maidu Tribe of the Enterprise Rancheria			
Authorized Rep. Name:	Glenda Nelson, Chairperson			
Authorized Rep. Email:	info@enterpriserancheria.org			
Authorized Rep. Phone #:	(530) 532-9214			
Authorized Rep. Address:	2133 Monte Vista Avenue Oroville, CA, 95966			
Comments:	Left voice mail message on 7/31/24 and 8/26/2024 with Chairperson Nelson. No response.			
Phone call(s) to Tribe 3-4 Attempts to connect if needed.	Call Date 1#	Call Date 2#	Call Date 3#	Call Date 4#
	7/31/2024	8/26/2024		
Email(s) to Tribe 3-4 Attempts to connect if needed.	Email Date 1#	Email Date 2#	Email Date 3#	Email Date 4#
	7/31/2024	8/26/2024	9/10/2024	10/10/2024
Letter(s) to Tribe 2 Attempts to connect if needed.	Letter Date 1#		Letter Date 2#	
	7/26/2024		8/26/2024	

Tribal Government Information - 2

Support for Proposed Name?	No response/no consultation.			
Tribal Government Name	Greenville Rancheria of Maidu Indians			
Authorized Rep. Name:	Kyle Self, Chairperson			
Authorized Rep. Email:	kself@greenvillerrancheria.com			
Authorized Rep. Phone #:	(530) 284-7990			
Authorized Rep. Address:	P.O. Box 279 Greenville, CA, 95947			
Comments:	Talked to administrative assistant, Crystal Jimenez, to Chairperson Self on 7/31/24 and sent email to address: cjimenez@greenvillerrancheria.com. Left message with Ms. Jimenez on 8/26/2024. 9/10/2024 received email from Ms. Jimenez that a response letter will be send. As of 9/18/2024 have not received a letter, and followed up with email and call on 10/10/24 with no response.			
Phone call(s) to Tribe 3-4 Attempts to connect if needed.	Call Date 1#	Call Date 2#	Call Date 3#	Call Date 4#
	7/31/2024	8/26/2024	9/18/2024	10/10/2024
Email(s) to Tribe 3-4 Attempts to connect if needed.	Email Date 1#	Email Date 2#	Email Date 3#	Email Date 4#
	7/31/2024	8/26/2024	9/10/2024	9/18/2024
Letter(s) to Tribe 2 Attempts to connect if needed.	Letter Date 1#		Letter Date 2#	
	7/26/2024		8/26/2024	

Tribal Government Information - 3

Support for Proposed Name?	Elderberry Lane or Lokom Kodo (Lo - kom Ko - do) Lane			
Tribal Government Name	Mooretown Rancheria of Maidu Indians			
Authorized Rep. Name:	Benjamin Clark, Chairperson and Guy Taylor			
Authorized Rep. Email:	frontdesk@mooretown.org			
Authorized Rep. Phone #:	(530) 533-3625			
Authorized Rep. Address:	#1 Alverda Drive Oroville, CA, 95966			
Comments:	<p>Talked to Chairperson Clark on 7/31/24 and received better contact information: benjamin.clark@mooretown.org and Matthew Hatcher (Cultural Resources lead) at matthew.hatcher@mooretown.org. On August 9, 2024, County received a letter requesting consultation, and to contact Matthew Hatcher. On 8/26/2024 County sent email to Mr. Hatcher to request a date/time begin consultation. On 9/10/2024 County sent a response email to inquire when it would be possible to meet. On 9/16/2024 County sent a follow up response email to inquire when it would be possible to meet. On 9/18/2024 County left a voicemail message with Mr. Hatcher inquiring about when it would be possible to meet. County called on 9/19/24 and set a meeting with Mr. Hatcher for 9/23/24. Tribal Council met on 10/1/24 and recommended the name of Elderberry Lane or Lokom Kodo (Lo - kom Ko - do) Lane. On 10/15/24 County spoke with Tribal cultural lead to ensure correct pronunciation.</p>			
Phone call(s) to Tribe 3-4 Attempts to connect if needed.	Call Date 1#	Call Date 2#	Call Date 3#	Call Date 4#
	7/31/2024	9/18/2024	9/19/2024	10/15/2024
Email(s) to Tribe 3-4 Attempts to connect if needed.	Email Date 1#	Email Date 2#	Email Date 3#	Email Date 4#
	7/31/2024	8/26/2024	9/10/2024	9/16/2024
Letter(s) to Tribe 2 Attempts to connect if needed.	Letter Date 1#		Letter Date 2#	
	7/26/2024		8/26/2024 - sent consultation letter to set date/time to consult	

Tribal Government Information - 4

Support for Proposed Name?	No response/no consultation.			
Tribal Government Name	Susanville Indian Rancheria			
Authorized Rep. Name:	Deana Bovee , Chairperson Arian Hart			
Authorized Rep. Email:	dovee@sir-nsn.gov ahart@sir-nsn.gov			
Authorized Rep. Phone #:	(530) 257-6264			
Authorized Rep. Address:	745 Joaquin Street Susanville, CA, 96130			
Comments:	<p>Via phone conversation on 7/31/24 with Tribal admin it was communicated that Deana Bovee is no longer the Chairperson. Received current contact information: Arian Hart, Chairperson at ahart@sir-nsn.gov. Left message for Chairperson Hart on 8/26/2024.</p>			
Phone call(s) to Tribe 3-4 Attempts to connect if needed.	Call Date 1#	Call Date 2#	Call Date 3#	Call Date 4#
	7/31/2024	8/26/2024		
Email(s) to Tribe 3-4 Attempts to connect if needed.	Email Date 1#	Email Date 2#	Email Date 3#	Email Date 4#
	7/31/2024	8/26/2024	9/10/2024	10/10/2024
Letter(s) to Tribe 2 Attempts to connect if needed.	Letter Date 1#		Letter Date 2#	
	7/24/2026		8/26/2024	

Tribal Government Information - 5

Support for Proposed Name?	Tribe is not in the position to consult at this time.			
Tribal Government Name	Tsi Akim Maidu			
Authorized Rep. Name:	Grayson Coney, Cultural Director			
Authorized Rep. Email:	tsi-akim-maidu@att.net			
Authorized Rep. Phone #:	(530) 383-7234			
Authorized Rep. Address:	P.O. Box 510 Browns Valley, CA, 95918			
Comments:	Left voicemail message on 7/31/24 with Grayson Coney. Spoke to Grayson Coney on 8/26/2024 and he stated he's no longer the tribal cultural director and that the Tribe is not in the position to consult at this time with Tribal reorganization occurring.			
Phone call(s) to Tribe 3-4 Attempts to connect if needed.	Call Date 1#	Call Date 2#	Call Date 3#	Call Date 4#
	7/31/2024	8/26/2024		
Email(s) to Tribe 3-4 Attempts to connect if needed.	Email Date 1#	Email Date 2#	Email Date 3#	Email Date 4#
	7/31/2024	8/26/2024		
Letter(s) to Tribe 2 Attempts to connect if needed.	Letter Date 1#		Letter Date 2#	
	7/26/2024 - Letter #1 was 'return to sender' 'box closed' unable to forward		N/A	

Tribal Government Information - 6

Support for Proposed Name?	Declined to consult on 8/26/2024			
Tribal Government Name	Washoe Tribe of Nevada and California			
Authorized Rep. Name:	Darrel Cruz, Cultural Resources Department Bernadette Nieto, Tribal Admin			
Authorized Rep. Email:	darrel.cruz@washoetribe.us bernadette.nieto@washoetribe.us			
Authorized Rep. Phone #:	(775) 265-8600			
Authorized Rep. Address:	919 Highway 395 North Gardnerville, NV, 89410			
Comments:	Via phone conversation on 7/31/24 with Tribal admin it was communicated that Darrel Cruz is no longer the Cultural Resources contact. Phone call on 8/26/2024 with Bernadette Nieto, Tribal Admin at bernadette.nieto@washoetribe.us - she is the new contact, as Mr. Burt no longer works for the Tribe. Via email on 8/26/2024, Tribe declined to consult "As the location of the proposed project is outside of the ancestral lands of the Washoe Tribe of Nevada and California, we will defer to our neighboring Native Nations, with cultural affiliation."			
Phone call(s) to Tribe 3-4 Attempts to connect if needed.	Call Date 1#	Call Date 2#	Call Date 3#	Call Date 4#
	7/31/2024	8/26/2024		
Email(s) to Tribe 3-4 Attempts to connect if needed.	Email Date 1#	Email Date 2#	Email Date 3#	Email Date 4#
	7/31/2024	8/26/2024		
Letter(s) to Tribe 2 Attempts to connect if needed.	Letter Date 1#		Letter Date 2#	
	7/26/2024		8/26/2024	

Copy and paste a map or image showing the location of the feature or place:

West Elevation

☀ 101°E (T) ● 10T GK 12249 52250 ±13ft ▲ 5834ft

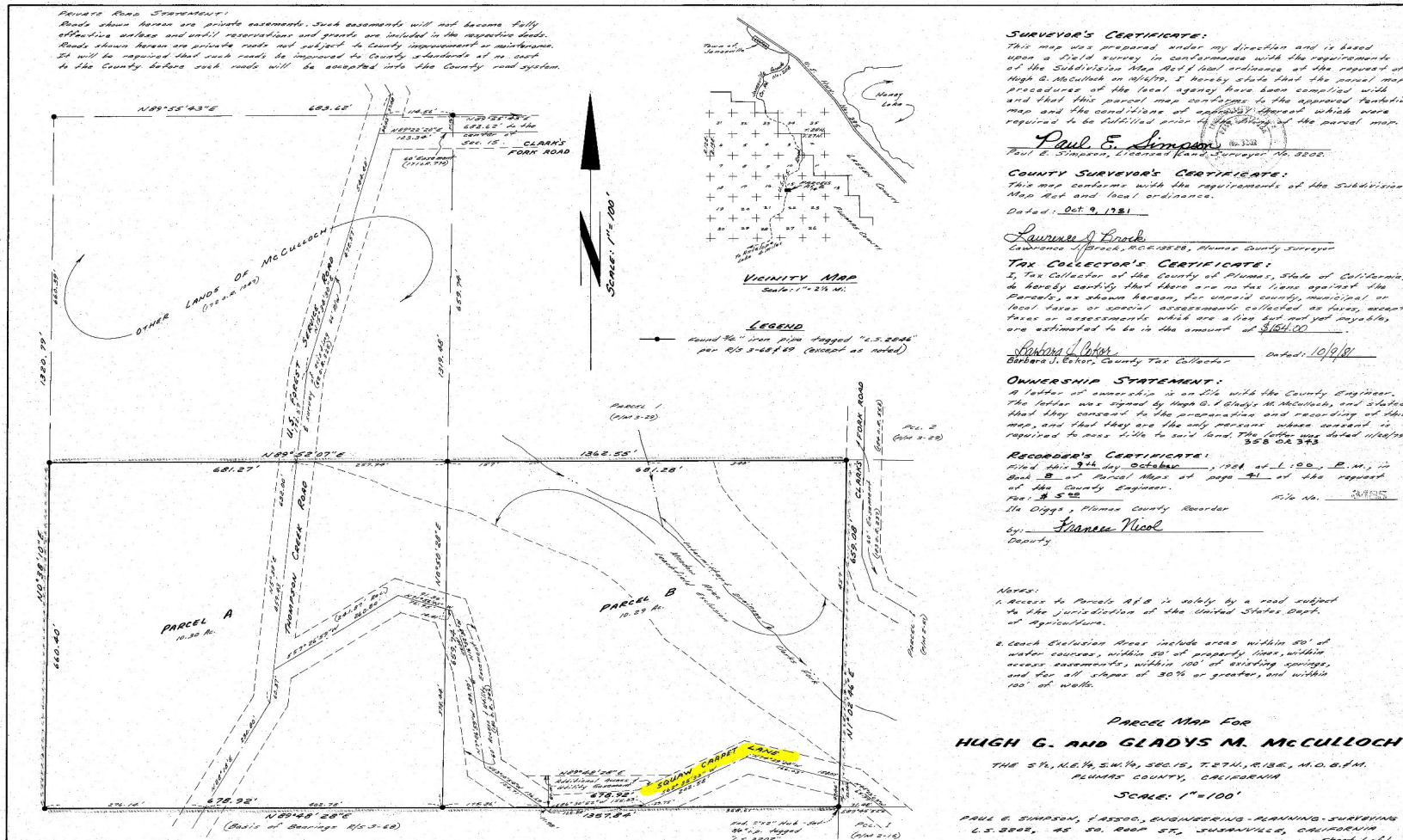


North West Elevation

☀ 124°SE (T) ● 10T GK 12250 52258 ±13ft ▲ 5843ft







Please type one to two paragraphs explaining why the replacement name is being chosen. How does the name honor and recognize the tribes, cultures, and indigenous languages specific to the region? Is it a name previously used by Native American tribes?

The proposed replacement name for "Sq_ Carpet Lane" that was chosen after Tribal consultation and by action of the Plumas County Board of Supervisors on October 15, 2024, during a noticed public hearing, is "Demtatoko Lane" (Dem - tah - to - ko) which is the direct translation of the traditional Tosidum Maidu name of the sq_ carpet [Ceanothus prostratus (Pinemat) or Prostrate ceanothus (Mahala Mat)] is an evergreen plant native to the Pacific Northwest of the United States, into northern California and Nevada. This is a flat, mat-forming ground cover growing 6 inches tall up to about 8 feet wide on open slopes and under Douglas Firs, Jeffrey, or Ponderosa pines up to 7,000-foot elevation. The flower cluster is a small cluster of deep blue or purple flowers. The proposed replacement name is a name previously used by Native American tribes and meets the Assembly Bill 2022 three priorities, including a name that honors the traditional name used by the Mountain Maidu Tribe to refer to the Sq_ Carpet plant, a name that incorporates the local indigenous Tosidum Maidu language, and a name that preserves the original intent of the road name and geographic area in which the plant is found and considers the cultural significance of the name.

Please type a one to two paragraph narrative of the Tribal Consultations completed. Include the names of the participating tribes, the date of the first meeting, number of meetings, and how the final decision will be communicated to the tribes.

On July 26, 2024, and again on August 26, 2024, Plumas County sent letters, in addition to follow up emails and phone calls (in July, August, September, and October 2024), to Honorable Tribal Leaders (i.e., Tribal Chairpersons and Cultural Resource leads) requesting Tribal consultation to the following Tribes identified by the Native American Heritage Commission as being in the geographic region of "Sq_ Carpet Lane" specific to Tribal ancestral lands. Plumas County also engaged other Tribal interested parties; County met with Harla Lee and Danny Manning on September 10, 2024 and received email communication from Liz Bolin on August 27, 2024. See "AB 2022 Name Proposal" tab for more information. The final decision will be mailed and emailed in letter form to the Tribes. The following lists the tribes contacted:

- Estom Yumeka Maidu Tribe of the Enterprise Rancheria (Called on 7/31/24 and 8/26/24 and emailed on 7/31/24, 8/26/24, 9/10/24, and 10/10/24 and sent letters on 7/26/24 and 8/26/24 with no response/no consultation)
- Greenville Rancheria of Maidu Indians (Called on 7/31/24, 8/26/24, 9/18/24, and 10/10/24 and emailed on 7/31/24, 8/26/24, 9/10/24, and 9/18/24 and sent letters on 7/26/24 and 8/26/24 with communication on 9/10/24 that a letter would be sent, but no letter was ever received by the County and therefore no response/no consultation)
- Susanville Indian Rancheria (Called on 7/31/24 and 8/26/24 and emailed on 7/31/24, 8/26/24, 9/10/24, and 10/10/24 and sent letters on 7/26/24 and 8/26/24 with no response/no consultation)
- Mooretown Rancheria of Maidu Indians (Called on 7/31/24, 9/18/24, 9/19/24, and 10/15/24 and emailed on 7/31/24, 8/26/24, 9/10/24, and 9/16/24 and sent letters on 7/26/24 and 8/26/24 with communication on 9/23/24 that a Tribal Council meeting was scheduled for 10/1/24 to recommend a replacement name and on 10/7/24 the County was sent an email with the name decided by Mooretown)
- Washoe Tribe of Nevada and California (Called on 7/31/24 and 8/26/24 and emailed on 7/31/24 and 8/26/24 and sent letters on 7/26/24 and 8/26/24 and on 8/26/24 the County received an email communication declining consultation)
- Tsi Akim Maidu (Called on 7/31/24 and 8/26/24 and emailed on 7/31/24 and 8/26/24 and sent letters on 7/26/24 with a 'return to sender' reply and on 8/26/24 the County had a phone conversation with the former Tribal cultural director stating the Tribe is not in the position to consult at this time)

Please type a one to two paragraph summary explaining the internal process utilized to propose a replacement name. Include a timeline of action steps completed during the process.

The Plumas County Planning Department met with CACGN staff on July 16, 2024, to discuss Plumas' process and timeline for submittal of a replacement name pursuant to AB 2022 for the one (1) "sq_" named place in Plumas County: "Sq_Carpet Lane." The following documents Plumas County's AB 2022 plan for compliance as conceptually agreed upon by the County and CACGN during our July 16, 2024, meeting, and modified to be accurate, as to how the process rolled out:

- The Plumas request for Tribal Consultation letters were mailed out to Tribal Leaders (NAHC list provided by CACGN) and other Tribal Interested parties on July 26, 2024 and August 26, 2024.
- The first follow up emails were sent, and calls were made on July 31, 2024, with several calls to follow.
- In early August 2024, staff began completing the AB 2022 Name Proposal Checklist.
- Through October 15, 2024, Plumas staff had communications, including emails, phone calls, and a one meeting to consult with Tribal Government and other Tribal interested parties requesting consultation to discuss a replacement name.
- County staff prepared and posted a Notice of Public Hearing, released on October 3, 2024, and prepared a staff report and presented the replacement name options that were recommended during Tribal consultation as an agenda item on the October 15, 2024, Board of Supervisors agenda, with the subject, "PUBLIC HEARING 11AM TIME CERTAIN: Consider and recommend replacement name to the California Advisory Committee on Geographic Names (CACGN) and California Natural Resources Agency (CNRA) for "Sq_Carpet Lane" pursuant to Assembly Bill 2022 following consultation and engagement with Native American Tribes and Tribal members and individuals; discussion and possible action."
- Subsequently on October 21, 2024, staff completed the AB 2022 Name Proposal Checklist with the recommended replacement name and sent the file to CACGN.
- Plumas County understands CACGN will review replacement names in November 2024, and vote on all replacement names by January 1, 2025.
- Once the recommended "Sq_Carpet Lane" replacement name is approved by the state and communicated back to Plumas County sometime in 2025, County staff will need to initiate a process to replace the road name (on paper) as shown on the Parcel Map for Hugh G. and Gladys M. McCulloch (8 PM 41) through a 'modification of a recorded map' discretionary process, with review and approval by the County Zoning Administrator. Note, there are no physical road signs to replace.

Please share a recommendation of a step you would do differently.

Also notify affected property owners during process for awareness: 1. Carolyn Robbins (Kentfield, CA) APN 007-130-005-000 (246 Sq_Carpet Lane) and 2. Virgil Dieter (Janesville, CA) APN 007-130-022-000 (133 Sq_Carpet Lane). The County will notify these owners of the final decision via US Postal Service mail.

Please type a one to two paragraph narrative of Public Engagement completed. Include the different ways the public were informed of the opportunity to provide input. Include how the final decision will be communicated to the public. Please copy and paste any opinions received from the public on tab marked 'Opinion(s)'. Screenshots of emails or letters are acceptable.

A Notice of Public Hearing was prepared and published/posted on October 3, 2024, notifying the public of the opportunity to comment at the Board of Supervisors meeting of October 15, 2024, as a result of Plumas County consulting and engaging with Native American Tribes and Tribal members and individuals to implement Assembly Bill 2022 (Ramos), Chapter 479 of 2022 Statutes, which declares the word “sq_” an offensive ethnic, racial, and sexist slur. The Notice stated all interested parties are welcome to attend the public hearing and will be given an opportunity to address the Board of Supervisors and County staff and provide public comment and was published/posted at 555 Main Street, Quincy, CA; 520 Main Street, 3rd Floor, Quincy, CA; 222 Lawrence Street, Quincy, CA; 445 Jackson Street, Quincy, CA, and County website at <https://www.plumascounty.us/89/Planning-Department>. The final decision by the state (come 2025) will be mailed and emailed in letter form to the Tribes. The County will notify the affected property owners of the final decision via US Postal Service mail. And County staff will bring the item back before the Board of Supervisors to inform County leadership and the public.



**Notice of Public Hearing Plumas County
BOARD OF SUPERVISORS**

**CONSIDER AND RECOMMEND REPLACEMENT NAME FOR
"SQ_ CARPET LANE" PURSUANT TO ASSEMBLY BILL 2022**

The Plumas County Board of Supervisors will hold a Public Hearing on:
Tuesday, October 15, 2024
11:00 AM
Board of Supervisors, Room 308 Courthouse
520 Main Street Quincy, CA

PUBLIC HEARING – Plumas County is consulting and engaging with Native American Tribes and Tribal members and individuals to implement Assembly Bill 2022 (Ramos), Chapter 479 of 2022 Statutes, which declares the word “sq_” an offensive ethnic, racial, and sexist slur.

On February 7, 2024, the California Advisory Committee on Geographic Names (CACGN) and California Natural Resources Agency (CNRA) requested each public agency in the State of California with “sq_” names on features and places, in partnership with their local community and California Native American tribes, to identify appropriate replacement name(s).

CACGN identified one “sq_” feature in Plumas County, which is a road named called “Sq_ Carpet Lane” (State Object ID #24-459) (Latitude 40.19493 / Longitude -120.50197).

When selecting a replacement name, Assembly Bill 2022 requires public agencies such as Plumas County to prioritize the following:

1. Names that honor the original, traditional, or current name used by tribes to refer to the geographic feature or place.
2. Names incorporating the local indigenous language(s).
3. Preserve the original intent of the geographic name as a historical record of the cultural landscape (using general descriptors and generic terms such as river, creek, mountain, or an appropriate term from the indigenous language of the area), considering the historical, cultural, or ethnic significance of the original name.

Additionally, to learn more about the implementation of Assembly Bill 2022, please visit CACGN’s website at <https://cacgn.ca.gov/>.

INTERESTED PARTIES – All interested parties are welcome to attend the public hearing and will be given an opportunity to address the Board of Supervisors and County staff and provide public comment. If individuals challenge the project in court, those individuals may be limited to raising only those issues raised by the individuals or others at the public hearing or issues submitted in written correspondence delivered to the Planning Department at, or prior to, the public hearing.

PUBLIC COMMENT – Written comments can be mailed to the Plumas County Planning Department, ATTN: Tracey Ferguson, Planning Director, 555 Main Street, Quincy, CA and (530) 283-6214 or traceyferguson@countyofplumas.com. For further information, please contact the Plumas County Planning Department at (530) 283-6214.

Notice of Public Hearing Published/Posted on October 3, 2024 at 555 Main Street, Quincy, CA; 520 Main Street, 3rd Floor, Quincy, CA; 222 Lawrence Street, Quincy, CA; 445 Jackson Street, Quincy, CA, and County website at <https://www.plumascounty.us/89/Planning-Department>

Please copy and paste opinions on this tab, use as many lines as needed. Opinion(s) are to be labeled with which type of entity and follow the order of the AB 2022 Name Proposal tab. - Local Community, Underserved Community, Tribal Government Information - 1, Tribal Government Information - 2, etc. The rest of the area below is meant to not be filled in with color.

OTHER TRIBAL INTERESTED PARTIES CONSULTED (HARLA LEE AND DANNY MANNING)

From: [Harla Lee](#)
To: [Ferguson, Tracey](#)
Subject: Re: 2nd Email Request - Tribal Consultation: Renaming "sq_" Named Features and Places for AB 2022 Implementation
Date: Friday, September 6, 2024 3:31:47 PM
Attachments: [image001.png](#)

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

can we do Tuesday at 9:15 am?
Harla

On Thursday, September 5, 2024 at 02:22:41 PM PDT, Ferguson, Tracey
<traceyferguson@countyofplumas.com> wrote:

Hi Harla – I can come to your office on Monday afternoon, 3pm, or Tuesday morning, 9am, or Tuesday afternoon, 4pm. What works for you?

Tracey Ferguson, AICP
Planning Director

Co Logo



Plumas County Planning Department
P: (530) 283-6214
traceyferguson@countyofplumas.com

****Confidentiality:** This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.**

From: Harla Lee <harlalee@rocketmail.com>
Sent: Thursday, September 5, 2024 2:18 PM
To: Ferguson, Tracey <TraceyFerguson@countyofplumas.com>
Subject: Re: 2nd Email Request - Tribal Consultation: Renaming "sq_" Named Features and Places for AB 2022 Implementation

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

Tracey my office is on 30 Harbison in Quincy. I work at California Tribal TANF. if you can come here next week that would be good.

OTHER TRIBAL INTERESTED PARTIES CONSULTED (LIZ BOLIN)

From: [Ferguson, Tracey](#)
To: [Liz Bolin](#)
Subject: RE: 2nd Email Request - Tribal Consultation: Renaming "sq_" Named Features and Places for AB 2022 Implementation
Date: Tuesday, August 27, 2024 2:10:00 PM
Attachments: [image001.png](#)

Hello Liz – thank you for the comments as a tribal member (not representing any one tribe); it will be included in the conversations as replacement names are discussed.

Tracey Ferguson, AICP
Planning Director



Plumas County Planning Department
P: (530) 283-6214
traceyferguson@countyofplumas.com

^^Confidentiality: This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.^^

From: Liz Bolin <indianoutlaw25@hotmail.com>
Sent: Tuesday, August 27, 2024 2:06 PM
To: Ferguson, Tracey <TraceyFerguson@countyofplumas.com>
Subject: Re: 2nd Email Request - Tribal Consultation: Renaming "sq_" Named Features and Places for AB 2022 Implementation

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

I'm not replying as representing the tribe, just replying as a tribal member.
I think it's fine to change the name, seems like all those names should be changed.
I'd be good with changing it to the plants new accepted 'english' name(s) of either Pinemat or Mahala Mat to keep it simple.
Otherwise the traditional Maidu placename for that area should be used.

Thanks for reaching out.

From: Ferguson, Tracey <TraceyFerguson@countyofplumas.com>
Sent: Monday, August 26, 2024 11:11 AM

TRIBAL GOVERNMENT - 3 - MOORETOWN RANCHERIA OF MAIDU INDIANS

From: [Matthew Hatcher](#)
To: [Ferguson, Tracey](#)
Subject: name replacement for S----carpet lane
Date: Monday, October 7, 2024 12:39:20 PM

You don't often get email from mhatcher@mooretown.org. [Learn why this is important](#)

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

So this is the name decided by Mooretown . Elderberry Flat or lane, Lokom Kodo maidu translation.

Thank you.

Matthew.

COMMENTS DURING THE OCTOBER 15, 2024 PUBLIC HEARING

- Public Comment #1 Supports the renaming to include the traditional Maidu name of the plant.
- Public Comment #2 Traditional Maidu name is hard to pronounce; consider something easier to say.
- Public Comment #3 Have the affected landowners along the road been notified?
- Board of Supervisor Comment: Can the name be shortened to just "Carpet Lane"?



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Cyndi Tweedle, Human Resources Analyst II

MEETING DATE: March 4, 2025

SUBJECT: Adopt RESOLUTION adding new classification wage ranges to the Plumas County Pay Schedule for Assistant Engineer (per Resolution 2025-XXXX) and Transportation Planner (per Resolution 2025-9002) in the Public Works Unit and approve Plumas County's revised Pay Schedule (No General Fund Impact) as approved in the FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** to adopt Plumas County's Pay Schedule (No General Fund Impact) as approved in the FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

It is recommended that the Board adopt this resolution to approve new job classification wage ranges for Assistant Engineer (per Resolution 2025-XXXX) and Transportation Planner (per Resolution 2025-9002) which were added to the Public Works Unit and include them in Plumas County's Pay Schedule. These additions have no General Fund impact.

Plumas County's Pay Schedule has been updated to reflect new base wages for these positions and to meet the CalPERS CCR 370.5 Statutory and Regulatory Requirements for Publicly Available Pay Schedules.

Action:

Adopt RESOLUTION to adopt Plumas County's Pay Schedule; no 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:

No General Fund impact as approved in FY 24/25 recommended budget.

Attachments:

1. 4993 FINAL

RESOLUTION TO ADOPT PLUMAS COUNTY'S PAY SCHEDULE

WHEREAS, Plumas County (County) is contracted with CalPERS and therefore it is the County's responsibility to comply with all terms and conditions set forth in the County's contract with CalPERS and to ensure all reportable information is compliant with the Public Employees' Retirement Law (PERL), Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR), and

WHEREAS, Plumas County is aware that publicly available Pay Schedules are required by CalPERS and are a critical component to verify all members' pay rates when calculating members' retirement benefits, and

WHEREAS, Subdivision (a) of CCR section 570.5 defines the requirements for a publicly available Pay Schedule used to determine pay rates and the proposed Pay Schedule meets those requirements, and

WHEREAS, this Pay Schedule reflects the addition of the Assistant Engineer and Transportation Planner positions effective February 18, 2025, and

WHEREAS, Human Resources is requesting the adoption of the revised Pay Schedule for Fiscal Year 2024/2025.

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

Approve this Resolution to adopt Plumas County's revised Pay Schedule attached as Exhibit A.

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 4th day of March 2025 by the following vote:

AYES:

NOES:

ABSENT:

Kevin Goss
Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

**County of Plumas
Pay Schedule**

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

CONFIDENTIAL EMPLOYEE UNIT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ACCOUNTANT	\$21.17	\$22.23	\$23.35	\$24.52	\$25.75	\$27.05	\$28.41	\$29.83	\$31.33	\$32.90
ACCOUNTANT AUDITOR 1	\$23.93	\$25.13	\$26.39	\$27.72	\$29.11	\$30.56	\$32.09	\$33.71	\$35.38	\$37.17
ACCOUNTANT AUDITOR 2	\$26.37	\$27.69	\$29.09	\$30.54	\$32.07	\$33.69	\$35.36	\$37.13	\$39.01	\$40.95
ASSISTANT AUDITOR/CONTROLLER	\$30.51	\$32.03	\$33.64	\$35.33	\$37.10	\$38.98	\$40.92	\$42.97	\$45.12	\$47.38
ASST RISK MGR/OCC SAFETY & HEALTH SPEC	\$28.55	\$29.98	\$31.47	\$33.05	\$34.72	\$36.45	\$38.28	\$40.21	\$42.20	\$44.32
CHIEF DEPUTY AUDITOR	\$29.10	\$30.55	\$32.08	\$33.70	\$35.37	\$37.16	\$39.03	\$40.97	\$43.04	\$45.20
CLERK OF THE BOARD	\$28.03	\$29.44	\$30.91	\$32.45	\$34.07	\$35.78	\$37.57	\$39.45	\$41.42	\$43.50
DEPUTY COUNTY COUNSEL 1	\$38.24	\$40.15	\$42.17	\$44.29	\$46.50	\$48.82	\$51.27	\$53.83	\$56.52	\$59.35
DEPUTY COUNTY COUNSEL 2	\$42.63	\$44.76	\$47.00	\$49.35	\$51.82	\$54.41	\$57.13	\$59.99	\$62.99	\$66.13
DEPUTY COUNTY COUNSEL 3	\$47.95	\$50.35	\$52.87	\$55.51	\$58.29	\$61.20	\$64.27	\$67.48	\$70.85	\$74.39
FISCAL SUPPORT COORDINATOR	\$19.94	\$20.95	\$21.99	\$23.10	\$24.27	\$25.48	\$26.76	\$28.12	\$29.53	\$31.00
HELP DESK SPECIALIST	\$21.82	\$22.92	\$24.07	\$25.28	\$26.55	\$27.88	\$29.28	\$30.75	\$32.29	\$33.91
HR PAYROLL SPECIALIST 1	\$23.08	\$24.24	\$25.47	\$26.74	\$28.09	\$29.50	\$30.96	\$32.53	\$34.16	\$35.88
HR PAYROLL SPECIALIST 2	\$25.45	\$26.73	\$28.08	\$29.49	\$30.95	\$32.52	\$34.15	\$35.87	\$37.66	\$39.56
HUMAN RESOURCES ANALYST 1	\$23.92	\$25.12	\$26.38	\$27.71	\$29.10	\$30.55	\$32.08	\$33.70	\$35.37	\$37.16
HUMAN RESOURCES ANALYST 2	\$26.37	\$27.69	\$29.09	\$30.54	\$32.07	\$33.69	\$35.36	\$37.13	\$39.01	\$40.95
HUMAN RESOURCES TECHNICIAN 1	\$18.54	\$19.47	\$20.45	\$21.47	\$22.55	\$23.67	\$24.86	\$26.12	\$27.42	\$28.79
HUMAN RESOURCES TECHNICIAN 2	\$20.45	\$21.47	\$22.55	\$23.67	\$24.86	\$26.12	\$27.42	\$28.79	\$30.25	\$31.77
HUMAN RESOURCES TECHNICIAN 3	\$21.69	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.09	\$30.54	\$32.07	\$33.69
LEAD FISCAL & TECH SERV ASST	\$17.68	\$18.57	\$19.50	\$20.48	\$21.52	\$22.59	\$23.72	\$24.91	\$26.16	\$27.48
MANAGEMENT ANALYST 1	\$23.92	\$25.12	\$26.38	\$27.71	\$29.10	\$30.55	\$32.08	\$33.70	\$35.37	\$37.16
MANAGEMENT ANALYST 2	\$26.37	\$27.69	\$29.09	\$30.54	\$32.07	\$33.69	\$35.36	\$37.13	\$39.01	\$40.95
NETWORK/EDR ADMINISTRATOR	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66	\$37.45	\$39.33	\$41.29	\$43.35	\$45.52
OFFICE OF EMERGENCY SERVICES-OES MGR.	\$29.15	\$30.61	\$32.14	\$33.75	\$35.45	\$37.23	\$39.09	\$41.04	\$43.10	\$45.26
PARALEGAL 1	\$23.08	\$24.24	\$25.47	\$26.74	\$28.09	\$29.50	\$30.96	\$32.53	\$34.16	\$35.88
PARALEGAL 2	\$25.45	\$26.73	\$28.08	\$29.49	\$30.95	\$32.52	\$34.15	\$35.87	\$37.66	\$39.56
PARALEGAL 3	\$29.17	\$30.64	\$32.17	\$33.79	\$35.49	\$37.27	\$39.14	\$41.11	\$43.16	\$45.33
PAYROLL SPECIALIST 1	\$23.08	\$24.24	\$25.47	\$26.74	\$28.09	\$29.50	\$30.96	\$32.53	\$34.16	\$35.88
PAYROLL SPECIALIST 2	\$25.45	\$26.73	\$28.08	\$29.49	\$30.95	\$32.52	\$34.15	\$35.87	\$37.66	\$39.56
SAAS SYSTEMS ADMINISTRATOR	\$31.57	\$33.15	\$34.81	\$36.56	\$38.39	\$40.31	\$42.33	\$44.45	\$46.67	\$49.00
SYSTEMS ANALYST 1	\$27.72	\$29.11	\$30.56	\$32.09	\$33.71	\$35.38	\$37.17	\$39.05	\$40.99	\$43.06
SYSTEMS ANALYST 2	\$30.51	\$32.03	\$33.64	\$35.33	\$37.10	\$38.98	\$40.92	\$42.97	\$45.12	\$47.38

**County of Plumas
Pay Schedule**

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

CONTRACT EMPLOYEES

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
AIRPORT MANAGER	\$22.03	\$23.14	\$24.29	\$25.51	\$26.78	\$28.12	\$29.53	\$31.00	\$32.55	\$34.18
ASSISTANT COUNTY COUNSEL	\$55.44	\$58.21	\$61.12	\$64.18	\$67.39	\$70.76	\$74.29	\$78.01	\$81.91	\$86.01
BH DEPUTY DIRECTOR	\$45.00	\$47.25	\$49.62	\$52.11	\$54.72	\$57.46	\$60.34	\$63.36	\$66.53	\$69.86
GRANT MANAGER	\$35.00	\$36.77	\$38.60	\$40.54	\$42.57	\$44.70	\$46.93	\$49.28	\$51.74	\$54.33

**County of Plumas
Pay Schedule**

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

DEPARTMENT HEADS

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
AG COMM/SEALER OF WTS & MEAS	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
ALCOHOL & DRUG ADMINISTRATOR	\$36.06	\$37.87	\$39.77	\$41.76	\$43.85	\$46.05	\$48.36	\$50.78	\$53.32	\$55.99
BEHAVIORAL HEALTH DIRECTOR	\$58.00	\$60.90	\$63.95	\$67.14	\$70.50	\$74.02	\$77.73	\$81.61	\$85.69	\$89.98
CHIEF PROBATION OFFICER	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81
COUNTY ADMINISTRATIVE OFFICER	\$75.00	\$78.75	\$82.69	\$86.82	\$91.16	\$95.72	\$100.51	\$105.53	\$110.81	\$116.35
COUNTY COUNSEL	\$70.71	\$74.25	\$77.96	\$81.86	\$85.95	\$90.25	\$94.76	\$99.50	\$104.47	\$109.69
COUNTY FAIR MANAGER	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05	\$65.16
COUNTY LIBRARIAN	\$38.00	\$39.90	\$41.90	\$43.99	\$46.19	\$48.50	\$50.92	\$53.47	\$56.14	\$58.95
DIRECTOR OF BUILDING SERVICES	\$47.00	\$49.35	\$51.82	\$54.41	\$57.13	\$59.99	\$62.98	\$66.13	\$69.44	\$72.91
DIRECTOR OF CHILD SUPPORT SVCS	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05	\$65.16
DIRECTOR OF FACILITY SERVICES	\$40.00	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05
DIRECTOR OF INFO TECHNOLOGIES	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
DIRECTOR OF PUBLIC HEALTH	\$58.00	\$60.90	\$63.95	\$67.14	\$70.50	\$74.02	\$77.73	\$81.61	\$85.69	\$89.98
DIRECTOR OF PUBLIC WORKS	\$55.00	\$57.75	\$60.64	\$63.67	\$66.85	\$70.20	\$73.71	\$77.39	\$81.26	\$85.32
DIRECTOR OF RISK MANAGEMENT AND SAFETY	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81
ENVIRONMENTAL HEALTH DIRECTOR	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
HUMAN RESOURCES DIRECTOR	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
MUSEUM DIRECTOR	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47	\$38.29	\$40.20	\$42.21	\$44.32	\$46.54
PLANNING DIRECTOR	\$55.38	\$58.15	\$61.06	\$64.11	\$67.31	\$70.68	\$74.21	\$77.93	\$81.82	\$85.91
SOCIAL SERV DIR/PUB GUARD/PC	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57

**County of Plumas
Pay Schedule**

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

ELECTED OFFICIALS

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASSESSOR	\$46.05	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$50.78	\$53.32	\$55.99	\$58.78
AUDITOR/CONTROLLER	\$47.55	\$0.00	\$0.00	\$0.00	\$0.00	\$49.94	\$52.43	\$55.06	\$57.80	\$60.70
BOARD OF SUPERVISORS-CPI 2014	\$22.08	\$0.00	\$0.00	\$0.00	\$0.00	\$23.19	\$24.35	\$25.56	\$26.84	\$28.19
BOARD OF SUPERVISORS-CPI 2018	\$24.29	\$0.00	\$0.00	\$0.00	\$0.00	\$25.51	\$26.78	\$28.12	\$29.53	\$31.00
BOARD OF SUPERVISORS-NON PERS-CPI 2022	\$30.36	\$0.00	\$0.00	\$0.00	\$0.00	\$31.87	\$33.47	\$35.14	\$36.90	\$38.74
BOARD OF SUPERVISORS-PERSABLE-CPI 2022	\$28.38	\$0.00	\$0.00	\$0.00	\$0.00	\$29.80	\$31.29	\$32.85	\$34.50	\$36.22
BOARD OF SUPERVISORS-NON PERS-CPI 2023	\$31.62	\$0.00	\$0.00	\$0.00	\$0.00	\$33.20	\$34.86	\$36.60	\$38.43	\$40.35
BOARD OF SUPERVISORS-PERSABLE-CPI 2023	\$29.56	\$0.00	\$0.00	\$0.00	\$0.00	\$31.04	\$32.59	\$34.22	\$35.93	\$37.73
BOARD OF SUPERVISORS-NON PERS-CPI 2024	\$32.83	\$0.00	\$0.00	\$0.00	\$0.00	\$34.48	\$36.20	\$38.01	\$39.91	\$41.90
BOARD OF SUPERVISORS-PERSABLE-CPI 2024	\$30.70	\$0.00	\$0.00	\$0.00	\$0.00	\$32.23	\$33.84	\$35.53	\$37.31	\$39.18
CLERK-RECORDER **	\$46.05	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$50.78	\$53.32	\$55.99	\$58.78
DISTRICT ATTORNEY	\$84.54	\$0.00	\$0.00	\$0.00	\$0.00	\$88.76	\$93.21	\$97.86	\$102.75	\$107.90
SHERIFF/CORONER	\$58.64	\$0.00	\$0.00	\$0.00	\$0.00	\$61.58	\$64.65	\$67.88	\$71.27	\$74.84
TREASURER/TAX COLLECTOR **	\$46.05	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$50.78	\$53.32	\$55.99	\$58.78

**** Stipends adopted by Ordinance #07-1059 on 09/02/2007, revised as of 06/30/2024 per Ordinance #22-1142 adopted 03/01/2022**

CLERK-RECORDER	\$4.27	\$0.00	\$0.00	\$0.00	\$0.00	\$4.48	\$4.71	\$4.94	\$5.19	\$5.45
TREASURER/TAX COLLECTOR	\$5.16	\$0.00	\$0.00	\$0.00	\$0.00	\$5.42	\$5.69	\$5.97	\$6.27	\$6.59

**County of Plumas
Pay Schedule**

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

OE3 PUBLIC WORKS

Job Title	HOURLY RATE											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
ASSISTANT ENGINEER	\$31.94	\$33.54	\$35.21	\$36.98	\$38.84	\$40.79	\$42.83	\$44.99	\$47.23	\$49.60	\$52.09	\$54.70
ASSOCIATE ENGINEER	\$32.49	\$34.10	\$35.82	\$37.62	\$39.50	\$41.48	\$43.56	\$45.76	\$48.04	\$50.46	\$52.98	\$55.63
ENGINEERING AIDE	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.65	\$24.79	\$26.04	\$27.34	\$28.72	\$30.16	\$31.66
ENGINEERING TECHNICIAN 1	\$22.44	\$23.57	\$24.77	\$26.00	\$27.31	\$28.68	\$30.13	\$31.63	\$33.22	\$34.89	\$36.64	\$38.47
ENGINEERING TECHNICIAN 2	\$24.26	\$25.46	\$26.76	\$28.11	\$29.51	\$30.99	\$32.55	\$34.18	\$35.89	\$37.71	\$39.60	\$41.58
EQUIPMENT SERVICE WORKER	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.65	\$24.79	\$26.04	\$27.34	\$28.72	\$30.16	\$31.66
FISCAL/TECHNICAL SERVICES ASSISTANT 1	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.65	\$24.79	\$26.04	\$27.34	\$28.72	\$30.16	\$31.66
FISCAL/TECHNICAL SERVICES ASSISTANT 2	\$19.44	\$20.41	\$21.43	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.26
FISCAL/TECHNICAL SERVICES ASSISTANT 3	\$21.43	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.27	\$34.94	\$36.68
LEAD POWER EQUIPMENT MECHANIC	\$25.22	\$26.50	\$27.84	\$29.23	\$30.71	\$32.23	\$33.86	\$35.57	\$37.35	\$39.23	\$41.19	\$43.25
MANAGEMENT ANALYST 1	\$24.31	\$25.51	\$26.81	\$28.14	\$29.55	\$31.03	\$32.60	\$34.22	\$35.94	\$37.74	\$39.63	\$41.61
MANAGEMENT ANALYST 2	\$27.03	\$28.38	\$29.80	\$31.29	\$32.85	\$34.52	\$36.25	\$38.06	\$39.96	\$41.96	\$44.06	\$46.27
MECHANIC/SHOP TECHNICIAN	\$22.86	\$24.01	\$25.21	\$26.49	\$27.82	\$29.21	\$30.70	\$32.22	\$33.84	\$35.54	\$37.31	\$39.18
POWER EQUIPMENT MECHANIC 1	\$21.15	\$22.21	\$23.33	\$24.50	\$25.73	\$27.03	\$28.39	\$29.81	\$31.31	\$32.87	\$34.52	\$36.24
POWER EQUIPMENT MECHANIC 2	\$22.86	\$24.01	\$25.21	\$26.49	\$27.82	\$29.21	\$30.70	\$32.22	\$33.84	\$35.54	\$37.31	\$39.18
PRINCIPAL TRANSPORTATION PLANNER	\$37.61	\$39.49	\$41.47	\$43.55	\$45.75	\$48.03	\$50.45	\$52.97	\$55.63	\$58.41	\$61.32	\$64.39
PUBLIC WORKS MAINTENANCE LEADWORKER	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.27	\$34.92	\$36.67	\$38.51
PUBLIC WORKS MAINTENANCE WORKER 1	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.65	\$24.79	\$26.04	\$27.34	\$28.72	\$30.16	\$31.66
PUBLIC WORKS MAINTENANCE WORKER 2	\$19.44	\$20.41	\$21.43	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.26
PUBLIC WORKS MAINTENANCE WORKER 3	\$21.43	\$22.50	\$23.62	\$24.82	\$26.06	\$27.38	\$28.73	\$30.17	\$31.68	\$33.27	\$34.94	\$36.68
PUBLIC WORKS SENIOR ENV. PLANNER	\$32.49	\$34.10	\$35.82	\$37.62	\$39.50	\$41.48	\$43.56	\$45.76	\$48.04	\$50.46	\$52.98	\$55.63
SENIOR ENGINEERING TECHNICIAN	\$26.73	\$28.06	\$29.49	\$30.96	\$32.51	\$34.13	\$35.86	\$37.65	\$39.54	\$41.51	\$43.59	\$45.77
SOLID WASTE PROGRAM MANAGER	\$29.48	\$30.95	\$32.50	\$34.12	\$35.83	\$37.62	\$39.50	\$41.48	\$43.56	\$45.75	\$48.03	\$50.44
TRANSPORTATION PLANNER	\$31.94	\$33.54	\$35.21	\$36.98	\$38.84	\$40.79	\$42.83	\$44.99	\$47.23	\$49.60	\$52.09	\$54.70
WELDER	\$22.20	\$23.32	\$24.48	\$25.71	\$27.02	\$28.38	\$29.79	\$31.30	\$32.86	\$34.53	\$36.25	\$38.07

County of Plumas
Pay Schedule

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

OE3 PUBLIC WORKS MID-MGMT

Job Title	HOURLY RATE											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
ASSISTANT DIRECTOR OF PUBLIC WORKS	\$39.48	\$41.46	\$43.54	\$45.74	\$48.02	\$50.44	\$52.96	\$55.62	\$58.38	\$61.32	\$64.39	\$67.61
DEPUTY DIRECTOR OF PUBLIC WORKS	\$39.48	\$41.46	\$43.54	\$45.74	\$48.02	\$50.44	\$52.96	\$55.62	\$58.38	\$61.32	\$64.39	\$67.61
EQUIPMENT MAINTENANCE SUPERVISOR	\$29.48	\$30.95	\$32.50	\$34.12	\$35.83	\$37.62	\$39.50	\$41.48	\$43.56	\$45.75	\$48.03	\$50.44
PUBLIC WORKS ADMIN SERVICES OFFICER	\$38.48	\$40.40	\$42.42	\$44.55	\$46.79	\$49.13	\$51.59	\$54.18	\$56.91	\$59.76	\$62.75	\$65.89
PW FISCAL OFFICER/ADMIN SERVICES MANAGER	\$33.92	\$35.63	\$37.42	\$39.29	\$41.27	\$43.34	\$45.52	\$47.79	\$50.18	\$52.70	\$55.34	\$58.11
PW ROAD MAINTENANCE SUPERVISOR	\$26.05	\$27.36	\$28.72	\$30.18	\$31.70	\$33.28	\$34.96	\$36.71	\$38.56	\$40.48	\$42.50	\$44.64

**County of Plumas
Pay Schedule**

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

OE3 GENERAL

Job Title	HOURLY RATE					L1	L2	L3	L4	L5
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5					
4-H REPRESENTATIVE	\$18.72	\$19.65	\$20.63	\$21.68	\$22.76	\$23.91	\$25.12	\$26.37	\$27.70	\$29.08
ACCOUNTANT	\$19.68	\$20.68	\$21.72	\$22.80	\$23.96	\$25.16	\$26.43	\$27.75	\$29.14	\$30.60
ACCOUNTING TECHNICIAN	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56	\$29.98
ADMINISTRATIVE ASSISTANT 1	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
ADMINISTRATIVE ASSISTANT 2	\$18.12	\$19.02	\$19.97	\$20.97	\$22.03	\$23.13	\$24.30	\$25.52	\$26.81	\$28.14
AG & STANDARDS INSPECTOR 1	\$22.06	\$23.16	\$24.33	\$25.55	\$26.83	\$28.17	\$29.58	\$31.08	\$32.63	\$34.27
AG & STANDARDS INSPECTOR 2	\$25.65	\$26.95	\$28.29	\$29.70	\$31.20	\$32.76	\$34.41	\$36.14	\$37.95	\$39.85
AG & STANDARDS INSPECTOR 3	\$28.30	\$29.72	\$31.22	\$32.78	\$34.42	\$36.15	\$37.96	\$39.87	\$41.86	\$43.96
AG & STANDARDS TECHNICIAN 1	\$17.04	\$17.90	\$18.80	\$19.75	\$20.75	\$21.78	\$22.87	\$24.02	\$25.23	\$26.49
AG & STANDARDS TECHNICIAN 2	\$18.70	\$19.64	\$20.63	\$21.67	\$22.75	\$23.89	\$25.09	\$26.35	\$27.68	\$29.07
AG & STANDARDS TECHNICIAN 3	\$20.32	\$21.34	\$22.42	\$23.54	\$24.73	\$25.97	\$27.27	\$28.64	\$30.07	\$31.59
AG & STANDARDS MANAGEMENT ANALYST 1	\$22.84	\$23.99	\$25.20	\$26.46	\$27.78	\$29.17	\$30.64	\$32.17	\$33.79	\$35.49
AG & STANDARDS MANAGEMENT ANALYST 2	\$25.40	\$26.67	\$28.01	\$29.42	\$30.89	\$32.45	\$34.07	\$35.78	\$37.57	\$39.45
ALCOHOL & DRUG PREV COORD	\$19.83	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82
ALCOHOL & DRUG THERAPIST 1	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66	\$37.45
ALCOHOL & DRUG THERAPIST 2	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30	\$41.28
ALTERNATIVE SENTENCING COORD	\$20.75	\$21.78	\$22.87	\$24.02	\$25.23	\$26.49	\$27.83	\$29.21	\$30.69	\$32.22
ANIMAL CONTROL OFFICER 1	\$19.35	\$20.31	\$21.33	\$22.40	\$23.51	\$24.69	\$25.93	\$27.22	\$28.58	\$30.01
ANIMAL CONTROL OFFICER 2	\$22.40	\$23.51	\$24.69	\$25.93	\$27.22	\$28.58	\$30.01	\$31.51	\$33.08	\$34.75
ANIMAL SHELTER ATTENDANT	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
APPRAISAL ASSISTANT	\$18.80	\$19.75	\$20.75	\$21.78	\$22.87	\$24.02	\$25.23	\$26.49	\$27.83	\$29.21
APPRAISER 1	\$19.83	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82
APPRAISER 2	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82	\$32.38	\$34.00
APPRAISER 3	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66	\$37.45
ASSISTANT COOK	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
ASSISTANT MUSEUM DIRECTOR	\$17.47	\$18.34	\$19.26	\$20.24	\$21.25	\$22.31	\$23.45	\$24.62	\$25.86	\$27.15
ASSISTANT PLANNER	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82	\$32.38
ASSOCIATE PLANNER	\$25.31	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30
AUDITOR ACCOUNTING CLERK 1	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
AUDITOR ACCOUNTING CLERK 2	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94	\$28.29
AUDITOR ACCOUNTING TECH 1	\$19.97	\$20.97	\$22.03	\$23.13	\$24.30	\$25.52	\$26.81	\$28.14	\$29.57	\$31.05
AUDITOR/APPRaiser 1	\$18.80	\$19.75	\$20.75	\$21.78	\$22.87	\$24.02	\$25.23	\$26.49	\$27.83	\$29.21
AUDITOR/APPRaiser 2	\$20.33	\$21.36	\$22.43	\$23.55	\$24.73	\$25.98	\$27.27	\$28.64	\$30.08	\$31.59
AUDITOR/APPRaiser 3	\$22.42	\$23.54	\$24.72	\$25.97	\$27.26	\$28.63	\$30.07	\$31.58	\$33.16	\$34.82
BH ADMINISTRATIVE ASSISTANT 1	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
BH ADMINISTRATIVE ASSISTANT 2	\$18.12	\$19.02	\$19.97	\$20.97	\$22.03	\$23.13	\$24.30	\$25.52	\$26.81	\$28.14

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
BH CASE MGMT SPECIALIST 1	\$22.15	\$23.28	\$24.43	\$25.66	\$26.95	\$28.30	\$29.72	\$31.22	\$32.78	\$34.43
BH CASE MGMT SPECIALIST 2	\$24.42	\$25.65	\$26.93	\$28.29	\$29.71	\$31.21	\$32.76	\$34.42	\$36.15	\$37.95
BH CASE MGMT SPECIALIST SR	\$26.69	\$28.05	\$29.45	\$30.92	\$32.48	\$34.10	\$35.81	\$37.61	\$39.50	\$41.47
BH CLINICAL RECORDS SPECIALIST	\$19.31	\$20.29	\$21.31	\$22.37	\$23.50	\$24.68	\$25.92	\$27.21	\$28.58	\$30.01
BH QUALITY ASSURANCE COORD	\$29.54	\$31.02	\$32.58	\$34.23	\$35.93	\$37.74	\$39.62	\$41.62	\$43.70	\$45.90
BH SITE COORDINATOR	\$20.50	\$21.54	\$22.61	\$23.75	\$24.93	\$26.19	\$27.51	\$28.87	\$30.34	\$31.85
BH SUBSTANCE USE DISORDER COUNSELOR I	\$25.69	\$26.98	\$28.33	\$29.75	\$31.24	\$32.81	\$34.46	\$36.19	\$38.00	\$39.90
BH SUBSTANCE USE DISORDER COUNSELOR II	\$28.55	\$29.98	\$31.47	\$33.05	\$34.72	\$36.45	\$38.28	\$40.21	\$42.20	\$44.32
BH SUPERVISING SITE COORD	\$25.31	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30
BH SUPPORT SERVICES COORD	\$18.34	\$19.27	\$20.24	\$21.25	\$22.31	\$23.45	\$24.62	\$25.86	\$27.17	\$28.52
BH SUPPORTIVE SERVICES TECH 1	\$17.26	\$18.12	\$19.02	\$19.97	\$20.97	\$22.03	\$23.13	\$24.30	\$25.52	\$26.81
BH SUPPORTIVE SERVICES TECH 2	\$18.12	\$19.02	\$19.97	\$20.97	\$22.03	\$23.13	\$24.30	\$25.52	\$26.81	\$28.14
BH SYSTEMS ANALYST	\$28.40	\$29.84	\$31.32	\$32.90	\$34.56	\$36.29	\$38.11	\$40.02	\$42.03	\$44.14
BH THERAPIST 1	\$27.63	\$29.01	\$30.46	\$32.00	\$33.59	\$35.28	\$37.05	\$38.91	\$40.86	\$42.92
BH THERAPIST 2	\$30.44	\$31.98	\$33.56	\$35.26	\$37.03	\$38.88	\$40.84	\$42.89	\$45.04	\$47.30
BH THERAPIST SENIOR	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$42.94	\$45.09	\$47.35	\$49.71	\$52.21
BLDG & GRNDS MAINT TECHNICIAN	\$21.65	\$22.73	\$23.86	\$25.06	\$26.31	\$27.62	\$29.01	\$30.45	\$31.98	\$33.58
BLDG & GRNDS MAINT WORKER 1	\$16.96	\$17.81	\$18.70	\$19.63	\$20.62	\$21.65	\$22.73	\$23.86	\$25.06	\$26.31
BLDG & GRNDS MAINT WORKER 2	\$17.81	\$18.70	\$19.63	\$20.62	\$21.65	\$22.73	\$23.86	\$25.06	\$26.31	\$27.62
BLDG & GRNDS MAINT WORKER 3	\$20.62	\$21.65	\$22.73	\$23.86	\$25.06	\$26.31	\$27.62	\$29.01	\$30.45	\$31.98
BRANCH LIBRARY ASSISTANT 1	\$17.53	\$18.40	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20
BRANCH LIBRARY ASSISTANT 2	\$18.40	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56
BUILDING INSPECTOR 1	\$21.35	\$22.42	\$23.55	\$24.74	\$25.98	\$27.30	\$28.66	\$30.09	\$31.60	\$33.19
BUILDING INSPECTOR 2	\$24.71	\$25.96	\$27.26	\$28.63	\$30.06	\$31.57	\$33.15	\$34.81	\$36.56	\$38.39
BUILDING PLANCHECK INSPECTOR	\$26.56	\$27.90	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42	\$39.29	\$41.27
BUILDING PLANS EXAMINER 1	\$25.31	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30
BUILDING PLANS EXAMINER 2	\$27.90	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42	\$39.29	\$41.27	\$43.33
CADASTRAL DRAFTING SPECIALST	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66	\$37.45
CHILD SUPPORT ACCOUNTING SPEC	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82	\$32.38
CHILD SUPPORT ASSISTANT I	\$16.85	\$17.70	\$18.58	\$19.51	\$20.49	\$21.51	\$22.59	\$23.71	\$24.90	\$26.15
CHILD SUPPORT ASSISTANT II	\$18.59	\$19.53	\$20.50	\$21.54	\$22.61	\$23.75	\$24.93	\$26.19	\$27.51	\$28.87
CHILD SUPPORT ASSISTANT III	\$19.47	\$20.45	\$21.47	\$22.55	\$23.67	\$24.86	\$26.12	\$27.42	\$28.79	\$30.23
CHILD SUPPORT LEGAL CLERK I	\$17.45	\$18.32	\$19.24	\$20.19	\$21.21	\$22.27	\$23.38	\$24.55	\$25.78	\$27.06
CHILD SUPPORT LEGAL CLERK II	\$19.18	\$20.13	\$21.16	\$22.21	\$23.33	\$24.49	\$25.73	\$27.01	\$28.36	\$29.78
CHILD SUPPORT LEGAL CLERK III	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56	\$29.98	\$31.48
CHILD SUPPORT SPECIALIST 1	\$19.53	\$20.50	\$21.54	\$22.61	\$23.75	\$24.93	\$26.19	\$27.51	\$28.87	\$30.34
CHILD SUPPORT SPECIALIST 2	\$21.01	\$22.06	\$23.16	\$24.33	\$25.55	\$26.83	\$28.17	\$29.58	\$31.08	\$32.63
CHILD SUPPORT SPECIALIST 3	\$22.78	\$23.91	\$25.11	\$26.37	\$27.69	\$29.09	\$30.54	\$32.07	\$33.69	\$35.37
CODE ENFORCEMENT OFFICER	\$26.82	\$28.16	\$29.57	\$31.05	\$32.62	\$34.26	\$35.97	\$37.77	\$39.65	\$41.65
COLLECTIONS OFFICER 1	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82	\$32.38
COLLECTIONS OFFICER 2	\$22.96	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66
COMMUNITY OUTREACH COORDINATOR	\$19.83	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82
CUSTODIAN	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
DA INVESTIGATIONS SPECIALIST	\$26.68	\$28.04	\$29.44	\$30.91	\$32.47	\$34.09	\$35.80	\$37.60	\$39.49	\$41.46
DA INVESTIGATIVE ASSISTANT	\$21.38	\$22.45	\$23.57	\$24.75	\$26.00	\$27.32	\$28.68	\$30.13	\$31.63	\$33.21
DEPUTY CHILD SUP ATTORNEY 1	\$28.57	\$30.00	\$31.49	\$33.08	\$34.75	\$36.50	\$38.33	\$40.25	\$42.26	\$44.38
DEPUTY CHILD SUP ATTORNEY 2	\$31.52	\$33.10	\$34.77	\$36.52	\$38.35	\$40.27	\$42.28	\$44.40	\$46.63	\$48.97

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
DEPUTY CLERK-RECORDER 1	\$17.20	\$18.07	\$18.98	\$19.94	\$20.95	\$22.01	\$23.12	\$24.27	\$25.49	\$26.77
DEPUTY CLERK-RECORDER 2	\$19.81	\$20.80	\$21.85	\$22.94	\$24.08	\$25.30	\$26.56	\$27.91	\$29.29	\$30.77
DEPUTY DISTRICT ATTORNEY 1	\$37.29	\$39.16	\$41.12	\$43.17	\$45.33	\$47.59	\$49.97	\$52.47	\$55.10	\$57.85
DEPUTY DISTRICT ATTORNEY 2	\$41.51	\$43.59	\$45.76	\$48.05	\$50.46	\$52.98	\$55.63	\$58.41	\$61.33	\$64.40
DEPUTY DISTRICT ATTORNEY 3	\$46.22	\$48.53	\$50.95	\$53.50	\$56.18	\$58.99	\$61.94	\$65.03	\$68.29	\$71.70
DEPUTY PUB GUARD/CONSERVATOR 1	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
DEPUTY PUB GUARD/CONSERVATOR 2	\$18.12	\$19.02	\$19.97	\$20.97	\$22.03	\$23.13	\$24.30	\$25.52	\$26.81	\$28.14
DISTRICT ATTORNEY INVESTIGATOR	\$24.72	\$25.96	\$27.26	\$28.63	\$30.06	\$31.58	\$33.16	\$34.82	\$36.57	\$38.40
DRINKING DRIVER COORDINATOR	\$19.83	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82
DRIVER 1	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
DRIVER 2	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94
DRIVER 3	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94	\$28.29
ELECTIONS COORDINATOR	\$26.16	\$27.49	\$28.85	\$30.32	\$31.84	\$33.44	\$35.13	\$36.89	\$38.74	\$40.69
ELECTIONS SERVICES ASSISTANT 1	\$17.20	\$18.07	\$18.98	\$19.94	\$20.95	\$22.01	\$23.12	\$24.27	\$25.49	\$26.77
ELECTIONS SERVICES ASSISTANT 2	\$19.81	\$20.80	\$21.85	\$22.94	\$24.08	\$25.30	\$26.56	\$27.91	\$29.29	\$30.77
ELECTIONS SPECIALIST	\$22.94	\$24.08	\$25.30	\$26.56	\$27.91	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63
ELIGIBILITY SPECIALIST 1	\$16.96	\$17.81	\$18.70	\$19.63	\$20.62	\$21.65	\$22.73	\$23.86	\$25.06	\$26.31
ELIGIBILITY SPECIALIST 2	\$18.70	\$19.63	\$20.62	\$21.65	\$22.73	\$23.86	\$25.06	\$26.31	\$27.62	\$29.01
ELIGIBILITY SPECIALIST 3	\$20.62	\$21.65	\$22.73	\$23.86	\$25.06	\$26.31	\$27.62	\$29.01	\$30.45	\$31.98
EMPLOYMENT & TRAINING WORKER 1	\$19.20	\$20.15	\$21.18	\$22.23	\$23.35	\$24.51	\$25.75	\$27.03	\$28.39	\$29.82
EMPLOYMENT & TRAINING WORKER 2	\$21.16	\$22.21	\$23.33	\$24.49	\$25.73	\$27.01	\$28.37	\$29.80	\$31.28	\$32.86
EMPLOYMENT & TRAINING WORKER 3	\$23.32	\$24.48	\$25.72	\$27.00	\$28.36	\$29.79	\$31.27	\$32.85	\$34.49	\$36.22
ENVIRONMENTAL HEALTH AIDE	\$18.34	\$19.27	\$20.24	\$21.25	\$22.31	\$23.45	\$24.62	\$25.86	\$27.17	\$28.52
ENVIRONMENTAL HEALTH SPEC 1	\$25.78	\$27.07	\$28.43	\$29.87	\$31.35	\$32.93	\$34.59	\$36.33	\$38.14	\$40.05
ENVIRONMENTAL HEALTH SPEC 2	\$28.44	\$29.88	\$31.37	\$32.94	\$34.60	\$36.34	\$38.15	\$40.06	\$42.07	\$44.18
ENVIRONMENTAL HEALTH SPEC 3	\$31.29	\$32.87	\$34.51	\$36.25	\$38.06	\$39.97	\$41.99	\$44.09	\$46.30	\$48.61
ENVIRONMENTAL HEALTH TECH 1	\$18.34	\$19.27	\$20.24	\$21.25	\$22.31	\$23.45	\$24.62	\$25.86	\$27.17	\$28.52
ENVIRONMENTAL HEALTH TECH 2	\$19.83	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82
EPIDEMIOLOGIST	\$37.10	\$38.96	\$40.91	\$42.95	\$45.09	\$47.35	\$49.71	\$52.21	\$54.82	\$57.57
EXECUTIVE ASSISTANT-PLANNING	\$17.47	\$18.34	\$19.26	\$20.24	\$21.25	\$22.31	\$23.45	\$24.62	\$25.86	\$27.15
FAIR FISCAL COORDINATOR 1	\$22.96	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66
FAIR FISCAL COORDINATOR 2	\$25.31	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30
FAMILY VIOLENCE OFFICER	\$19.84	\$20.84	\$21.88	\$22.99	\$24.15	\$25.36	\$26.63	\$27.96	\$29.37	\$30.85
FIELD SERVICES ASSISTANT	\$16.64	\$17.48	\$18.36	\$19.29	\$20.27	\$21.28	\$22.34	\$23.48	\$24.66	\$25.90
FISCAL & TECH SERVICES ASST 1	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
FISCAL & TECH SERVICES ASST 2	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94
FISCAL & TECH SERVICES ASST 3	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94	\$28.29	\$29.71
GEO INFO SYS (GIS) PLANNER 1	\$23.53	\$24.71	\$25.96	\$27.25	\$28.62	\$30.06	\$31.57	\$33.15	\$34.81	\$36.56
GEO INFO SYS (GIS) PLANNER 2	\$25.31	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30
HAZ MAT SPECIALIST 1	\$25.78	\$27.07	\$28.43	\$29.87	\$31.35	\$32.93	\$34.59	\$36.33	\$38.14	\$40.05
HAZ MAT SPECIALIST 2	\$28.44	\$29.88	\$31.37	\$32.94	\$34.60	\$36.34	\$38.15	\$40.06	\$42.07	\$44.18
HAZ MAT SPECIALIST 3	\$31.29	\$32.87	\$34.51	\$36.25	\$38.06	\$39.97	\$41.99	\$44.09	\$46.30	\$48.61
HEAD COOK	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94	\$28.29
HEALTH AIDE 1	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
HEALTH AIDE 2	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
HEALTH EDUCATION COORDINATOR 1	\$25.31	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30
HEALTH EDUCATION SPECIALIST	\$22.96	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66
HIV SPECIALTY CLINIC THERAPIST	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30	\$41.28
INFORMATION SYSTEMS TECHNICIAN	\$23.70	\$24.88	\$26.13	\$27.44	\$28.81	\$30.26	\$31.78	\$33.37	\$35.04	\$36.80
LEAD DEPUTY CLERK-RECORDER	\$22.94	\$24.08	\$25.30	\$26.56	\$27.91	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63
LEGAL SECRETARY	\$20.34	\$21.37	\$22.44	\$23.56	\$24.74	\$25.99	\$27.30	\$28.65	\$30.09	\$31.60
LEGAL SECRETARY - SENIOR	\$21.58	\$22.66	\$23.81	\$25.01	\$26.26	\$27.57	\$28.96	\$30.41	\$31.93	\$33.53
LEGAL SECRETARY - TRAINEE	\$18.44	\$19.38	\$20.35	\$21.37	\$22.45	\$23.57	\$24.76	\$26.00	\$27.31	\$28.67
LEGAL SERVICES ASSISTANT 1	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
LEGAL SERVICES ASSISTANT 2	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94	\$28.29
LIBRARIAN	\$22.83	\$23.98	\$25.19	\$26.45	\$27.78	\$29.17	\$30.64	\$32.18	\$33.79	\$35.49
LIBRARY AIDE	\$16.70	\$17.53	\$18.40	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90
LIBRARY LITERACY CLERK	\$16.70	\$17.53	\$18.40	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90
LIBRARY TECHNICIAN	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56	\$29.98
LICENSED VOCATIONAL NURSE 1-BH	\$21.93	\$23.04	\$24.20	\$25.41	\$26.68	\$28.04	\$29.44	\$30.91	\$32.47	\$34.09
LICENSED VOCATIONAL NURSE 1-PH	\$21.93	\$23.04	\$24.20	\$25.41	\$26.68	\$28.04	\$29.44	\$30.91	\$32.47	\$34.09
LICENSED VOCATIONAL NURSE 2-BH	\$23.03	\$24.19	\$25.40	\$26.67	\$28.02	\$29.43	\$30.90	\$32.46	\$34.08	\$35.79
LICENSED VOCATIONAL NURSE 2-PH	\$23.03	\$24.19	\$25.40	\$26.67	\$28.02	\$29.43	\$30.90	\$32.46	\$34.08	\$35.79
LITERACY PROGRAM ASSISTANT 1	\$17.53	\$18.40	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20
LITERACY PROGRAM ASSISTANT 2	\$18.40	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56
MANAGEMENT ANALYST 1	\$22.96	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66
MANAGEMENT ANALYST 2	\$25.54	\$26.81	\$28.15	\$29.56	\$31.04	\$32.61	\$34.25	\$35.96	\$37.76	\$39.64
MENTORING COORDINATOR	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
MUSEUM REGISTRAR	\$16.70	\$17.53	\$18.40	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90
NATURAL RESOURCES ANALYST	\$22.42	\$23.54	\$24.72	\$25.97	\$27.26	\$28.63	\$30.07	\$31.58	\$33.16	\$34.82
NURSE PRACTITIONER	\$50.49	\$53.02	\$55.68	\$58.47	\$61.38	\$64.47	\$67.70	\$71.09	\$74.65	\$78.38
OFFICE ASSISTANT 1	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
OFFICE ASSISTANT 2	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94
OFFICE ASSISTANT 3	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94	\$28.29	\$29.71
OFFICE AUTOMATION ANALYST	\$24.09	\$25.29	\$26.56	\$27.89	\$29.28	\$30.76	\$32.31	\$33.92	\$35.62	\$37.40
OFFICE AUTOMATION SPECIALIST	\$19.84	\$20.84	\$21.88	\$22.99	\$24.15	\$25.36	\$26.63	\$27.96	\$29.37	\$30.85
PARALEGAL 1	\$17.47	\$18.34	\$19.26	\$20.24	\$21.25	\$22.31	\$23.45	\$24.62	\$25.86	\$27.15
PARALEGAL 2	\$19.26	\$20.24	\$21.25	\$22.31	\$23.45	\$24.62	\$25.86	\$27.15	\$28.52	\$29.96
PARALEGAL 3	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82	\$32.38
PERMIT TECHNICIAN	\$17.89	\$18.79	\$19.74	\$20.75	\$21.78	\$22.87	\$24.02	\$25.23	\$26.49	\$27.83
PHYSICIAN ASSISTANT	\$50.49	\$53.02	\$55.68	\$58.47	\$61.38	\$64.47	\$67.70	\$71.09	\$74.65	\$78.38
PLANNING TECHNICIAN	\$19.36	\$20.32	\$21.34	\$22.41	\$23.53	\$24.71	\$25.95	\$27.24	\$28.61	\$30.04
PREVENTION AIDE	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
PROG COMPL & TRAINING ANALYST	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82	\$32.38
PROGRAMMER ANALYST	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66	\$37.45
PROJECT MANAGER	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42	\$39.29	\$41.27	\$43.33	\$45.51
PROPERTY TAX ASSESSMENT SPEC 1	\$18.40	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56
PROPERTY TAX ASSESSMENT SPEC 2	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56	\$29.98	\$31.48
PROPERTY TAX ASSESSMENT TECH	\$16.70	\$17.53	\$18.40	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
PSYCHIATRIC NURSE 1	\$28.40	\$29.84	\$31.32	\$32.90	\$34.56	\$36.29	\$38.11	\$40.02	\$42.03	\$44.14
PSYCHIATRIC NURSE 2	\$31.81	\$33.40	\$35.08	\$36.84	\$38.68	\$40.62	\$42.65	\$44.80	\$47.04	\$49.41
PSYCHIATRIC TECHNICIAN	\$19.83	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82
PUBLIC HEALTH DATABASE ANALYST	\$28.40	\$29.84	\$31.32	\$32.90	\$34.56	\$36.29	\$38.11	\$40.02	\$42.03	\$44.14
PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR	\$27.90	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42	\$39.29	\$41.27	\$43.33
PUBLIC HEALTH NURSE 1	\$28.40	\$29.84	\$31.32	\$32.90	\$34.56	\$36.29	\$38.11	\$40.02	\$42.03	\$44.14
PUBLIC HEALTH NURSE 2	\$31.81	\$33.40	\$35.08	\$36.84	\$38.68	\$40.62	\$42.65	\$44.80	\$47.04	\$49.41
PUBLIC HEALTH NURSE 3	\$35.21	\$36.98	\$38.84	\$40.79	\$42.83	\$44.99	\$47.23	\$49.60	\$52.09	\$54.70
QUALITY ASSURANCE COORDINATOR	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30	\$41.28
RECORDS MANAGEMENT TECH 1	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65
RECORDS MANAGEMENT TECH 2	\$18.20	\$19.11	\$20.07	\$21.08	\$22.14	\$23.25	\$24.42	\$25.65	\$26.94	\$28.29
REGISTERED DENTAL ASSISTANT 1	\$21.93	\$23.04	\$24.20	\$25.41	\$26.68	\$28.04	\$29.44	\$30.91	\$32.47	\$34.09
REGISTERED DENTAL ASSISTANT 2	\$23.03	\$24.19	\$25.40	\$26.67	\$28.02	\$29.43	\$30.90	\$32.46	\$34.08	\$35.79
REGISTERED NURSE 1 - BH	\$28.40	\$29.84	\$31.32	\$32.90	\$34.56	\$36.29	\$38.11	\$40.02	\$42.03	\$44.14
REGISTERED NURSE 1 - PH	\$28.40	\$29.84	\$31.32	\$32.90	\$34.56	\$36.29	\$38.11	\$40.02	\$42.03	\$44.14
REGISTERED NURSE 2 - BH	\$31.81	\$33.40	\$35.08	\$36.84	\$38.68	\$40.62	\$42.65	\$44.80	\$47.04	\$49.41
REGISTERED NURSE 2 - PH	\$31.81	\$33.40	\$35.08	\$36.84	\$38.68	\$40.62	\$42.65	\$44.80	\$47.04	\$49.41
SENIOR BUILDING INSPECTOR	\$25.31	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30
SENIOR BUILDING PLNCHK INSP	\$29.20	\$30.68	\$32.21	\$33.82	\$35.52	\$37.30	\$39.17	\$41.14	\$43.20	\$45.36
SENIOR DISTRICT ATTORNEY INVST	\$27.23	\$28.60	\$30.03	\$31.55	\$33.13	\$34.79	\$36.54	\$38.37	\$40.30	\$42.32
SENIOR PERMIT TECHNICIAN	\$20.12	\$21.15	\$22.20	\$23.32	\$24.48	\$25.72	\$27.00	\$28.36	\$29.79	\$31.27
SENIOR PLANNER	\$27.90	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42	\$39.29	\$41.27	\$43.33
SENIOR SOCIAL WORKER A	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22
SENIOR SOCIAL WORKER B	\$30.45	\$31.99	\$33.58	\$35.27	\$37.04	\$38.90	\$40.84	\$42.91	\$45.06	\$47.32
SITE MANAGER	\$19.02	\$19.97	\$20.97	\$22.03	\$23.13	\$24.30	\$25.52	\$26.81	\$28.14	\$29.57
SOCIAL SERVICES AIDE	\$17.15	\$18.01	\$18.93	\$19.88	\$20.87	\$21.91	\$23.02	\$24.18	\$25.39	\$26.66
SOCIAL WORKER 1	\$22.15	\$23.28	\$24.43	\$25.66	\$26.95	\$28.30	\$29.72	\$31.22	\$32.78	\$34.43
SOCIAL WORKER 2	\$24.42	\$25.65	\$26.93	\$28.29	\$29.71	\$31.21	\$32.76	\$34.42	\$36.15	\$37.95
SOCIAL WORKER 3	\$26.69	\$28.05	\$29.45	\$30.92	\$32.48	\$34.10	\$35.81	\$37.61	\$39.50	\$41.47
STAFF SERVICES ANALYST 1	\$23.81	\$24.99	\$26.25	\$27.57	\$28.96	\$30.41	\$31.95	\$33.54	\$35.22	\$36.99
STAFF SERVICES ANALYST 2	\$26.24	\$27.56	\$28.95	\$30.40	\$31.93	\$33.53	\$35.21	\$36.98	\$38.84	\$40.79
STAFF SERVICES SPECIALIST	\$22.97	\$24.13	\$25.33	\$26.60	\$27.93	\$29.32	\$30.80	\$32.35	\$33.98	\$35.68
SUBSTANCE USE DISORDER SPEC 1	\$21.27	\$22.33	\$23.47	\$24.65	\$25.89	\$27.18	\$28.55	\$29.98	\$31.47	\$33.06
SUBSTANCE USE DISORDER SPEC 2	\$23.47	\$24.65	\$25.89	\$27.18	\$28.55	\$29.98	\$31.47	\$33.06	\$34.73	\$36.46
TELECOMMUNICATIONS TECHNICIAN	\$24.08	\$25.30	\$26.56	\$27.91	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42
TREAS/TAX COLLECTIONS OFFCR 1	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82	\$32.38
TREAS/TAX COLLECTIONS OFFCR 2	\$22.96	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66
TREASURER/TAX SPECIALIST 1	\$18.40	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56
TREASURER/TAX SPECIALIST 2	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56	\$29.98	\$31.48
TREASURER/TAX TECHNICIAN	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56	\$29.98
VETERANS SERVICE REP 1	\$16.64	\$17.48	\$18.36	\$19.29	\$20.27	\$21.28	\$22.34	\$23.48	\$24.66	\$25.90
VETERANS SERVICE REP 2	\$18.34	\$19.27	\$20.24	\$21.25	\$22.31	\$23.45	\$24.62	\$25.86	\$27.17	\$28.52
VICTIM/WITNESS ADVOCATE	\$20.75	\$21.78	\$22.87	\$24.02	\$25.23	\$26.49	\$27.83	\$29.21	\$30.69	\$32.22
WELFARE FRAUD INVESTIGATOR 1	\$24.15	\$25.36	\$26.63	\$27.96	\$29.37	\$30.85	\$32.40	\$34.03	\$35.72	\$37.51
WELFARE FRAUD INVESTIGATOR 2	\$26.18	\$27.50	\$28.86	\$30.33	\$31.84	\$33.43	\$35.12	\$36.88	\$38.72	\$40.67

**County of Plumas
Pay Schedule**

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

OE3 MID-MANAGEMENT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
A&D PROG CLINICIAN/SUPERVISOR	\$32.30	\$33.92	\$35.62	\$37.41	\$39.28	\$41.26	\$43.32	\$45.50	\$47.77	\$50.16
ALCOHOL & DRUG PROG CHIEF	\$32.30	\$33.92	\$35.62	\$37.41	\$39.28	\$41.26	\$43.32	\$45.50	\$47.77	\$50.16
ALTERNATIVE SENTENCING MANAGER	\$27.87	\$29.26	\$30.73	\$32.27	\$33.89	\$35.58	\$37.37	\$39.24	\$41.21	\$43.28
ANIMAL CONTROL SUPERVISOR	\$24.69	\$25.93	\$27.22	\$28.58	\$30.01	\$31.51	\$33.08	\$34.75	\$36.50	\$38.33
ASSESSOR'S OFFICE MANAGER	\$22.96	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66
ASSISTANT BUILDING OFFICIAL	\$32.30	\$33.92	\$35.62	\$37.41	\$39.28	\$41.26	\$43.32	\$45.50	\$47.77	\$50.16
ASSISTANT COUNTY ASSESSOR	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42	\$39.29	\$41.27	\$43.33	\$45.51
ASSISTANT DISTRICT ATTORNEY	\$57.90	\$60.79	\$63.83	\$67.02	\$70.37	\$73.89	\$77.59	\$81.47	\$85.54	\$89.81
ASSISTANT PLANNING DIRECTOR	\$32.30	\$33.92	\$35.62	\$37.41	\$39.28	\$41.26	\$43.32	\$45.50	\$47.77	\$50.16
ASST COUNTY CLERK-RECORDER	\$28.94	\$30.39	\$31.91	\$33.50	\$35.18	\$36.95	\$38.80	\$40.76	\$42.79	\$44.94
ASST DIR DEPT OF CHILD SUP SVC	\$35.57	\$37.35	\$39.22	\$41.18	\$43.24	\$45.40	\$47.67	\$50.05	\$52.55	\$55.18
ASST DIRECTOR OF PUBLIC HEALTH	\$41.22	\$43.29	\$45.46	\$47.74	\$50.13	\$52.64	\$55.28	\$58.07	\$60.96	\$64.01
ASST TREASURER/TAX COLLECTOR	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42	\$39.29	\$41.27	\$43.33	\$45.51
BH ADMIN SERVICES OFFICER	\$36.36	\$38.17	\$40.08	\$42.09	\$44.20	\$46.42	\$48.74	\$51.19	\$53.76	\$56.46
BH AOD PROGRAM ADMIN	\$39.75	\$41.75	\$43.85	\$46.05	\$48.35	\$50.77	\$53.32	\$56.00	\$58.80	\$61.75
BH CONTINUING CARE COORDINATOR	\$36.36	\$38.17	\$40.08	\$42.09	\$44.20	\$46.42	\$48.74	\$51.19	\$53.76	\$56.46
BH QUAL IMPROVEMENT/COMPL MGR	\$39.75	\$41.75	\$43.85	\$46.05	\$48.35	\$50.77	\$53.32	\$56.00	\$58.80	\$61.75
BH UNIT SUPERVISOR	\$36.36	\$38.17	\$40.08	\$42.09	\$44.20	\$46.42	\$48.74	\$51.19	\$53.76	\$56.46
BH UNIT SUPERVISOR-NURSING	\$36.36	\$38.17	\$40.08	\$42.09	\$44.20	\$46.42	\$48.74	\$51.19	\$53.76	\$56.46
BLDG/GRDS MAINT SUPERVISOR 1	\$22.02	\$23.12	\$24.27	\$25.48	\$26.77	\$28.11	\$29.52	\$30.98	\$32.54	\$34.19
BLDG/GRDS MAINT SUPERVISOR 2	\$23.12	\$24.27	\$25.48	\$26.77	\$28.11	\$29.52	\$30.98	\$32.54	\$34.19	\$35.90
BUILDING OFFICIAL	\$35.59	\$37.38	\$39.25	\$41.22	\$43.29	\$45.46	\$47.74	\$50.13	\$52.64	\$55.28
CHIEF APPRAISER	\$27.90	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42	\$39.29	\$41.27	\$43.33
CHIEF CODE ENFORCEMENT OFFICER	\$31.06	\$32.63	\$34.27	\$35.98	\$37.78	\$39.67	\$41.66	\$43.75	\$45.94	\$48.24
CHIEF DEP PUB GRDN/CONSERVATOR	\$26.69	\$28.05	\$29.45	\$30.92	\$32.48	\$34.10	\$35.81	\$37.61	\$39.50	\$41.47
CHILDRENS SERVICES COORDINATOR	\$31.55	\$33.13	\$34.79	\$36.54	\$38.37	\$40.29	\$42.30	\$44.42	\$46.65	\$48.99
COMMUNITY CARE CASE MANAGER	\$19.26	\$20.24	\$21.25	\$22.31	\$23.45	\$24.62	\$25.86	\$27.15	\$28.52	\$29.96
DA ADMINISTRATOR/ASSISTANT PUBLIC ADMIN	\$22.97	\$24.13	\$25.33	\$26.60	\$27.93	\$29.32	\$30.80	\$32.35	\$33.98	\$35.68
DEPUTY AG COMM/SEALER OF WEIGHTS & MEASURE	\$31.14	\$32.70	\$34.33	\$36.05	\$37.85	\$39.75	\$41.74	\$43.83	\$46.03	\$48.33
DEP DIR/SOC SERV PROGRAM MGR	\$37.14	\$39.02	\$40.97	\$43.03	\$45.18	\$47.44	\$49.82	\$52.31	\$54.93	\$57.69
DEPARTMENT FISCAL OFFICER 1	\$22.96	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66
DEPARTMENT FISCAL OFFICER 2	\$25.31	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30
DIRECTOR OF NURSING - PH	\$43.17	\$45.34	\$47.62	\$49.99	\$52.49	\$55.12	\$57.89	\$60.79	\$63.83	\$67.03
DIV DIR VETERANS SVCS OFFICER	\$25.31	\$26.57	\$27.91	\$29.30	\$30.78	\$32.32	\$33.94	\$35.64	\$37.43	\$39.30
ELIGIBILITY SUPERVISOR	\$22.96	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66
EMPLOYMENT & TRNG WKR SUP	\$28.51	\$29.95	\$31.44	\$33.02	\$34.68	\$36.42	\$38.24	\$40.15	\$42.17	\$44.29
FISCAL SUPPORT COORD	\$20.10	\$21.10	\$22.16	\$23.28	\$24.44	\$25.67	\$26.96	\$28.30	\$29.73	\$31.22

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
GEO INFO SYSTEM (GIS) COORD	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42	\$39.29	\$41.27	\$43.33	\$45.51
GRANT COMPLIANCE OFFICER	\$19.83	\$20.83	\$21.87	\$22.98	\$24.14	\$25.34	\$26.62	\$27.95	\$29.35	\$30.82
HEALTH EDUCATION COORDINATOR 2	\$27.90	\$29.29	\$30.77	\$32.31	\$33.93	\$35.63	\$37.42	\$39.29	\$41.27	\$43.33
LIBRARY LITERACY PROGRAM COORD	\$19.32	\$20.29	\$21.31	\$22.38	\$23.49	\$24.67	\$25.90	\$27.20	\$28.56	\$29.98
MNTL HLTH SERVICES ACT COORD	\$31.55	\$33.13	\$34.79	\$36.54	\$38.37	\$40.29	\$42.30	\$44.42	\$46.65	\$48.99
OFFICE SUPERVISOR	\$20.45	\$21.47	\$22.55	\$23.67	\$24.86	\$26.12	\$27.42	\$28.79	\$30.25	\$31.77
PERMIT MANAGER	\$22.96	\$24.10	\$25.32	\$26.58	\$27.92	\$29.31	\$30.79	\$32.33	\$33.96	\$35.66
PH ADMIN SERVICES OFFICER	\$36.36	\$38.17	\$40.08	\$42.09	\$44.20	\$46.42	\$48.74	\$51.19	\$53.76	\$56.46
PROGRAM CHIEF-NURSING	\$32.30	\$33.92	\$35.62	\$37.41	\$39.28	\$41.26	\$43.32	\$45.50	\$47.77	\$50.16
PROGRAM MANAGER 1	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$42.94	\$45.09	\$47.35	\$49.71	\$52.21
PROGRAM MANAGER 2	\$35.30	\$37.07	\$38.93	\$40.88	\$42.94	\$45.09	\$47.35	\$49.71	\$52.21	\$54.82
PUBLIC HEALTH PROG DIV CHIEF	\$30.74	\$32.28	\$33.90	\$35.59	\$37.38	\$39.25	\$41.22	\$43.29	\$45.46	\$47.74
RECORDS MGMT COORDINATOR	\$19.84	\$20.84	\$21.88	\$22.99	\$24.15	\$25.36	\$26.63	\$27.96	\$29.37	\$30.85
SENIOR SERVICES DIVISION DIR.	\$23.53	\$24.71	\$25.96	\$27.25	\$28.62	\$30.06	\$31.57	\$33.15	\$34.81	\$36.56
SOCIAL SERVICES SUPERVISOR 1	\$29.13	\$30.59	\$32.14	\$33.75	\$35.45	\$37.23	\$39.09	\$41.04	\$43.10	\$45.26
SOCIAL SERVICES SUPERVISOR 2	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$42.94	\$45.09	\$47.35	\$49.71	\$52.21
STAFF SERVICES MANAGER	\$32.29	\$33.91	\$35.61	\$37.40	\$39.27	\$41.24	\$43.31	\$45.48	\$47.76	\$50.15
VICTIM/WITNESS COORDINATOR	\$27.87	\$29.26	\$30.73	\$32.27	\$33.89	\$35.58	\$37.37	\$39.24	\$41.21	\$43.28

County of Plumas
Pay Schedule

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

PROBATION MID-MANAGEMENT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
DEPARTMENT FISCAL OFFICER 1	\$23.40	\$24.59	\$25.82	\$27.13	\$28.47	\$29.89	\$31.40	\$32.98	\$34.62	\$36.36
DEPARTMENT FISCAL OFFICER 2	\$25.80	\$27.09	\$28.45	\$29.87	\$31.38	\$32.96	\$34.60	\$36.34	\$38.16	\$40.07
SUPERVISING PROBATION OFFICER	\$27.78	\$29.17	\$30.64	\$32.17	\$33.79	\$35.49	\$37.26	\$39.14	\$41.10	\$43.15

**County of Plumas
Pay Schedule**

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

PROBATION ASSC

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ADMINISTRATIVE ASSISTANT 1	\$16.79	\$17.62	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04
ADMINISTRATIVE ASSISTANT 2	\$17.62	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04	\$27.34
DEPUTY PROBATION OFFICER 1	\$20.12	\$21.15	\$22.20	\$23.32	\$24.48	\$25.72	\$27.00	\$28.36	\$29.79	\$31.27
DEPUTY PROBATION OFFICER 2	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83	\$29.21	\$30.69	\$32.23	\$33.85
DEPUTY PROBATION OFFICER 3	\$24.00	\$25.20	\$26.47	\$27.78	\$29.17	\$30.63	\$32.16	\$33.77	\$35.46	\$37.24
DETENTION COORDINATOR	\$21.26	\$22.32	\$23.46	\$24.63	\$25.87	\$27.17	\$28.54	\$29.97	\$31.46	\$33.03
LEGAL SERVICES ASSISTANT 1	\$16.79	\$17.62	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04
LEGAL SERVICES ASSISTANT 2	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04	\$27.34	\$28.72
MANAGEMENT ANALYST 1	\$23.75	\$24.94	\$26.19	\$27.51	\$28.87	\$30.34	\$31.85	\$33.44	\$35.12	\$36.88
MANAGEMENT ANALYST 2	\$26.43	\$27.75	\$29.14	\$30.60	\$32.13	\$33.75	\$35.44	\$37.22	\$39.08	\$41.04
OFFICE ASSISTANT 1	\$16.79	\$17.62	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04
OFFICE ASSISTANT 2	\$17.62	\$18.51	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04	\$27.34
OFFICE ASSISTANT 3	\$19.42	\$20.41	\$21.42	\$22.49	\$23.63	\$24.79	\$26.04	\$27.34	\$28.72	\$30.15
PROB PROG COORD/ADMIN ASSIST	\$21.14	\$22.21	\$23.31	\$24.49	\$25.73	\$27.01	\$28.37	\$29.81	\$31.30	\$32.86
PROBATION ASSISTANT	\$16.95	\$17.80	\$18.69	\$19.62	\$20.61	\$21.63	\$22.73	\$23.87	\$25.07	\$26.32
PROBATION REPORT WRITER	\$20.20	\$21.21	\$22.28	\$23.39	\$24.58	\$25.81	\$27.10	\$28.46	\$29.88	\$31.39

**County of Plumas
Pay Schedule**

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

SHERIFF EMPLOYEE ASSC

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASSISTANT PROGRAM MANAGER	\$19.03	\$19.99	\$20.99	\$22.04	\$23.15	\$24.30	\$25.52	\$26.80	\$28.14	\$29.57
CORRECTIONAL OFFICER 1	\$22.78	\$23.91	\$25.11	\$26.37	\$27.69	\$29.09	\$30.54	\$32.07	\$33.69	\$35.37
CORRECTIONAL OFFICER 2	\$25.10	\$26.36	\$27.68	\$29.08	\$30.54	\$32.08	\$33.68	\$35.38	\$37.14	\$39.01
CORRECTIONAL SERGEANT	\$27.84	\$29.22	\$30.70	\$32.23	\$33.86	\$35.54	\$37.32	\$39.19	\$41.16	\$43.22
CRIME ANALYST	\$21.42	\$22.50	\$23.63	\$24.80	\$26.06	\$27.37	\$28.74	\$30.18	\$31.69	\$33.28
DEP SHERIFF 2/COM EQUIP COORD	\$35.29	\$37.06	\$38.90	\$40.86	\$42.91	\$45.06	\$47.33	\$49.70	\$52.20	\$54.80
DEPUTY SHERIFF 1	\$25.82	\$27.12	\$28.49	\$29.92	\$31.42	\$32.99	\$34.64	\$36.37	\$38.20	\$40.10
DEPUTY SHERIFF 2	\$28.44	\$29.88	\$31.37	\$32.94	\$34.60	\$36.34	\$38.15	\$40.06	\$42.07	\$44.18
DEPUTY SHERIFF 2-ADVANCED	\$29.94	\$31.45	\$33.02	\$34.69	\$36.43	\$38.26	\$40.18	\$42.18	\$44.29	\$46.54
DEPUTY SHERIFF 2-INTERMEDIATE	\$29.30	\$30.77	\$32.32	\$33.94	\$35.63	\$37.43	\$39.31	\$41.28	\$43.34	\$45.52
SH INVSTG/CANNABIS CODE COMPL	\$34.49	\$36.23	\$38.03	\$39.94	\$41.94	\$44.05	\$46.26	\$48.59	\$51.01	\$53.57
SHERIFF DISPATCHER 1	\$22.78	\$23.91	\$25.11	\$26.37	\$27.69	\$29.09	\$30.54	\$32.07	\$33.69	\$35.37
SHERIFF DISPATCHER 2	\$24.32	\$25.54	\$26.83	\$28.16	\$29.58	\$31.07	\$32.62	\$34.26	\$35.98	\$37.78
SHERIFF DISPATCHER 2 - INTERMEDIATE	\$25.06	\$26.30	\$27.62	\$29.00	\$30.46	\$31.98	\$33.58	\$35.26	\$37.02	\$38.87
SHERIFF DISPATCHER 2 - ADVANCED	\$25.54	\$26.83	\$28.16	\$29.58	\$31.07	\$32.62	\$34.26	\$35.98	\$37.78	\$39.66
SHERIFF EMERGENCY SERVICES & TRAINING COORD.	\$27.88	\$29.28	\$30.73	\$32.29	\$33.91	\$35.62	\$37.40	\$39.28	\$41.24	\$43.31
SHERIFF INVESTIGATOR	\$30.59	\$32.12	\$33.76	\$35.45	\$37.22	\$39.10	\$41.06	\$43.13	\$45.29	\$47.56
SHERIFF INVESTIGATOR SERGEANT	\$37.30	\$39.17	\$41.14	\$43.19	\$45.35	\$47.63	\$50.02	\$52.51	\$55.14	\$57.90
SHERIFF INVESTIGATOR-ADVANCED	\$32.20	\$33.83	\$35.51	\$37.30	\$39.17	\$41.14	\$43.19	\$45.35	\$47.63	\$50.02
SHERIFF INVESTIGATOR-INTERMED	\$31.52	\$33.10	\$34.77	\$36.52	\$38.35	\$40.27	\$42.28	\$44.40	\$46.63	\$48.97
SHERIFF SERGEANT	\$32.12	\$33.76	\$35.45	\$37.22	\$39.10	\$41.06	\$43.13	\$45.29	\$47.56	\$49.93
SHERIFF SERGEANT-ADVANCED	\$34.64	\$36.37	\$38.21	\$40.12	\$42.13	\$44.24	\$46.46	\$48.79	\$51.23	\$53.78
SHERIFF SERGEANT-INTERMEDIATE	\$33.89	\$35.59	\$37.38	\$39.26	\$41.23	\$43.30	\$45.46	\$47.74	\$50.14	\$52.64
SHERIFF SERVICES ASSISTANT 1	\$20.57	\$21.59	\$22.68	\$23.82	\$25.02	\$26.28	\$27.60	\$28.98	\$30.44	\$31.97
SHERIFF SERVICES ASSISTANT 2	\$22.67	\$23.81	\$25.01	\$26.27	\$27.59	\$28.97	\$30.43	\$31.96	\$33.56	\$35.24

**County of Plumas
Pay Schedule**

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

SHERIFF EMPLOYEE ASSC MID-MGMT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASST DIR OF EMERGENCY SERVICES	\$29.09	\$30.54	\$32.08	\$33.68	\$35.38	\$37.14	\$39.01	\$40.96	\$43.01	\$45.17
COMMUNICATIONS SUPER ADVANCED	\$29.41	\$30.90	\$32.45	\$34.07	\$35.77	\$37.57	\$39.46	\$41.42	\$43.50	\$45.68
COMMUNICATIONS SUPER INTERMED	\$28.85	\$30.30	\$31.82	\$33.42	\$35.08	\$36.84	\$38.70	\$40.64	\$42.67	\$44.81
COMMUNICATIONS SUPERVISOR	\$28.01	\$29.41	\$30.90	\$32.45	\$34.07	\$35.77	\$37.57	\$39.46	\$41.42	\$43.50
JAIL COMMANDER	\$40.09	\$42.12	\$44.23	\$46.45	\$48.77	\$51.20	\$53.78	\$56.48	\$59.32	\$62.29
SH INV SGT/CODE COMPLIANCE SUP	\$40.09	\$42.12	\$44.23	\$46.45	\$48.77	\$51.20	\$53.78	\$56.48	\$59.32	\$62.29
SHERIFF ADMIN SERGEANT	\$37.30	\$39.17	\$41.14	\$43.19	\$45.35	\$47.63	\$50.02	\$52.51	\$55.14	\$57.90
SHERIFF FISCAL OFFICER 1	\$28.68	\$30.11	\$31.62	\$33.19	\$34.87	\$36.62	\$38.47	\$40.39	\$42.41	\$44.53
SHERIFF FISCAL OFFICER 2	\$33.85	\$35.54	\$37.34	\$39.22	\$41.18	\$43.25	\$45.43	\$47.69	\$50.09	\$52.60
SHERIFF PATROL COMMANDER	\$40.09	\$42.12	\$44.23	\$46.45	\$48.77	\$51.20	\$53.78	\$56.48	\$59.32	\$62.29
SHERIFF'S OFFICE MANAGER	\$28.56	\$29.99	\$31.49	\$33.07	\$34.73	\$36.47	\$38.30	\$40.22	\$42.24	\$44.36
SHERIFF'S SPECIAL OPS SGT	\$37.30	\$39.17	\$41.14	\$43.19	\$45.35	\$47.63	\$50.02	\$52.51	\$55.14	\$57.90

County of Plumas
Pay Schedule

Effective as of 02/04/2025 per Board of Supervisors Resolution Number 2025-8994; revised as of 02/18/2025 per Resolution Numbers 2025-9002 and 2025-XXXX; and adopted by the Board as of 03/04/2025 per Resolution Number 2025-XXXX

UNDERSHERIFF

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
UNDERSHERIFF	\$44.82	\$47.07	\$49.43	\$51.91	\$54.51	\$57.24	\$60.11	\$63.12	\$66.28	\$69.60



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Chair to sign and ratify Amendment No. 1 to the Agreement between Plumas County Behavioral Health and Kings View Professional Services to include Provider Directory Setup and Support Services; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign and ratify Amendment No. 1 to the Agreement between Plumas County Behavioral Health and Kings View Professional Services to include Provider Directory Setup and Support Services; (No General Fund Impact) Federal and State funds; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Kings View Professional Services and Digital Attic shall provide a Provider Directory Electronic Health Record portal on the County of Plumas Behavioral Health website. This landing page will supply provider information and services, all in accordance with the State of California, Department of Health Care Services.

Action:

Approve and authorize Chair to sign and ratify Amendment No. 1 to the Agreement between Plumas County Behavioral Health and Kings View Professional Services to include Provider Directory Setup and Support Services; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

(No General Fund Impact) Federal and State funds;

Attachments:

1. 4854 FINAL

**AMENDMENT NO. 1
TO ELECTRONIC HEALTH RECORD SYSTEM SUPPORT SERVICES
BETWEEN
PLUMAS COUNTY
AND
KINGS VIEW PROFESSIONAL SERVICES**

WHEREAS, an agreement was entered into on July 1, 2024 (“Agreement”), by and between PLUMAS COUNTY (“County”), and KINGS VIEW PROFESSIONAL SERVICES (“Contractor”), to provide EHRS – Electronic Health Record System support services; and

WHEREAS, the parties wish to amend the Agreement with respect to:

1. Exhibit A: Scope of Work:
 - a. Update Exhibit A to include Provider Directory Setup and Support Services and,
 - b. Update Exhibit A Compensation/Fees to incorporate Contractor fees for Provider Directory Setup and Support Services

NOW, THEREFORE, the parties hereto agree to amend the Agreement with the following:

1. Exhibit A: Scope of Work is hereby amended to incorporate the Provider Directory Setup and Support Services, and the following definition of the Scope of the API Services shall be included in the Scope of Work as follows:
 - A. Contracting for the County specific Provider Directory API development and web hosting will occur between Kings View Professional Services and Digital Attic.
 - I. Contractor shall provide the following, in support of the California state requirements for an electronic Provider Directory:
 - i. Create the Provider Directory portal application to interface via API with the Credible EHR solution.
 - ii. Create a customized landing page for the Provider Directory, including information about County services (text to be provided by County), fields for entry of search criteria, and display of information matching the search criteria.
 - iii. Development of form for use in tracking quality assurance activities
 - iv. Conduct quality assurance activities when Credible makes updates to the Provider Directory API.
 - v. Conduct quarterly reporting as specified by DHCS
 - II. County shall:
 - i. Provide the information about County services to be displayed on the Provider Directory landing page
 - ii. Display a link on the County website which will launch the Provider Directory landing page
 - iii. Conduct quality assurance and other monitoring activities required by DHCS
 - iv. Document quality assurance and monitoring activities using form developed by KVPS

- B. Update Exhibit A-Compensation/Fees, to capture fees to be paid to Contractor by County for Provider Directory Setup and Support Services, effective December 1, 2024, as follows:

Monthly Fee	\$150.00
One-Time Setup Fee	\$1,250.00
Total API increase for FY 2024-25:	\$2,300.00
New TOTAL for Exhibit A:	\$401,825.00

In all other respects, the terms of the Agreement are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on this _____ day of _____, 2025.

KINGS VIEW PROFESSIONAL SERVICES:

By: _____
Name: Amanda Nugent Divine, PhD
Title: Chief Executive Officer
Date:

COUNTY:

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

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


APPROVED TO CONTENT:

By _____
Kevin Goss, Chair
Plumas County Board of Supervisors
Date signed

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Susanville Ford for the fixed asset purchase of Two Ford Escapes; total not to exceed \$66,037.09; (No General Fund Impact) Mental Health Services Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Susanville Ford for the fixed asset purchase of Two Ford Escapes; total not to exceed \$66,037.09; (No General Fund Impact) Mental Health Services Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Susanville Ford for the fixed asset purchase of Two Ford Escapes; total not to exceed \$66,037.09; (No General Fund Impact) Mental Health Services Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

No General Fund Impact. Mental Health Services, MHSA, funding approved in FY 24/25 approved budget

Attachments:

1. Bid opening form MHSA vehicles-Ford
2. Susanville Ford
3. 4898 MPA FINAL

MHSA Vehicle Bid Opening

1-3-2025

Looking to purchase 2 Ford Escapes

Name-	Date
Kristy Pierson	1-3-2025
Lisa Beck	1-3-2025
Che Shannon	1-3-2025

Susanville Ford	\$31,937.46
	\$34,099.63

Oroville Ford	\$31,205.00
----------------------	-------------

*There were no tax or fees included in this amt

Corning Ford	\$35,700.00
---------------------	-------------

Susanville Auto Center
704-485 Richmond Road
Susanville, CA 96130
530-257-5092

Date: 1/3/2025
Salesperson: Shane Barnes
Manager: _____
Customer

GUEST INFORMATION

Name: PLUMAS COUNTY BEHAVIORAL HEALTH

Address: 270 COUNTY HOSPITAL RD City: QUINCY State: CA Zip: 95971-9180

Home #: 530-283-6307 Work #: 530-283-6045 Cell #:

E-Mail: rreames@kingsview.org Work:

VEHICLE DESCRIPTION

Make: Ford Model: Escape Year: 2025 Color: GRAY

Mileage: 10 Stock #: F1297 VIN: 1FMCU9MN0SUA49833

RETAIL PAYMENTS

Down Pmt	0.00
1 Months	34,099.63

RETAIL OPTION

MSRP	33,875.00
Discount	1,272.00
Selling Price	32,603.00
Rebate	1,000.00
Accessories	0.00
Trade Allowance	0.00
Adjusted Price	31,603.00
Total Taxes	2,369.88
Doc Fee	85.00
EFF Fee	33.00
License Fee	0.00
TIRE TAX	8.75
Trade Payoff	0.00
F&I Adds	0.00
Final Selling Price	34,099.63

Guest Approval

Management Approval

Susanville Auto Center
704-485 Richmond Road
Susanville, CA 96130
530-257-5092

Date: 11/26/2024
Salesperson: Shane Barnes
Manager: _____
Customer

GUEST INFORMATION

Name: PLUMAS COUNTY BEHAVIORAL HEALTH

Address: 270 COUNTY HOSPITAL RD City: QUINCY State: CA Zip: 95971-9180

Home #: 530-283-6307 Work #: 530-283-6045 Cell #:

E-Mail: rreames@kingsview.org Work:

VEHICLE DESCRIPTION

Make: Ford Model: Escape Year: 2024 Color: BLACK

Mileage: 18 Stock #: F1235 VIN: 1FMCU9MN4RUB55356

RETAIL PAYMENTS

Down Pmt	0.00
1 Months	31,937.46

RETAIL OPTION

MSRP	34,155.00
Selling Price	32,918.00
Rebate	3,500.00
Accessories	0.00
Trade Allowance	0.00
Adjusted Price	29,418.00
Total Taxes	2,392.71
Doc Fee	85.00
EFF Fee	33.00
License Fee	0.00
TIRE TAX	8.75
Trade Payoff	0.00
F&I Adds	0.00
Final Selling Price	31,937.46

Guest Approval

Management Approval

**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:

COUNTY:

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

By: _____

Name:

Title:

Date Signed:

By: _____

Name:

Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name:

Clerk of the Board

Date Signed:

Approved as to form:

Pa 
Joshua Brechtel, Attorney
County Counsel's Office

Susanville Auto Center
704-485 Richmond Road
Susanville, CA 96130
530-257-5092

Date: 11/26/2024
Salesperson: Shane Barnes
Manager: _____
Customer

GUEST INFORMATION

Name: PLUMAS COUNTY BEHAVIORAL HEALTH

Address: 270 COUNTY HOSPITAL RD City: QUINCY State: CA Zip: 95971-9180

Home #: 530-283-6307 Work #: 530-283-6045 Cell #:

E-Mail: rreames@kingsview.org Work:

VEHICLE DESCRIPTION

Make: Ford Model: Escape Year: 2024 Color: BLACK

Mileage: 18 Stock #: F1235 VIN: 1FMCU9MN4RUB55356

RETAIL PAYMENTS

Down Pmt	0.00
1 Months	31,937.46

RETAIL OPTION

MSRP	34,155.00
Selling Price	32,918.00
Rebate	3,500.00
Accessories	0.00
Trade Allowance	0.00
Adjusted Price	29,418.00
Total Taxes	2,392.71
Doc Fee	85.00
EFF Fee	33.00
License Fee	0.00
TIRE TAX	8.75
Trade Payoff	0.00
F&I Adds	0.00
Final Selling Price	31,937.46

Guest Approval

Management Approval

Susanville Auto Center
704-485 Richmond Road
Susanville, CA 96130
530-257-5092

Date: 1/3/2025
Salesperson: Shane Barnes
Manager: _____
Customer

GUEST INFORMATION

Name: PLUMAS COUNTY BEHAVIORAL HEALTH

Address: 270 COUNTY HOSPITAL RD City: QUINCY State: CA Zip: 95971-9180

Home #: 530-283-6307 Work #: 530-283-6045 Cell #:

E-Mail: rreames@kingsview.org Work:

VEHICLE DESCRIPTION

Make: Ford Model: Escape Year: 2025 Color: GRAY

Mileage: 10 Stock #: F1297 VIN: 1FMCU9MN0SUA49833

RETAIL PAYMENTS

Down Pmt 0.00

1 Months	34,099.63
----------	-----------

RETAIL OPTION

MSRP	33,875.00
Discount	1,272.00
Selling Price	32,603.00
Rebate	1,000.00
Accessories	0.00
Trade Allowance	0.00
Adjusted Price	31,603.00
Total Taxes	2,369.88
Doc Fee	85.00
EFF Fee	33.00
License Fee	0.00
TIRE TAX	8.75
Trade Payoff	0.00
F&I Adds	0.00
Final Selling Price	34,099.63

Guest Approval

Management Approval



**PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Heidi Wightman, Department Fiscal Officer II

MEETING DATE: March 4, 2025

SUBJECT: Approve the Supplemental Budget transfer request increasing account #48000 (Transfer-In) and account #521911 (Vehicle Abatement Professional Services) by \$15,000 in Department #20450 (Code Enforcement); approved by Auditor Controller; discussion and possible action. **Four/Fifths roll call vote**

Recommendation:

Approve the Supplemental Budget transfer request increasing account #48000 (Transfer-In) and account #521911 (Vehicle Abatement Professional Services) by \$15,000 in Department #20450 (Code Enforcement); approved by Auditor Controller; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

On December 3, 2024, the Board of Supervisors granted the District Attorney's office the authority to remove abandoned vehicles with the use of up to \$50,000 from the District Attorney Restricted Environmental Settlements fund to reimburse costs for vehicles to be towed away and dismantled pursuant to VC 22669 in conjunction with prosecutions under Plumas County Code 5-8.15.

Because the Plumas County Code Enforcement Department has contracts with the local tow companies and auto dismantlers, it was decided that invoices would be paid by the Code Enforcement Department and reimbursed by the District Attorney's office on a per-invoice basis. The \$15,000 requested at this time is for the 2024/25 fiscal year.

Action:

Approve the Supplemental Budget transfer request increasing account #48000 (Transfer-In) and account #521911 (Vehicle Abatement Professional Services) by \$15,000 in Department #20450 (Code Enforcement); approved by Auditor Controller; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Supplemental Budget 3-4-25

TRANSFER NUMBER
(Auditor's Use Only)

Date 1/28/2024

Board
Board
Board
Auditor
Auditor

Page 325 of 414

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

A) See attached memo.

B) _____

C) _____

D) _____

Approved by Department Signing Authority: _____

Heidi Wright

☒

Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Mark

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY PLANNING & BUILDING SERVICES


555 Main Street
Quincy, CA 95971-9143
(530) 283-7011

www.plumascounty.us



February 6, 2025

TO: The Honorable Board of Supervisors

FROM: Heidi Wightman, Department Fiscal Officer II 

SUBJECT: Agenda request for February 18, 2025

RE: Supplemental Budget increasing revenues and expenditures \$15,000 in the Code Enforcement budget (Department 20450)

Recommended Action

Approve the Supplemental Budget increasing Account 48000 (Transfer In) and Account 521911 (Vehicle Abatement Professional Services) by \$15,000 in Department 20450 – Code Enforcement.

Background

On December 3, 2024, the Board of Supervisors granted the District Attorney's office the authority to remove abandoned vehicles with the use of up to \$50,000 from the District Attorney Restricted Environmental Settlements fund to reimburse costs for vehicles to be towed and dismantled pursuant to VC 22669 in conjunction with prosecutions under Plumas County Code 5-8.15. With the assistance of the Plumas County Sheriff's Office, California Highway Patrol, Plumas County Code Enforcement, and Plumas County Public Works, a collaborative approach has been created, which will allow for the prompt removal of abandoned vehicles.

Because the Plumas County Code Enforcement Department has contracts with the local tow companies and auto dismantler, it was decided that invoices would be paid from the Code Enforcement Department and reimbursed by the District Attorney's office on a per invoice basis. The \$15,000 requested at this time is for the 2024/25 fiscal year. Subsequent years will be budgeted as needed.

A-103

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.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kevin Goss, Supervisor - District 2, Chair
Mimi Hall, Supervisor - District 4, Vice-Chair
Nick Collin, Facilities Director

MEETING DATE: March 4, 2025

SUBJECT: ENGIE Project Update: Receive a brief project update; discussion item only.

Recommendation:

ENGIE Project Update: Receive a brief project update; discussion item only.

Background and Discussion:

See attached Board Memorandum

Action:

ENGIE Project Update: Receive a brief project update; discussion item only.

Fiscal Impact:

Discussion item only.

Attachments:

1. Memorandum Item No. 5.A
2. Attachment A - CA Gov Code 4217.10-.18 _PC_ Statute
3. Attachment B - Item 2.A.1 (1)
4. Attachment C - Equipment Lease - Purchase Agreement (1)
5. Attachment D - Resolution No. 24-8902 (CAO) - Making findings on energy savings and determining other matters in connection with
6. Attachment E - Resolution No. 24-8946 - Resolution authorizing the execution and delivery of a lease agreement ENGIE
7. Attachment F - Heat Transfer Invoice HR
8. Attachment G - Engie 20% Mobilization Costs



OFFICE OF THE
**BOARD OF
SUPERVISORS**
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone: (530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTRICT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

March 4, 2025

TO: Honorable Board of Supervisors

FROM: Kevin Goss, Chair, District 2 Supervisor
Mimi Hall, Vice-Chair, District 4 Supervisor
Nick Collin, Director of Facilities

CC: Martee Nieman, Auditor Controller
Julie White, Treasurer-Tax Collector

MEETING DATE: March 4, 2025

SUBJECT: Engie Energy Project Update

Background and Discussion:

Overview

California Government Code (GC) Section 4217 allows public agencies to enter into purchase agreements that can address a wide range of infrastructure needs. It also allows public agencies to enter into finance agreements to fund these projects. GC Section 4217.16 states, "the public agency may request proposals from qualified persons" and, "may utilize the pool of qualified energy service companies established pursuant to Section 388 of the Public Utilities Code (PUC) and the procedures contained in that section in awarding the contract.". Although this section of the statute allows for public agencies to pursue competitive bids or choose from the existing pool of energy contractors per PUC, public agencies may award a contract based on their own best value criteria, as long as overall cost savings findings are presented and approved at public hearings prior to the public agency approving a contract for energy services and related financing agreements (Attachment A, California Government Code Sections 4217.10-4217.18).

Timeline of Board Approvals and Authorizations

On March 19, 2024, in compliance with GC 4217.12, the Plumas County Board of Supervisors held a public hearing and adopted Resolution 24-8902 authorizing a contract with Engie Services, U.S., Inc. which was contingent upon the County securing financing. A total project cost of \$10,754,246 was presented (Attachment B – Item 2.A.1) at this time, along with a preliminary cash flow projection including a \$1,000,000 County contribution and financing arrangements to fund the remainder of the contract cost. Detailed costs for equipment per location and project were not provided.

On September 3, 2024, the Plumas County Board of Supervisors approved two financing agreements under agenda item 3.E. titled, “Debt Committee Presentation”, by adoption of Resolution 24-8945 to finance the acquisition and installation of equipment associated with the Engie project. Although GC 4217.13 requires a public hearing, the County determined having the item noticed as a regular agenda item met the intent of the law. It was at this time the Board was first presented with a schedule of equipment and line item costs (Attachment C – Equipment Lease Purchase Agreement).

Roles and Responsibilities

Resolution 24-8902 authorized the Facilities Services Director or their designee to negotiate further changes, insertions and omissions to the Energy Services Contract as they reasonably deem necessary, and thereafter to execute and deliver the Energy Services Contract following the Board’s adoption of the resolution.

Resolution 24-8945 states, “The Chairman of the Board, the County Administrative Officer, the County Treasurer-Tax Collector, and the County Auditor-Controller (each an “authorized Officer”) are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Agreement, the Escrow Agreement and the Closing Certificate and said forms; provided, however, that the principal amount represented by the Agreement shall not exceed \$9,000,000 and the interest rate under the Agreement shall not exceed 5%.

On January 27, 2025, the Board held a special meeting and designated the Board Chair and Vice Chair with interim roles for the continuity of key administrative functions and related signing authorities in the absence of the County Administrative Officer, which includes signing authority as the CAO’s role as Purchasing Agent. In that role, the Chair and Vice Chair have coordinated with the Director of Facilities, Auditor-Controller and Treasurer-Tax Collector to assure the goals of the Engie project are met, provide a point of contact and guidance for the Director of Facilities, and serve as a liaison between the departments with roles and responsibilities regarding this project and the Board.

Financing

Transaction Methodology - The first “mobilization” payment to Engie of 20% of total project contract cost, was transferred directly from Webster Bank to Engie. The County’s outside Auditor, Smith and Newell, has advised that this practice presents an audit risk to the County. Such a transaction occurs outside of the County Treasury and accounting systems and may not be shown as revenues or expenditures of the county.

The County Auditor-Controller and Treasurer-Tax Collector are working collaboratively to correct this, and it is expected that a budget transfer will be brought for the Board's approval on March 11, 2025, to appropriate the funds correctly.

Signatures – Although Resolution 24-8945 notes the Board Chair, CAO, Auditor-Controller and Treasurer-Tax Collector are each authorized to deliver on financing agreements, the only individuals with signing authority at Webster Bank for funds related to the Equipment Lease Purchase Agreement are the former District 4 Supervisor and CAO. Payment request forms to Webster Bank may only be authorized by the signatories on file. The Treasurer-Tax Collector is actively working to obtain current signatories in anticipation of paying the next Invoice from Engie.

Analysis

California Government Code Section 4217 is a pathway to allow a sole source, noncompetitive procurement for comprehensive energy services, if (1) the governing body of the public entity finds the anticipated cost to the public agency under the contract will be less than the anticipated marginal cost to the public agency that would have been consumed by the public agency in the absence of those purchases; and (2) the difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract. Among documents provided for the agenda items to approve the Engie contract and related financing Agreements was a CAO memo summarizing the benefits of the Engie

Energy Project as follows:

- \$4.8 million in net savings after paying for all costs over the life of the program
- Receive \$500,000 in cash subsidy from the Inflation Reduction Act
- Reduce electricity bills by over 25%
- Install solar before it becomes cost prohibitive
- Replacing HVAC systems past their useful lives using project savings
- Install much needed backup generators using project savings
- Improve lighting quality for employees and community members
- Save maintenance staff's time with long-life LED lighting and new HVAC systems
- Save administrative time by accomplishing multiple projects simultaneously
- Stimulate local economy and provide local jobs
- Carbon emissions reduction equivalent of removing 131 cars off the road annually
- Provide internships and other opportunities to students of Feather River College

Additionally, the memo noted two time sensitive matters:

- The solar project at the Annex Building must be completed and interconnected by PG&E by April 15, 2026, or the County would lose approx. \$1.04 million in savings
- Also, as per the requirements of the Inflation Reduction Act, if the solar project does not begin construction in 2024, the County would lose \$68,426 in incentives. To protect against that, ENGIE has already bought the solar panels for this project and is ready to meet the IRA start-of-construction requirements

Regular reports to the Board should include progress on the above items.

Areas for Board Awareness

- Two out of three HVAC units on the Engie project list located at the Human Resources Department failed prior to the start of the Engie project, and replacement of these two units was done by Plumas County Facilities Services at a cost of \$24,736 (Attachment F – Heat Transfers Invoice). Engie has provided a list of proposed change orders, crediting what would have been Engie's costs of \$75,304 for the two HVAC units replaced, out of 3 units in the Engie plan at an original total cost of \$129,800.
- Change orders can be costly, and there is no current budget to cover additional costs incurred by change orders. In addition, several change orders exceed the amounts for which the Director of Facilities, as the Engie Contract manager, and the Purchasing Agent (currently the Chair and/or Vice Chair) have authority under the Purchasing Policy. These change orders should be brought to the Board to assure compliance with county policy and in the interest of local government transparency.
- Director of Facilities recommends the Board Chair and/or Vice Chair, as designated Purchasing agent during the absence of the CAO, attend regular project meetings with Engie and Director of Facilities.
- Several discussions and presentations to the Board by Engie included a commitment to seek local contractors whenever possible. However, no local contractors have been engaged by Engie to date. The county is familiar with local contractors who would be able to provide LED lighting upgrades, HVAC repair and replacement, and generator installation. The board may wish to ask for proof of due diligence in seeking and awarding bids to local contractors.

Fiscal Impact:

According to the minutes and related documents of the September 3, 2024, the Board approved two separate financing agreements as described below:

- An Equipment Lease Purchase Agreement in the amount of \$8,455,000, financed at 4.58% interest over twenty years, resulting in \$4,554,215.88 total interest payments,

- A Lease-Leaseback Agreement for the Plumas County Animal Shelter in which the County receives an upfront lease payment of \$1,455,000 and in return leases back the same property at 4.577721% interest over twenty years, resulting in estimated total interest payments of \$780,630.46.

The total estimated cost of financing for both agreements is \$5,334,846.34 over twenty years. Engie has guaranteed energy savings from this project at \$4.8 Million over thirty years.

Possible General Fund impacts for the Board to monitor and plan for include:

- The cost of contractual Exclusions, which hold the County responsible for costs related to various projects outside of direct repair or installation. These costs, which include maintenance on several generators, will need to be included in future budgets.
- Projecting the life of new equipment installed as part of the Engie project and the preparing for true costs to the county. For example, HVAC systems are expected to last fifteen to twenty years. The energy cost savings projected by Engie span a period of thirty years. There will be likely be future repair and replacement costs to equipment within the thirty-year savings time frame that would offset energy savings.
- The Board may consider the need to budget contingency funds for anticipated, but unbudgeted costs that are the County's responsibility.
- The size and complexity of the Engie project has already required considerable management activities and financial monitoring from the Facilities Services Department, Auditor-Controller and Treasurer-Tax Collector. While the project is described as turnkey, the County may want to consider whether additional staff or contractor capacity is required to manage project implementation and financing. If this is not feasible, the County should be aware of the impact of this project on departments and staff ability to absorb additional workload as departments balance staff shortages and keeping up with core county functions.

Attachments:

Attachment A, California Government Code Sections 4217.10-4217.18

Attachment B – Item 2.A.1

Attachment C – Equipment Lease Purchase Agreement

Attachment D - Resolution 24-8902

Attachment E - Resolution 24-8945

Attachment F – Heat Transfer Systems Invoice

Attachment G - Engie 20% Mobilization Costs (per project)

ATTACHMENT C
CALIFORNIA GOVERNMENT CODE
SECTION 4217.10 – 4217.18

4217.10. To help implement the policy set forth in Section 25008 of the Public Resources Code, and to extend that policy to facilities of local governments, public agencies may develop energy conservation, cogeneration, and alternate energy supply sources at the facilities of public agencies in accordance with this chapter.

4217.11. The following terms, whenever used in this chapter, have the meanings given in this section, except where the context clearly indicates otherwise:

(a) "Alternate energy equipment" means equipment for the production or conversion of energy from alternate sources as its primary fuel source, such as solar, biomass, wind, geothermal, hydroelectricity under 30 megawatts, remote natural gas of less than one billion cubic feet estimated reserves per mile from an existing gas gathering line, natural gas containing 850 or fewer British Thermal Units per standard cubic foot, or any other source of energy, the efficient use of which will reduce the use of fossil or nuclear fuels.

(b) "Cogeneration equipment" means equipment for cogeneration, as defined in Section 218.5 of the Public Utilities Code.

(c) "Conservation measures" means equipment, maintenance, load management techniques and equipment, or other measures to reduce energy use or make for a more efficient use of energy.

(d) "Conservation services" means the electrical, thermal, or other energy savings resulting from conservation measures, which shall be treated as a supply of such energy.

(e) "Energy conservation facility" means alternate energy equipment, cogeneration equipment, or conservation measures located in public buildings or on land owned by public agencies.

(f) "Energy service contract" means a contract entered into by a public agency with any person, pursuant to which the person will provide electrical or thermal energy or conservation services to a public agency from an energy conservation facility.

(g) "Facility financing contract" means a contract entered into by a public agency with any person whereby the person provides financing for an energy conservation facility in exchange for repayment of the financing and all costs and expenses related thereto by the public agency. A facility financing contract may provide for the person with whom the public agency contracts to provide any combination of feasibility studies for, and design and construction of, all or part of the energy conservation facility in addition to the financing and other related services, and may provide for an installment sale purchase, another form of purchase, or amortized lease of the energy conservation facility by the public agency.

(h) "Facility ground lease" means a lease of all, or any portion of, land or a public building owned by, or under lease to, a public agency to a person in conjunction with an energy service contract or a facility financing contract. A facility ground lease may include, in addition to the land on which energy conservation facilities will be located, easements, rights-of-way, licenses, and rights of access, for the construction, use, or ownership by the person of the facility and all related utility lines not owned or controlled by the interconnecting utility, and offsite improvements related thereto. A facility ground lease may also include the addition or improvement of utility lines and equipment owned by the interconnecting utility which are necessary to permit interconnection between that utility and an energy conservation facility.

(i) "Person" means, but is not limited to, any individual, company, corporation, partnership, limited liability company, public agency, association, proprietorship, trust, joint venture, or other entity or group of entities.

(j) "Public agency" means the state, a county, city and county, city, district, community college district, school district, joint powers authority or other entity designated or created by a political subdivision relating to energy development projects, and any other political subdivision or public corporation in the state.

(k) "Public building" includes any structure, building, facility, or work which a public agency is authorized to construct or use, and automobile parking lots, landscaping, and other facilities, including furnishings and equipment, incidental to the use of any structure, building, facility, or work, and also includes the site thereof, and any easements, rights-of-way appurtenant thereto, or necessary for its full use.

4217.12. (a) Notwithstanding any other provision of law, a public agency may enter into an energy service contract and any necessarily related facility ground lease on terms that its governing body determines are in the best interests of the public agency if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, and if the governing body finds:

(1) That the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases.

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

(b) State agency heads may make these findings without holding a public hearing.

4217.13. Notwithstanding any other provision of law, a public agency may enter into a facility financing contract and a facility ground lease on terms that its governing body determines are in the best interest of the public agency if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, and if the governing body finds that funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility, or both, as required by the contract, are projected to be available from revenues resulting from sales of electricity or thermal energy from the facility or from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the public agency in the absence of the energy conservation facility, or both. State agency heads may make these findings without holding a public hearing.

4217.14. Notwithstanding any other provision of law, the public agency may enter into contracts for the sale of electricity, electrical generating capacity, or thermal energy produced by the energy conservation facility at such rates and on such terms as are approved by its governing body. Any such contract may provide for a commitment of firm electrical capacity.

4217.15. The public agency may, but is not required to, base the findings required under Sections 4217.12 and 4217.13 on projections for electrical and thermal energy rates from the following sources:

- (a) The public utility which provides thermal or electrical energy to the public agency.
- (b) The Public Utilities Commission.
- (c) The State Energy Resources Conservation and Development Commission.
- (d) The projections used by the Department of General Services for evaluating the feasibility of energy conservation facilities at state facilities located within the same public utility service area as the public agency.

4217.16. Prior to awarding or entering into an agreement or lease, the public agency may request proposals from qualified persons. After evaluating the proposals, the public agency may award the contract on the basis of the experience of the contractor, the type of technology employed by the contractor, the cost to the local agency, and any other relevant considerations. The public agency may utilize the pool of qualified energy service companies established pursuant to Section 388 of the Public Utilities Code and the procedures contained in that section in awarding the contract.

4217.17. This chapter does not limit the authority of any public agency to construct energy conservation projects or to enter into other leases or contracts relating to the financing construction, operation, or use of alternate energy type facilities in any manner authorized under existing law. This chapter shall not be construed to abrogate Section 14671.6.

4217.18. The provisions of this chapter shall be construed to provide the greatest possible flexibility to public agencies in structuring agreements entered into hereunder so that economic benefits may be maximized and financing and other costs associated with the design and construction of alternate energy projects may be minimized. To this end, public agencies and the entities with whom they contract under this chapter should have great latitude in characterizing components of energy conservation facilities as personal or real property and in granting security interests in leasehold interests and components of the alternate energy facilities to project lenders



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: March 19, 2024

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

Recommendation:

That the Board of Supervisors:

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

Roll Call Vote

Background and Discussion:

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

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

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

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

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

Scope of Work

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

Countywide Solar Project

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



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

Contract Price and Net Savings

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

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

Financing

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

Project Cash Flow

A preliminary cash flow for this project is given below:

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

Benefits of the Project

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

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

Action:

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

Fiscal Impact:

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

Attachments:

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

\$8,455,000
**EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 20, 2024, BETWEEN
WEBSTER BANK, NATIONAL ASSOCIATION, AS LESSOR, AND
PLUMAS COUNTY, CALIFORNIA, AS LESSEE**

CLOSING DATE: AUGUST 20, 2024

LIST OF CLOSING DOCUMENTS

**Document
Number**

1. Equipment Lease Purchase Agreement, with the following exhibits attached:
Exhibit A: Equipment Schedule.
Exhibit B: Payment Schedule.
2. Escrow Agreement, with the following exhibit attached:
Exhibit A: Form of Certificate of Acceptance and Payment Request.
Exhibit B: Incumbency Certificate regarding Lessee Representatives.
Exhibit C: Lessor Representatives.
Schedule 1: Escrow Agent Fees.
Schedule 2: Investment Authorization Form.
3. Lessee's Closing Certificate, with evidence of authorization from Lessee's governing body and notice of public hearing attached.
4. Essential Use Certificate.
5. Opinion(s) of Lessee's Counsel (validity and tax opinions).
6. Certificate as to Arbitrage, together with IRS Form 8038-G.
7. Insurance Coverage Requirements, together with certificates of insurance.
8. Construction and Maintenance Agreement between Lessee and ENGIE Services U.S. Inc.
9. Payment and Performance Bonds, together with Dual Obligatee Rider naming Lessor as an additional obligee.
10. UCC-1 Financing Statement.
11. Lessee's Form W-9.
12. Lessor Documents:
A. Letter from Lessor to Lessee regarding municipal advisor representation.
B. Certificate of Lessor.
13. CDIAC Filings.
A. Report of Proposed Debt Issuance.
B. Report of Final Sale.
14. Distribution List.
15. Funding Memorandum.

#

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of August 20, 2024, between **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as Lessor (“Lessor”), and **PLUMAS COUNTY, CALIFORNIA**, a political subdivision organized and existing under the laws of the State of California, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commencement Date**” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an escrow agent.

“**Equipment**” means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“**Event of Default**” means an Event of Default described in **Section 35**.

“**Fiscal Year**” means, with respect to Lessee, the twelve-month period beginning on July 1 of any calendar year and ending on June 30 of the succeeding calendar year; or such other twelve-month which is designated by Lessee as its fiscal year pursuant to written notice filed with Lessor.

“**Lease Term**” means the period from the Commencement Date through the last Rental Payment Date, but subject to extension pursuant to **Section 5** and earlier termination pursuant to **Section 6**.

“**Lessee**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Lessor**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“**Payment Schedule**” means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

“**Permitted Encumbrances**” means as of any time, with respect to the real estate in, on or to which any Equipment is acquired and installed:

(a) liens for general ad valorem taxes and assessments, if any, not then delinquent;

(b) this Agreement and Lessor’s security interest in the Equipment;

(c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law, *provided* that payment thereof is not overdue for a period of more than 30 days or, if overdue, is being contested in good faith by appropriate actions or proceedings diligently conducted; *provided* that adequate reserves with respect thereto are maintained on the books of the Lessee in accordance with generally accepted accounting principles;

(d) any easements, rights of way, mineral rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which will not (i) materially impair the use of such real estate for its intended purposes or (ii) impair the value, operation, maintenance or use of the Equipment; and

(e) any other lien, security interest, mortgage, deed of trust, pledge, hypothecation, assignment or other security or preferential arrangement of any kind or nature whatsoever of which the prior written consent of Lessor has been obtained.

“**Purchase Price**” means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

“Rental Payment Dates” means the dates set forth on the Payment Schedule on which Rental Payments are due.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to **Section 9**.

“State” means the State of California.

“Vendor” means ENGIE Services U.S. Inc., and/or the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom the Equipment is or has been purchased, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State, including without limitation the provisions of Sections 4217.10 and following of the California Government Code (the “Energy Conservation Law”), to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has complied with such public bidding requirements (if any) as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(j) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee’s governmental or proprietary functions consistent with the permissible scope of Lessee’s authority.

(k) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(l) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(m) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of execution and delivery of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(n) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(o) The useful life of the Equipment will not be less than the Lease Term.

(p) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(q) Lessee has provided Lessor with audited financial statements through June 30, 2022. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under this Agreement since June 30, 2022.

(r) Lessee will pay the excess (if any) of the actual costs of acquiring the Equipment under this Agreement over the amount deposited by Lessor in the escrow fund established under the related escrow agreement and interest earnings thereon.

(s) The Equipment is not a replacement, repair, substitution or proceeds of any equipment or personal property subject to a prior lien or security interest of a third party.

(t) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate, other than the Permitted Encumbrances, to which Lessor hereby consents.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Agreement that are expected to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Extension of Lease Term. If, on the last day of the Lease Term, the Rental Payments have not been fully paid or provided for, or if the Rental Payments have been abated at any time and for any reason, the Lease Term will be extended until the date upon which all Rental Payments have been fully paid, except that the Lease Term will in no event extend beyond the useful life of the Equipment.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) the exercise by Lessee of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;
- (b) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or
- (c) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Lease Term.

Section 7. Annual Budgets. In each Fiscal Year that Lessee has use of the Equipment and in accordance with the provisions of **Section 8**, Lessee covenants that it will, in accordance with the requirements of law, annually budget and appropriate sufficient funds to make the Rental Payments scheduled to come due during the Fiscal Year covered by that budget and to meet its other obligations under this Agreement for that Fiscal Year. The covenants on the part of Lessee contained herein shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of Lessee to take such action and do such things as are required by law in the performance of the official duty of such officials to enable Lessee to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by Lessee. The obligation of Lessee to make Rental Payments does not constitute an obligation of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation.

Section 8. Rental Abatement. Notwithstanding any other provisions of this Agreement to the contrary, the Rental Payments due hereunder and other amounts due hereunder or under an escrow agreement will be subject to abatement during any period in which, by reason of material damage to or destruction or condemnation of the Equipment or the real property on or in which it is located, there is substantial interference with the use and right of possession by Lessee of the Equipment or any substantial portion thereof. Lessee will immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of the Equipment. For each potential incident of substantial interference, decisions to be made on (a) whether or not abatement will apply; (b) the date upon which abatement will begin; (c) the applicable portion of Rental Payments to be abated; and (d) the concluding date of the particular abatement, will all be subject to determinations by Lessee and Lessor in concert with the provider of the rental interruption insurance issued pursuant to **Section 22**. The amount of rental abatement will be such that the Rental Payments paid by Lessee during the period of Equipment restoration do not exceed the fair rental value for the usable portions of the Equipment. In the event of any damage or destruction to the Equipment, this Agreement will continue in full force and effect notwithstanding any abatement of Rental Payments pursuant to this Section. To the extent permitted by law, Lessee waives the benefits of Civil Code Section 1932 and any and all other rights to terminate this Agreement by virtue of any interference with the use and possession of the Equipment; provided that such waiver will not constitute a waiver of the abatement of Rental Payments as set forth in this Section.

Section 9. Rental Payments. Lessee will pay Rental Payments from all legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Equipment during the Fiscal Year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 8% per annum or the maximum amount permitted by law, whichever is less, from its due date to but not including the date on which such Rental Payment is paid in full.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. Other than as provided for in Section 7 and Section 8 herein, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 12. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, and will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 13. Delivery, Installation and Acceptance of the Equipment. Lessee or its designee will order the Equipment, cause the Equipment to be delivered and installed at the locations specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been delivered and installed, the Equipment will not be moved from the locations specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. Lessor will provide notice to Lessee not later than one week in advance of such inspection.

Section 16. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain or cause to be obtained by the Vendor all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 17. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with the Vendor.

Section 18. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property; Future Encumbrances. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an existing interest in any such real estate or building.

Lessee may at any time during the term of this Agreement, with the prior written consent of Lessor, which shall not be unreasonably withheld, (a) create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature on any of the real estate where the Equipment is or will be located, (b) enter into any agreement to sell or assign such real estate, or (c) enter into any sale/leaseback or lease/leaseback arrangement encumbering such real estate. In connection with any such encumbrance, sale or lease arrangement, Lessee shall deliver to Lessor or its assigns a waiver of interest in the Equipment acceptable to Lessor or its assigns in their discretion from any party taking an interest in any such real estate prior to such interest taking effect.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Lessee shall also provide or cause to be provided to Lessor payment and performance bonds from the Vendor, each naming Lessor and its successors and assigns as an additional obligee and issued by a surety company rated "A" or better by AM Best in an amount equal to the Equipment.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

In addition to the insurance described above, Lessee will, at its own expense, maintain rental interruption insurance to cover Lessor's loss, total or partial, of Rental Payments resulting from the loss, total or partial, of the use or possession of any part of the Equipment as a result of any hazard in an amount sufficient at all times to pay an amount not less than the maximum Rental Payments payable by Lessee during a 24-month period. Such rental interruption insurance will be payable for a period adequate to cover the period of repair or reconstruction. Such insurance may be maintained in conjunction with or separate from any other similar insurance maintained by Lessee. All insurance proceeds will be payable to Lessor in amounts proportionate to the loss of use of the Equipment and will supplement Lessee's applicable Rental Payments, if any, during the restoration period in sufficient amount to make Lessor whole during the period of abatement. Lessee will not be permitted to self-insure its obligation under this paragraph.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 8% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Lessee shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. Lessee shall have an annual audit of the financial condition of Lessee made by an independent certified public accountant promptly following the end of each Fiscal Year. Lessee shall make best efforts to furnish to Lessor copies of such audit report immediately after it is accepted by Lessee's governing body, but not later than 360 days after the end of the Fiscal Year. If the audit is publicly available on Lessee's website or on the "EMMA" website maintained by the Municipal Securities Rulemaking Board, the requirement to provide the audit to Lessor will be satisfied if Lessee emails a link to the posted item to Lessor within such 360-day period. The electronic audit or link may be sent to the following email address (or such other address as Lessor supplies to Lessee in writing): PublicFinance@WebsterBank.com.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement except as set forth in **Section 8** herein.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9**.

Section 29. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from the Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including

the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option; Prepayment.

(a) Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On June 1, 2029, and any Rental Payment Date thereafter, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor; or

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months. If a Purchase Price is not listed for such date that Lessee has designated as the purchase date, the Purchase Price for that date shall be calculated as the Rental Payment then due plus 101% of the then outstanding principal balance of this Agreement.

(b) In the event monies remain in any escrow fund established under an escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such escrow fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such escrow fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, for application against the outstanding principal components of Rental Payments, including prepayment of Rental Payments hereunder, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

On the final Rental Payment Date, Lessee will be deemed to have exercised its option to purchase the Equipment subject to this Agreement, without requirement for written notice, upon payment in full of the Rental Payments then due hereunder, plus all other amounts due hereunder and not yet paid.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

Section 32. Determination of Fair Rental Value and Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments represent the fair rental value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 31** represents the fair purchase price of the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned in whole, but not in part (except as participation interests, as described below), without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until (a) Lessee has received written notice of the name and address of the assignee, and (b) such assignee is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "accredited investor" as defined in Section 501(a)(9)(1), (2), (3), or (7) of Regulation D promulgated under the Securities Act of 1933, as amended. Nothing herein shall limit the right of Lessor or its assignees to sell or assign participation interests in this Agreement to one or more entities listed in the preceding clause (b).

Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

Section 35. Events of Default Defined. Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then Lease Term; and provided further that any liabilities for such remaining Rental Payments and other amounts shall be

required to be paid by Lessee only at the times provided for the payment of such amounts under the provisions of this Agreement;

(b) Lessor may provide written notice of the occurrence of an Event of Default to the escrow agent under any related escrow agreement, and the escrow agent shall thereupon promptly remit to Lessor the entire balance of the escrow fund established thereunder; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment, to collect the Rental Payments then due and to collect as they come due the Rental Payments thereafter to become due during the Lease Term, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all reasonable legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 47. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 48. Participation of Agreement from Lessor to SNFC. Lessor hereby notifies Lessee, and Lessee hereby acknowledges such notification, that simultaneously with the execution and delivery of this Agreement, Lessor will enter into a participation agreement with Sterling National Funding Corp., a New York corporation and a wholly-owned subsidiary of Lessor ("SNFC"), whereby Lessor will sell to SNFC a 100% participation interest in this Agreement at par. Lessor will continue to service this Agreement and collect all Rental Payments and payment of the Purchase Price hereunder.

Section 49. Lessee's Notice Filings Related to this Agreement for SEC Rule 15c2-12. In connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessor acknowledges that Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that Lessee has incurred obligations under this Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Agreement. Lessee agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Lessor or its affiliates: address and account information of Lessor or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. Lessee acknowledges that Lessor is not responsible for Lessee's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Name: Kevin C. King
Title: Senior Managing Director
Address: 360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

PLUMAS COUNTY, CALIFORNIA

By: _____
Name: Greg. Hagwood
Title: Chair
Address: 520 Main Street
Quincy, CA 95971

CERTIFICATION

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the Fiscal Year of Lessee is from July 1 to June 30.

DATED: August 20, 2024.

By: _____
Name: _____
Title: _____

Approved as to form:



Joshua Brezitel, Attorney
County Counsel's Office

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

Equipment Description:

The Equipment consists of the following equipment acquired and installed in connection with the energy savings improvements described in the Construction and Maintenance Agreement dated as of March 27, 2024, between Lessee and ENGIE Services U.S. Inc., as described in and at the locations listed therein, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof.

Plumas County Energy Project	
Energy Conservation Measure	Turnkey Design-Build Price
LED Lighting	
Almanor Recreation Center	\$25,518
Animal Shelter	\$38,101
Annex Building	\$315,273
Chester Complex & Library	\$85,457
Chester Veterans Memorial Hall	\$18,509
County Assessor (Permit Center)	\$66,663
Courthouse	\$143,005
Fairgrounds Commercial Building	\$45,439
Human Resources (Probation)	\$25,515
Plumas County Street Lighting	\$8,110
Portola Library	\$23,888
Portola Veterans Memorial Hall	\$28,429
Quincy Library	\$32,041
Quincy Museum	\$8,489
Quincy Veteran's Memorial Hall	\$11,036
Road Commissioner Office (Public Works Building)	\$30,812
Sheriff's Office	\$54,558
LED Lighting Summary	\$960,842
HVAC Replacements	
Almanor Recreation Center	\$203,204
Animal Shelter	\$414,322
Chester Complex & Library	\$188,158
Chester Veterans Memorial Hall	\$160,708
County Assessor (Permit Center)	\$414,822
Fairgrounds Commercial Building	\$171,160
Human Resources (Probation)	\$129,800
Portola Library	\$97,395
Quincy Veteran's Memorial Hall	\$83,488

Road Commissioner Office (Public Works Building)	\$147,669
Sheriff's Office	\$195,449
HVAC Replacements Summary	\$2,206,175
Pump VFDs	
Fairgrounds	\$120,250
Large Pump House	\$140,066
Pump VFDs Summary	\$260,316
Solar Project	
Annex Building	\$2,012,542
Solar Project Summary	\$2,012,542
Backup Generators	
Almanor Recreation Center	\$213,399
Animal Shelter	\$143,530
Annex Building	\$284,714
Beckwourth Nervino Airport	\$179,055
Chester Rogers Field Airport	\$222,547
Child Support	\$247,847
County Ag Commissioner Office	\$203,032
County Assessor (Permit Center)	\$297,183
Human Resources (Probation)	\$207,037
Portola Library	\$210,995
Quincy Gansner Field Airport	\$192,748
Quincy Library	\$302,389
Quincy Museum	\$209,286
Backup Generators Summary	\$2,913,762
Total Project	\$8,353,637

Vendor:

The Vendor for the Equipment is ENGIE Services U.S. Inc., 500 12th Street, Suite 300, Oakland, CA 94607.

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted for approval to Lessor pursuant to the Escrow Agreement dated as of August 20, 2024, among Lessor, Lessee and U.S. Bank National Association, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT**PAYMENT SCHEDULE**

Principal Amount: \$8,455,000

Interest Rate: 4.58%; 30/360 basis

Commencement Date: August 20, 2024

Rental Payments will be made in accordance with **Section 9** and this Payment Schedule.

[The following draft payment schedule is based on a principal amount of \$8,455,000, an interest rate of 4.58% and an August 15, 2024 closing date. The payment schedule will be finalized after the final principal amount and closing date are set.]

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price *
06/1/2025	\$ 572,639.88	\$ 307,639.88	\$265,000.00	N/A
12/1/2025	187,551.00	187,551.00	0.00	N/A
06/1/2026	467,551.00	187,551.00	280,000.00	N/A
12/1/2026	181,139.00	181,139.00	0.00	N/A
06/1/2027	476,139.00	181,139.00	295,000.00	N/A
12/1/2027	174,383.50	174,383.50	0.00	N/A
06/1/2028	479,383.50	174,383.50	305,000.00	N/A
12/1/2028	167,399.00	167,399.00	0.00	N/A
06/1/2029	487,399.00	167,399.00	320,000.00	\$7,059,900.00
12/1/2029	160,071.00	160,071.00	0.00	7,059,900.00
06/1/2030	495,071.00	160,071.00	335,000.00	6,721,550.00
12/1/2030	152,399.50	152,399.50	0.00	6,721,550.00
06/1/2031	502,399.50	152,399.50	350,000.00	6,368,050.00
12/1/2031	144,384.50	144,384.50	0.00	6,368,050.00
06/1/2032	509,384.50	144,384.50	365,000.00	5,940,000.00
12/1/2032	136,026.00	136,026.00	0.00	5,940,000.00
06/1/2033	521,026.00	136,026.00	385,000.00	5,555,000.00
12/1/2033	127,209.50	127,209.50	0.00	5,555,000.00
06/1/2034	527,209.50	127,209.50	400,000.00	5,155,000.00
12/1/2034	118,049.50	118,049.50	0.00	5,155,000.00
06/1/2035	538,049.50	118,049.50	420,000.00	4,735,000.00
12/1/2035	108,431.50	108,431.50	0.00	4,735,000.00
06/1/2036	543,431.50	108,431.50	435,000.00	4,300,000.00
12/1/2036	98,470.00	98,470.00	0.00	4,300,000.00
06/1/2037	553,470.00	98,470.00	455,000.00	3,845,000.00
12/1/2037	88,050.50	88,050.50	0.00	3,845,000.00
06/1/2038	568,050.50	88,050.50	480,000.00	3,365,000.00
12/1/2038	77,058.50	77,058.50	0.00	3,365,000.00
06/1/2039	577,058.50	77,058.50	500,000.00	2,865,000.00
12/1/2039	65,608.50	65,608.50	0.00	2,865,000.00
06/1/2040	590,608.50	65,608.50	525,000.00	2,340,000.00
12/1/2040	53,586.00	53,586.00	0.00	2,340,000.00
06/1/2041	598,586.00	53,586.00	545,000.00	1,795,000.00
12/1/2041	41,105.50	41,105.50	0.00	1,795,000.00
06/1/2042	611,105.50	41,105.50	570,000.00	1,225,000.00
12/1/2042	28,052.50	28,052.50	0.00	1,225,000.00
06/1/2043	628,052.50	28,052.50	600,000.00	625,000.00
12/1/2043	14,312.50	14,312.50	0.00	625,000.00
06/1/2044	<u>639,312.50</u>	<u>14,312.50</u>	<u>625,000.00</u>	0.00
Totals	<u>\$13,009,215.88</u>	<u>\$4,554,215.88</u>	<u>\$8,455,000.00</u>	

PLUMAS COUNTY, CALIFORNIA

By: _____

Name: _____

Title: _____

* Lessee's option to purchase is subject to provisions of Section 31 of the Agreement.

ESCROW AGREEMENT

LESSOR:
Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

ESCROW AGENT:
U.S. Bank National Association
950 17th Street, 5th Floor
Denver CO 80202
Attention: Global Corporate Trust

LESSEE:
Plumas County, California
520 Main Street
Quincy, CA 95971
Attention: County Administrative Officer

THIS ESCROW AGREEMENT (this “Escrow Agreement”) dated August 20, 2024, is entered into by and among Webster Bank, National Association (“Lessor”), he Plumas County, California (“Lessee”), and U.S. Bank National Association (the “Escrow Agent”).

Lessor and Lessee have heretofore entered into that certain Equipment Lease Purchase Agreement dated as of August 20, 2024 (the “Agreement”). The Agreement contemplates that certain equipment described therein (the “Equipment”) is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$8,455,000, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the “Escrow Fund”), is to be applied from time to time to pay certain costs of acquiring and installing the Equipment (a portion of which may be paid in multiple payments and prior to final acceptance of the Equipment by Lessee), and, if requested by Lessee and approved by Lessor, to pay certain costs of entering into the Agreement.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

Section 1. Each of Lessor and Lessee hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees, to serve as escrow agent upon the express terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in escrow for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold possession of such cash and negotiable instruments on behalf of Lessor.

Section 2. On such day as determined to the mutual satisfaction of the parties (the “Commencement Date”), Lessor shall deposit with the Escrow Agent cash in the amount of \$8,455,000, to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

Section 3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

Section 4. Lessee will direct the Escrow Agent in writing to invest the cash comprising the Escrow Fund from time to time in Qualified Investments (as hereinafter defined). Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this Section, the term "Qualified Investments" means (i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"); (ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America; (iii) money market funds, which funds may be funds of the Escrow Agent or its affiliates (including the investment identified on **Schedule 2** hereto), including those for which the Escrow Agent or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise, and which funds are rated "AAAm" or "AAAm G" by Standard & Poor's. Based upon Lessee's prior review of investment alternatives, in the absence of further specific written direction to the contrary, the Escrow Agent is directed to invest and reinvest the Escrow Fund in the investment indicated on **Schedule 2** hereto. The Escrow Agent may conclusively rely upon Lessee's written investment directions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification to the Escrow Agent that such directed investments constitute Qualified Investments. The Escrow Agent shall have no responsibility with respect to monitoring or determining whether any investment directed by Lessee would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Code.

Section 5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. From time to time, the Escrow Agent shall pay the Vendor or manufacturer of the Equipment, Lessee or other payee upon receipt of the following: (i) a duly executed Certificate of Acceptance and Payment Request, a form of which is attached as **Exhibit A** (a "Payment Request"), duly executed by a Lessee Representative (defined below) and approved for payment by a Lessor Representative, (ii) the Vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the Payment Request, (iii) in the event that certain costs of entering into the Agreement are described in the Payment Request, invoice(s), budget(s), closing statement(s) or other additional documentation specifying the amount(s) of such costs, and (iv) any additional documentation required by Lessor prior to Lessor's approval of such Payment Request, which additional documentation shall be identified to the Escrow Agent. Lessor's approval on the Payment Request in each case shall be conclusive evidence that all invoices, budgets, closing statements and any additional documentation requirements have been received by and are acceptable to Lessor for payment purposes. Without limiting the foregoing, Lessor shall not be required to approve any such Payment Request unless and until Lessee shall have provided to Lessor (i) certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement and satisfactory to Lessor and (ii) payment and performance bonds, each naming Lessor and its successors and assigns as an additional obligee and issued by a surety company rated "A" or better by AM Best in form and substance satisfactory to Lessor.

"**Lessee Representative**" shall be a person designated in the Incumbency Certificate attached hereto as **Exhibit B**, or on a subsequent incumbency certificate of Lessee actually received and acknowledged by Lessor and the Escrow Agent.

"**Lessor Representative**" shall be a person designated in the Certificate of Authorized Lessor Representatives" attached hereto as **Exhibit C**.

b. Upon receipt of a Payment Request for payment of funds from the Escrow Fund, Lessor and the Escrow Agent may, but are not required to seek confirmation of such instructions by telephone call-back to any Lessee Representative, and Lessor and the Escrow Agent may rely upon the confirmations of anyone purporting to be such Lessee Representative. Notwithstanding the foregoing, Lessee agrees that neither the Escrow Agent nor Lessor shall have a duty to seek such confirmation, and shall have no liability for disbursement in accordance with the instructions contained in any Payment Request submitted with signature of a Lessee Representative. Lessor and Lessee hereby confirm that any call-back performed by the Escrow Agent to verify a disbursement instruction pursuant to a Payment Request submitted pursuant to this Section before release shall be made to Lessor only and the Escrow Agent shall have no obligation to call-back Lessee. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Lessor and the Escrow Agent. The parties to this Escrow Agreement acknowledge that such security procedure is commercially reasonable.

c. It is understood that Lessor, the Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying number provided by any party hereto to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank.

d. In the event that Lessor provides to the Escrow Agent and the Escrow Agent actually receives written notice of the occurrence of an Event of Default as defined in the Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund *after* application of the Escrow Fund to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee.

e. Upon actual receipt by the Escrow Agent of a duly executed Payment Request identified as the final such request, the remaining monies in the Escrow Fund shall, *first* be applied to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee, subject to Section 6 below; and, *second* be paid to Lessor, to be applied by Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months, and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in inverse order of Rental Payment Dates, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached to the Agreement will be revised accordingly as specified by Lessor.

f. Lessor and Lessee agree that the security procedures under this Section 5 are commercially reasonable.

g. In the event that the Escrow Agent makes any payment to any payee pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Fund or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the party who benefited from the payment to the payee shall repay to the Escrow Agent upon written request the amount so paid to the payee. The Escrow Agent shall not be liable to any party or any other person by reason of such payment.

Section 6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith in the amount of \$375.00 for escrow services as described herein shall be the responsibility of Lessee, plus any extraordinary expenses incurred by the Escrow Agent at the request of Lessor or Lessee, as set forth in **Schedule 1**.

Section 7.

a. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and/or Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence or willful misconduct. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, at the written direction of Lessee. The Escrow Agent shall have only those duties and responsibilities as expressly set forth herein, and no other duty, obligation or covenant, fiduciary or otherwise, shall be implied or enforceable against the Escrow Agent by any person. The Escrow Agent may conclusively rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent believes to be genuine and to have been signed or presented by the person purporting to sign the same.

b. Without limiting the effect of Section 7(a) hereof, the Escrow Agent shall have no obligation or liability to any other party hereto (or any person claiming through any of them): (i) to review, examine, enforce, administer or take notice of any agreement, instrument or document other than this Escrow Agreement; (ii) to determine whether any conditions precedent to a disbursement of the Escrow Fund, other than receipt of a duly executed Payment Request, together with accompanying invoices as set forth in Section 5(a) (which invoices the Escrow Agent shall conclusively presume are sufficient if Lessor has signed such Payment Request), have been or will be satisfied or otherwise to investigate any notice received by the Escrow Agent hereunder; (iii) to evaluate or determine the validity or legality of any action or omission of any third party, including any federal or state bank regulator; (iv) to make any payment to the other parties or other payees set forth in written instructions received under Section 5 from any source other than the Escrow Fund, and no such payment shall be made if the amount of the Escrow Fund is inadequate; (v) to communicate with any person other than as expressly provided for in this Escrow Agreement; (vi) for any action or omission of the Escrow Agent taken or made upon the oral or written instructions of the parties hereto; (vii) for any other action or omission of, or for errors in judgment by, the Escrow Agent under or in connection with this Escrow Agreement taken or made in good faith and without gross negligence or willful misconduct; and (viii) for special, incidental, consequential, indirect or punitive damages in any event, even if the Escrow Agent has been advised or was otherwise aware of the likelihood of such loss or damages and regardless of the form of action.

c. If any portion of the Escrow Fund is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Fund is stayed or enjoined by any court order, the

Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, whether with or without jurisdiction; and if the Escrow Agent relies upon or complies with any such writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

Section 8. To the extent permitted by law, Lessee hereby agrees to indemnify and save harmless the Escrow Agent (including its directors, officers, employees, and affiliates) from all losses, liabilities, costs, and expenses, including attorney fees and expenses which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder (including those incurred in connection with successfully defending itself against any claim of gross negligence or willful misconduct and the enforcement of Lessee's obligations hereunder), unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the gross negligence or willful misconduct of the Escrow Agent and such indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Escrow Agreement.

Section 9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, upon thirty (30) days' prior written notice, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

If the other parties are unable to agree upon a successor escrow agent within 30 days after such notice, the other parties hereby agree that either of them acting unilaterally shall apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief and in the event the parties fail to do so, the Escrow Agent may so apply to a court of competent jurisdiction. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid in accordance with Section 6.

Section 10. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for actions taken in reliance upon the opinion of such counsel.

Section 11. In the event of any dispute with respect to the Escrow Fund, the interpretation of this Escrow Agreement or the rights and obligations of the parties hereunder, or to the propriety of any action contemplated by the Escrow Agent hereunder, or if the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, then in any such case the Escrow Agent shall not be obligated to resolve the dispute or disagreement or to make any disbursement of all or any portion of the Escrow Fund, but may commence an action in the nature of an interpleader and seek to deposit such funds with a court of competent jurisdiction, and thereby shall be discharged from any further duty or obligation with respect to the Escrow Fund. The costs of such interpleader action shall be borne by Lessee. In the event Lessee shall fail on demand to reimburse the Escrow Agent for such costs, then Lessee irrevocably authorizes the Escrow Agent to deduct any such amounts from the Escrow Fund without any further notice or demand to any person. The Escrow Agent may, in its sole discretion in lieu of filing such action in interpleader, elect to cease to perform under this Escrow Agreement and to ignore all instructions received in connection herewith until the Escrow Agent has received a written notice of resolution signed by the parties to such dispute or disagreement or an order of a court of competent jurisdiction over the matter directing a disposition of the Escrow Fund.

Section 12. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(d) or Section 5(e) hereof.

Section 13. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on page 1 of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt. The Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction (each, a "Notice") received pursuant to this Escrow Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, the person he or she purports to be. Electronic signatures believed by the Escrow Agent to comply with the E-SIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature

provider identified by any other party hereto and acceptable to the Escrow Agent) shall be deemed original signatures for all purposes. Each other party to this Escrow Agreement assumes all risks arising out of its use of electronic signatures and electronic methods to send Notices to the Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to the Escrow Agent in lieu of, or in addition to, any such electronic Notice.

Section 14. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee, and any assignment of this Escrow Agreement by Lessor or Lessee shall not be effective until the Escrow Agent has confirmed that such assignee has provided satisfactory information to the Escrow Agent to satisfy the requirements of the USA PATRIOT Act or any other legislation or regulation to which the Escrow Agent is subject. Notwithstanding the foregoing, any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its municipal corporate trust business, shall be the successor to such Escrow Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 15. Except as provided in the next sentence, this Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. This Escrow Agreement is in addition to any related account applications and other account opening and authorizing documents and/or resolutions on file with Escrow Agent and such documents are hereby incorporated by reference into this Escrow Agreement (the "Account Agreements"). In the event that there are inconsistencies between this Escrow Agreement and any other Account Agreement, the terms of this Escrow Agreement shall control.

Section 16. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder (such costs to be paid as set forth in Section 6) and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

Section 17. This Escrow Agreement may be executed in several counterparts, and each counterpart so executed will be an original. In addition, the parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 18. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of California (the "State").

Section 19. Lessee represents, warrants and covenants for the benefit of the Escrow Agent as follows:

a. Lessee is authorized under the constitution and laws of the State to enter into this Escrow Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

b. Lessee has been duly authorized to execute and deliver this Escrow Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

c. This Escrow Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

d. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department. No part of the Escrow Fund shall be invested at Lessee's discretion in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of the execution and delivery of the Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

Section 20. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act or any other legislation or regulation to which it is subject, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

Section 21. Except as otherwise agreed by the Escrow Agent in writing, the Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Fund, if any. Lessor and Lessee shall provide the Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee hereunder. If requested tax documentation is not so provided, the Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

Section 22. The Escrow Agent will not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control.

Section 23. Nothing in this Escrow Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

Section 24. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ESCROW AGREEMENT.

Section 25. None of the terms or conditions of this Escrow Agreement may be changed, waived, modified, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Escrow Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR:

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Name: Kevin C. King
Title: Senior Managing Director

LESSEE:

PLUMAS COUNTY, CALIFORNIA

By: _____
Name: _____
Title: _____

ESCROW AGENT:

**U.S. BANK NATIONAL ASSOCIATION,
as escrow agent**

By: _____
Name: Kathleen Connelly
Title: Vice President

EXHIBIT A TO ESCROW AGREEMENT

FORM OF CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

To: Webster Bank, National Association

Email: jriddle@websterbank.com; publicfinance@websterbank.com

U.S. Bank National Association (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated August 20, 2024 (the "Escrow Agreement"), by and among Plumas County, California ("Lessee"), Webster Bank, National Association ("Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund (as defined in the Escrow Agreement) established and maintained thereunder, the amount set forth below to the named payee(s). The personal property and costs described below are (i) costs of acquiring and installing part or all of the Equipment listed in the Equipment Schedule attached to that certain Equipment Lease Purchase Agreement dated as of August 20, 2024 (the "Agreement"), between Lessor and Lessee, or (ii) certain costs of entering into the Agreement. The amount shown is due and payable under (i) a purchase order or contract (or has been paid by and not previously reimbursed to Lessee), or (ii) invoices, budgets, closing statements or any other additional documentation.

DESCRIPTION OF EQUIPMENT OR FINANCING COST	AMOUNT	PAYEE
--	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Equipment and related work has been fully paid for, and no claim or claims exist against the Lessee or the Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Equipment for which payment is being requested has been completed in accordance with the terms and conditions of the related Construction and Maintenance Agreement (the "Vendor Agreement") by and between Lessee and ENGIE Services U.S., Inc., and said applicable portion of the Equipment is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) the amount remaining in the Escrow Fund will, after payment of the amount requested, be sufficient to pay the remaining costs of the Equipment; (vi) a present need exists for such Equipment for which payment is being requested, which need is not temporary or expected to diminish in the near future; (vii) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (viii) the estimated useful life of such Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to such Equipment; (ix) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this Certificate; (x) such Equipment is covered by insurance in the types and amounts required by the Agreement; (xi) no Event of Default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default has occurred and is continuing on the date hereof; and (xii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to pay or cause to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); and (c) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment, together with a copy of Lessee's Declaration of Official Intent and any other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2, is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that (a) all of the Equipment described in the Agreement has been received in good condition and has been installed in accordance with the Vendor Agreement; (b) such Equipment is accepted "**AS-IS, WHERE-IS**"; (c) Lessee has inspected the Equipment, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) Lessee has fully and satisfactorily performed all covenants and conditions to be performed by it as of this date under the Agreement with regard to such Equipment; (e) Lessee waives any right to revoke its acceptance; and (f) the Equipment is fully insured in accordance with the Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

Date: _____, 20____.

Approved for Payment:

WEBSTER BANK, NATIONAL ASSOCIATION,
as Lessor

PLUMAS COUNTY, CALIFORNIA,
as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B TO ESCROW AGREEMENT

**INCUMBENCY CERTIFICATE REGARDING
LESSEE REPRESENTATIVES**

\$8,455,000

**EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 20, 2024, BETWEEN
WEBSTER BANK, NATIONAL ASSOCIATION, AS LESSOR, AND
PLUMAS COUNTY, CALIFORNIA, AS LESSEE**

The undersigned officer of Plumas County, California ("Lessee") hereby certifies that the persons listed below are each designated as an authorized representative of Lessee (each, a "Lessee Representative") for the Escrow Agreement dated August 20, 2024 (the "Escrow Agreement"), among Lessee, Webster Bank, National Association ("Lessor") and U.S. Bank National Association, as escrow agent (the "Escrow Agent"), including but not limited to initiating and approving transactions under the Escrow Agreement and confirming such approvals through call-backs from Lessor and the Escrow Agent relating thereto, all on behalf of Lessee. Each such person is the current holder of the office or title indicated, and the signature set forth opposite the name of each such authorized representative is the true and correct specimen of such person's signature:

Name/Title/Telephone/Email

Specimen Signature

Name

Signature

Title

Telephone #

Email Address

Name/Title/Telephone/Email

Specimen Signature

Name

Signature

Title

Telephone #

Email Address

Dated: August 20, 2024.

PLUMAS COUNTY, CALIFORNIA

By: _____
Name: _____
Title: _____

EXHIBIT C TO ESCROW AGREEMENT

LESSOR REPRESENTATIVES

[To be provided by Lessor.]

SCHEDULE 1 TO ESCROW AGREEMENT

ESCROW AGENT FEES

Initial Acceptance Fee, per account/agreement:

\$375

The acceptance fee includes the review and execution of the documents related to the transaction and initial establishment of the accounts. Payable at the closing.

Annual Escrow Agent Fee Per account/agreement:

waived

The annual administration fee covers the routine duties of the Escrow Agent associated with the administration of the account. Administration fee is payable in advance and not subject to proration.

Legal Fee & Expenses:

We would be utilizing in-house counsel for the review of the governing documents, if required. Should there be substantive changes made to the form of Escrow Agreement initially circulated, then external counsel may be required. External Counsel Fees would be charged at cost. This fee quoted is per transaction, closing or supplement, barring any unforeseen complications or delays with the closing.

Out-of-Pocket Expenses:

AT COST

Includes all related expenses, including but not limited to: travel expenses associated with the closing, counsel fees and their disbursements.

SCHEDULE 2 TO ESCROW AGREEMENT

INVESTMENT AUTHORIZATION FORM

U.S. BANK MONEY MARKET DEPOSIT ACCOUNT

Description and Terms

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its Corporate Trust customers. U.S. Bank's Corporate Trust Services Escrow Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

Automatic Authorization

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

LESSEE'S CLOSING CERTIFICATE

Re: Equipment Lease Purchase Agreement dated as of August 20, 2024, between Plumas County, California, as lessee ("Lessee"), and Webster Bank, National Association, as lessor ("Lessor") (the "Agreement")

We, the undersigned, the duly appointed, qualified and acting _____ and _____ of the above-captioned Lessee do hereby certify as follows:

(1) Lessee did, at meetings of the governing body of Lessee held March ____, 2024, and August 6, 2024, by motions duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of (i) the Construction and Maintenance Agreement with ENGIE Services U.S. Inc. (the "Vendor Agreement"), and (ii) the above-referenced Agreement and related escrow agreement (collectively, the "Transaction Documents") on its behalf by the following named representative of Lessee:

Printed Name	Title	Signature
<i>[This signature line to be signed by person who executed the Transaction Documents on behalf of Lessee.]</i>		

(2) The above-named representative of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The meetings of the governing body of Lessee at which the Transaction Documents were approved and authorized to be executed were duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval, and the actions approving the Transaction Documents and authorizing the execution thereof have not been altered or rescinded. *Attached hereto are true and correct copies of the resolutions or other documents constituting such official actions, together with the notice of public hearing relating to the March __, 2024 meeting.*

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(7) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(8) For and on behalf of the Lessee, the officer named in Section (1) above is authorized and has executed the Transaction Documents.

(9) The representations and warranties of the Lessee contained in the Transaction Documents are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof.

(10) No litigation is pending, or, to the best of our knowledge after due investigation and inquiry, threatened to restrain or enjoin the execution or delivery of the Transaction Documents, in any way contesting or affecting the authority for the execution and delivery of the Transaction Documents or the validity thereof, in any way contesting the existence or powers of the Lessee or the title of the officers thereof to their respective offices, or in any way affecting any authority for the validity of the Transaction Documents.

(11) The undersigned hereby represents that the Lessee intends for its digital signatures or other electronic indication of execution on all documents related to this transaction, and the digital signatures or other electronic indication of execution of other parties related to this transaction, to be treated the same and have the same legally binding and enforceable effect as original manual signatures.

(12) The Lessee (A) has authorized its executed counterpart signature page to be inserted into the final version of each document related to this transaction to which it is a party and (B) represents that the Lessee intends to be bound by the final version of all documents related to this transaction to which it is a party, which will be released to each of the parties to this transaction simultaneously with the closing of the transaction, including any such written changes to the documents that may have been made after the Lessee performed the act of affixing its signatures to the documents, and that the Lessee's agreement to close the transaction shall constitute conclusive evidence of the acceptance of such changes and intent to be bound thereby.

(13) The correct billing address for Rental Payments is as follows:

Plumas County, California
520 Main Street
Quincy, CA 95971
Attention: County Administrative Officer

Dated: August 20, 2024

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE**

**EVIDENCE OF AUTHORIZATION FROM LESSEE'S GOVERNING BODY;
NOTICE OF PUBLIC HEARING
(per Section 4)**

[Please provide signed copies of both resolutions and notice of public hearing.]

ESSENTIAL USE CERTIFICATE

August 20, 2024

Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

Re: Equipment Lease Purchase Agreement dated as of August 20, 2024, between Plumas County, California, as lessee ("Lessee"), and Webster Bank, National Association, as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

I, _____, a duly elected, appointed, or designated representative of Plumas County, California ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

- 1. *What is the specific use of the Equipment?*

- 2. *What increased capabilities will the Equipment provide?*

- 3. *Why is the Equipment essential to your ability to deliver governmental services?*

- 4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)

- 5. *Why did you choose this specific Equipment?*

- 6. *For how many years do you expect to utilize the Equipment?*

- 7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Very truly yours,

PLUMAS COUNTY, CALIFORNIA

By: _____
Name: _____
Title: _____

OPINION(S) OF LESSEE'S COUNSEL
(Validity and tax opinion to be provided by County Attorney and Bond Counsel, as applicable.)

August 20, 2024

Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

Re: Equipment Lease Purchase Agreement dated as of August 20, 2024, between Plumas County, California, as lessee (the "County"), and Webster Bank, National Association, as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

As legal counsel to Plumas County, California (the "County"), we have examined (a) an executed counterpart of the Agreement, which, among other things, provides for the lease by the County from Lessor of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of August 20, 2024 (the "Escrow Agreement"), among Lessor, the County and U.S. Bank National Association, as Escrow Agent, (c) an executed counterpart of the Construction and Maintenance Agreement dated as of March 24, 2024, between the County and ENGIE Services U.S. Inc. (the "Vendor Agreement," and together with the Agreement and the Escrow Agreement, the "County Documents"), (d) an executed resolution of the County which, among other things, authorizes the execution and delivery by the County of the County Documents, and (e) such other opinions, documents and matters of law as we have deemed necessary in connection with the following opinions.

Based on the foregoing, we are of the following opinions:

1. The County is a political subdivision duly organized and existing under the laws of the State of California, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. The County has the requisite power and authority to purchase the Equipment and to execute and deliver the County Documents and to perform its obligations thereunder.
3. The County Documents and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the County, and the County Documents are valid and binding obligations of the County enforceable in accordance with their respective terms.
4. The authorization, approval and execution of the County Documents and all other proceedings of the County relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws, including without limitation, *[Reference California energy statute]*.
5. There is no proceeding pending or, to the best of our knowledge, threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the County Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
6. The Equipment to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
7. The authorization, execution, delivery and performance of the County Documents by the County do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

8. [Tax Opinion.]

All capitalized terms herein will have the same meanings as in the Agreement. Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

CERTIFICATE AS TO ARBITRAGE, TOGETHER WITH IRS FORM 8038-G

[To be prepared and filed by Lessee Bond Counsel.]

INSURANCE COVERAGE REQUIREMENTS

TO LESSOR: Webster Bank, National Association, ISAOA
(CERTIFICATE 360 Lexington Avenue, 5th Floor
HOLDER) New York, NY 10017
Attention: Public Sector Finance (publicfinance@websterbank.com)

FROM LESSEE: Plumas County, California
(INSURED) 520 Main Street
Quincy, CA 95971

Equipment Lease Purchase Agreement dated as of August 20, 2024 (the "Agreement"), between the undersigned ("Lessee") and Webster Bank, National Association

EQUIPMENT LOCATIONS: See **Schedule 1** attached hereto.

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

Check All Appropriate Boxes:

- ☐ **Third-Party Insurance.** In accordance with Section 22 of the Agreement, we have instructed the insurance agent named below to issue the insurance indicated below (please fill in name, address and telephone number of insurance agent):

- ☐ Casualty insurance on the leased equipment ("Equipment") covered by the Agreement, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause **naming Webster Bank, National Association, and/or its assigns, as additional insured and loss payee.**

Coverage Required: Purchase Price (as defined in the Agreement) of the Equipment

- ☐ Public liability insurance evidenced by a Certificate of Insurance **naming Webster Bank, National Association, and/or its assigns, as additional insured.**

Minimum Coverage Required:
\$1,000,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$100,000.00 property damage liability

- ☐ Rental Interruption Insurance evidenced by a Certificate of Insurance naming **Webster Bank, National Association, and/or its assigns as loss payee.**

Minimum Coverage Required: Lease Payments payable during a 24-month period.

- ☐ Workers' compensation insurance evidenced by a Certificate of Insurance

Coverage Required: In compliance with State law

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

- ☐ **Self Insurance.** Pursuant to Section 22 of the Agreement, we are self-insured for:

- ☐ All risk, physical damage.

- ☐ Public liability.

Such self-insurance covers Webster Bank, National Association, and/or its assigns to the same extent that commercial insurance would otherwise be required to do so by the Agreement. We will provide proof of such self-insurance in letter form together with a copy of the statute or other authority authorizing this form of insurance.

Date: August 20, 2024.

LESSEE: PLUMAS COUNTY, CALIFORNIA

By: _____
Name: _____
Title: _____

**SCHEDULE 1 TO
INSURANCE COVERAGE REQUIREMENTS**

LIST OF EQUIPMENT LOCATIONS

Almanor Recreation Center
Animal Shelter
Annex Building
Chester Complex & Library
Chester Veterans Memorial Hall
County Assessor (Permit Center)
Courthouse
Fairgrounds Commercial Building
Human Resources (Probation)
Plumas County Street Lighting
Portola Library
Portola Veterans Memorial Hall
Quincy Library
Quincy Museum
Quincy Veteran's Memorial Hall
Road Commissioner Office (Public Works Building)
Sheriff's Office
Large Pump House
Beckwourth Nervino Airport
Chester Rogers Field Airport
Child Support
County Ag Commissioner Office
Quincy Gansner Field Airport

INSURANCE CERTIFICATES (PROPERTY (INCLUDING 24-MONTHS' RENTAL INTERRUPTION COVERAGE), LIABILITY AND WORKERS' COMPENSATION) COMPLYING WITH THE PROVISIONS OF SECTION 22 OF THE AGREEMENT TO BE PROVIDED BY LESSEE, WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED WITH RESPECT TO PROPERTY INSURANCE, AND SHOWN AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY INSURANCE:

Webster Bank, National Association and its successors and assigns
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance (publicfinance@websterbank.com)

[To be provided by Lessee prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]

VENDOR AGREEMENT

[On file with Lessor.]

**PAYMENT AND PERFORMANCE BONDS RESPECTING THE EQUIPMENT, INCLUDING DUAL OBLIGEE
RIDER SHOWING THE FOLLOWING PARTY AS ADDITIONAL OBLIGEE:**

Webster Bank, National Association and its successors and assigns
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

[To be provided by Vendor prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]

UCC-1 FINANCING STATEMENT

[To be prepared and filed by Lessor Counsel.]

LESSEE'S FORM W-9

[On file with Lessor.]



Plumas County, California
520 Main Street
Quincy, CA 95971

Re: \$8,455,000 Equipment Lease Purchase Agreement dated as of August 20, 2024, between Plumas County, California, as lessee, and Webster Bank, National Association, as lessor (the "Loan Obligation")

Ladies and Gentlemen:

Thank you for selecting Webster Bank, National Association (the "Lender") as your lender. We are delivering this letter to describe our role in the transaction.

The Lender has not acted and will not act as your agent or serve as your municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934). We have no fiduciary duty to you and intend only to enter into an arm's-length transaction involving extending credit to you through the purchase of the above-referenced Loan Obligation.

Any quote or indication of interest provided to you consists solely of the terms under which the Lender may be willing to enter into a transaction with you for its own account.

Please acknowledge the foregoing by signing where indicated below and returning this letter via e-mail to our counsel, Gilmore & Bell, P.C. In addition, please identify below any registered municipal advisor, financial advisor or placement agent you are working with on this transaction.

Please let us know if you or your counsel would like to further discuss these matters. Thank you again for doing business with us. We look forward to working with you.

Dated as of August 20, 2024.

WEBSTER BANK, NATIONAL ASSOCIATION

☐ Placement Agent

(Name of Firm)

☒ Financial Advisor/Registered Municipal Advisor:

KNN PUBLIC FINANCE, LLC
(Name of Firm)

☐ No Placement Agent/Financial Advisor/Registered Municipal Advisor

Acknowledgement:
PLUMAS COUNTY, CALIFORNIA

By: _____
Name: _____
Title: _____



CERTIFICATE OF LESSOR

\$8,455,000

**EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 20, 2024, BETWEEN
WEBSTER BANK, NATIONAL ASSOCIATION, AS LESSOR, AND
PLUMAS COUNTY, CALIFORNIA, AS LESSEE**

The undersigned hereby states and certifies as follows:

(i) I am an authorized officer of Webster Bank, National Association, as lessor (the "Lessor"), and as such, I am familiar with the facts herein certified and am authorized and qualified to certify the same.

(ii) On the date hereof, the Lessor has entered into the Equipment Lease Purchase Agreement dated as of August 20, 2024 (the "Agreement"), between the Lessor and Plumas County, California, a general law county existing under the laws of the State of California, as lessee (the "County").

(iii) On the date hereof, the Lessor paid the price of \$8,455,000 for the Agreement (representing the aggregate principal amount of lease payments at par).

(iv) The Lessor is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended.

(v) The Lessor has conducted its own investigation of the financial condition of the County, the purpose for which the Agreement is being executed and delivered, and of the security for the payment of the principal and interest components of Rental Payments under the Agreement, and has obtained such information regarding the Agreement and the County and its operations, financial condition and financial prospects as the Lessor deems necessary to make an informed credit decision with respect to the payment of the price for the Agreement described above.

(vi) The Lessor is extending credit to the County as represented by the payment of the price for the Agreement described above for its own loan account and reasonably expects to hold its right, title and interest in and to the Agreement for its own account and does not expect to sell, assign, or otherwise transfer its right, title and interest in and to the Agreement, provided that the Lessor intends to sell a 100% participation interest in the Agreement to an affiliate of the Lessor on the date hereof, at par; and provided further that the Lessor retains the right at any time to assign its right, title and interest in and to the Agreement or any interest therein as it may determine to be in its best interests, that any such assignment shall be made solely in accordance with the terms of the Agreement and in accordance with applicable securities laws, and that following any such assignment the County shall be entitled to continue making Rental Payments directly to the Lessor for subsequent transfer by the Lessor to any such assignee.

(vii) The Lessor understands that no CUSIP number has been assigned to this financing and that this financing is not rated.

(viii) The Lessor understands that the Rental Payments are not secured by any pledge of any moneys received or to be received from taxation by the State of California or any political subdivision or taxing district thereof, including, without limitation, the County; that the Rental Payments will never represent or constitute a general obligation or a pledge of the faith and credit of the County, the State of California or any political subdivision thereof; that no right will exist to have taxes levied by the County, the State of California or any political subdivision thereof for the payment of the principal and interest components of the Rental Payments; and that the liability of the County with respect to the Rental Payments may be subject to further limitations as set forth in the Agreement.

(ix) The Lessor is not acting in the capacity of broker, dealer or municipal securities underwriter, fiduciary or municipal advisor in connection with the payment of the price for or entering into the Agreement described above or the transactions relating thereto.

(x) The Lessor will treat the transaction evidenced by the Agreement as a loan being made by the Lessor, and not as a security, for accounting and regulatory purposes.

Capitalized terms used here and not otherwise defined have the meanings given them in the Agreement.

Dated: August 20, 2024.

WEBSTER BANK, NATIONAL ASSOCIATION,
as Lessor

By: _____
Senior Managing Director

CDIAC FILINGS

- Report of Proposed Debt Issuance (*Filed by Lessee Counsel*)-**Please provide.**
- Report of Final Sale (*Post-closing--to be filed by Lessee Counsel*)

DISTRIBUTION LIST

[See distribution list separately provided by Municipal Advisor.]

FUNDING MEMORANDUM

[To be prepared by Municipal Advisor.]

RESOLUTION NO. 24-8902

RESOLUTION MAKING FINDINGS ON ENERGY SAVINGS AND DETERMINING OTHER MATTERS IN CONNECTION WITH AN ENERGY SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES: Supervisors: Ceresola, McGowan, Goss, Engel, Hagwood

NOES:

ABSTAIN:

ABSENT:



Chairman, Plumas County Board of Supervisors

CERTIFIED TO BE A TRUE AND CORRECT COPY:



Clerk of the Board
Plumas County

APPROVED AS TO FORM:



Joshua Brechtel
Deputy County Counsel

EXHIBIT A ANALYSIS

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

RESOLUTION NO. 24-8946

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT
AND RELATED AGREEMENTS WITH RESPECT TO THE ACQUISITION, FINANCING AND
LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE
EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND
AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE
CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION**

WHEREAS, the County of Plumas, a political subdivision duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "County"), is authorized by the laws of the State of California to purchase, acquire and lease personal property for the benefit of the County and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the County desires to acquire, construct and install certain energy saving improvements consisting of HVAC replacements and HVAC upgrades at the County Courthouse located at 520 Main Street in the City of Quincy, and the Courthouse Annex Building located at 260 County Hospital Road in the City of Quincy, to be installed by ENGIE Services U.S. Inc. (collectively, the "Project"); and

WHEREAS, in order to finance a portion of the cost of the Project, the County has agreed to lease the real property consisting of the Plumas County Animal Shelter (the "Leased Property") to the Public Property Financing Corporation of California (the "Corporation") under a Site Lease (the "Site Lease") in consideration of the payment by the Corporation of an upfront rental payment (the "Site Lease Payment") which is sufficient to provide financing for a portion of the costs of the Project; and

WHEREAS, the Corporation has agreed to sublease the Leased Property back to the County pursuant to a Lease Agreement (the "Lease Agreement") in consideration of the payment by the County of lease payments (the "Lease Payments") for the use and occupancy of the Leased Property; and

WHEREAS, in order to raise the funds needed to pay the Site Lease Payment to the County, the Corporation has agreed to assign certain of its rights under the Site Lease and the Lease Agreement, including the right to receive and enforce payment of the Lease Payments, to Webster Bank, National Association, a national banking association (the "Assignee"), which will provide financing for all or a portion of the cost of the Project in a principal amount not to exceed \$2,500,000, under an Assignment Agreement (the "Assignment Agreement") between the Corporation and the Assignee; and

WHEREAS, under the Lease Agreement, the County will hold and disburse funds derived from the Site Lease Payment for the purpose of paying all or a portion of the costs of the Project and related costs; and

WHEREAS, this Board of Supervisors (the "Board") deems it for the benefit of the County and for the efficient and effective administration thereof to enter into the Site Lease and the Lease Agreement, substantially in the forms presented to the Board at this meeting, and the other documentation related to the financing of the Project on the terms and conditions therein provided; and

WHEREAS, the information required to be obtained and disclosed by the Board with respect to the Agreement by Government Code 5852.1 is set forth in Exhibit A to this Resolution;

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

1. Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.
2. Approval of Documents. The forms of the Site Lease and the Lease Agreement presented to this meeting, and on file with the Clerk of the Board, are hereby found and determined to be in the best interests of the County to finance all or a portion of the cost of the Project, and are hereby approved.

The Chairman of the Board, the County Administrative Officer, the County Treasurer-Tax Collector, and the County Auditor-Controller (each an "Authorized Officer") are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Site Lease and the Lease Agreement in said forms, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of the approval of any such changes or additions; provided, however, that the principal amount represented by the Lease Agreement shall not exceed \$2,500,000, and the interest rate under the Lease Agreement shall not exceed 5.00%. An Authorized Officer is hereby authorized and directed for and on behalf of the County to execute, and the Clerk of the Board is hereby authorized and directed to attest, the final form of each such agreement.

3. Assignment of Rights. The Board hereby approves the assignment by the Corporation of certain of its rights under the Site Lease and the Lease Agreement, including the right to receive and enforce the payment of the Lease Payments, to the Assignee, pursuant to the Assignment Agreement.

4. Other Actions Authorized. Each of the Authorized Officers and each of the other officers and employees of the County shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby, including without limitation the execution and delivery any closing certificates and the recordation of documents with the County Recorder, and to take all action necessary in conformity therewith. Whenever in this resolution any officer of the County is authorized to execute or attest any document or take any action, such execution, attestation or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable, and any references to any officer of the County shall include any person holding such office in an "interim" or "acting" capacity. All actions previously taken by an Authorized Officer or other officers of the County in furtherance of this Resolution are hereby ratified and approved.

5. No General Liability. Nothing contained in this Resolution, the Site Lease, the Lease Agreement, or any other instrument shall be construed with respect to the County as incurring a pecuniary liability or charge upon the general credit of the County or against its taxing power of the County, nor shall the breach of any agreement or covenant contained in Site Lease, the Lease Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the County or any charge upon its general credit or against its taxing power, except to the extent that the Lease Payments as defined in and payable under the Lease Agreement are limited obligations of the County, subject to annual appropriation by this Board, as provided in the Lease Agreement.

6. Appointment of Authorized County Representatives. Each of the Authorized Officers is hereby designated to act as authorized representatives of the County for purposes of the Site Lease and the Lease Agreement until such time as the Board shall designate any other or different authorized representative for purposes thereof.

7. Professional Services. The appointments of Jones Hall, A Professional Law Corporation, as special counsel to the County in connection with the financing contemplated by this Resolution, and KNN Public Finance, LLC, as municipal advisor to the County in connection with the financing contemplated by this Resolution, are hereby ratified and confirmed.

8. Adoption; Effective Date. This resolution shall take effect upon adoption by 4/5 of the members of the Board of Supervisors, and shall take effect upon adoption.

The foregoing Resolution was adopted at a meeting of the County of Plumas Board of Supervisors on September 3, 2024, by the following vote:

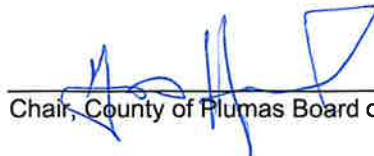
AYES: Supervisors: Ceresola, McGowan, Goss, Hagwood

NOES: Engel

ABSTAIN:

ABSENT:


By:


Chair, County of Plumas Board of Supervisors

CERTIFIED TO BE A TRUE AND CORRECT COPY:


Clerk of the Board, County of Plumas

Approved as to form:


Joshua Brzantel, Attorney
County Counsel's Office

3985

TO Plumas county Facility service
ADDRESS 198 Andy way
Quincy CA 95971
ATTENTION

DATE ORDERED	ORDER TAKEN BY HTS
PHONE NO.	CUSTOMER ORDER # Q# 1714
JOB LOCATION Plumas County Human Resources	
JOB PHONE	STARTING DATE
TERMS	

[illegible]

WORK ORDERED BY
DATE ORDERED
DATE COMPLETED

AUTHORIZED SIGNATURE _____

TOTAL LABOR	
TOTAL MATERIALS	
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	24,736.00

CONTINUATION SHEET

CUSTOMER APPLICATION AND CERTIFICATE FOR PAYMENT, containing
ENGINE's signed Certification is attached
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for the line items may apply.

Date: 10/4/2024
Application Number:

Item No. A	Description of Work B	Scheduled Value C	Work Completed		Stored Materials F	Total Completed and		Balance to Finish (C-C) H	Retainage I
			Previous Applications D	This Application E		G (D+E+F)	%		
	Mobilization	\$2,150,849		\$2,150,849.00					
	LED Lighting								
	Almanor Recreation Center	\$20,414							
	Animal Shelter	\$30,481							
	Annex Building	\$252,219							
	Chester Complex & Library	\$68,365							
	Chester Veterans Memorial Hall	\$14,807							
	County Assessor (Permit Center)	\$53,330							
	Courthouse	\$114,404							
	Fairgrounds Commercial Building	\$36,351							
	Human Resources (Probation)	\$20,412							
	Plumas County Street Lighting	\$6,488							
	Portola Library	\$19,110							
	Portola Veterans Memorial Hall	\$22,743							
	Quincy Library	\$25,633							
	Quincy Museum	\$6,791							
	Quincy Veteran's Memorial Hall	\$8,829							
	Road Commissioner Office (Public Works Building)	\$24,650							
	Sheriff's Office	\$43,646							
	IIVAC Replacement								
	Almanor Recreation Center	\$162,563							
	Animal Shelter	\$331,458							
	Annex Building	\$1,497,874							
	Chester Complex & Library	\$150,527							
	Chester Veterans Memorial Hall	\$128,566							
	County Assessor (Permit Center)	\$331,858							
	Courthouse	\$422,613							
	Fairgrounds Commercial Building	\$136,928							
	Human Resources (Probation)	\$103,840							
	Portola Library	\$77,916							
	Quincy Veteran's Memorial Hall	\$66,791							
	Road Commissioner Office (Public Works Building)	\$118,135							
	Sheriff's Office	\$156,359							
	Pump VFDs								
	Fairgrounds	\$96,200							
	Large Pump House	\$112,053							
	Solar Project								
	Annex Building	\$1,610,034							
	Backup Generators								
	Almanor Recreation Center	\$170,719							
	Animal Shelter	\$114,824							
	Annex Building	\$227,772							
	Beckwouth Nervino Airport	\$143,244							
	Chester Rogers Field Airport	\$178,038							
	Child Support	\$198,277							
	County Ag Commissioner Office	\$162,426							
	County Assessor (Permit Center)	\$237,747							
	Human Resources (Probation)	\$165,630							
	Portola Library	\$168,796							
	Quincy Gansner Field Airport	\$154,198							
	Quincy Library	\$241,911							
	Quincy Museum	\$167,427							
	GRAND TOTAL	\$10,754,246	\$0.00	\$2,150,849.00	\$0.00	\$0.00	0%	\$0.00	\$0.00



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kevin Goss, Supervisor - District 2, Chair
MEETING DATE: March 4, 2025
SUBJECT: CONTINUED DISCUSSION FROM FEBRUARY 11, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Recommendation:

CONTINUED DISCUSSION FROM FEBRUARY 11, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Background and Discussion:

CONTINUED DISCUSSION FROM FEBRUARY 11, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Action:

CONTINUED DISCUSSION FROM FEBRUARY 11, 2025: Recent Property Tax Assessment Increases; discussion and possible direction to staff.

Fiscal Impact:

No General Fund Impact

Attachments:

None



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kevin Goss, Supervisor - District 2, Chair
MEETING DATE: March 4, 2025
SUBJECT: Treasury Oversight Committee; update on proposed recommendations for committee members; discussion and possible direction to staff

Recommendation:

Treasury Oversight Committee; update on proposed recommendations for committee members; discussion and possible direction to staff

Background and Discussion:

Government Code §27132 The county treasury oversight committee, pursuant to Section 27132, shall consist of members appointed from the following:

- a) The county treasurer,
- b) The county auditor, auditor-controller, or finance director, as the case may be,
- c) A representative appointed by the county board of supervisors,
- d) The county superintendent of schools or his or her designer,
- e) A representative selected by a majority of the presiding officers of the legislative bodies of the special districts in the county that are required or authorized to deposit funds in the county treasury,
- f) A representative selected by a majority of the presiding officers of the governing bodies of the school districts and community college districts in the county,
- g) Up to five other members of the public
 - 1) A majority of the other public members shall have expertise in, or an academic background in, public finances,
 - 2) The other public members shall be economically diverse and bipartisan in political registration

Action:

Treasury Oversight Committee; update on proposed recommendations for committee members; discussion and possible direction to staff

Fiscal Impact:

No General Fund Impact.

Attachments:

- 1. Item No. 5.B

[Up^](#)[Add To My Favorites](#)**GOVERNMENT CODE - GOV****TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205]** (Title 3 added by Stats. 1947, Ch. 424.)**DIVISION 2. OFFICERS [24000 - 28085]** (Division 2 added by Stats. 1947, Ch. 424.)**PART 3. OTHER OFFICERS [26500 - 27773]** (Part 3 added by Stats. 1947, Ch. 424.)**CHAPTER 5. County Treasurer [27000 - 27137]** (Chapter 5 added by Stats. 1947, Ch. 424.)**ARTICLE 6. County Treasury Oversight Committees [27130 - 27137]** (Article 6 added by Stats. 1995, Ch. 784, Sec. 10.)

27130. The Legislature finds and declares that local agencies, including school districts, should participate in reviewing the policies that guide the investment of those funds. The Legislature further finds and declares that by pooling deposits from local agencies and other participants, county treasuries operate in the public interest when they consolidate banking and investment activities, reduce duplication, achieve economies of scale, and carry out coherent and consolidated investment strategies. The Legislature further finds and declares that the creation of county treasury oversight committees will promote the public interest by involving depositors in the management of their funds and by enhancing the security and investment return on their funds by providing a more stable and predictable balance for investment by establishing criteria for the withdrawal of funds.

(Added by Stats. 1995, Ch. 784, Sec. 10. Effective January 1, 1996.)

27131. (a) The board of supervisors in each county or city and county may, if the county or city and county is investing surplus funds, establish a county treasury oversight committee. The board of supervisors, in consultation with the county treasurer, shall determine the exact size of the committee, which shall consist of from 3 to 11 members, and the categories from which the members shall be represented, as specified in subdivisions (a) to (g), inclusive, of Section 27132. Members shall be nominated by the treasurer and confirmed by the board of supervisors.

(b) In recognition of the state and local interests served by the action made optional in subdivision (a), the Legislature encourages local agencies to continue taking the action formerly mandated by this section. However, nothing in this subdivision may be construed to impose any liability on a local agency that does not continue to take the formerly mandated action.

(Amended by Stats. 2004, Ch. 889, Sec. 1. Effective September 29, 2004.)

27132. The county treasury oversight committee, pursuant to Section 27131, shall consist of members appointed from the following:

- (a) The county treasurer.
- (b) The county auditor, auditor-controller, or finance director, as the case may be.
- (c) A representative appointed by the county board of supervisors.
- (d) The county superintendent of schools or his or her designee.
- (e) A representative selected by a majority of the presiding officers of the governing bodies of the school districts and community college districts in the county.
- (f) A representative selected by a majority of the presiding officers of the legislative bodies of the special districts in the county that are required or authorized to deposit funds in the county treasury.
- (g) Up to five other members of the public.

- (1) A majority of the other public members shall have expertise in, or an academic background in, public finance.

(2) The other public members shall be economically diverse and bipartisan in political registration.

(Added by Stats. 1995, Ch. 784, Sec. 10. Effective January 1, 1996.)

27132.1. A member may not be employed by an entity that has (a) contributed to the campaign of a candidate for the office of local treasurer, or (b) contributed to the campaign of a candidate to be a member of a legislative body of any local agency that has deposited funds in the county treasury, in the previous three years or during the period that the employee is a member of the committee.

(Amended by Stats. 1996, Ch. 156, Sec. 3. Effective July 12, 1996.)

27132.2. A member may not directly or indirectly raise money for a candidate for local treasurer or a member of the governing board of any local agency that has deposited funds in the county treasury while a member of the committee.

(Amended by Stats. 1996, Ch. 156, Sec. 4. Effective July 12, 1996.)

27132.3. A member may not secure employment with, or be employed by, bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the treasurer is doing business during the period that the person is a member of the committee or for one year after leaving the committee.

(Amended by Stats. 1999, Ch. 32, Sec. 1. Effective January 1, 2000.)

27132.4. Committee meetings shall be open to the public and subject to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

(Added by Stats. 1995, Ch. 784, Sec. 10. Effective January 1, 1996.)

27133. In any county that establishes a county treasury oversight committee pursuant to this article, the county treasurer shall annually prepare an investment policy that will be reviewed and monitored by the county treasury oversight committee. The investment policy shall include all of the following:

(a) A list of securities or other instruments in which the county treasury may invest, according to law, including the maximum allowable percentage by type of security.

(b) The maximum term of any security purchased by the county treasury.

(c) The criteria for selecting security brokers and dealers from, to, or through whom the county treasury may purchase or sell securities or other instruments. The criteria shall prohibit the selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the local treasurer, any member of the governing board of the local agency, or any candidate for those offices.

(d) Limits on the receipt of honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the county treasury conducts business by any member of the county treasury oversight committee. These limits may be in addition to the limits set by a committee member's own agency, by state law, or by the Fair Political Practices Commission.

(e) A requirement that the county treasurer provide the county treasury oversight committee with an investment report as required by the board of supervisors.

(f) The manner of calculating and apportioning the costs, authorized by Section 27013, of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds.

(g) The terms and conditions under which local agencies and other entities that are not required to deposit their funds in the county treasury may deposit funds for investment purposes.

(h) Criteria for considering requests to withdraw funds from the county treasury, pursuant to Section 27136. The criteria shall include an assessment of the effect of a proposed withdrawal on the stability and predictability of the investments in the county treasury.

(Added by Stats. 1995, Ch. 784, Sec. 10. Effective January 1, 1996.)

27134. The county treasury oversight committee shall cause an annual audit to be conducted to determine the county treasury's compliance with this article. The audit may include issues relating to the structure of the investment portfolio and risk.

(Added by Stats. 1995, Ch. 784, Sec. 10. Effective January 1, 1996.)

27135. The costs of complying with this article shall be county charges and may be included with those charges enumerated under Section 27013.

(Added by Stats. 1995, Ch. 784, Sec. 10. Effective January 1, 1996.)

27136. (a) Notwithstanding any other provision of law, any local agency, public agency, public entity, or public official that has funds on deposit in the county treasury pool and that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the county treasurer before withdrawing funds from the county treasury pool.

(b) The county treasurer shall evaluate each proposed withdrawal for its consistency with the criteria adopted pursuant to subdivision (h) of Section 27133. Prior to approving a withdrawal, the county treasurer shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the county treasury pool.

(Amended by Stats. 1996, Ch. 156, Sec. 6. Effective July 12, 1996.)

27137. Nothing in this article shall be construed to allow the county treasury oversight committee to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the county treasury.

(Added by Stats. 1995, Ch. 784, Sec. 10. Effective January 1, 1996.)



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kevin Goss, Supervisor - District 2, Chair

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Chair to sign a Letter of Support to The Honorable Jesse Arrequin, California State Senate, District 07 in support of SB239 (Open Meetings: teleconferencing: subsidiary body), as introduced January 30, 2025; discussion and possible direction to staff.

Recommendation:

Approve and authorize Chair to sign a Letter of Support to The Honorable Jesse Arrequin, California State Senate, District 07 in support of SB239 (Open Meetings: teleconferencing: subsidiary body), as introduced January 30, 2025; discussion and possible direction to staff.

Background and Discussion:

Local governments across the state have focused ongoing challenges in recruiting and retaining members of the public to serve on advisory bodies subject to the Brown Act. Challenges associated with recruitment have been attributed to participation time commitments; time and location of meetings; physical limitation, conflicts with childcare, and work obligations.

Action:

Approve and authorize Chair to sign a Letter of Support to The Honorable Jesse Arrequin, California State Senate, District 07 in support of SB239 (Open Meetings: teleconferencing: subsidiary body), as introduced January 30, 2025; discussion and possible direction to staff.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. LOS Senator Arrequin SB239 2025



OFFICE OF THE
**BOARD OF
SUPERVISORS**
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone: (530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR

KEVIN GOSS
DISTRICT 2 SUPERVISOR, CHAIR

THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR

MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR

JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

March 4, 2025

The Honorable Jesse Arrequin
California State Senate, District 07
1021 O Street, Suite 6710
Sacramento, CA 95814

**RE: SB 239 (Arrequin) Open meetings: teleconferencing: subsidiary body.
SUPPORT – As *Introduced January 30, 2025***

Dear Senator Arrequin,

Plumas County writes in support of you Senate Bill 239, which would remove barriers to entry for appointed and elected office by allowing members of non-decision-making legislative bodies to participate in two-way virtual teleconferencing with posting their remote meeting location.

Local governments across the state have focused ongoing challenges in recruiting and retaining members of the public to serve on advisory bodies subject to the Brown Act. Challenges associated with recruitment have been attributed to participation time commitments; time and location of meetings; physical limitation, conflicts with childcare, and work obligations.

Participation in local advisory bodies and appointed boards and commission often serves as a pipeline to local elected office and opportunities for state and federal leadership positions. Diversification in civic participation at all levels requires careful consideration of different protected characteristics as well as socio-economic status. The in-person requirement to participate in local governance bodies presents a disproportionate challenge for those with physical or economic limitation, including

seniors, persons with disability, single parents, caretakers, the economically marginalized, and those who live in rural areas with prohibitive driving distances.

SB239 would help address these issues by providing a narrow exemption under the Ralph M. Brown Act for non-decision-making advisory bodies that do not take final action on any legislation, regulations, contracts, licenses, permits, or other entitlements. This bill would improve community engagement and participation for both advisory members and members of the public alike and provide much needed modernization for open meetings. SB239 ensures that advisory bodies can fulfill their purpose: to serve as the voice of our diverse communities.

For these reasons, Plumas County is in strong support of SB 239.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
County of Plumas

cc: Chair Durazo, Senate Local Government Committee
Members, Senate Local Government Committee
Jonathan Peterson, Principal Consultant, Senate Local Government Committee
Consultant, Senate Republican Caucus



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

TO: Honorable Chair and Board of Supervisors

FROM: Kevin Goss, Supervisor - District 2, Chair

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Chair to sign a Letter of Support to Honorable Lori Wilson regarding AB 418 (Property taxation: tax defaulted property), as introduced on February 5, 2025; discussion and possible direction to staff.

Recommendation:

Approve and authorize Chair to sign a Letter of Support to Honorable Lori Wilson regarding AB 418 (Property taxation: tax defaulted property), as introduced on February 5, 2025; discussion and possible direction to staff.

Background and Discussion:

In California, there are thousands of tax-defaulted properties that hold little to no value or otherwise present specific or unusual challenges to dispose of through a traditional tax auction. Using a Chapter 8 tax sale process to dispose of such properties can make the most sense for the local agency and for the property owner. AB 418 outlines a procedure by which California's county tax collectors will utilize during the Chapter 8 sale process to ensure that the property is disposed of in a manner that is transparent and affords property owners an administrative remedy if the property owner disputes the price set at a Chapter 8 tax sale.

These additional steps, which include a hearing before the Board of Supervisors where a party of interest may present evidence to dispute the tax sale price, offers an administrative process for property owners, while preserving the tax collector's informed discretion to utilize available options to manage those properties for which appraisals are not financially feasible

Action:

Approve and authorize Chair to sign a Letter of Support to Honorable Lori Wilson regarding AB 418 (Property taxation: tax defaulted property), as introduced on February 5, 2025; discussion and possible direction to staff.

Fiscal Impact:

No General Fund Impact, Letter of Support only.

Attachments:

1. LOS Assemblywoman Wilson SB418 2025



OFFICE OF THE
**BOARD OF
SUPERVISORS**
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone: (530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR

KEVIN GOSS
DISTRICT 2 SUPERVISOR, CHAIR

THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR

MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR

JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

March 4, 2025

The Honorable Lori Wilson
California State Assembly
1021 O Street, Suite 8110
Sacramento, CA 95814

**RE: SB 418 (Wilson) Property taxation: tax-defaulted property
As introduced February 5, 2025 - SUPPORT
Awaiting hearing – Assembly Revenue and Taxation Committee**

Dear Assembly Member, Wilson:

Plumas County writes in support of your Senate Bill 418, a measure that preserves the ability of California counties to utilize Chapter 8 sales of tax-defaulted properties. These sales are used to dispose of challenging properties or to facilitate the development of affordable housing or other local agency uses; AB 418 ensures that the owners of such properties are able to participate in an administrative process if they disagree with the tax sale value established by the tax collector and proposed for approval by the Board of Supervisors.

This important measure seeks to address the 2023 Supreme Court decision *Tyler v Hennepin County, Minnesota*, in which the plaintiff's constitutional rights were violated when Hennepin County auctioned her tax-defaulted property to satisfy the delinquent property tax debt of \$15,000. The property sold for \$40,000 and the County kept the remaining \$25,000 in excess proceeds without first affording the plaintiff the opportunity to file a claim for the excess proceeds. The Court found that the taking of excess proceeds violated the Takings Clause of the Fifth and Fourteenth Amendments and the Excessive Fines Clause of the Eighth Amendment.

Unlike the laws in Minnesota, California's law requires that if a property is sold at a tax auction, any proceeds from the auction that remain after all delinquencies are paid are then made available to parties of interest (i.e. the owner) of that property, and those parties have one year to file a claim for those excess proceeds. Under current law, a county is prohibited from depriving a property owner of their excess proceeds without first providing public notice and certified mailing to the last known address, notifying the owner of the existence of excess proceeds and of the one-year timeframe to file a claim.

In California, there are thousands of tax-defaulted properties that hold little to no value or otherwise present specific or unusual challenges to dispose of through a traditional tax auction. Using a Chapter 8 tax sale process to dispose of such properties can make the most sense for the local agency and for the property owner. AB 418 outlines a procedure by which California's county tax collectors will utilize during the Chapter 8 sale process to ensure that the property is disposed of in a manner that is transparent and affords property owners an administrative remedy if the property owner disputes the price set at a Chapter 8 tax sale. These additional steps, which include a hearing before the Board of Supervisors where a party of interest may present evidence to dispute the tax sale price, offers an administrative process for property owners, while preserving the tax collector's informed discretion to utilize available options to manage those properties for which appraisals are not financially feasible.

AB 418 ensures that counties can effectively conduct Chapter 8 sales without the threat of litigation and Public Records Act requests that have recently been associated with these sales. As a result, our associations strongly support this measure to address the uncertainty that currently exists and resolve this issue in a manner that ensures fairness and efficiency.

We appreciate your authorship of this important measure.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
County of Plumas



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kevin Goss, Supervisor - District 2, Chair

MEETING DATE: March 4, 2025

SUBJECT: Approve and authorize Chair to sign a Letter of Support to the Honorable Maria Elena Durazo, regarding SB 346 (Local agencies, transient occupancy taxes: short-term rental facilitator), originally introduced on February 12, 2025; discussion and possible direction to staff.

Recommendation:

Approve and authorize Chair to sign a Letter of Support to the Honorable Maria Elena Durazo, regarding SB 346 (Local agencies, transient occupancy taxes: short-term rental facilitator), originally introduced on February 12, 2025; discussion and possible direction to staff.

Background and Discussion:

By authorizing a local agency to require the short-term rental facilitator to report, in the form and manner prescribed by the local agency, the assessor parcel number of each short-term rental listed on the site, along with any locally-required permit number, SB 346 will increase TOT compliance and ensure that local agencies are appropriately collecting tax revenue from those that are lawfully licensed short-term rental properties. Further, such authority will assist local agencies in ensuring that TOT obligations are consistent among other short-term stay facilities, like hotels, motels, and bed and breakfasts, and that those that profit from short-term rental properties are no longer able to obfuscate their location and therefore their tax obligations

Action:

Approve and authorize Chair to sign a Letter of Support to the Honorable Maria Elena Durazo, regarding SB 346 (Local agencies, transient occupancy taxes: short-term rental facilitator), originally introduced on February 12, 2025; discussion and possible direction to staff.

Fiscal Impact:

No General Fund Impact, Letter of Support Only.

Attachments:

1. LOS Senator Durazo SB 346 2025



OFFICE OF THE
**BOARD OF
SUPERVISORS**
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone: (530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR

KEVIN GOSS
DISTRICT 2 SUPERVISOR, CHAIR

THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR

MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR

JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

March 4, 2025

The Honorable Maria Elena Durazo
California State Senate
1021 O Street, Suite 7530
Sacramento, CA 95814

Re: SB 346 (Durazo): Local agencies: transient occupancy taxes: short-term rental facilitator

As introduced – 2/12/25

Awaiting hearing – Senate Local Government Committee

Dear Senator Durazo:

On behalf of Plumas County, we write to express our support for your Senate Bill 346, a measure that will strengthen local tools to ensure compliance with local ordinances regarding the collection and remittance of transient occupancy taxes (TOT) applicable to short-term rentals.

Regrettably, the application of local TOT ordinances and collection and remittance of taxes is inconsistent and often simply avoided, even when voluntary collection agreements are entered into. Because local agencies do not have access to the address or any other personally identifiable information for listed properties, even under voluntary collection agreements, cities and counties are in the untenable position of choosing between collecting some taxes without this critical information and trusting that it is accurately collected, or trying to pursue collection directly from property owners, which is a time- and cost-intensive process that may or may not result in a fair application of local laws.

By authorizing a local agency to require the short-term rental facilitator to report, in the form and manner prescribed by the local agency, the assessor parcel number of each short term rental listed on the site, along with any locally-required permit number, SB

346 will increase TOT compliance and ensure that local agencies are appropriately collecting tax revenue from those that are lawfully licensed short-term rental properties. Further, such authority will assist local agencies in ensuring that TOT obligations are consistent among other short-term stay facilities, like hotels, motels, and bed and breakfasts, and that those that profit from short-term rental properties are no longer able to obfuscate their location and therefore their tax obligations.

SB 346 is a much-needed effort to modernize California statute and provide local agencies with the tools needed to fairly and effectively apply existing laws to evolving technologies. As a result, we are strongly supportive of SB 346 and appreciate your leadership on this important local issue.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
County of Plumas



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Mimi Hall, Supervisor - District 4, Vice-Chair
MEETING DATE: March 4, 2025
SUBJECT: Appoint Dayne Lewis to the Plumas County Planning Commission, for a 4-year term, representing District 4; effective March 4, 2025; discussion and possible action.

Recommendation:

Appoint Dayne Lewis to the Plumas County Planning Commission, for a 4-year term, representing District 4; effective March 4, 2025; discussion and possible action.

Background and Discussion:

Appoint Dayne Lewis to the Plumas County Planning Commission, for a 4-year term, representing District 4; effective March 4, 2025; discussion and possible action.

Action:

Appoint Dayne Lewis to the Plumas County Planning Commission, for a 4-year term, representing District 4; effective March 4, 2025; discussion and possible action.

Fiscal Impact:

No General Fund Impact, appointment only.

Attachments:

1. Planning Commission LOA Lewis, Dayne 2025



OFFICE OF THE
**BOARD OF
SUPERVISORS**
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone: (530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTRICT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR
ALLEN HISKEY
CLERK OF THE BOARD

March 4, 2025

Dayne Lewis
42331 Highway 70
Quincy, CA 95971

RE: *Appointment to the Plumas County Planning Commission*

Dear Mr. Lewis,

On March 4, 2025, the Board of Supervisors appointed you to the Plumas County Planning Commission, representing District 4, for a term of 4 years effective March 4, 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,

Kevin Goss
Chair, Board of Supervisors
County of Plumas

cc: Planning Commission