



## **BOARD OF SUPERVISORS**

Vacant, 1<sup>st</sup> District  
Kevin Goss, Chair 2<sup>nd</sup> District  
Sharon Thrall, Vice Chair 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jeff Engel, 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF SEPTEMBER 1, 2020 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

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

### **Public Comment Opportunity/Written Comment**

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

10:00 A.M. **CALL TO ORDER/ROLL CALL**

**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. **PUBLIC HEALTH AGENCY** – Andrew Woodruff  
Report and update on COVID-19; receive report and discussion

2. **ALLIANCE FOR WORKFORCE DEVELOPMENT**  
Annual update on Job Seeker and Business Services for Program Year 2019-2020 [View Item](#)

3. **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**

Approve Board minutes for August, 2020

- B) SHERIFF**

- 1) Approve and authorize the Chair to sign contract, not to exceed \$20,000, between County of Plumas and Lake Almanor Towing for Sheriff's vehicle towing and recovery; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Sheriff to sign service agreement, between County of Plumas and Plumas District Hospital to assist with security for PDH staff at their facilities, subject to deputy availability; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign contract, not to exceed \$20,000, between County of Plumas and Ian Upton dba Universal Electric service and repairs of Sheriff's generators; approved as to form by County Counsel [View Item](#)

- C) FACILITY SERVICES**

- 1) Adopt **RESOLUTION** delegating authority to the Director of Facility Services to Conduct All Negotiations, Sign and Submit All Documentation, Including but not limited to Applications, Agreements, Amendments, and Payment Requests for Statewide Park Development and Community Revitalization Program Grant Funds (Prop 68 (OGALS)) [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, between County of Plumas and Indian Valley Riding & Roping Club, Inc. for use of the rodeo grounds in Taylorsville; approved as to form by County Counsel [View Item](#)

- D) ENVIRONMENTAL HEALTH**

Approve and authorize the Director of Environmental Health to sign Amendment No. 2020-089 to agreement for the FY 2020-2021 Unified Program Services between Plumas and Sierra Counties; approved as to form by County Counsel [View Item](#)

#### **4. DEPARTMENTAL MATTERS**

##### **A) FACILITY SERVICES – Kevin Correira**

Approve transfer of ownership for Quincy Biomass Facility, from Sierra Institute to County of Plumas, and authorize the Chair to sign all documents accordingly; discussion and possible action [View Item](#)

##### **B) PUBLIC WORK – Robert Perreault**

Approve and authorize the Chair to sign Water Main Easement Deed granting the American Valley Community Services District, a water line easement on county property (APN 119-160-58) to enable the extension of a water main located on Quincy-Gansner Field to the right-of-way of Spanish Creek Drive; discussion and possible action [View Item](#)

#### **5. BOARD OF SUPERVISORS**

- A. Approve and authorize the Chair to sign agreement, not to exceed \$25,000, between County of Plumas and Lynn Cottier for the purpose of providing Hearing Officer services under Chapter 9 of Title I of the Plumas County Code, abatement of unlawful marijuana cultivation; approved as to form by County Counsel [View Item](#)
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

##### **BEHAVIORAL HEALTH COMMISSION**

Appoint Lisa Tobe to the Behavioral Health Commission, as recommended

##### **PUBLIC RISK INNOVATION, SOLUTION, AND MANAGEMENT (PRISM)**

Appoint Director and Alternate to the PRISM (CSAC-EIA) Board of Directors

##### **PLUMAS COUNTY PLANNING COMMISSION**

Appoint Harvey West to the Plumas County Planning Commission, representing District 5

#### **6. COUNTY ADMINISTRATIVE OFFICE – Gabriel Hydrick**

- A. Report and update by Gabriel Hydrick, County Administrator on the FY 2020-2021 Budget; discussion and possible action regarding various county departments and programs
- B. Presentation of Plumas County Plan for Allocation of Coronavirus Relief Fund (CARES ACT); discussion and possible action [View Item](#)

## **6. CLOSED SESSION**

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

- A. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding Plumas County Properties, Assessor's Parcel Nos. 117-350-43; 117-350-44; 117-350-46; 117-350-47; 117-350-48; 117-350-49; 117-350-50; 116-310-01; 117-140-26
- B. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- D. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- E. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code §54956.9 (County of Butte and County of Plumas v. Department of Water Resources and State Water Contractors, Inc., Court of Appeal, Third Appellate District, Case No. C071785)
- F. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- H. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- J. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

### **ADJOURNMENT**

Adjourn meeting to Tuesday, September 8, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California



**Alliance For  
Workforce Development, Inc.**  
*Providing pathways to success*

Serving Butte, Lassen, Modoc, Nevada, Plumas and Sierra Counties

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**Alliance for Workforce  
Development, Inc.**  
**Operations & Program Highlights**  
**in Plumas County**

**Program Year 2019 - 2020**

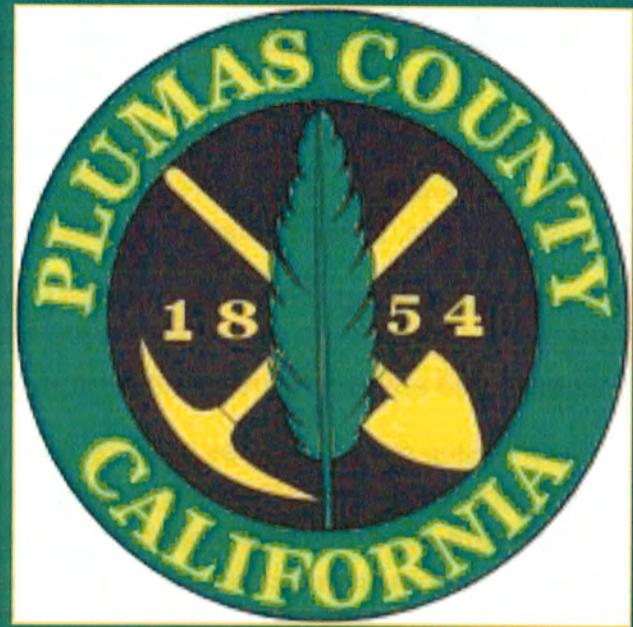
**Presented by:**

**Valerie Bourque**

**Business Service Representative**

**[vbourque@ncen.org](mailto:vbourque@ncen.org)**

**(530) 283-1606**



## Purpose:

We are pleased to update the Board on the Program Year 2019-2020 activities at the Alliance for Workforce Development Plumas County One-Stop in Quincy. Alliance for Workforce Development is Plumas County's America's Job Center of California (AJCC) provider.

Our mission is to provide businesses and workers a common point of access for employment, recruiting, training, consultation, and other workforce services. AFWD provides federal and state Workforce Innovation & Opportunity Act (WIOA) programs to Adults, Youth, Dislocated Workers, and Veterans. Our WIOA services also provide crucial recruiting, upskilling and workforce investment resources to Plumas County businesses.



## Overview:

AFWD is one of four service providers for the Northern Rural Training & Employment Consortium (NoRTEC). We provide workforce development programs and services in six of NoRTEC's 11 counties: Butte, Lassen, Modoc, Nevada, Plumas and Sierra.

As an America's Job Center of California (AJCC) One-Stop, we maintain a "business first" philosophy, as embraced by NoRTEC and WIOA legislation. This means we emphasize business outreach and employers are at the forefront of our service delivery model.

The One-Stop model provides businesses and job seekers a single access point; ensuring that employers find the most qualified candidates, and workers obtain sustainable, long term employment. All of our efforts are tied to enhancing workforce development, promoting economic vitality, and fostering a stable and prosperous business community in Plumas County.

We would like to thank Supervisor Thrall who continues to represent Plumas County on the NoRTEC Governing Board.

# Employment Numbers at a Glance



## July, 2020



Plumas County

11.4%



California

13.7%



United States

10.2%

### Discussion:

In February of 2020 Plumas County, the State of California, and the United States were experiencing a period of record-low unemployment. As of **February 2020**, Plumas County unemployment was **11.0%**, California unemployment was **4.3%**, and the National rate was **3.5%**.

Not surprisingly, the COVID-19 pandemic has upset the labor market in ways both predictable and surprising. As of July, the Plumas County unemployment rate is **11.4%**, while the State and National rates are **13.7%** and **10.2%** respectively. However, these rates are calculated using Unemployment Benefit claims, which are currently augmented by the **Pandemic Unemployment Assistance program (PUA)**. They likely do not provide a true “snapshot” of the Plumas County labor market.

Our observation of the Plumas County job market shows a large number of openings. However many employers report difficulty in filling these positions, despite high unemployment rates. Our analysis finds that many unemployed individuals are choosing to remain on unemployment in light of health concerns, and the relatively large weekly PUA benefit amounts. However we predict many will return to the job market, once the PUA program becomes non-existent.

**Program Highlights:** AFWD provides four branches of services in Plumas County: **Adult & Dislocated Workers, Youth Programs, and Business Services.** Our broad range of employment services are tailored to individuals from all skill levels and backgrounds, from entry-level to skilled technical and management. This diversity provides Plumas County employers in all sectors with a labor pool for all hiring needs.

**Adult & Dislocated Worker Programs:** AFWD Career Center Advisors support individuals through skill assessments and career exploration. We assist Adults in need of classroom training to obtain sustainable employment by supporting them in vocational programs that will lead to local, upwardly mobile jobs. In Program Year 2019-2020 we provided **2 Plumas County Residents with training funds**, which included fees & tuition, and assistance with supplies materials for classes. **Twelve clients** were provided job search assistance, interviewing assistance, and employer position leads.

**Youth Programs:** Youth Career Center Advisors serve individuals ages 17 - 24 years who have barriers to employment. Youth clients are provided with individualized training and employment plans and assistance with a variety of workplace readiness factors. The AFWD Youth Program helps clients obtain high school diplomas and GED's, navigate exit from foster care and youth detention, and obtain real-world skills such as household budgeting and job market exploration. **In Program Year 2019-2020, AFWD assisted 5 Youth Clients** in career readiness, job placement, and supportive services in Plumas County.

**Business Services:** AFWD Business Service Representatives maintain constant contact with the Plumas County business community to keep abreast of hiring needs, employment trends, and economic conditions. BSR's also work closely with our partners in the government, nonprofit, and advocacy sectors (local Chambers and Professional Groups) in order to develop contacts and find ways to align services. In Program Year 2019-2020, Plumas County Business Service Staff engaged **120 individual businesses**, and attended **over 35 sector engagement, hiring, or economic development events**. Business Service Representatives provided **5 On the Job Training placements** to Plumas County employers, reflecting over **\$40,714 in reimbursed wages**.

**Other One Stop Services:** AFWD provides a holistic set of services for employers and job seekers. In Program Year 2019-2020 we hosted workshops on topics such as **"Interviews", "Job Search Skills", "Resume Writing", and "21st Century Job Skills"**. In the wake of COVID-19, AFWD has implemented a **Virtual Workshop** model beginning **July 2020**. These live, interactive workshops are hosted on Zoom twice each month. In addition to providing a safe way for job seekers to gain valuable information, this online model provides a platform for hundreds of individuals to attend our workshops at once.



# WIOA SERVICES

Plumas County Customers Served:

**1,613**

Job Search • Resume Assistance • Skills Testing • Classroom Training •  
Career Exploration • On-the-Job Training (OJT)

Unique Plumas County Businesses Served:

**120**

Recruiting • Job Fairs • Labor Market Data • HR Consultation • Access to Untapped  
Labor Pools • Rapid Response • OJT Training • 905 Individual Business Services

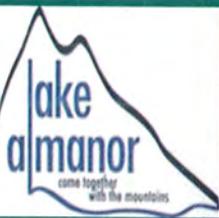
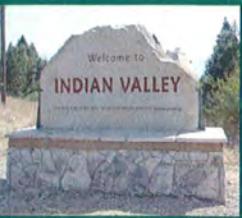
WIOA Funding Allocated to Plumas County Employers:

**\$40,714**

Wage reimbursements provided directly to employers who hire OJT Participants

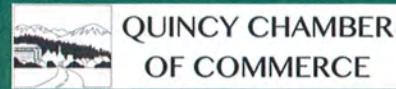
From July 1, 2019 to June 30, 2020, AFWD served **1,613 customers** in our One Stop Office. Support was provided to **120 unique businesses** with recruiting, retention, training, and HR support; labor market data and analysis; strategic planning for sector growth; and a variety of other services. We reimbursed **\$40,714 in wages** back to employers using **WIOA On-The-Job-Training funds**. This vital funding allows Plumas County Employers to utilize the local labor pool by providing support to train and upskill local job seekers.

# Responding to Community Needs



**COVID-19 Economic Update for Plumas County**  
**April 23, 2020 - Webinar**  
Sponsored by:  
Alliance for Workforce Development (AFWD)

**Presented by:** Robert Eyer, PhD  
President, Economic Forensics and Analytics  
Professor, Economics, Sonoma State University  
eyer@econforensics.com



The COVID-19 Pandemic has fundamentally changed the workforce needs of the Nation, the State, and Plumas County. AFWD has responded by collaborating with county agencies and other partners to assist local businesses and workers. In May, we partnered with the **Department of Employment & Social Services** to provide relief information to workers with our **Rapid Response Webinar**. Our **COVID-19 Disaster Grant** has provided support to Plumas county residences assisting with varying needs such as rent, utilities, etc.

Since April, we have been staffing dedicated phone and email lines for businesses and workers to get COVID-19 information and referral to local resources.

In May, We were honored to host economist **Dr. Robert Eyer** for a webinar focused on giving the Plumas County Business Community an informed perspective on the local economic forecast. This webinar, as well as a recording of our **Rapid Response Webinar**, and a **Resource Guide** for businesses and workers impacted by COVID-19 can now be found on our website, [www.afwd.org](http://www.afwd.org)



Plumas County  
Virtual Layoff Assistance

You are invited to a Zoom webinar!  
When: May 5, 2020 9:00 AM

Register in advance to gain useful information about Unemployment Insurance, Community Resources and Employment Opportunities

[Click Here to Register!](#)



**Alliance For  
Workforce Development, Inc.**  
Providing pathways to success

## COVID-19 Resources

[Resources for Job Seekers](#) | [Resources for Employers](#) | [Economic Update Webinar Series](#) | [Layoff Assistance Webinar Series](#) | [COVID-19 Blog](#)

Alliance for Workforce Development Locations

**Butte County**  
(800) 961-5376  
Individuals: [covid19customer@pccen.org](mailto:covid19customer@pccen.org)  
Employers: [covid19employer@pccen.org](mailto:covid19employer@pccen.org)

**Nevada County**  
(530) 265-2000  
Individuals: [covid19customer@pccen.org](mailto:covid19customer@pccen.org)  
Employers: [covid19employer@pccen.org](mailto:covid19employer@pccen.org)

**Lassen County**  
(800) 261-5670  
Individuals: [covid19customer@pccen.org](mailto:covid19customer@pccen.org)  
Employers: [covid19employer@pccen.org](mailto:covid19employer@pccen.org)

**Plumas County**  
(530) 283-3626  
Individuals: [covid19customer@pccen.org](mailto:covid19customer@pccen.org)  
Employers: [covid19employer@pccen.org](mailto:covid19employer@pccen.org)

**Modoc County**  
(800) 233-4867  
Individuals: [covid19customer@pccen.org](mailto:covid19customer@pccen.org)  
Employers: [covid19employer@pccen.org](mailto:covid19employer@pccen.org)

**Sierra County**  
(530) 994-3449  
Individuals: [covid19customer@pccen.org](mailto:covid19customer@pccen.org)  
Employers: [covid19employer@pccen.org](mailto:covid19employer@pccen.org)

Butte County Lassen County Modoc County



Alliance For  
Workforce Development, Inc.

Nevada County Plumas County Sierra County

"Helping Californians Get Back To Work!"

# Conclusion & Looking Ahead

As Plumas County's America's Job Center of California, Alliance for Workforce Development's mission is to enhance economic vitality by creating a skilled, job-ready workforce, and a stable, prosperous business community throughout Plumas County. We appreciate our partners in the education, public, and private sectors who help make our mission possible.

As Plumas County residents and businesses navigate the COVID-19 pandemic, we will continue to develop dynamic solutions to workforce and employment issues. We continue to expand and refine our online capabilities with tools like:

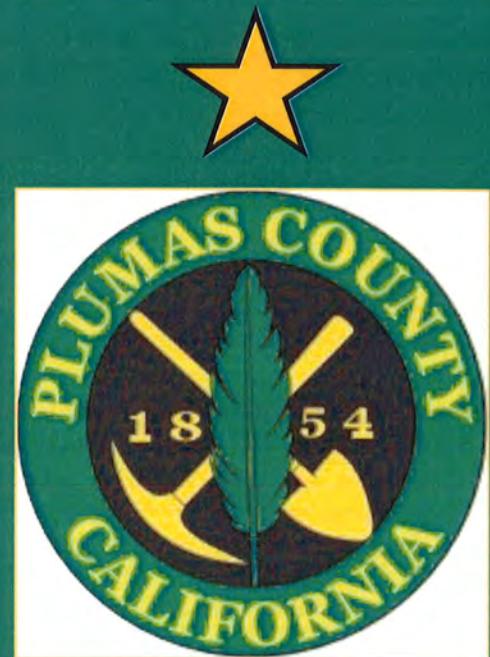
- ◆ **Virtual Workshops and Webinars**
- ◆ **Effective online recruitment through CalJOBS and [Northstatejobs.com/afwd](http://Northstatejobs.com/afwd)**
- ◆ **Social Media engagement with the community on Facebook, LinkedIn, Twitter, and Instagram**
- ◆ **Live assistance for job seekers and businesses on our website chat feature at [www.afwd.org](http://www.afwd.org)**

We continue to advocate on behalf of Plumas County, in order to provide ongoing OJT training assistance for employers, vocational and classroom upskilling for workers, and Temporary Job Creation programs designed to mitigate the effects of COVID-19, while charging the local economy with wages.

We thank the Board for providing us the opportunity to present today, and thank Plumas County for partnering with us in creating *pathways to success*.

For more information on AFWD activities please visit [www.afwd.org](http://www.afwd.org) and click "CC Reports". Here you will find highlights of our work in the community. If you have any questions, please contact me at (530) 283-1606 or [vbourque@ncen.org](mailto:vbourque@ncen.org)

Valerie Bourque  
Business Services Representative





# Office of the Sheriff

## Office of Emergency Services

3B.1

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** August 12, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns

**RE:** Agenda Items for the meeting of September 8, 2020

**It is recommended that the Board:**

Approve and sign contract #PCSO00037 between the Plumas County Sheriff's Office (PCSO) and Lake Almanor Towing, in the amount of \$20,000.

**Background and Discussion:**

The term of this contract is 10/01/20 – 09/30/21. This purpose of this agreement with Lake Almanor Towing is to provide service to the Sheriff's vehicle towing & recovery.

Agreement has been approved as to form by County Counsel.

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and BRIAN T. PHILLIPS, an individual, doing business as Lake Almanor Towing (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 (the "Work").
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and 00/100 (\$20,000.00).
3. **Term.** The term of this agreement shall be from October 1, 2020 through September 30, 2021, 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. **Labor and Materials.** Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

7. **Warranty and Legal Compliance.** The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall 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 thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

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

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

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

COUNTY INITIALS

CONTRACTOR INITIALS

to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

\_\_\_\_\_ COUNTY INITIALS

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Sheriff's Department  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Roni Towery

Contractor:

Lake Almanor Towing  
PO Box 891  
Chester, CA 96020  
Attention: Brian Phillips

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. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

26. Retention of Records. 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.

COUNTY INITIALS

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

CONTRACTOR:

Brian T. Phillips, an individual,  
doing business as Lake  
Almanor Towing

COUNTY:

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

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

Name: Todd Johns

Title: Sheriff

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

Name: Kevin Goss

Title: Board of Supervisor, Chair

Approved as to form:

Plumas County Counsel

By:  8/16/2022  
Gretchen Stuhr

\_\_\_\_\_ COUNTY INITIALS

**EXHIBIT A**

**Scope of Work**

1. Provide the following towing and automotive repair services on an as-needed basis upon request of the County:
  - a. Towing of vehicles.
  - b. Sale and installation of new tires.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

**EXHIBIT B**

**Fee Schedule**

1. Tires shall be charged at the “net state price”.
2. Towing services shall be charged in accordance with the rate sheet attached hereto as Exhibit B-1.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County’s authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County’s sole satisfaction.

**Exhibit B-1**

Towing Rate Sheet

\_\_\_\_\_COUNTY INITIALS

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

Susanville Towing  
P.O. Box 1327  
2955 Johnstonville Rd  
Susanville, CA 96130  
(530) 257-5114 - phone  
(530) 257-7185 - fax

Lake Almanor Towing  
P.O. Box 891  
333 Main St  
Chester, CA 96020  
(530) 258-3062 - phone  
(530) 258-3065 - fax

Doyle Towing  
P.O. Box 281  
436-610 Susan Dr  
Doyle, CA 96109  
(530) 827-2617 - phone  
(530) 827-3618 - fax

## As of July 2019

### Class A Tow Rates:

Cars and Trucks 10,000 GVW and under.

Basic Tow Rates:	\$150.00
Basic Road Service Rate:	\$125.00
Extra Time at Scene: (after 15 minutes)	\$300.00 per hour
Extra Miles: (after 5 miles)	\$8.00
Dolly Tow: (extra hourly charge)	\$300.00
Drop Drive Line: (extra hourly charge)	\$300.00
Recover/Accident/Impound:	\$300.00
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	\$150.00

### Class B Tow Rates:

Vehicles 10,001-26,000 GVW

Basic Tow Rates: (Minimum 1 hour)	\$275.00 per hour
Recovery/Accident/Impound:	\$350.00 per hour
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm-before 8am and Sunday's)	\$150.00

### Class C Tow Rates:

Vehicles 26,001 + GVW

Basic Tow Rates: (Minimum 1 hour)	\$300.00 per hour
Recovery/Accident/Impound:	\$400.00 per hour
Storage: (per unit-per day)	\$60.00
Opening Fee: (Mon-Sat after 5pm- before 8am and Sunday's)	\$150.00

### Service Trucks:

Basic Service Call:	\$150.00 per hour
Pilot Car:	\$75.00 per hour
Traffic Control:	\$75.00 per hour
Helpers:	\$75.00 per hour

### Flat Rates Light Duty

Susanville to Reno:	\$600.00
Susanville to Redding:	\$800.00
Susanville to Chico:	\$700.00
Doyle to Reno:	\$400.00
Chester to Chico:	\$500.00



# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

3B.2.

## Memorandum

**DATE:** August 19, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of September 1, 2020

**It is recommended that the Board:**

Approve and authorize the Sheriff to sign a service agreement to provide security services with Plumas District Hospital.

**Background and Discussion:**

The purpose of this agreement is to allow Plumas District Hospital (PDH) to request the Sheriff's Office assistance by providing a deputy or deputies (as necessary) to assist with security for PDH staff at their facilities in relation to an individual as described by Welfare & Institutions Code 5150, subject to deputy availability.

Security will continue as long as the deputy is available and until no longer required by PDH staff or after the individual has been released from PDH. The Sheriff's Office has the discretion to determine staff availability to perform services under this agreement.

PDH will reimburse the county for the cost of the services provided.

Agreement has been approved as to form by County Counsel.

## SERVICES AGREEMENT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Plumas District Hospital, a political subdivision of the State of California (hereinafter referred to as "PDH").

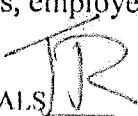
The parties agree as follows:

1. Scope of Work. County shall provide PDH with services as set forth in Exhibit A, attached hereto.
2. Compensation. PDH shall pay County for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto.
3. Term. The term of this agreement shall be from September 1, 2020 through August 31, 2021 and renewable thereafter by mutual agreement between County and PDH, 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, PDH shall have no liability to pay any further funds whatsoever to County or furnish any other consideration under this Agreement and County 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, PDH shall have the option to either cancel this Agreement with no further liability incurring to the PDH, or offer an amendment to County 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. County acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
7. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and PDH shall defend and indemnify County and its officers, agents, employees, and

COUNTY INITIALS

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PDH INITIALS



volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, liens, 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 County 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. PDH 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 gross negligence or willful misconduct of County Parties.

8. Insurance. PDH 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. 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 PDH, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of PDH'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. PDH'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 PDH's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The

COUNTY INITIALS

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PDH INITIALS

primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

- vi. To the extent that PDH 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.

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

If requested by County in writing, PDH 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. PDH shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and PDH shall verify subcontractor's compliance.

9. Relationship of Parties. PDH, 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, PDH has no authority or responsibility to exercise any rights or power vested in County. It is understood by both PDH and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
10. Assignment. County may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the PDH.
11. Non-discrimination. Both County and PDH agree 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.
12. Choice of Law. The laws of the State of California shall govern this agreement.
13. 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.
14. 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.

COUNTY INITIALS

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PDH INITIALS 

15. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
16. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
17. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
18. 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. Each party 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 either party, then either party may immediately terminate this Agreement by giving written notice to the other party to this Agreement.
19. 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:

Office of the Sheriff  
County of Plumas  
1401 E. Main Street  
Quincy, CA 95971  
Attention: Roni Towery, Fiscal Officer

PDH:

Chief Executive Officer (CEO)  
1065 Bucks Lake Road  
Quincy, CA 95971  
Attention: Zoe Stancer, Safety Officer

20. 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.
21. Contract Execution. Each individual executing this Agreement on behalf of PDH represents that he or she is fully authorized to execute and deliver this Agreement.

\_\_\_\_\_ COUNTY INITIALS

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PDH INITIALS



22. 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.

23. 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.

**PLUMAS DISTRICT HOSPITAL,  
A POLITICAL SUBDIVISION OF  
THE STATE OF CALIFORNIA**

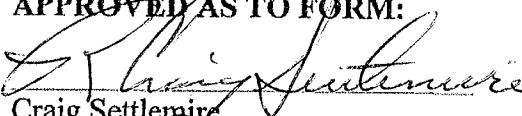
By:   
Name: JODEE READ  
Title: CEO  
Date signed: 8/17/2020

**COUNTY:**

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

By: \_\_\_\_\_  
Name: TODD JOHNS  
Title: SHERIFF-CORONER  
Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
Craig Settemire  
Deputy Plumas County Counsel 8/18/2020

COUNTY INITIALS

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PDH INITIALS 

## EXHIBIT A

### Scope of Work

#### Plumas County Sheriff's Office Responsibilities:

1. When requested by PDH and subject to deputy availability, the Plumas County Sheriff's Office (PCSO) shall dispatch a sheriff deputy or deputies (as necessary) to provide security to PDH staff at PDH facilities located at 1065 Buck Lakes Road, Quincy, CA 95971 related to an individual as described by Welfare and Institutions Code Section 5150.

Such security will continue as long as a deputy is available and until no longer required by PDH staff or after the individual has been released from PDH. The Plumas County Sheriff's Office has the sole and absolute discretion to determine deputy sheriff availability to perform services under this Agreement.

2. Deputies shall exercise peace officer powers as authorized by California law at all times while providing the services pursuant to this agreement.
3. Deputies shall perform the service pursuant to this Agreement in accordance with Plumas County Sheriff's Office policy and training protocol. In the event of a conflict between Plumas County Sheriff's Office policy and training protocol and PDH's operational protocol while the services are being provided, County's protocol shall be controlling. To the extent that County may be requested to comply with PDH's operational protocol, the deputies will make a good faith effort to comply to the extent possible and deemed appropriate by the deputies.

#### Plumas District Hospital Responsibilities:

1. PDH will designate PDH representative(s) who are authorized to request the services of PCSO under this Agreement.
2. PDH shall render any and all assistance to County necessary for County to perform services pursuant this Agreement.

COUNTY INITIALS

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PDH INITIALS



**EXHIBIT B**

**Fee Schedule**

PDH shall fully reimburse County for time incurred by County's personnel related to the services together with any related costs. "Time" includes the salary (including overtime rate, if incurred), benefits, payroll taxes, and other charges for County's personnel so as to represent the "fully-loaded" rate of such personnel to County. "Costs" include, but are not limited to, meals, vehicle mileage at the current IRS standard mileage rate, together with "overhead" as determined by County's cost plan. County shall submit an invoice within one (1) month to PDH after any services pursuant to this Agreement are provided with copies or receipts or other records evidencing costs incurred. PDH shall pay each invoice within twenty (2) days of presentation.

COUNTY INITIALS

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PDH INITIALS





# Office of the Sheriff

## Office of Emergency Services

3B3

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** August 18, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of September 1, 2020

**It is recommended that the Board:**

Approve and sign contract #PCSO00171 between the Plumas County Sheriff's Office (PCSO) and Ian Upton dba Universal Electric, in the amount of \$20,000.

**Background and Discussion:**

The term of this contract is 9/01/20 – 08/31/21. This purpose of this agreement with Ian Upton dba Universal Electric is to provide installation, maintenance, service and repair to the Sheriff's Office generators.

Agreement has been approved as to form by County Counsel.

**Services Agreement**

This Agreement is made this 1st day of September, 2020, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Ian Upton dba as Universal Electric, a Sole proprietorship (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 (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and No/100 (\$20,000.00).
3. Term. The term of this agreement shall be from September 1, 2020 through August 31, 2021, 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. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this

Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

coverage (including non-owned automobiles) shall meet the following requirements:

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

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

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

COUNTY INITIALS

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. License No. 840585
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to

\_\_\_\_\_ COUNTY INITIALS

conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Sheriff's Department  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Roni Towery

Contractor:

Universal Electric  
509 Main Street, PO Box 872  
Chester, CA 96021  
Attention: Ian Upton

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
25. Retention of Records. 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.

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

CONTRACTOR:

Ian Upton dba Universal Electric,  
a Sole proprietorship

COUNTY:

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

By: \_\_\_\_\_  
Name: Ian Upton  
Title: Owner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Kevin Goss  
Title: Board of Supervisor, Chair

Approved as to form:

Plumas County Counsel

By:  8/14/2020

\_\_\_\_\_ COUNTY INITIALS

## **EXHIBIT A**

### **Scope of Work**

1. Provide general generator, transfer switch and electrical installation and repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Generator installation.
  - b. Transfer switch installation.
  - c. Electrical installation.
  - d. Lube, oil and filter changes (LOF).
  - e. Generator inspection
  - f. Generator, transfer switch and electrical repair.
  - g. Diagnostics, including generator operability and mechanical repairs.
  - h. Maintenance
2. All Work shall be provided in accordance with industry standards for high-quality generator and electric installation and repairs.

**EXHIBIT B**

## Fee Schedule

1. Labor shall be charged at \$85.00 per hour.
2. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
3. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

COUNTY INITIALS

**CONTRACTOR INITIALS**



3c1

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Kevin Correira  
Director

Board Meeting: September 1, 2020

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize board members to sign a Resolution between the County and the State of California "Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds"

---

### Background

The state of California has Proposition 68 grant funds ready to be dispersed and Plumas County has been awarded \$400,000 dollars called Statewide Park Development and Community Revitalization Program Grant Funds. The first stage in the application process is to get the resolution passed to authorize the Facility Services Director to have the authority to sign and submit all documents, and conduct all negotiations required for this grant.

### Recommendation

Approve and Authorize Facility Services Director to be named as the person in the resolution that will be authorized to sign all documents and conduct all negotiations on behalf of the County for this Community Revitalization grant.

**Resolution No. 20-**

**RESOLUTION OF THE Board of Supervisors of Plumas County**  
**Approving the Application for**  
**STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM**  
**GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors hereby:  
**APPROVES THE FILING OF AN APPLICATION FOR THE COUNTY PARK RESTORATION PROJECTS; AND**

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Plumas County Facility Services Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the 1<sup>st</sup> day of September, 2020

I, the undersigned, hereby certify that the foregoing Resolution Number █ was duly adopted by the Plumas County Board of Supervisors following a roll call vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Kevin Goss Board Chairman

Attest: \_\_\_\_\_ Nancy DaForno Board Clerk



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



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

3c2

DATE: September 1, 2020

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign a lease agreement between the County of Plumas and the Indian Valley Riding and Roping Club, Inc.

### **Recommendation**

Approve and authorize Board Chair to sign a lease agreement between the County of Plumas and the Indian Valley Riding and Roping Club, Inc.

### **Background and Discussion**

The Indian Valley Riding and Roping Club, Inc. is a non-profit organization based in Taylorsville CA. The club has been utilizing the rodeo grounds in Taylorsville for many years and hosts the Silver Buckle Rodeo at the rodeo grounds the first week in July every year (with exception to this past July). They also host many other events, including the Junior Rodeo, throughout the summer months.

This lease basically extends the lease period to the club granted by Plumas County in years past. The lease is a zero-dollar lease but also states that the club is responsible for all utility costs, taxes, upkeep, etc. The lease is also a 5-year lease beginning October 1, 2020 and extending until September 30, 2025. This 5-year term is being requested so as not to have to address the lease on an annual basis as well as following suit with the previous leases involving the rodeo grounds and the Riding and Roping Club.

A copy of the contract is on file with the Clerk of the Board.



# Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

3D

**Date:** August 18, 2020

**To:** Honorable Board of Supervisors

**From:** Jerry Sipe

**Agenda:** Consent Agenda for September 1, 2020

**Recommendation:** Approve Amendment Number 2020-089 to the Agreement for the Unified Program Services between Plumas and Sierra Counties for the Fiscal Year 2020-21 and authorize the Environmental Health Director to sign as the Board's designee.

**Background and Discussion:** Sierra County has a longstanding agreement with Plumas for Environmental Health to provide Unified Hazardous Materials Program Services (CUPA program) to Sierra. Amendment 2020-089 specifies that Plumas will continue providing services in the underground storage tank element of the CUPA program, as well as providing consultation, assistance, training and other program services as requested. This amendment only changes the total amount of the agreement. In FY 2020-21, revenue to Environmental Health will not exceed \$10,125.

The attached amendment has been reviewed and approved to form by both Sierra and Plumas County Counsels. At this time the Board is asked to approve Amendment 2020-089 for Unified Program Services between Plumas and Sierra Counties for Fiscal year 2020-21 and authorize the Environmental Health Director to sign as the Board's designee.

If you have any questions, please contact me at 283-6367.

Thank you.

enclosure

August 4, 2020

AGREEMENT NO. 2020-089

(Amendment to Agreement No. 2005-153, 2008-125, 2011-062, 2018-045, 2020-012)

AMENDMENT  
To  
AGREEMENT FOR  
PROFESSIONAL SERVICES

The following is an amendment to that certain Agreement No. 2005-153 ("Agreement"), Amendment 2008-125 and Amendment 2011-062, Amendment 2018-045. Amendment 2020-012 with an effective date of July 1, 2020, by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY") and the County of Plumas ("the CONTRACTOR").

1. ARTICLE IV. TERM LIMITATION The Agreement is hereby amended to read:  
C. The total amount to be paid by SIERRA to PLUMAS for Unified Program services pursuant to this Agreement shall not exceed \$10,125. PLUMAS will bill SIERRA quarterly with a detailed itemized invoice for services provided and payment will be made by SIERRA within thirty days of receipt and approval of invoice.
2. SCOPE OF WORK The Agreement amended to add to paragraph 2:  
Specifically Plumas, in cooperation with Sierra, shall inspect, investigate, and enforce hazardous materials and hazardous waste handling and storage facilities to verify compliance with the state and local minimum standards for the protection of public health and the environment. Plumas shall implement all of the following.
3. Attached FY 2020-2021 Budget for Sierra County Contract for CUPA Services
4. All other terms and conditions of the Agreement and Amendments thereto are to remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF SIERRA

"CONTRACTOR"

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JIM BEARD  
Chairman, Board of Supervisors

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DIRECTOR  
Plumas County Environmental Health

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
Clerk of the Board

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DAVID PRENTICE  
County Counsel

**FY 2020-2021 BUDGET**  
**Sierra County Contract for CUPA Services**

Hourly Charges for Personnel Salaries and Benefits and Indirect costs  
Hazardous Materials Specialist (75 hours at \$135.00 per hour) \$10,125  
Projected Program Costs – Total \$10,125

4A

## ACKNOWLEDGEMENT OF SATISFACTION AND CONCLUSION OF AGREEMENTS RELATING TO BIOMASS THERMAL ENERGY PROJECT

THIS "Acknowledgement of Satisfaction and Conclusion of Agreements" is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and SIERRA INSTITUTE FOR COMMUNITY AND THE ENVIRONMENT, a California non-profit corporation ("Sierra Institute"), hereinafter collectively referred to as "the Parties."

The Parties entered into the following agreements on August 1, 2017, with regard to a certain biomass-fired combined heat and power plant and district energy system (also known as the "Biomass CHP Installation") located at the Plumas County Health and Human Services building, 270 Hospital Lane, Quincy, California, that was funded, in part, by California Energy Commission Grant EPC-14-082 ("Grant") approved on July 12, 2015, and awarded to Sierra Institute:

- A. "Ownership Transfer Agreement."
- B. "Ground Lease."
- C. "Match Funding Agreement"
- D. "Thermal Energy Services Agreement."

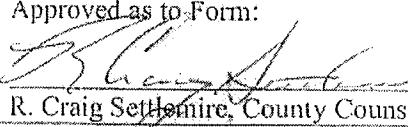
Since the Parties acknowledge that requirements for "Continued Successful Operation" as defined in the Ownership Transfer Agreement have been achieved, the Biomass CHP Installation is ready for transfer from Sierra Institute to the County and the above-referenced agreements are ready to be wound up and concluded. Accordingly, the Parties have approved and separately signed the following documents:

1. A "Bill of Sale" transferring the Biomass CHP Installation as provided in the Ownership Transfer Agreement effective September 1, 2020, and
2. An "Amendment of Lease" terminating the Ground Lease effective September 1, 2020.

The Parties further acknowledge all the terms of the above Match Funding Agreement and the Thermal Services Agreement have been satisfied by each of the Parties upon County's payment of Sierra Institute's closing statement in the amount of \$ \_\_\_\_.

Signatures:

<p>County of Plumas</p> <p>By _____</p> <p>Kevin Goss, Chair Plumas County Board of Supervisors</p> <p>Dated: September 1, 2020</p>	<p>Sierra Institute for Community and the Environment</p> <p>By _____</p> <p>Jonathan Kusel, Executive Director</p> <p>Dated: September 1, 2020</p>
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Approved as to Form:  R. Craig Settemire, County Counsel 3/20/2020	
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{S:\Contracts\Biomass Project\ACKNOWLEDGEMENT OF SATISFACTION AND CONCLUSION OF AGREEMENTS RELATING TO.docx}

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ('Amendment') is dated this 1st day of September, 2020

BETWEEN:

High Sierra Community Energy Development Corporation, a California qualified Subchapter S Corporation, and Sierra Institute for Community and the Environment, a California Non-profit Corporation

(collectively the 'Tenant')

-AND-

Plumas County, a political subdivision of the State of California  
(the 'Landlord')

**Background**

- A. The Landlord and the Tenant entered into the lease (the 'Lease') dated August 1<sup>st</sup>, 2017, for the premises (the 'Premises') located at 270 County Hospital Rd., Quincy, CA 95971 (APN 115-350-003-000).
- B. The terms of the Ownership Transfer Agreement (the 'OTA') by and between the parties dated August 1<sup>st</sup>, 2017 have been met and the Biomass CHP installation has been transferred to the County.
- C. The Landlord and the Tenant desire to amend the Lease on the terms and conditions set forth in this amendment to lease (the 'Agreement').
- D. This Agreement is the first amendment to the Lease.

IN CONSIDERATION OF the Landlord and Tenant agreeing to amend the existing Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

1. The Lease is amended as follows:
  - a. That the purposes of the Lease have been met and will be considered terminated effective with the closing date of the OTA on September 1<sup>st</sup>, 2020.
2. That all the improvements and fixtures made or installed by the Tenant under the Lease are thereby transferred to the Landlord.
3. That the following provisions of the Lease shall survive its termination (Sections 2.6, 6, 9.1, 13.1, 29.1, 32, 33, 34, 35 and 36).

IN WITNESS WHEREOF the Landlord and Tenant have executed this amendment to lease as of the date first above written.

Sierra Institute for Community and the Environment

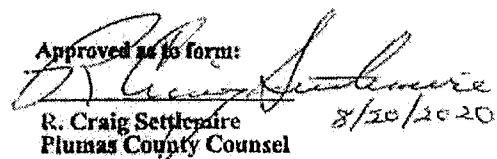


Johnathan Kusel, Executive Director

County of Plumas

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Kevin Goss, BOS Chairman



Approved as to form:  
R. Craig Settlemyre 8/20/2020  
Plumas County Counsel

## BILL OF SALE OF PERSONAL PROPERTY

**IN CONSIDERATION** of the County of Plumas of 520 Main Street, Quincy, CA 95971 (the 'Purchaser') providing \$0 USD (the 'Purchase Price'), as provided in the "Ownership Transfer Agreement" by and between the parties date of August 1, 2017 (in the OTA) the receipt and sufficiency of which consideration is hereby acknowledged to Sierra Institute for Community and the Environment of 4438 Main St., Taylorsville, CA 95983 (the 'Seller'), the Seller SELLS AND DELIVERS the Property to the Purchaser.

**PAYMENT METHOD:** Seller acknowledges receipt of the consideration

**PROPERTY:** The Seller will sell and deliver to the Purchaser the following personal property (the 'Property'): The "Biomass CHP installation" as defined in the OTA and as more particularly described in exhibit A attached.

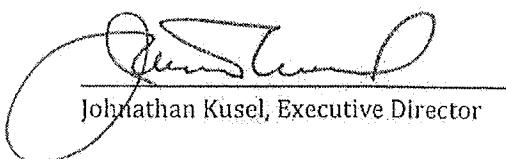
**WARRANTIES:** The Seller warrants that the Property is free of any liens and encumbrances and that the Seller is the legal owner of the Property. The Seller also warrants that the Seller has the full and right and authority to sell and deliver the Property and that the Seller will defend the title of the Property against any and all claims and demands.

The parties acknowledge that the condition of "Continued Successful Operations" as described in the OTA has been satisfied.

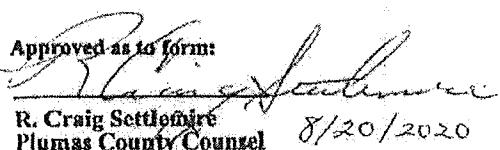
**GOVERNING LAW:** This Bill of Sale will be construed in accordance with and governed by the laws of the State of California.

**SIGNED, SEALED, AND DELIVERED**  
this 1<sup>st</sup> day of September, 2020

Sierra Institute for Community and the Environment  
(Seller)

  
Johnathan Kusel, Executive Director

County of Plumas  
(Purchaser)

  
Approved as to form:  
R. Craig Settlemyre  
Plumas County Counsel  
8/20/2020

Kevin Goss, BOS Chairman

### **"Exhibit A"**

**"Biomass CHP Installation"** The boiler building, all equipment contained herein, all thermal energy distribution piping related to the biomass CHP installation, all utility connections to within ten (10) feet of the boiler buildings foundation, all related equipment, and all alterations, additions and attachments thereof, on Plumas County Property. The Biomass CHP installation is a woody biomass-fired combined heat and power plant and district energy system that will serve buildings at the Plumas County Health and Human Services building, located in Plumas County, California.

Other items turned over include all related Documentation such as as-built plans, instructions, operating manuals, specifications and warranty certificates/documentation.

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

Robert A. Perreault Jr., P.E., Director John Mannie, P.E., Asst. Director Joe Blackwell, Deputy Director

4B



## AGENDA REQUEST

For the September 1, 2020 meeting of the Plumas County Board of Supervisors

Date: August 21, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

*Robert A. Perreault*

Subject: **Authorize the Chair of the Board of Supervisors to sign a Water Main Easement Deed granting the American Valley Community Services District (AVCSD) a Water Line Easement on County property (APN 119-160-58) to enable the extension of a water main located on Quincy Gansner Field, to the right of way of Spanish Creek Drive. Discussion and possible action.**

### Project Background:

American Valley CSD proposes to extend an existing water main located on County-owned property (Quincy Gansner Field) to AVCSD property located east of the airport. See attached Water Main Location Map. Improved water service is necessary for AVCSD to complete improvements and to operate their wastewater treatment facility.

The 20-foot wide easement will run north (for approximately 85 feet) from the terminus of the existing water main, to the right-of-way of Spanish Creek Drive, a maintained County Road. A portion of the water main will then run east, parallel to the paved roadway, within the existing County right-of-way, five feet from edge of pavement, to AVCSD property. Construction of the water main within the County's roadway right-of-way will be installed in compliance with an Encroachment Permit issued by the Department of Public Works, copy attached for reference. The segment of the new water main that is located within the roadway right-of-way does not require an easement.

Kevin Correira, the Airport Manager, has reviewed and approved the proposed water main easement location and determined it to be compatible with the Quincy Gansner Field Airport Master Plan.

Attached is a copy of the proposed Water Main Easement, approved as to form by County Counsel.

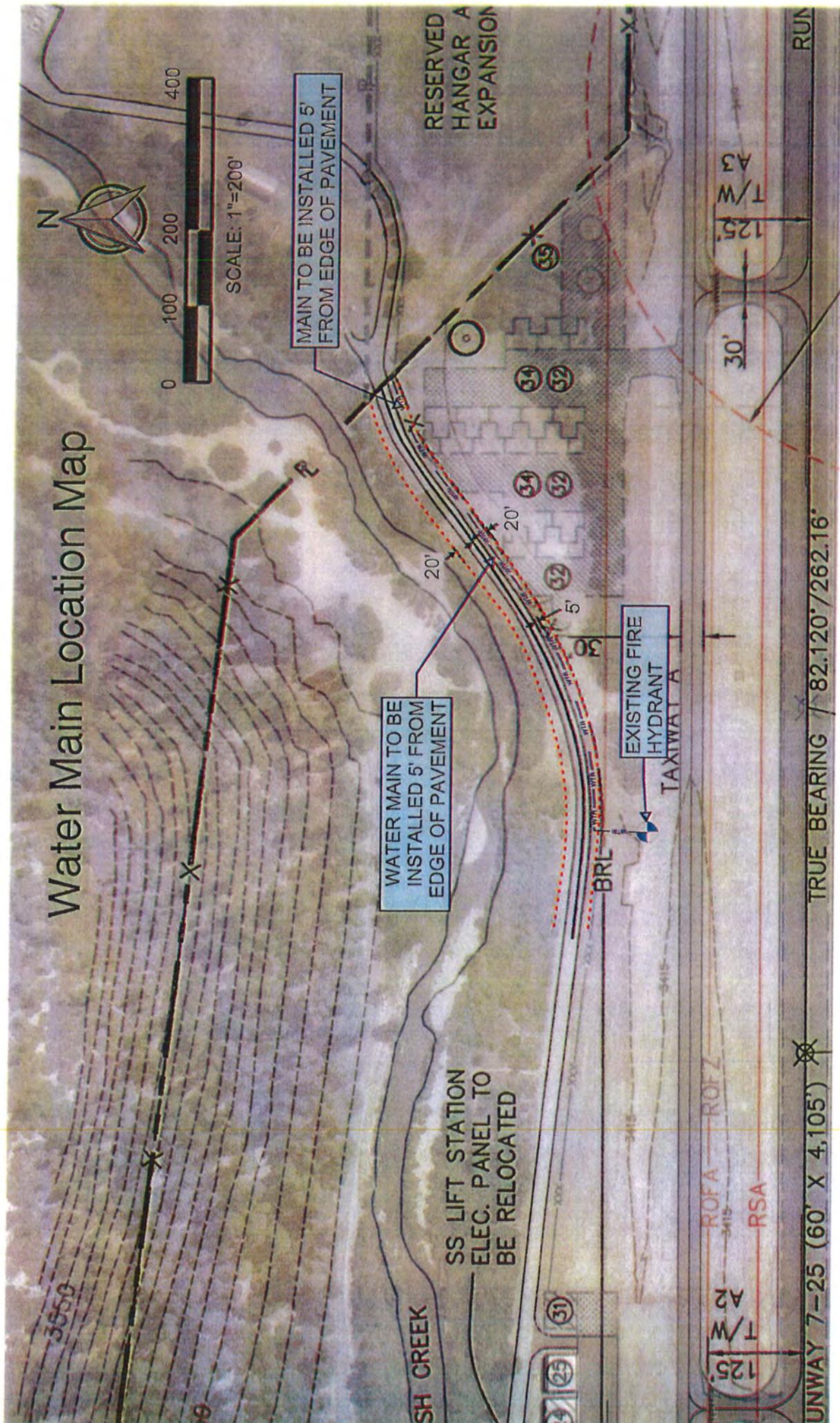
**Recommendation by Public Works:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to sign a Water Main Easement Deed granting the American Valley Community Services District (AVCSD) an easement allowing the extension of a water main located on Quincy Gansner Field, to the right of way of Spanish Creek Drive.

Attachments: Water Main Location Map

Encroachment Permit for Water Main located within County's roadway right-of-way  
Water Main Easement Deed

## Water Main Location Map



Recording Requested by:  
Plumas County Public Works

**WHEN RECORDED RETURN TO:**

American Valley Community Services District  
900 Spanish Creek Rd  
Quincy, CA 95971

Plumas County  
Clerk of the Board of Supervisors  
520 Main St #309  
Quincy, CA 95971

**NO FEE DOCUMENT**  
R&T 11922 government Agency Acquiring Title

**THIS SPACE FOR RECORDER'S USE ONLY**

**WATER MAIN EASEMENT DEED**  
**APN 015-160-058**

FOR VALUABLE CONSIDERATION, receipt so hereby acknowledged, PLUMAS COUNTY, a Political Subdivision of the State of California, OWNER of the parcel of real property, located along Spanish Creek Rd, Quincy, Plumas County, California, Assessors Parcel Numbers 015-160-058 DOES HEREBY GRANT to the AMERICAN VALLEY COMMUNITY SERVICES DISTRICT the following described real property situated in the COUNTY OF PLUMAS, more particularly described as follows:

**SEE EXHIBIT "A"- LEGAL DESCRIPTION AND EXHIBIT "B" – PLAT MAP ATTACHED HERETO  
AND MADE A PART HEREOF.**

GRANTOR understands that the present intention of the GRANTEE is to construct a new water main on the lands hereby conveyed as a Water Main Easement; for the installation and maintenance of this device together with any appurtenances pertaining thereto and other incidental purposes as deemed necessary by GRANTEE.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**GRANTOR: Plumas County**

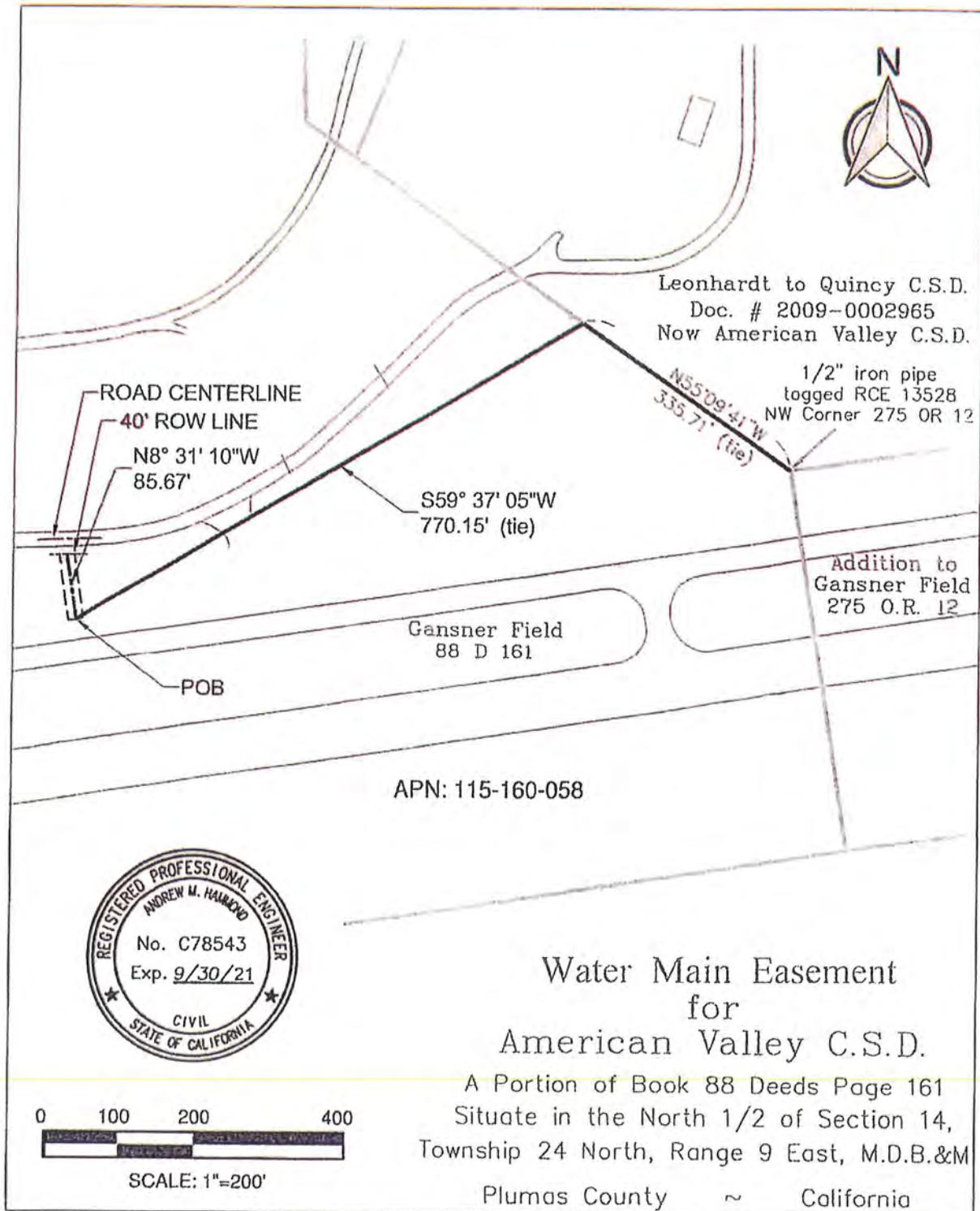
By: \_\_\_\_\_  
Responsible Manager

By: \_\_\_\_\_  
Other Manager (if required)

*R. Craig Settemire*  
Approved as to form:

R. Craig Settemire  
Plumas County Counsel

**EXHIBIT "B"**



## EXHIBIT "A"

### EASEMENT DESCRIPTION

All that certain real property being a portion of the parcel of land described in the deed dated December 31, 1947, recorded January 12, 1948, in Book 88 of Deeds at Page 161, Plumas County records, situate in the North 1/2 of Section 14, Township 24 North, Range 9 East, M.D.B.&M., in an unincorporated area of the County of Plumas, State of California, being more particularly described as follows:

An easement for water main purposes being a strip of land 20.00 feet in width lying 10.00 feet on each side of a centerline described as beginning at a point on the northeasterly boundary line of said parcel described in Book 88 of Deeds at Page 161 which bears N55°09'41"W 335.71 feet from an angle point in the easterly line of said parcel, said angle point also being the northwest corner of the parcel described in the deed dated July 26, 1977, recorded July 27, 1977, in Book 275 at Page 12, Plumas County Official Records, and marked with a 1/2" iron pipe tagged RCE 13528; thence S59°37'05"W 770.15 feet to the Point of Beginning. Thence, from said Point of Beginning, along said centerline, N08°31'10"W 85.67 feet to the southerly right-of-way line, the terminus of said centerline as shown on the attached sketch.

The sidelines of said easement shall be lengthened or shortened to terminate on said right-of-way line.

The Basis of Bearings of this description is identical to that shown on Book 15 of Record of Surveys at Page 46, Plumas County records.

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the Water Main Easement Deed dated \_\_\_\_\_ from the County of Plumas, a political subdivision of the State of California, to American Valley Community Services District, a political subdivision of the State of California to which this certificate is attached, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution of the governing board of said American Valley Community Services District adopted \_\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

American Valley Community Services District

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Denny Churchill  
President, Board of Directors

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California      }  
County of Plumas      }

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official signature

SIGNATURE \_\_\_\_\_

PLACE NOTARY SEAL ABOVE

5A

AGREEMENT BETWEEN  
THE COUNTY OF PLUMAS  
AND  
LYNN COTTIER

This agreement is entered into between the County of Plumas ("County") and Lynn Cottier ("Contractor") for the purpose of providing Hearing Officer services under Chapter 9 of Title 1 of the Plumas County Code.

**WHEREAS**, Plumas County Code section 1-9.09 prescribes an alternative procedure for abatement of unlawful marijuana cultivation; and

**WHEREAS**, Plumas County Code section 1-9.09, subdivision (c) provides that:

"In order to hear cases brought by the enforcing officer under this section, the board of supervisors hereby establishes for such purpose the Office of County Hearing Officer pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Division 2 of Title 3 of the Government Code, to which Office the Board of Supervisors shall appoint one or more hearing examiners. Each such hearing examiner shall be an attorney at law having been admitted to practice before the courts of this state for at least five years. Hearing examiners shall be appointed for a period of not less than one year. In the event that the Board appoints more than one hearing examiner, each day of hearings required under this section shall be assigned to a hearing examiner based upon an alphabetical rotation. Hearing examiners shall have those powers set forth in sections 27721 and 27722 of the Government Code, including the power to conduct the hearing, the power to decide the matter under this section upon which a hearing has been held, the power to make findings of fact and conclusions of law required for the decision, the power to issue subpoenas at the request of a party of interest, the power to receive evidence, the power to administer oaths, the power to rule on questions of law and the admissibility of evidence, the power to continue the hearing from time to time, and the power to prepare a record of the proceedings."; and

**WHEREAS**, Plumas County Code section 1-9.09, subdivision (d) provides that:

"Pursuant to Government Code sections 25845, subdivision (j) and 27721, subdivision (A), the Hearing Officer shall hold an administrative hearing to determine whether the conditions existing on the property subject to the notice constitute a nuisance under this chapter, or whether there is any other good cause why those conditions should not be abated. This hearing shall be held no less than five calendar days after service of the notice."

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall serve as Hearing Officer appointed pursuant Section 1-9.09 of the Plumas County Code, and shall exercise all powers and duties set forth therein. Contractor shall hear and decide all matters assigned to them in accordance with that Section.

**2. RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this

### **3. COMPENSATION**

Contractor shall be paid an all-inclusive fee of \$90 per hour after satisfactorily completing the duties described in this Agreement. Contractor shall receive a minimum of two (2) hours compensation for each day of hearings conducted hereunder. Contractor shall be paid at the \$90 per hour rate for travel time from Red Bluff to Quincy and return to Red Bluff. The Maximum Compensation payable under this Agreement shall not exceed \$25,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

### **4. BILLING AND PAYMENT**

On or before the 15<sup>th</sup> of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

### **5. TERM OF AGREEMENT**

This agreement shall commence on September 1, 2020, and shall terminate October 31, 2021, unless terminated in accordance with section 6 below.

### **6. TERMINATION OF AGREEMENT**

If Contractor materially fails to fulfill in a timely and professional manner their obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement for good cause effective immediately upon the County giving written notice thereof to the Contractor. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. Notwithstanding the foregoing, either party may terminate this agreement by giving thirty (30) days written notice to the other party. County shall pay contractor for all work satisfactorily completed as of the date of any notice of termination.

### **7. ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

### **8. NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

### **9. EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent

employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

#### **10. RETIRED ANNUITANT STATUS**

Contractor acknowledges being subject to the employment restrictions of the Public Employees' Pension Reform Act and Public Employees' Retirement Law, and accepts full responsibility for any action(s) taken by CalPERS as a result of this agreement, if any. Contractor further releases any and all claims that Contractor may have against County as a result of entering into this agreement and specifically related to any enforcement action(s) taken by CalPERS for a violation of the Public Employees' Pension Reform Act or Public Employees' Retirement Law. In connection therewith, Contractor waives any rights provided by California Civil Code section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The parties agree to meet and confer in good faith regarding any necessary amendments to this Agreement in the event of any change to the law, regulations, or CalPERS guidance regarding performance of independent contractor services by retired annuitants, or any determination by CalPERS that the services provided hereunder do not qualify as independent contractor services that may be performed by a retired annuitant without restriction. If the parties cannot reach mutually satisfactory agreement on such amendments, either party may terminate this Agreement on thirty (30) days' notice.

#### **11. INDEMNIFICATION**

- A. Except as provided in Subsection (B), Contractor shall hold harmless, defend, and indemnify the County of Plumas, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Plumas) being damaged by the negligent acts, willful acts, or errors or omissions of Contractor, or any person employed by or under Contractor in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the County.
- B. Notwithstanding Subsection (A), if a claim or lawsuit is filed against Contractor arising from an official decision made by Contractor while acting in the capacity of Plumas County Hearing Officer, County agrees to defend and indemnify Contractor against, and will hold and save Contractor harmless from, any and all claims or liabilities that may be asserted arising out of or in connection with such official decision, to the same extent as if Contractor was a County employee, but nothing herein shall require County to indemnify Contractor for liability arising solely from their own negligence.

#### **12. INSURANCE**

#### Liability Insurance

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. This requirement may be met through any combination of liability and excess insurance.

#### Automobile Liability

Automobile liability insurance is required with minimum limits for bodily injury and property damage in accordance with California state law.

#### Excess Liability

Excess liability coverage following the provisions of the Liability and Automobile Liability insurance referred to above, in the amount of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate for each annual policy period.

A certificate of insurance shall be provided to the County upon request.

### **13. NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

### **14. GREEN PROCUREMENT POLICY**

Plumas County Purchasing Policy, Addendum No. 4, (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

### **15. COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

### **16. LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.

### **17. AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

### **18. NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

### **19. STANDARDS OF THE PROFESSION**

Contractor warrants and represents that they are an attorney at law having been admitted to

practice before the courts of this state for at least five years. Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

**IN WITNESS WHEREOF**, County and Contractor have executed this agreement on the day and year set forth below.

**CONTRACTOR**

Date: 8-20-2020



Lynn Cottier

**COUNTY OF PLUMAS**

Date:

By

Kevin Goss, Chairperson  
Plumas County Board of Supervisors

Approved as to form by  
Plumas County Counsel

R. Craig Settemire

-3-

\_\_\_\_\_ County Initials

Contractor Initials \_\_\_\_\_

50F2

# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442  
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER  
BIANCA HARRISON, CMA • ASSISTANT AUDITOR / CONTROLLER



**Date:** 8/26/2020

**To:** Honorable Board of Supervisors

**From:** Roberta M. Allen, Auditor / Controller

**Subject:** CARES Funding Expenditure Plan

### Recommendation:

Approve CARES Funding Expenditure Plan for Plumas County's \$1.8 million in funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act Coronavirus Relief Fund (CRF) to support response costs and community recovery initiatives associated with the COVID-19 public health emergency.

### Background:

In March of 2020, the federal government passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which established the Coronavirus Relief Fund (CRF) to provide funding to local governments to support their costs associated with responding to the COVID-19 pandemic. The CARES Act allocated \$9.5 billion in funding to the California state government, and an additional \$5.8 billion directly to the 21 California cities and counties with populations above 500,000.

According to the State, funds may be used to offset or reduce appropriations in FY 2019-20 and FY 2020-21 that were made to support the COVID-19 response. The total amount of federal CARES Act funding allocated within the State budget is \$9.5 billion, of which approximately \$1.3 billion was identified to be forwarded to counties with populations under 500,000. Section 11.90(e) of the Budget Act of 2020 sets forth a process for the Department of Finance (DOF) to potentially reallocate any of the federal CARES Act funds contained in the State budget that remain unspent as of September 1, 2020. The DOF is requiring counties to report on expenditures by September 4, 2020 and potentially return any funds that are unspent by December 30, 2020. To ensure the County receives the maximum allowable funding, the County Administrator and County Auditor Controller intend to manage eligible expenditures as expeditiously as possible. Eligible uses include direct and indirect costs associated with the pandemic response. The funding may not be used to backfill revenue losses.

Proposed categories for funding have been developed, and Attachment A presents those categories. Staff is currently preparing a proposed spending plan for any and all categories applicable to county

departments as well as community members. The proposed spending plan will be made available prior to the meeting as soon as possible.

## Coronavirus Relief Fund Reporting Overview

*Att. A*

### *Initial Report: Due September 4, 2020*

The CARES Act provides that payments from the Coronavirus Relief Fund (CRF) may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The U.S. Department of the Treasury, Office of the Inspector General (OIG) has identified 18 distinct categories for reporting CRF expenditures. The following list provides examples of appropriate expenditures for each of the 18 categories, which have been gathered from guidance provided by the OIG.

For purposes of consistent federal reporting, the state recommends that sub-recipients use the following definitions of Obligations and Expenditures:

**Obligation:** Commitment of funds outlined in an agreement such as a contract, grant, purchase order, or requisition related to a good or service. This would not include salaries and wages of staff employed by your organization.

**Expenditure:** Approval for payment of a good or service that has been received such as an approved invoice or claim schedule. This is referred to as an accrued liability. As employees perform assigned duties, their salaries and wages would result in a liability.

**Example:** A county enters a contract with a hotel or motel to provide rooms to individuals that need to self-quarantine. The contract has a limit of \$250,000 and would be treated as an obligation. When invoices are received for actual usage (services provided), they are recorded as expenditures (even if the invoice has not yet been paid). The expenditure reduces the amount of the obligation. If you received invoices totaling \$100,000 through June 30, 2020, the expenditures would be recorded as \$100,000. This would reduce the obligation to \$150,000. In July and August, additional invoices totaling \$100,000 were received. Forecasted expenditures reflect anticipated expenditure of the remaining \$50,000. See sample below for how this is reflected in the September reporting.

Expenses by Category	Cycle 1 - March 1, 2020 - June 30, 2020			Additional Information Required by CS 11.90		
	Expenditures <sup>1/</sup> (accrual basis liability)	Obligations <sup>2/</sup> (Commitment)	Total, Expended and Obligated	Expenditures (accrual basis - liability) 7/1/20-8/30/20	Forecasted Expenditures 9/1/20- 12/30/20	Total, Estimated Expenditures
h. Housing Support	100,000	150,000	250,000	100,000	50,000	250,000

- a. Administrative Expenses
  - Costs for providing CRF payments to other entities or individuals
  - Costs for implementing new programs (such as a new grant program) designed to respond to or mitigate COVID-19
  - Administrative expenses of an audit conducted under the Single Audit Act.
- b. Budgeted Personnel and Services Diverted to a Substantially Different Use
  - Costs of diverting educational support staff or faculty to develop online learning capabilities (if information technology support is not part of their ordinary responsibilities)
  - Costs of diverting any staff from their normal, routine duties to duties that are substantially dedicated to mitigating or responding to the COVID-19 (The exception is staff diverted to support testing or contact tracing. These costs should be included in the category below.)
  - Costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures
- c. COVID-19 Testing and Contact Tracing
  - Costs of providing COVID-19 testing, including serological testing
  - Payroll costs or contract costs for staff conducting contract tracing
- d. Economic Support (Other than Small Business, Housing, and Food Assistance)
  - Costs for a government payroll support program
  - Grants to individuals facing economic hardship to allow them to pay for and continue to receive essential services such as utility bills
- e. Expenses Associated with the Issuance of Tax Anticipation Notes (TANs)
  - Payment of the interest expense payable on TANs by the borrower
  - Unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs
- f. Facilitating Distance Learning
  - Technological improvements such as increasing broadband capacity
  - Software purchases that enable distance learning
  - Hardware purchases for students and/or teachers such as laptops and tablets
- g. Food Programs
  - Costs for establishing and operating a food bank
  - Costs for food delivery to residents, including senior citizens and other vulnerable populations
  - Costs for expanding farming and meat processing capacity, including by paying overtime to USDA meat inspectors, if expanding the capacity is necessary to respond to COVID-19, i.e., increased capacity is necessary to allow farmers and processors to donate meat to food banks,

- h. Housing Support
  - Rental assistance
  - Mortgage assistance
  - Emergency shelters and housing that facilitate compliance with public health orders, including quarantine and isolation
- i. Improve Telework Capabilities of Public Employees
  - Technological improvements such as increasing broadband capacity and setting up virtual private networks
  - Software purchases that enable employees to telework
  - Hardware purchases such as laptops and tablets
  - Costs for developing online or automated processes for work that previously required in-person visits for employees and customers/citizens
- j. Medical Expenses
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment
- k. Nursing Home Assistance
  - Expenses incurred to specifically assist a nursing home with responding to and mitigating the COVID-19 public health emergency
- l. Payroll for Public Health and Safety Employees
  - Payroll expenses for public safety, public health, human services, and similar employees (including salaries, benefits, and overtime pay) whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll costs for public health and public safety employees may be presumed to be payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.
  - Can include sworn officers, firefighters, and ambulance staff/EMTs
  - Costs of redeploying police to support management and enforcement of stay-at-home orders
- m. Personal Protective Equipment (PPE)
  - Costs for acquisition and distribution of PPE
  - Costs to create a reserve of PPE
- n. Public Health Expenses
  - Costs for communication and enforcement of public health orders related to COVID-19
  - Costs for acquisition and distribution of medical and protective supplies, including sanitizing products, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults

and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency

- Costs for disinfection of public areas and other facilities, in response to the COVID-19 public health emergency
- Costs for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety
- Costs for public safety measures undertaken in response to COVID-19
- Costs of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions
- Costs of sanitation and improvement of social distancing measures at state prisons and county jails
- Costs for care provided to the homeless population to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions
- Costs to address increase in solid waste, such as relates to the disposal of used PPE

o. Small Business Assistance

- Costs for a small business grant program, including the actual grant costs and the administrative costs of the program
- Costs for any assistance provided to reimburse the costs of business interruption caused by required closures
- Costs to assist small business with complying with public health orders such as providing tents for outdoor dining
- Costs for small business loans

p. Unemployment Benefits

- Unemployment benefits costs that will not be reimbursed by the federal government pursuant to the CARES Act or otherwise

q. Workers' Compensation

- Increased workers compensation costs to the government due to first responders and critical health care workers that contract COVID-19

r. Items Not Listed Above

- Users may define additional groupings
- This field may also be used to aggregate "obligations" as an alternative to detailing obligations in the categories above. All expenditures must be allocated to specific expenditure categories or in a user-defined field with a description of the cost incurred.