



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, Chair 5th District

**AGENDA FOR REGULAR MEETING OF MAY 18,, 2021 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

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](#)

ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

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

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** – Dr. Satterfield

Report and update on COVID-19; receive report and discussion

2. **CONSENT AGENDA**

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

A) **ENVIRONMENTAL HEALTH**

Approve and authorize Chair to sign Mutual Termination Agreement , between County of Plumas and Sierra County to end the Certified Unified Program Agency inspection services provided by Environmental Health due to the loss of staff with the required training certifications; approved as to form by County Counsel [View Item](#)

B) **FACILITY SERVICES**

Approve and authorize the Chair to sign agreement between Plumas County and Sierra Buttes Trail Stewardship for OHV trail maintenance in and around Quincy area: not to exceed \$173,833.97; effective January 1, 2021; approved as to form by County Counsel [View Item](#)

C) **INFORMATION TECHNOLOGY**

- 1) Authorize payment of \$2,520.00, without a contract, to Four J's Development Tools Inc., for renewal of software licenses, compiler maintenance, and runtime maintenance [View Item](#)
- 2) Approve and Authorize the Chair to sign contract between Plumas County and Plumas Sierra Telecommunications for internet service and bandwidth upgrade; not to exceed \$127,000.00; approved as to form by County Counsel [View Item](#)

D) **SHERIFF**

Approve and authorize Chair to sign agreement, between Plumas County and Sierra Electronics to supply the Sheriff's Office with communication systems maintenance, replacement, and project support; not to exceed \$350,000.00; effective January 1, 2021; approved as to form by County Counsel [View Item](#)

3. **PLUMAS COUNTY VETERANS COLLABORATION (TPCVC)** – Scott Quade

Presentation by Plumas County Veterans Collaboration and Plumas County Intervention Resource Center (PCIRC); Report and update on increasing outreach and to provide services for Veterans within our Community, and consider request to transfer the Sierra House Property to the Veterans Collaboration for use as a clinic; discussion and possible action [View Item](#)

4. **DEPARTMENTAL MATTERS**

A) **HUMAN RESOURCES** – Nancy Salvage

Adopt a **Resolution** ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of Crafts & Trades represented by Operating Engineers Local #3; discussion and possible action **Roll call vote** [View Item](#)

B) **INFORMATION TECHNOLOGY** - Greg Ellingson
Approve budget transfer of \$25,734.37 from Professional services account 521900, and transfer to Annual Software Maintenance account 520411; to pay for unbudgeted annual service agreement with Central Square (Pentamation) for 12-month contract; not to exceed \$25,734.37; discussion and possible action **Four/ Fifths roll call** [View Item](#)

C) **PLANNING DEPARTMENT** – Tracy Ferguson
Continued from May 4th 2021, Planning Commission to update the Board on status of 2035 Plumas County General Plan; Economics Element Priority Implementation Measures; discussion and possible action [View Item](#)

D) **PUBLIC WORKS** - John Mannie
Authorize Public Works/ Road Department to recruit and fill, funded and allocated, 1.0 FTE position, for Maintenance Worker position in the LaPorte Maintenance District; Discussion and possible action [View Item](#)

E) **SOCIAL SERVICES** - Neal Caiazzo
1) Authorize Social Services to recruit and fill, funded and allocated, 1.0 FTE Eligibility Specialist Supervisor, created by resignation; discussion and possible action [View Item](#)
2) Authorize the office of Public Guardian to recruit and fill, funded and allocated, 0.50 FTE Deputy Public Guardian position; discussion and possible action [View Item](#)

F) **COUNTY ADMINISTRATOR** – Gabriel Hydrick
1) Conduct **PUBLIC HEARING** in regard to the potential programs for the Board of Supervisors to Consider for inclusion in the State Community Development Block Grant Corona Virus Aid, Relief and Economic Security Act (CDBG-CV 2&3) Application; discussion and possible action [View Item](#)
2) Approve and authorize Chair to sign agreement, between Plumas County and Michael Baker International, Inc., to review CDBG-CV 2&3 grant application guidelines, complete online application package for submittal, and support the County during the grant application review process; not to exceed \$9,950.00; effective April 22, 2021; approved as to form by County Counsel [View Item](#)
3) County Administrator to report on, and seek direction from the Board of Supervisors regarding RCRC's request that the County participate in a pooled grant opportunity for a broadband strategic plan administered by the Golden State Finance Authority using American Rescue Plan (ARPA) funds; discussion and possible action [View Item](#)

5. **BOARD OF SUPERVISORS**

- A. Correspondence
- B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- C. Appoint Marsha Chronister to the Greenville Cemetery District Board; Discussion and possible action

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – County Administrator
- B. Personnel: Public employee performance evaluation – Human Resources Director

- C. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- D. Conference with Legal Counsel: Claim against the County filed by Lance Hatfield, received 5/3/2021
- E. 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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, June 1, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



Plumas County Environmental Health

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

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

Date: May 6, 2021

To: Honorable Board of Supervisors

From: Rob Robinette, Interim Director 

Agenda: Agenda Item for May 18, 2021

Subject: "Mutual Termination Agreement" with Sierra County to end CUPA Support

Recommendation: Authorize the Board Chair to sign the "Mutual Termination Agreement" between Plumas County and Sierra County to end the Certified Unified Program Agency (CUPA) inspection services provided by Environmental Health due to the loss of staff with the required training and certifications.

Background and Discussion: As the Board is aware, Environmental Health has 4 field staff positions allocated as either Environmental Health Specialists or Hazardous Materials Specialists depending on need. These four positions, along with the Environmental Health Director, provide the full range of environmental health field services and programs throughout the County.

Until recently, two of the four Environmental Health field staff were trained and certified to provide Unified Hazardous Materials Program (CUPA) services. One of these individuals resigned in early April to pursue other interests. The other individual resigned effective May 7th 2021 due to relocation.

These 2 vacancies, along with the vacancy created by the retirement of the previous Environmental Health Director last October, have left the Department extremely short-handed heading into our busiest spring and summer seasons. Furthermore, none of the remaining staff have the training or certifications required to provide services in the CUPA program, leaving Environmental Health unable to support Sierra County.

The Mutual Termination Agreement has been reviewed and approved as to form by County Counsel and is attached. If you have any questions, please do not hesitate to contact me at 283-6593.

Thank you.

enclosures

Mutual Termination Agreement

THIS AGREEMENT is made and entered into by and between the County of Plumas, a political subdivision of the State of California (“Plumas”), and County of Sierra, a political subdivision of the State of California (“Sierra”).

W I T N E S S E T H :

WHEREAS, on or about July 1, 2005, Plumas and Sierra entered into an agreement for Plumas County, as a Certified Unified Program Agency, to provide Unified Program services (the “Agreement”); and

WHEREAS, the Agreement has been extended periodically since that time, pursuant to Article IV, section A, with the most recent Amendment on February 1, 2021; and

WHEREAS, Article IV, section A, allows that the Agreement shall renew, unless terminated by either party; and

WHEREAS, Article IV, section B, allows that Plumas and Sierra may mutually agree to terminate the agreement; and

WHEREAS, Plumas County no longer has sufficient staff to provide Uniform Program Services for Sierra.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. The Agreement is terminated 30 days from delivery of this Termination Agreement. This termination is pursuant to Article IV, sections A and B.
2. Sierra’s obligation to pay Plumas for any work completed under the Agreement and Amendments thereto shall survive this termination.

County of Sierra:

By _____
Lee Adams, Chairperson
Sierra Board of Supervisors

County of Plumas:

By _____
Jeff Engle, Chairperson
Plumas Board of Supervisors

Date: _____

Date: _____

By _____
Vickie Clark, Director
Sierra County Public Health and Social
Services

Date: _____

Approved as to form:

By _____
Prentice Long

Date: _____

By _____
Rob Robinette, Interim Director
Plumas Environmental Health

Date: 5/6/2021

Approved as to form:


Sara James
Deputy County Counsel II

5/5/2021



Kevin Correira
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: May 18, 2021

TO: Honorable Board of Supervisors
FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Plumas County and Sierra Buttes Trail Stewardship for OHV trail maintenance in and around Quincy area.

Recommendation

Approve and authorize Board Chair to sign agreement between Plumas County and Sierra Buttes Trail Stewardship for OHV trail maintenance in and around Quincy area.

Background and Discussion

Plumas County has partnered with the Sierra Buttes Trail Stewardship (SBTS), a non-profit organization, for several years. SBTS creates and maintains Off-Highway Vehicle trails of the Mt. Hough Trail System as well as trails by Snake Lake and Mt. Claremont. Plumas County has been selected to receive a grant from the CA Dept. of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and the funds are used by Plumas County to complete the proposed project activities. Plumas County works in a grant administration capacity with regard to contracting with SBTS.

Contract not to exceed \$173,833.97

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

Mt. Hough Ground Operations and Maintenance Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Facilities department (hereinafter referred to as "County"), and SIERRA BUTTES TRAIL STEWARDSHIP, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with materials and services as set forth in Exhibits A, A-1, A-2 and A-3, attached hereto (hereinafter referred to as the "Work").
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Seventy-three Thousand Eight Hundred Thirty-three Dollars and Ninety-seven Cents (\$173,833.97) (after referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be **January 1st, 2021**. All work except for reporting and invoicing shall be completed by **December 31st, 2021**, subject to change as stated in sections 15 and 16. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sierra Buttes Trail Stewardship from January 1st, 2021 to date of approval of this Agreement by the Board of Supervisors.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under

this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in

the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

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

reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

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

negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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

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

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

- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

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

County:

Department of Facilities Services
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Kevin Correira, Director

Contractor:

Sierra Buttes Trail Stewardship
550 Crescent Street Quincy, CA 95971

Attention: Greg Williams

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. 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.

[Signatures on Following Page]

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

CONTRACTOR:

Sierra Buttes Trail Stewardship,
a California non-profit corporation

COUNTY:

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

By: _____
Name: Greg Carter
Title: CEO

By: _____
Name: Kevin Correira
Title: Director

By: _____
Name: Jesse Passafiume
Title: Secretary

By: _____
Name: Jeff Engel
Title: Chair, Board of Supervisors

ATTEST

By: _____
Name: Heidi Putnam
Title: Clerk of the Board of Supervisors

Approved as to form:


Sara James 5/6/2021
Deputy County Counsel II

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Background: Contractor and Plumas County are mutually interested in providing maintenance on portions of the Mount Hough Trail System (“MHTS”) as well as trails by Snake Lake and Claremont which includes developed motorized single track and motorized quad trails. These routes were created and currently exist on the landscape, but require maintenance to bring them up to U.S. Forest Service specifications and to provide vital linkages within the trail network. Plumas County has been selected to receive a grant from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, and funds from the grant (G16-03-84-G01) are to be used by Plumas County to complete the proposed project activities.

Purpose: The purpose of this agreement is to document the cooperation between the parties to perform maintenance on portions of 66 miles of motorized trail in Plumas County on the Plumas National Forest. 44.84 miles on the MHTS, 5.3 miles at Snake Lake, 9.4 miles on Claremont, and 6.4 miles on Nelson Creek. Existing routes are overgrown, have overly steep running grades with minimal tread width. The tread is cupped with no out-slope and no drainage structures and heavy maintenance is needed. Maintenance will be performed in accordance with the following provisions and the Exhibits.

Incorporated Documents: The Project Agreement between the County and the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, No. G16-03-84-G01 (“State Project Agreement”), is attached hereto as Exhibit A-3 and hereby incorporated by reference into this agreement. Contractor shall not act in any way as to cause the County to breach the State Project Agreement.

In furtherance of these ends, Contractor shall:

1. Provide all labor and direct supervision, training, transportation, equipment, tools and other support as needed to complete the scope of work.
2. Perform maintenance on portions of the MHTS for approximately 44.84 miles of developed motorized single track and motorized quad trail on the Mount Hough Trail System as well as 9.4 miles at Claremont and 6.4 miles on Nelson Creek, 3.2 miles at Mt. Fillmore. The List of Trails is attached as Exhibit A-1. Existing routes are overgrown, have overly steep running grades with minimal tread width. The tread is cupped with no out-slope and no drainage structures and heavy maintenance will be used (approved by Mt. Hough - South Park Environmental Assessment, 2013) to clear the trail corridor of brush, root wad removal, tread widening to 24 with no less than 2% off-slope, installation of rolling dips and rock armored drainage features, rock armored tread surface and rock retaining walls will be placed where needed.

3. Brushing- Removal of excess vegetation from within the trail corridor. This will be accomplished using hand crews with chain saws and pruning shears, and Pulaskis for removing root wads. The area has seen extensive logging and has experienced both wildfires and controlled burns, stimulating rapid growth of Manzanita and brush. This expeditious growth requires on-going brushing and root wad removal to ensure the trails are safe with open sight lines.
4. Grooming- Filling small ruts developed in the trail tread and removing slough material. Grooming is accomplished using hand crews with scraping tools, and in more severe cases, a mini excavator is used. While the Mount Hough Trail System is a newly designated OHV area, it has become extremely popular with the recreating public and receives heavy use from both motorized and non-motorized users.
5. Tread Armoring- Tread armoring is performed to protect from soil loss in areas where the grade is either too steep to sustain wheeled traffic or in low spots that develop puddles. Native rock is used in all tread armoring and requires the following tools and equipment: hand digging tools, mini excavator, Griphoist, Magnum Buster with charges, Pionjar rock drill and motorized wheelbarrow for rock transport. Proper tread armoring takes a considerable amount of time for a hand crew to perform; requiring large rocks (sometimes weighing in excess of 300 pounds) to be gathered, transported and perfectly placed.
6. Volunteer Opportunities- Volunteer workdays will be offered throughout the season and provide opportunities for the public to learn about and participate in the project and to learn Tread Lightly techniques and proper trail etiquette. Volunteers help maintain the tread and perform brushing.
7. Vehicle barriers- Repair and installation of signs and barriers to prevent OHV use off the trail system. Large rocks and logs will be used to keep users on the trail. Signs (recycled materials) will be replaced as needed. Several previously installed trail signs have been shot at, run over and otherwise destroyed by the public, leaving key trail intersections unmarked.
8. Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 (Exhibit A-2) on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7" and clearing width of 36"-48" (light vegetation may encroach into clearing area). Quad trails will have a designated tread width of 50". Design clearing height will be 6'-7" and clearing width of 72" (light vegetation may encroach into clearing area).
9. Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues
10. Submit all reports as required in the State Project Agreement.

11. Submit semi-annual reports to the U.S. Forest Service. Performance reports must contain information on the following: (1) a comparison of actual accomplishments to the goals established for the period - where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful; (2) reason(s) for delay if established goals were not met; (3) additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. These reports are due 30 days after end of each reporting period established by the U.S. Forest Service. The final performance report shall be submitted either with Contractor's final payment request, or separately.
12. If applicable, use any U.S. Forest Service vehicles and equipment only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement. Maintain such vehicles and equipment according to the schedule listed in their owner's manuals and usual and customary standards of maintenance.

EXHIBIT A-1

List of Trails

G18-03-84-G01
Trail List

MT. Hough District	
Singletrack	miles
Mt. Hough Trail	10.45
Berry Cr Trail	2.3
North Tollgate	2
IFR 1	1.35
IFR 2	2.95
Clear Creek 3	1.64
Keddie	1.89
Berry Cr Tie	0.62
Chandler	0.63
9M34	0.55
9M35	0.69
8M19	1.27

ATV

Grizzly Ridge	2.3
Fireline	0.52
Upper Cashman cr	1.9
Bell Hill	1.04
Cashman Ridge	0.77
Lower Cashman cr	1.72
Clear Creek 1	1.17

10M23	
Connector	0.66
10M29	2.2
9M40	1.01

4x4	
10M21B	1
10M30	1
10M23	2.8
10M20	1
10M21	1
Jump Off	0.75
Tie / 25N12YB	1
Taylor Creek Extension	1.66
Cashman Overlook	0.41
9M61	4.01
9M29	4.13
9M42A	0.17
9M42B	0.52
9M46	0.95
9M47	1.41

Feather River District	
MT. Fillmore /	
10M06	3.2

Beckwourth District	
10M08 / Nelson Creek Trail	6.4

EXHIBIT A-2

Minimum Design Parameter Guidelines

1. Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7" and clearing width of 36"-48" (light vegetation may encroach into clearing area. Quad trails will have a designated tread width of 50". Design clearing height will be 6'-7" and clearing width of 72" (light vegetation may encroach into clearing area).
2. Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues.

EXHIBIT A-3

State Project Agreement

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G19-03-84-G01 PROJECT TYPE: Ground Operations

GRANTEE: Plumas County

PROJECT TITLE: Ground Operations

PROJECT PERFORMANCE PERIOD: FROM 01/01/2021 THROUGH 12/31/2021

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$182,282.00 (One Hundred Eighty Two Thousand Two Hundred Eighty Two and 00/100)

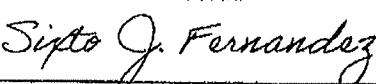
THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE

ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE		STATE OF CALIFORNIA	
AUTHORIZED SIGNATURE:		AUTHORIZED SIGNATURE:	
			
AUTHORIZED NAME:		AUTHORIZED NAME: Sixto J. Fernandez	
Kevin Corcira			
TITLE: DIRECTOR		TITLE: Grants Manager	
DATE: 10-26-20		DATE: 10/26/2020	

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-32-014		SUPPLIER ID NUMBER: 0000004988		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	PCA: 62676	CHARGE AMOUNT: 182,282.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 6	ENY/STATUTE: 2020	FISCAL YEAR: 2020/2021

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

DocuSigned by:

Demetri William

450126614528466

11/7/2020

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Plumas County
 Application: Ground Operations

APPLICANT NAME :	Plumas County		
PROJECT TITLE :	Ground Operations	PROJECT NUMBER (Division use only) :	G19-03-84-G01
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Development <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Ground Operations activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of the United States Forest Service (USFS) – Plumas National Forest.</p> <p>The Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of the Equipment inventory for the duration of the Equipment's useful life and may only be used on activities that are acceptable to the Operations and Maintenance category per Section 4970.10. for that of the Grants and Cooperative Agreement Program Regulations. Grantee must obtain written Off-Highway Motor Vehicle Recreation (OHMVR) Division approval prior to disposition of all Grant related purchased Equipment and/or Heavy Equipment.</p> <p>The Grantee shall conform to the USFS – Plumas National Forest soil conservation plan and their Habitat Management Plan (HMP). A soil compliance report and the results of the HMP shall be provided to the OHMVR Division at the conclusion of the Project.</p> <p>Grantee is required to provide a minimum of twenty-six (26) percent of the total Project cost in matching funds.</p> <p><u>Project Deliverables</u></p> <ol style="list-style-type: none"> 1. Trail Maintenance <ul style="list-style-type: none"> • Maintain approximately 69 miles (60 on Mt. Hough Ranger District, 6 Nelson Creek area on Beckwourth Ranger District and 3 Mt. Fillmore area on Feather River Ranger District) for motorcycles, ATVs, UTVs, and 4WD vehicles. • Activities include brushing, raking, logging, Heavy Equipment trail work, tread conservation and trail hardening. • Erosion Control <ul style="list-style-type: none"> • Activities include culverts (installing, replacing, or cleaning), water bars, rolling dips, cleaning of sediment/silt basins and armoring wet crossings. • Trash Removal • Tree Removal 		

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Ground Operations

	<ul style="list-style-type: none"> Activities include hazardous tree removal, hazardous fuels reduction and chipping. <p>2. Signing</p> <ul style="list-style-type: none"> Signing repair or replacement <p>3. Environmental/Cultural Requirements</p> <ul style="list-style-type: none"> Soil Monitoring and Reporting, as required Activities include completion of required color-coded trail evaluation, assessment of existing conditions, maintenance plan of Project Area, monitoring procedures, wet weather monitoring, compliance reporting, vegetation monitoring. HMP Monitoring and Reporting, as required Activities include monitoring threatened, endanger and sensitive species and habitats on/near OHV routes, mapping and data collection. <p>4. Public Outreach/Visitor Services</p> <ul style="list-style-type: none"> On-trail public contacts
--	--

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Staff-Super Volunteers Notes : Quincy Super Volunteers provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$29.95/hour as stated by Independent Sector at https://independentsector.org/resource/vovt_det	200.000 0	29.950	HRS	5,990.00	0.00	5,990.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
ails/ 2. Staff-Rotary Notes : The local Rotary has been involved with the project for the past 6 years. Rotary Volunteers provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$29.95/hour as stated by Independent Sector at https://independentsector.org/resource/vovt_detail	130.000 0	29.950	HRS	3,894.00	0.00	3,894.00
3. Staff-Feather River College-ORL Program Notes : Notes : Feather River College will provide volunteer labor towards the completion of the maintenance project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$29.95/hour as stated	125.000 0	29.950	HRS	3,744.00	0.00	3,744.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Plumas County
 Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
by Independent Sector at https://independentsector.org/resource/vovt_details/						
4. Staff-Plumas Charter School Notes : Plumas Charter School will provide volunteers through their service semester component. Student volunteers will be able to work together, problem solve, support their own learning objectives, and learn the value of service while volunteering on the project. Plumas Charter volunteers will brush trails, repair damaged tread and install drainage features.	125.000 0	29.950	HRS	3,744.00	0.00	3,744.00
Volunteers rate is \$29.95/hour as stated by Independent Sector at https://independentsector.org/resource/vovt_details/						
5. Staff-Nor Cal Stewardship Camp Notes : Trail Stewardship Camp	140.000 0	29.950	HRS	4,193.00	0.00	4,193.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Plumas County
 Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>partners with Feather River College (FRC), Outdoor Recreation Leadership Program and Oakland Camp to run a week long program for high school students. Participants work alongside SBTS professional crew and FRC Recreation Staff to learn trail building techniques, perform trail maintenance, provide service to their public lands and earn college credits at FRC through the SBTS Trail Builder Curriculum.</p> <p>Participants will brush, re-bench, install drainage features and perform other trail maintenance duties on the Mt Hough Trail System. Only hours on project site will be submitted as match to CA OHV. Oakland Camp, based in Quincy, provides lodging and meals for participants.</p> <p>Volunteers rate is \$29.95/hour as stated by Independent Sector at</p>						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020

Agency: Plumas County

Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
https://independentsector.org/resource/vovt_details/						
6. Staff-Mikes Bikes Staff Notes : Mikes Bikes Staff will provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$29.95/hour as stated by Independent Sector at https://independentsector.org/resource/vovt_details/	110.000 0	29.950	HRS	3,295.00	0.00	3,295.00
7. Staff-OHV Grant Manager Notes : OHV Grant Manager coordinates on the ground projects between land manager and contractor. Conducts site visits of project sites to confirm project competition and is upheld to USFS standards. Coordinates all communication with OHV Grant Administrator to	75.0000	40.000	HRS	3,000.00	3,000.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
complete project. Officer works directly with SBTS Trail Crew Supervisor to identify trail work sites and direct the type of work to be performed. Position works with SBTS Volunteer Coordinator to help manage and educate volunteers on organized trail workdays. Coordinates with Plumas Forest specialists and SBTS Trail Crew Supervisor to ensure no cultural or natural resources are being damaged by OHV use or trail maintenance. Responsible for project and soil monitoring, and ensuring trail work is done to meet Forest Service standards Based on the Division's comment hours were decreased and rate decreased from \$4,000 to 3,000 for this staff position. This is the same amount as in Plumas County's G18 applications.						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020

Agency: Plumas County
Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
8. Staff-Shimano Notes : Shimano Corporation will provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$29.95/hour as stated by Independent Sector at https://independentsector.org/resource/vovt_details/	100.000 0	29.950	HRS	2,995.00	0.00	2,995.00
9. Staff-TAY Notes : TAY will provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$29.95/hour as stated by Independent Sector at https://independentsector.org/resource/vovt_details/	200.000 0	29.950	HRS	5,990.00	0.00	5,990.00
10. Staff-Klean Kanteen Notes : Klean Kanteen is an Adopt-A-Trail	100.000 0	29.950	HRS	2,995.00	0.00	2,995.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
partner and will provide volunteer labor towards the project. Volunteers will brush trails, repair damaged tread and install drainage features. Volunteers rate is \$29.95/hour as stated by Independent Sector at https://independentsector.org/resource/vovt_details/						
Total for Staff				39,840.00	3,000.00	36,840.00
2 Contracts						
1. Contracts-Trail Maintenance Contract Notes : Sierra Buttes Trail Stewardship (SBTS) is responsible for providing a locally hired and professional trail crew to perform maintenance work to meet Forest Service specification. SBTS pays all employees at Davis-Bacon wage rates. Due to the rugged and remote landscape - steep side slopes (averaging 50%), rocky	1.0000	173833.970	EA	173,833.97	173,833.97	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Plumas County
 Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>terrain, thickly forested corridors, heavy brush and deep root wads - trails will be maintained using hand crews and a mini excavator where applicable.</p> <p>SBTS Contract will work on the Mt Hough Trail System, Claremont Areas, Nelson Creek and Mt Fillmore, approximately 60 miles of trail. SBTS contract will not cover Snake Lake Area trails that will be maintained by PNF rec staff.</p>						
<p>2. Contracts-PNF Public Service Staff Officer Notes : Plumas National Forest, monitoring. Plumas National Forest Public Service Staff Officer. Responsible for project monitoring, attending volunteer days and ensuring FS trail design and maintenance standards are met on OHV trails.</p> <p>This monitoring is for all project work listed in grant proposal of Mt</p>	8.0000	391.900	DAY	3,135.00	3,135.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Plumas County
 Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Hough Trail System, Claremont, Nelson Creek, Mt Fillmore and Snake Lake Area. There is no duplication in responsibilities from the Plumas National Forest Service Ground Operations G19 grant application. We have coordinated these efforts, please see map that shows different project areas.						
3. Contracts-PNF Rec Staff- PERM Notes : Plumas National Forest, Rec Staff. Responsible for completing project work on Snake Lake area trails. This includes log out, brushing, grooming, and installing drainage features. This is different project work than the work completed by SBTS contractor. There is no duplication in responsibilities from the Plumas National Forest Service Ground Operations G19 grant	8.0000	289.100	DAY	2,313.00	2,313.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Plumas County
 Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
application. We have coordinated these efforts, please see map that shows different project areas.						
Total for Contracts				179,281.97	179,281.97	0.00
3 Materials / Supplies						
4 Equipment Use Expenses						
1. Equipment Use Expenses-Excavator Fule Notes : Excavator fuel is a direct match for completing the project. Excavator will be used by Plumas County staff and SBTS contractor to complete project work. Plumas County and contractor have equipment use agreement in place for excavator. This project work includes Mt Hough Trail System, Claremont, Nelson Creek and Mt Fillmore. Does not include Snake Lake area maintained by Contractor- Plumas National Forest.	1.0000	700.000	EA	700.00	0.00	700.00
2. Equipment Use Expenses-Plumas	360.000	0.575	MI	207.00	0.00	207.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
National Forest- Vehicle Use Notes : Plumas National Forest Equipment Use. Mileage reimbursement for vehicles used on Snake Lake area trails. There is no duplication between these equipment use expenses proposed in the other Plumas National Forest Service Ground Operations grant application. We have coordinated these efforts, please see map that shows different project areas.						
Total for Equipment Use Expenses				907.00	0.00	907.00
5 Equipment Purchases						
6 Others						
Total Program Expenses				220,028.97	182,281.97	37,747.00
TOTAL DIRECT EXPENSES				220,028.97	182,281.97	37,747.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
1. Adjustments (Rounded)	0.0000	0.000		0.03	0.03	0.00
2. Indirect Costs-Indirect Costs Notes : Indirect Costs	1.0000	27342.000	EA	27,342.00	0.00	27,342.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Plumas County
 Application: Ground Operations

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
include time planning the project by Directors, office space, office supplies, travel to planning meetings, payroll, accounting costs, and other non-project based costs that are incurred by Plumas County to run this project.						
Total for Indirect Costs				27,342.03	0.03	27,342.00
Total Indirect Costs				27,342.03	0.03	27,342.00
TOTAL INDIRECT EXPENSES				27,342.03	0.03	27,342.00
TOTAL EXPENDITURES				247,371.00	182,282.00	65,089.00
TOTAL PROJECT AWARD				182,282.00		

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

K. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

EXHIBIT B

Fee Schedule

1. Contractor shall be reimbursed in accordance with the State Project Agreement, attached hereto as Exhibit A-3. Contractor shall prepare and submit to County all documentation required by the State of California under the State Project Agreement for reimbursements under the grant, and County shall then transmit such documentation to the State of California. When County receives reimbursements under the grant from the State of California, County shall then pay Contractor any portions of the reimbursement allocable to the work performed by Contractor. At County's discretion, County may pay such reimbursements in advance of receipt of funds from the State.
2. County shall not be responsible for making payments to Contractor in excess of the amounts actually received by the County from the State of California pursuant to the grant described in the State of Project Agreement, in response to a claim for reimbursement submitted for work performed by Contractor. If the State of California denies any claim for reimbursement arising from work performed by Contractor under this Agreement, the County shall not be liable for paying such claim to Contractor. If County has advanced funds to Contractor in anticipation of reimbursement from the State and subsequently the State denies such claim for reimbursement, Contractor shall be responsible for reimbursing County for the advanced funds that were the subject of the State's denial.
3. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
 Quincy, California 95971
 Phone: (530) 283-6263
 Email: GregEllingson@countyofplumas.com

Greg Ellingson
*Director of Information
 Technology*

DATE: May 7th, 2021
 TO: Honorable Board of Supervisors
 FROM: Greg Ellingson, Director of Information Technology
 SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF MAY 18th, 2021 RE:
 APPROVAL OF PAYMENT FOR SOFTWARE SUPPORT WITHOUT CONTRACT.**

It is recommended that the Board:

1. Approve Item 1 below.

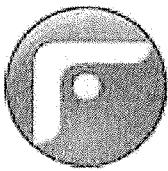
Item 1: Approval of payment for software maintenance/support as specified below.

Background and Discussion:

Information Technology budgets for and pays software maintenance and support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that are not custom written. These packages have no specific contract and are considered "shrink-wrapped" or off the shelf systems. In order to pay these support fees we ask to Board to approve payment of these claims without a signed service contract. Specifically we ask the Board to approve the following payments.

Vendor	Description	Amount
FourJ's	Genero Development Software Support	\$ 2,520.00

These funds have been budgeted as part of the 2020/2021 IT budget.



Sales Contact:
Stacey Osborn smosborn@4js.com
703.300.1465 mobile
Quote Number: 0004072021
Quote Date: 04-07-2021
Quote Expiration: 05-15-2021

Bill to: Plumas County
Greg Ellingson
Director of Information Technology
Plumas County, CA
(530) 283.6336
GregEllingson@countyofplumas.com

Renewal Quote for Four Js BDS Licenses and Maintenance
(Suite includes BDL, compiler, DVM(run-time system), Studio, Report Writer, application
server, web services and desktop client)

Genero Development Lic Maintenance 1 users @ \$ 720.00 = \$ 720
Renewal of Compiler maintenance (05/1/21 - 04/30/22)
License: TAB#AAF0082Z (M)- End User: Internal
SKU - ARMC00XVR

Genero Deployment/ RT Lic Maintenance 50 users @ \$36.00 = \$1,800
Renewal of runtime maintenance (05/01/21 – 04/30/22)
License: TAB#CC500830 (4) - End User: Internal
SKU - ARMR00XVR
NET Total DUE = \$ 2,520.00

Terms: Net 30

Comments or Special Instructions:

Please email purchase order to Stacey Osborn – smosborn@4js.com
Phone: 703.300.1465

Remit payment to:

Four J's Development Tools, Inc.
1625 The Alameda Suite 302
San Jose, CA 95126

2C2



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6336
Email: GregEllingson@countyofplumas.com

Greg Ellingson
Director of Information
Technology

DATE: May 10, 2021
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Information Technology Director

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF MAY 7, 2021 RE:
APPROVE & AUTHORIZE CHAIR TO SIGN THE CONTRACT BETWEEN PLUMAS SIERRA
TELECOMMUNICATIONS AND PLUMAS COUNTY FOR INTERNET SERVICE & BANDWIDTH
UPGRADE.**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of attached contract with Plumas Sierra Telecommunications for Bandwidth Upgrade for Courthouse and Annex Buildings

Background and Discussion:

Renewal and renegotiation of contract with Plumas Sierra Telecommunications to upgrade internet speed at county courthouse and annex locations. Cost for service monthly will be less than what is currently paid. Contract term is 60 months. Cost for the Courthouse and Annex circuits will not exceed \$127,000.00 over contract term. Internet speed will be increased 4X at Courthouse and Annex locations.



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into this 18th day of May 2021, by and between Plumas Sierra Telecommunications, Inc. ("PST"), a California corporation with its principal office at 73233 State Route 70 Portola, CA and Plumas County, a County in the State of California, with its principal office located at 520 Main St, Quincy Ca. 95971 ("Customer").

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

1 DELIVERY OF SERVICE

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

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

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

2 SUMMARY OF GENERAL COMMERCIAL TERMS

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

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

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

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

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

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

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

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

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

Non-Appropriation of Funds. It is mutually agreed that if, for the Customer's current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the Customer shall have no liability to pay any further funds whatsoever to PST or furnish any other consideration under this Agreement and PST shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the Customer shall have the option to either cancel this Agreement with no further liability incurring to the Customer or offer an amendment to PST to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. PST acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute. The Customer hereby agrees not to sign a similar contract with a different counterparty for the same or similar services if the agreement is terminated prior to the agreed upon term with PST pursuant to the non-appropriations clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 ACCEPTABLE USE & CONTENT

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

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

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

4 CUSTOMER OBLIGATIONS

4.1 Customer Obligations for PST Supplied Equipment: Customer provides and bears the cost for space and racks to house PST's supplied electronic equipment, connector panels, splice boxes, or other equipment ("PST Supplied Equipment"). Customer agrees to certain reasonable requirements, which includes, but may not be limited to, bolting down PST supplied equipment. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to operate the PST Supplied Equipment, and to maintain the proper environment for all PST Supplied Equipment. In the event Customer fails to do so, Customer shall reimburse PST for the actual cost of repairing or replacing any PST Supplied Equipment damaged or destroyed as a result of Customer's failure.

Except as otherwise agreed, title to all PST Supplied Equipment shall remain with PST. PST will provide and maintain the PST Supplied Equipment in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise tamper with any PST Supplied Equipment without the prior written consent of PST. The PST Supplied Equipment shall not be used for any purpose other than that for which PST provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the PST Supplied Equipment. In no event will PST be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused or related to improper use or maintenance of the PST Supplied Equipment by Customer or third parties provided access to the PST Supplied Equipment by Customer in violation of this Agreement. Customer shall reimburse PST for any damages incurred as a result thereof.

Customer agrees (which agreement shall survive the expiration, termination or cancellation of this Agreement or of any Service Order) to allow PST to remove the PST Supplied Equipment from Customer's facility after termination, expiration or cancellation of the Service Term; or during the Service Term, for repair, replacement or otherwise as PST may determine is necessary or desirable, but PST will use commercially reasonable efforts to minimize disruptions to the Service caused thereby.

4.2 Customer Obligations for PST Fiber Connection(s): Customer is responsible for securing Building Entrance agreement(s) to permit PST to construct a fiber connection from the PST network to Customer's demarcation point located within Customer's facility, or in the alternative where the PST demarcation point is located outside of Customer's building. Customer is responsible for connectivity to the PST demarcation point, as such is defined in the applicable Service Schedule(s) or Service Order(s). Customer is responsible for the installation and all costs for the Inside Plant ("ISP") wiring from Customer's Premise Equipment ("CPE") to the PST point of demarcation including all connections between the PST Supplied Equipment to the defined point of interconnection, as set forth in the applicable Service Schedule(s) or Service Order(s). Customer will be responsible for any additional costs that may be incurred by PST due to Customer delay in timely completing ISP work.

4.3 Customer Obligations for PST Access to Customer's Facility: SUBJECT TO AND UPON THE TERMS, PROVISIONS AND CONDITIONS HEREINAFTER SET FORTH, AND IN CONSIDERATION OF THE DUTIES, COVENANTS AND OBLIGATIONS OF PST HEREUNDER, CUSTOMER HEREBY GRANTS TO PST AND ITS AFFILIATES, AT NO COST TO PST OR ITS AFFILIATES, A NON-EXCLUSIVE RIGHT TO (I) ENTER UPON AND GAIN ACCESS TO THE PROPERTY WITH AN ADDRESS OF 520 Main St, Quincy Ca. 95971 (THE "PROPERTY") AND TO ANY AND ALL BUILDINGS LOCATED ON THE PROPERTY (THE "BUILDING(S)"); (II) INSTALL AND OPERATE COMMUNICATIONS EQUIPMENT ON, OVER, UNDER AND/OR THROUGH THE PROPERTY; THIS MEANS THAT PST MAY BUILD ADDITIONAL SERVICES TO ADJACENT PROPERTIES, RIGHT'S OF WAY, OR EASEMENTS WITH THE SAME BUILD CONFIGURATION AS USED TO SERVE THE CUSTOMER (OVERHEAD OR UNDERGROUND); (III) USE THE PROPERTY'S EXISTING IN-GROUND AND IN-BUILDING CONDUIT, WIRE AND CABLING OWNED BY OR CONTROLLED BY PST, THE CUSTOMER OR ANY THIRD PARTY, AND (III) MAKE AVAILABLE AND PROVIDE TELECOMMUNICATIONS, INTERNET, VIDEO AND OTHER COMMUNICATIONS SERVICES TO ANY OWNERS, TENANTS, LICENSEES, INVITEES, PURCHASERS AND OTHER OCCUPANTS OF THE PROPERTY (COLLECTIVELY, THE "OCCUPANTS"). NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS GRANTING PST ANY EXCLUSIVE RIGHTS OR PRIVILEGES IN OR TO THE PROPERTY, RELATING TO ACCESS OR INSTALLATION RIGHTS, TO THE EXCLUSION OF ANY OTHER PERSONS OR ENTITIES.

Customer Initials _____

As a condition to PST's obligation to provide and maintain the Service hereunder, Customer shall provide PST access at any and all times and days to the Customer facility to the extent reasonably determined by PST for the installation, inspection and scheduled or emergency maintenance of PST Supplied Equipment and/or PST system. PST shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that it will require access to Customer's facility. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions at Customer's facility. To facilitate PST access for regular and emergency service, Customer shall provide PST in Section 6.2 of this Agreement the contact name with telephone number(s) where the contact can be reached by PST at any and all times or days. It is the obligation of the Customer to keep this contact information current. PST Supplied Equipment may be used to service other PST customers.

4.4 Customer Obligations for Customer Supplied Equipment: PST may install certain Customer supplied communications equipment upon installation of Service, but PST shall not be responsible for the operation or maintenance of any Customer supplied equipment. PST undertakes no obligations and accepts no liability for the configuration, management, performance, or any other issue relating to Customer's routers or other Customer supplied equipment used for access to or the exchange of traffic in connection with the Service.

Customer Initials _____

5 PST OBLIGATIONS

5.1 General PST Obligations: PST may provide a design of the interface type, point of Customer demarcation, equipment placement, and service arrangements (CIR, VLANs, or other network structures). This shall be set forth in the applicable Service Schedule(s) or Service Order(s). PST may provide equipment for the provision of each type of Service as specified in any related Service Order, Service Schedule, or Exhibit(s). PST will configure and provision all agreed to network service parameters. PST will maintain in good working order the PST System, and all PST Supplied Equipment will be in conformance with the specific Service Level Agreements (SLAs) for a particular Service as specified in the related Service Schedule(s). In the event it is determined that any Service Outage (as defined in Section 5.4) or Customer alarm was caused by the act or omission of Customer, its agents, employees or contractors, then Customer shall pay PST for its reasonable costs incurred in responding to such Service Outage or Customer alarm.

5.2 PST Obligations as a Result of a Service Outage or SLA Violations: After receiving notification of the Service Outage or a SLA violation, PST shall restore the Service on its failed system as follows:

(i) Electronic Restoration.

In the event of an electronic failure, PST shall use commercially reasonable efforts to restore Service to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

(ii) PST Fiber Network Restoration.

In the event of a failure of the PST fiber optic network, PST shall begin restoral within four (4) hours after PST is notified about the fiber optic network outage.

(iii) Emergency Reconfiguration.

If Customer's network architecture and CPE has the capability to support route reconfiguration to maintain Service, PST will provide reconfiguration if other means of restoral will not restore Service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin not more than one (1) hour after the need to reconfigure is determined. PST shall maintain a point-of-contact for Customer to report to PST system troubles to be available at any and all times and days.

5.3 Service Outage and SLA Violation Exclusions: All calculations of Service Outage or SLA Violation duration do not include periods of service interruption resulting in whole or in part from one or more the following causes:

- A. Any act or omission on the part of Customer, its contractors, agents or vendors, including, but not limited to any violation of the PST AUP, or any refusal to release the Service to PST or its agents for maintenance, testing or repair, or any period in which PST or its agents are not given access to the Service facility at the site(s) where Customer's Service terminates.
- B. Customer's applications, equipment, or facilities including any third-party facilities or equipment.
- C. PST or Customer-scheduled maintenance, or in the event Customer's Order includes third party facilities, the third-party provider's scheduled maintenance.
- D. Labor strikes
- E. Force Majeure events as defined in this Agreement.

F. Service Outages attributable to the installation of a new circuit.

G. Failure or malfunction of third-party circuits or alternate access arrangements.

5.4 Credit Allowances and Customer Remedies for Service Outages or SLA Violation: In the event that PST is unable to restore a portion of the Service as required hereunder, or in the event of a Service Outage or a SLA Violation, Customer shall be entitled to a credit against the monthly recurring charges as specified in the applicable Service Schedule(s) or Service Order(s). The cumulative total of credits for a particular month will not exceed 100% of the total Monthly Recurring Charge for the impacted Service(s) for the particular month in which the Service Outage or SLA Violation occurs.

A Service Outage or a SLA Violation begins when PST is notified or becomes aware of the Service Outage or SLA Violation, whichever occurs first. A Service Outage or a SLA Violation ends when the affected line and/or associated PST Supplied Equipment is operational, subtracting any delay time associated with PST or its agent's inability to access the equipment and/or PST system at the Customer's site. If the Customer reports Services or a circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage or a SLA Violation.

A. Credit Allowances do not apply to Service Outages and SLA Violations caused by:

- i. The acts or omissions of Customer and/or End User or its agents including, but not limited to, any violation of the PST AUP.
- ii. Failure of power.
- iii. Failure or malfunction of non-PST equipment or systems, third party circuits or alternate access arrangements.
- iv. Circumstances or causes beyond the control of PST or its agents.
- v. During any period in which PST or its agents are not given access to the Service facility at the Customer site(s) where the PST Service terminates or were unable to reach Customer's emergency contact personnel.
- vi. A planned service outage, unscheduled emergency maintenance or scheduled maintenance by PST or any third-party facility provider (alteration or implementation as described herein).

B. Customer must request a Credit Allowance for a Service Outage and/or a SLA Violation within thirty (30) days after the Service Outage or SLA Violation occurs or any claim for a Credit Allowance is waived. Unless otherwise specifically stated, Service Outages and SLA Violations are not aggregated for purposes of determining the Credit Allowance.

C. Service Outage and SLA Violation Credit Allowances are calculated according to the Service Schedule(s) or Service Order(s) for the particular Service.

6 NOTICES, MAINTENANCE CONTACT AND SIGNATURES

6.1 Notices: All notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to PST:

Plumas Sierra Telecommunications, Inc.
73233 State Route 70
Portola, CA 96122
Attn: Chief Operations Officer
Email:

If to Customer:

Customer Name: <i>Greg Ellingsen</i>
Address 1: <i>520 Main Street</i>
Address 2: <i>Room 211</i>
City, State: <i>Quincy, CA</i> Zip Code: <i>95971</i>
Attention: Title:
Attention Name:
Email: <i>Greg.Ellingsen@countyofplumas.com</i>

Invoices shall be delivered to Customer at:

Customer Name: <i>Plumas County Information Technology</i>
Address 1: <i>520 main street</i>
Address 2: <i>Room 211</i>
City, State: <i>Quincy, CA</i> Zip Code: <i>95971</i>
Attention: Title:
Attention Name <i>Greg Ellingsen</i>

Or at such other address as may be designated in writing to the other Party. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, and shall be deemed delivered: if sent by U.S. Mail, three (3) days after deposit; or, if sent by commercial overnight delivery service, one (1) business day after deposit.

6.2 Maintenance Contact: As specified in Section 4.3, to facilitate PST access to Customer facilities at any and all days and times, Customer has designated the following individual as its point of contact for all communications relating to scheduled and emergency maintenance:

Contact Name: <i>Greg Ellingsen</i>
Phone Number: <i>530-283-6336</i>
Cell Phone Number: <i>530-988-3637</i>
E-Mail Address: <i>Greg.Ellingsen@countyofplumas.com</i>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

7 Customer Signature and PST Acceptance

By: _____

Title: _____

Company: Plumas County

Dated: _____

Caren Whipple

By: _____

Title: COO

By: Aaron Whipple

Company: PLUMAS-SIERRA TELECOMMUNICATIONS

Dated: 5-7-2021

By: _____

Approved as to form:

Sara James 5/4/2021
Sara James
Deputy County Counsel II



SERVICE QUOTE

DATE: 01/29/21

BILLING ACCOUNT: 57628

BUSINESS NAME	PLUMAS COUNTY IT
BILLING ADDRESS	520 MAIN ST RM 211
CITY STATE ZIP	QUINCY, CA 95971
CONTACT	GREG ELLINGSON
BILLING EMAIL	gregellinson@countyofplumas.com
BILLING PHONE	530-283-6336

SERVICE LOCATION	PLUMAS COUNTY IT – ANNEX BLDG
SERVICE ADDRESS	270 COUNTY HOSPITAL ROAD
CITY STATE ZIP	QUINCY, CA 95971
CONTACT	GREG ELLINGSON
CONTACT EMAIL	gregellinson@countyofplumas.com
CONTACT PHONE	530-283-6336

Quotation Details

Quantity	Product	MRC/NRC	Amount	Total
1	SERVICE INCREASE - TRANSPORT CIRCUIT 100Mb	MRC		\$ 480.00
	INSTALLATION/ACTIVATION:	NRC		\$ 99.00
	CONTRACT TERM: 60 Months			
	*This service does not include SLA coverage			
	A: 270 County Hospital Road, Quincy, CA			
	Z: 520 Main Street, Quincy, CA			
	Engineering Delivery Date TBD Based on Construction Schedule			

Quote prepared by: TIFFANY PRECOURT

Quote Expiration Date: 02/29/21

Monthly Recurring Charges

Non-Recurring Charges

TOTAL \$ 480.00

\$ 99.00

Authorized Signature

Customer Name:

Plumas-Sierra

Signature:

Telecommunications Signature:

Printed Name:

Printed Name: AARON WHITFIELD

Title:

Title: CHIEF OPERATIONS OFFICER

Date:

Date:

Terms & Conditions

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

Proprietary and Confidential Plumas-Sierra Telecommunications
73233 State Route 70 Portola, CA 96122 - 1-800-221-3474

THANK YOU FOR CHOOSING PST - WE APPRECIATE YOUR BUSINESS!



SERVICE QUOTE

DATE: 05/11/21

BILLING ACCOUNT: 57631

BUSINESS NAME	PLUMAS COUNTY IT
BILLING ADDRESS	520 MAIN ST RM 211
CITY STATE ZIP	QUINCY, CA 95971
CONTACT	GREG ELLINGSON
BILLING EMAIL	gregellingson@countyofplumas.com
BILLING PHONE	530-283-6336

SERVICE LOCATION	PLUMAS COUNTY IT – COURTHOUSE
SERVICE ADDRESS	520 MAIN STREET
CITY STATE ZIP	QUINCY, CA 95971
CONTACT	GREG ELLINGSON
CONTACT EMAIL	gregellingson@countyofplumas.com
CONTACT PHONE	530-283-6336

Quotation Details

Quantity	Product	MRC/NRC	Amount	Total
1	SERVICE INCREASE - 250MB CIRCUIT – DIA to include /30	MRC		\$ 1,620.00
	INSTALLATION/ACTIVATION:	NRC		\$ 99.00
	CONTRACT TERM: 60 Months			
	*Renewal - Bandwidth Upgrade			
	*This service does not include SLA coverage			
	Engineering Delivery Date TBD Based on Construction Schedule			

Quote prepared by: TEFFANY PRECOURT

Quote Expiration Date: 07/11/21

Monthly Recurring Charges

Non-Recurring Charges

TOTAL \$ 1,620.00

\$ 99.00

Authorized Signature

Customer Name:

Plumas-Sierra

Signature:

Telecommunications Signature:

Printed Name:

Printed Name: AARON WHITFIELD

Title:

Title: CHIEF OPERATIONS OFFICER

Date:

Date:

Terms & Conditions

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

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73233 State Route 70 Portola, CA 96122 - 1-800-221-3474

THANK YOU FOR CHOOSING PST - WE APPRECIATE YOUR BUSINESS!



2D

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

DATE: May 5, 2021

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Item for the meeting of May 18, 2021

Recommended Action:

Review and have the Board Chair sign a service agreement with Sierra Electronics.

Background and Discussion:

The Sheriff's Office and Sierra Electronics have a long-term relationship with the latter supplying needed communication systems maintenance, systems replacement and project support. The attached contract has the same terms as previous contracts approved by your Board, with just the date changed to cover calendar year 2021.

While the contract cap is at \$350,000, the base fee paid to Sierra Electronics is just over \$30,000 per year, with the balance available for unanticipated issues or new projects. The base fee provides 24/7 response to all communication infrastructure needs as well as shop and depot level repair of mobile and portable radios.

The contract has been reviewed by County Counsel and approved as to form.

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 Berry Enterprises, Inc., a Nevada corporation doing business as Sierra Electronics (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed three hundred and fifty thousand and 00/100 Dollars (\$350,000.00).
3. Term. The term of this Agreement commences January 1, 2021 and shall remain in effect through December 31, 2021, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2021, to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

- 1 -

____ CONTRACTOR INITIALS

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

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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 Office
County of Plumas
1400 E. Main St. Quincy, CA 95971
Attention: Chad Herman, Undersheriff

Contractor:

Sierra Electronics
690 East Glendale Ave., Suite 98
Sparks, NV 89431
Attention: Contracts Manager

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. **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.
25. **Equipment Maintenance Agreement.** The Equipment Maintenance Agreement attached as Exhibit A is incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the terms of Exhibit A, the terms of this Agreement shall prevail.

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

CONTRACTOR:

Berry Enterprises, Inc., a Nevada corporation
doing business as Sierra Electronics

By: _____

Jarrel L. Walton
President/GM

Date signed:

By: _____

Donna L. Walton
Secretary

Date signed:

COUNTY:

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

By: _____

Name: _____
Title: Chair, Board of Supervisors
Date signed: _____

Approved as to form:

Sara James
Deputy County Counsel II

5/4/2021

_____ COUNTY INITIALS _____

-6-

CONTRACTOR INITIALS _____

EXHIBIT A

Contractor will charge the following rates for monthly maintenance of the below listed equipment:

Equipment Description	Model#	Serial#	Place of Service	Per unit	Total
Astro Digital Base Station			Hough	46.00	46.00
XTL Digital Base Station			Quincy/Portola	46.00	92.00
MSF 5000 UHF RF Link			Dispatch/Huff	138.00	138.00
MSF 5000 Repeater		Huff/Red	Black	69.00	69.00
Quantar Repeaters			HiRed/Beck/Dyer	69.00	276.00
Quantar Base			Quincy	57.50	115.00
3 Position Dispatch Console			Quincy	258.75	258.75
IP Link From Quincy To Portola			Quincy/Portola	28.75	28.75
XTS2500 Portable Radios			Sierra Shop	7.20	432.00
HT1000 Portable Radios			Sierra Shop	7.20	43.20
MT2000 Portable Radios			Sierra Shop	7.20	1440
XTL5000 Mobile Radios			Quincy	7.20	2,3040
MCS2000 Mobile Radios			Quincy	7.20	72.00
Vehicular Repeaters			Quincy	4.00	176.00
Spectra Mobile Radios			Quincy	7.20	1440
Federal TM4 Siren Control Modules			Quincy	4.60	128.80
Undercover Siren & Light Controllers			Quincy	4.60	1840
XTL5000 Boat Radios			Quincy	2.30	11.50
MCS2000 Boat Radio			Quincy	2.30	2.30
Kenwood TKR8400	MedCon Equipment		O Beck/Flea/Hough/Rr	69.00	276.00
Quantar Repeater	MedCon Equipment		ODyer	69.00	69.00
			Monthly Total		2,511.90

Scope of Work and Fee Schedule

For all labor work on equipment that is not covered under the attached Equipment List, Contractor's labor rates are:

For in-shop or field installation: \$65.00 per hour

For bench repairs: \$96.00 per hour

For field repairs: \$110.00 per hour

For high technical labor: \$125.00 per hour

The labor rates listed in this Agreement shall not be applicable to project-based work awarded following the solicitation of bid requests from the County. The labor rates for such project-based work shall be the amounts quoted in Contractor's responses to such bid requests.

Establishment of a Veteran Resource Outpost

Plumas County, California

Date: May 5, 2021

To: The Plumas County Board of Supervisors
Gabriel Hydrick

Subject: Obtaining the Sierra House to establish a veteran resource outpost in Plumas County, which hopefully helps Plumas County to obtain a veteran's clinic.

Background:

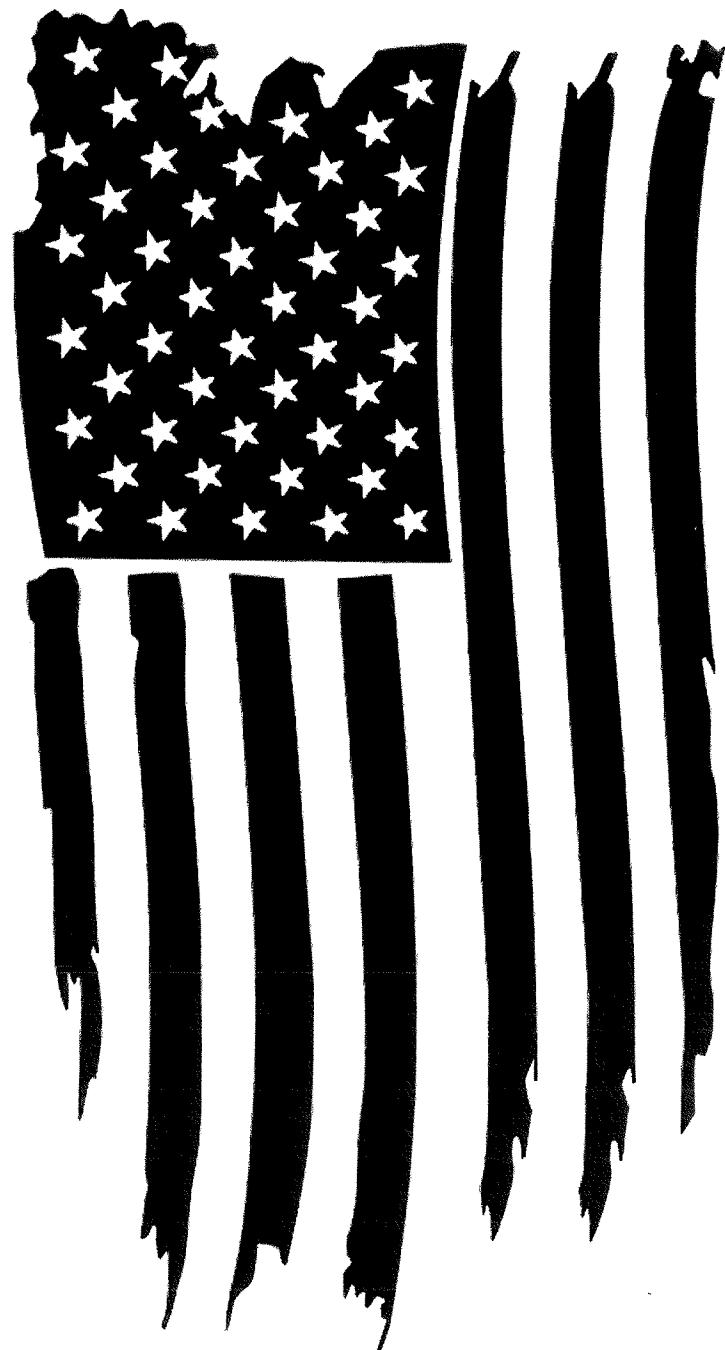
The Plumas County Veterans Collaboration (TPCVC) was established in September 2017. TPCVC consists of volunteers who either served in the military or are supporters of those who have. We work in various positions within Plumas County to serve the public through local governments and non-profits in order to increase the outreach and connections of services available for the veterans within our community and Sierra County, California. We successfully established our own County Veterans Stand Downs in 2018, and we are currently working on our 4th Annual Plumas County Veterans Stand Down.

I am writing to request your support to transfer the ownership of the Sierra House to the Plumas Crisis Intervention and Resource Center (PCIRC). The Sierra House would be used to establish a veteran's resource outpost in Plumas County. PCIRC is a private non-profit, who has the resources needed to establish said outpost. The long-term goal would be establishing a veteran clinic on said property.

Our county has a high number of reported veterans. Many of our local veterans live with unique challenges stemming from their military service. Some have become homeless; some may self-medicate due to physical/mental health issues; or may have experienced some type of trauma due to military service. There are limited resources to assist veterans with their needs within Plumas County, this includes a safe and sober transitional housing program. As of now, our veterans need to travel to Reno, NV; Susanville, CA; or other surrounding areas to receive medical and/or mental health services. Many veterans within Plumas County travel between 1 -2 hours, one way, for basic medical and/or mental healthcare.

Some of our county veterans lack local resources, or may have impairments, which prevent them from driving, do not necessarily have easy access to any of the V.A. resources. Many veterans find it difficult to participate in online services, due to limited internet capabilities or unfamiliarity with today's technology. Even with the mission act, there are numerous limitations of resources within Plumas County.

PLUMAS COUNTY
VETERAN RESOURCE OUTPOST



Overall Goal

- Establish an on-site veteran's clinic (Long-Term Goal).
- Establish a sober living, transitional housing for veterans.
- Establish support services, group services, to veterans, their families, and/or support circle.
- Create a network for veterans with other veterans. This includes a network for veteran families.

The Plumas County Veterans Outpost (PCVO) would provide the following:

- Provide veterans with immediate services.
- House homeless veterans; sober living environment
- Help veterans with substance/alcohol use;
- On-site Zoom room to help veterans with connecting with V.A. services;
- On-Site veteran support groups for: PTSD, and alcohol/drug issues.
- Veteran Access Computer Center.

Potential other services offered:

Yoga/exercise program:

Family integration therapy

Grief Counseling

Clothing/Military Gear

Pet therapy program/ Small dog park area

Recreational activities (vet hiking, kayaking, running group, bowling, movie, etc)

Veteran Garden

Anger management classes

Community Partners:

Plumas Crisis Intervention and Resource Center

Plumas County Public Health/Veterans Services

Plumas County Probation Department

District Attorney's Office/Alternative Sentencing

Parole

Plumas County Sheriff's Office

Plumas County Behavioral Health Department

Business & Career Network/Alliance For Workforce Development

Local Veteran groups or veteran supportive groups:

Benevolent and Protective Order of Elks

American Legion

Veterans of Foreign Wars

Potential employment positions created through PCIRC:

Site/Office Manager: One full-time position 8-5

House Manager/Coordinator: One full-time position: 24/7 Services: 5pm-8am

Part-time clerical:

Alcohol/Drug Recovery Specialist

Mental Health Support Specialist

Who else could benefit from a veterans outpost?

District Attorney's Office/Alternative Sentencing/CJC Court

Localized support group

Housing for recovery:

Plumas County Sheriff's Office:

In lieu of jail, Deputies can bring a Veteran to the house:

Plumas County Probation Department:

Instant support group

Localized support group

Housing for recovery, transitional housing options for the veterans who are released from prison:

Feather River College:

Work-Study Programs

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971
 (530) 283-6444 FAX (530) 283-6160
 Email: nancyselvage@countyofplumas.com



DATE: May 10, 2021

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MAY 18, 2021.

RE: APPROVE RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE CRAFTS & TRADES BARGAINING UNIT REPRESENTED BY OPERATING ENGINEERS LOCAL #3.

IT IS RECOMMENDED THAT THE BOARD:

Approve resolution to ratify the Memorandum of Understanding for the Crafts & Trades Bargaining Unit, represented by Operating Engineers Local #3.

BACKGROUND AND DISCUSSION:

The County negotiation team has met in good faith with the bargaining team of Operating Engineers to reach a tentative agreement. The tentative agreement for the Crafts & Trades Unit contains the following:

1. Proposal 1 - Term

The County counter-proposes that the term of the successor MOU be July 1, 2020 to June 30, 2022.

2. Proposal 2 - Wage

The County counter-proposes that base wages increase 2.0% effective the first full pay period following Board adoption of the successor MOU.

3. Proposal 3 – Longevity

The County reiterates and includes in the package its July 10, 2020 counter-proposal which seeks to amend Section 2.03 as follows:

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18) and twenty-one (21) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire.

4. Proposal 4 – Health Insurance

Effective the first full month following Board of Supervisors adoption of the successor MOU, the County proposes to amend Section 4.01(a) as follows:

Each month, the County shall contribute up to the following amount to fund the combined premiums for employee medical, dental, life and vision insurance for each benefit level:

Employee Only: \$711.20

Employee Plus One: \$1,421.60

Full Family: \$1,920.00

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

5. Proposal 5 – Tool Allowance

The County reiterates and includes in the package its July 10, 2020 counter-proposal which accepts the Union's proposal to increase the tool allowance and seeks to amend Section 7.01 as follows:

In July of each year, classifications currently receiving a tool allowance shall receive seven hundred fifty dollars (\$750) per year. Expanded eligibility for tool allowance beyond the current classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

6. Proposal 6 – Clothing

The County reiterates and includes in the package its July 10, 2020 counter-proposal which accepts the Union's proposal to increase the clothing allowance and seeks to amend Section 7.02 as follows:

- (a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner, or be subject to disciplinary action.
- (b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.
- (c) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanics I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency and service provider to be determined by the Public Works Director.
- (d) Each July 1, the County shall provide a Safety-Clothing/Boot Allowance of Four Hundred Fifty (\$450.00) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments. The following classifications are eligible for the Safety-Clothing/Boot Allowance which shall be paid with the first full pay period of each fiscal year, or with their first paycheck after assignment to an eligibility classification:

Crafts & Trades Unit Job Classifications
<ul style="list-style-type: none">• Equipment Service Worker• Lead Power Equipment Mechanic• Mechanic / Shop Technician• Power Equipment Mechanic I• Power Equipment Mechanic II

• Public Works Maintenance Lead Worker
• Public Works Maintenance Worker I
• Public Works Maintenance Worker II
• Public Works Maintenance Worker III
• Welder

It is my recommendation to approve the attached Resolution. Thank you for your consideration in this matter.

RESOLUTION NO. 2021- _____

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT
OF CRAFTS & TRADES REPRESENTED BY
OPERATING ENGINEERS LOCAL #3**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the Crafts & Trades Unit represented by Operating Engineers Local #3 have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, for the Crafts & Trades Unit employees. The period covered under this tentative agreement is July 1, 2020 through June 30, 2022.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the General Unit and the Mid-Management Unit.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understanding for the Crafts & Trades Unit has set forth in the copies of the Memorandum of Understanding attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director, are hereby directed to implement the provisions of these Memorandum of Understanding and the Board Chair is authorized to execute the individual Memorandum of Understanding and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 18th day of May 2021 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6336
Email: GregEllingson@countyofplumas.com

Greg Ellingson
Director of Information
Technology

DATE: May 10, 2021
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology

SUBJECT: **AGENDA ITEM FOR THE MEETING OF MAY 18, 2021 RE:
AUTORIZE THE INFORMATION TECHNOLOGY DIRECTOR TO PAY UNBUDGETED ANNUAL
SERVICE AGREEMENT WITH CENTRAL SQUARE (PENTAMATION) FOR A 12-MONTH CONTRACT
NOT TO EXCEED \$25,734.37.**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Authorize the Information Technology Director to pay unbudgeted annual service agreement with Central Square (Pentamation) for a 12-month contract not to exceed \$25,734.37.

Background and Discussion:

Due to multiple "go-live" delays of the Human Resources module of Munis, it is now required to renew the service agreement with our currently used Human Resources system (Pentamation). This is required to continue with essential employee payroll and state reporting tasks. This was not included in the 2020-21 requested I.T. budget. Budget transfer approved from professional services to Information Technology by auditor-controller.

Superion, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centsquare.com

Bill To

County of Plumas
 PLUMAS, CA, COUNTY OF
 Attn: Court House/Dave Preston
 520 Main Street,
 Room 211
 QUINCY CA 95971
 United States

Ship To

County of Plumas
 PLUMAS, CA, COUNTY OF
 Attn: Court House/Dave Preston
 520 Main Street,
 Room 211
 QUINCY CA 95971
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1777	County of Plumas		USD	Net 30	4/30/2021

	Description	Units	Rate	Extended
Contract No. Q-32621				
1	PLUS Human Resources Payroll - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	\$4,375.52	\$4,375.52
2 PLUS - State Reporting - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022				
3	PLUS Financial Accounting - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	\$8,124.52	\$8,124.52
4	PLUS Personnel Budgeting-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	\$1,208.24	\$1,208.24
5	PLUS Fixed Assets-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	\$1,874.48	\$1,874.48
6	PLUS Position Control-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	\$986.30	\$986.30
7	PLUS Treasury System - Annual Maintenance Fee Maintenance: Start:5/1/2021, End: 4/30/2022	1	\$4,375.52	\$4,375.52



Invoice

Invoice No (1 of 1)
312017

Date
3/25/2021

Page
2 of 2

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centsquare.com

Bill To

County of Plumas
PLUMAS, CA, COUNTY OF
Attn: Court House/Dave Preston
520 Main Street,
Room 211
QUINCY CA 95971
United States

Ship To

County of Plumas
PLUMAS, CA, COUNTY OF
Attn: Court House/Dave Preston
520 Main Street,
Room 211
QUINCY CA 95971
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1777	County of Plumas		USD	Net 30	4/30/2021

Please include invoice number(s) on your remittance advice,
made payable to Superion, LLC

Subtotal \$25,734.37

ACH:

Tax \$0.00

Routing Number 121000358

Account Number 1416612641

E-mail payment details to: Accounts.Receivable@CentralSquare.com

Invoice Total \$25,734.37

Check:

Payments Applied \$0.00

12709 Collection Center Drive

Balance Due \$25,734.37

Chicago, IL 60693

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Information Technology Dept. No: 20220 Date 5/10/2021

The reason for this request is (check one):		Approval Required
A.	<input checked="" type="checkbox"/>	Board
B.	<input type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input type="checkbox"/>	Auditor
E.	<input type="checkbox"/>	Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF
SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

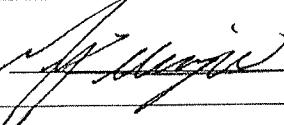
In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) UNBUDGETED SOFTWARE MAINTENANCE FOR CENTRAL SQUARE (PENTAMATION) DUE TO MUNIS HR MODULE DELAYS

B) _____

C) _____

D) _____

Approved by Department Signing Authority: 

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: 

5/10/21

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director



AGENDA REQUEST

For the May 18, 2021 meeting of the Plumas County Board of Supervisors

May 6, 2021,

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the LaPorte Maintenance District, discussion and possible action.

A handwritten signature in black ink that reads "John Mannle".

Background:

As the result of the resignation of the LaPorte LeadWorker, effective April 19, 2021, and Promotion of a LaPorte Road Maintenance Worker to LeadWorker, there exists a vacancy for a Road Maintenance Worker in the LaPorte Maintenance District.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 20/21 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker position in the LaPorte Maintenance District.

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker / Public Works Maintenance Division – La Porte District

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

Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.

Why is it critical that this position be filled at this time?

The minimum crew size for the La Porte area is 4. At least 2 personnel provide for traffic control during the majority of maintenance activities leaving just 2 personnel to perform the activity. Maintenance Workers are subject to 24 hour “call-out” for road related emergencies and snow removal.

How long has the position been vacant?

Vacant as of 04/19/2021.

Can the Department use other wages until the next budget cycle?

The Maintenance Division’s budget line item for wages in the 20/21 budget includes funds for this position.

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

No specific research has been performed for this position. Generally speaking however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

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

Providing adequate maintenance necessary component to keep County roads in the La Porte Area in a safe condition for public use for all modes of travel.

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

The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the La Porte Area.

A non-General Fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

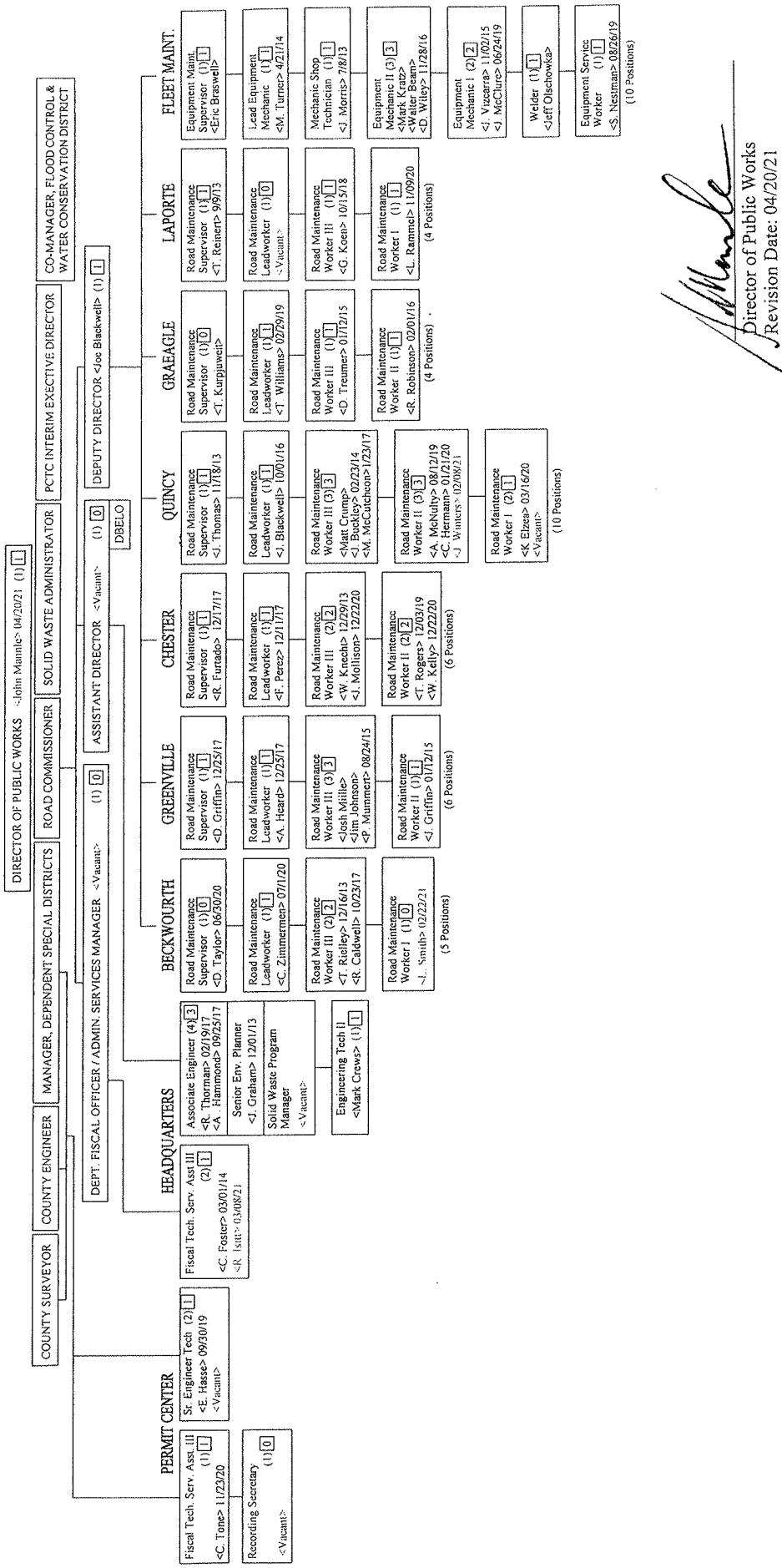
Does the budget reduction plan anticipate the elimination of any of the requested positions?
No

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

Yes – \$1,069,000.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART





Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

NEAL CAIAZZO
DIRECTOR(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 3, 2021

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR MAY 18, 2021

RE: APPROVAL TO FILL A VACANCY IN THE ELIGIBILITY SPECIALIST SERIES IN
THE DEPARTMENT OF SOCIAL SERVICES**It is Recommended that the Board of Supervisors**

Authorize the Department of Social Services to fill a vacancy in the Eligibility Specialist Supervisor series following the resignation of the incumbent on May 12, 2021.

Background and Discussion

The Department of Social Services has been notified that an incumbent employee in the class of Eligibility Specialist Supervisor resigned from her position with the Department effective May 12, 2021. As is shown on the enclosed Table of Organization, the Eligibility Specialist Supervisor is the supervisor for a unit of seven Eligibility Specialists and a lead Eligibility Specialist. The staff in this unit processes applications and continuing eligibility for economic assistance programs such as CalFresh, Medi-Cal and county General Assistance. As your Board is aware, demands for these programs have been high due to the expansion of the Medicaid Program.

Financial Impact

There is no financial impact to the County's General Fund as a result of taking this action because all funds to support this position come from federal, state and Realignment sources. The position is funded in the Department's 2020-2021 adopted County budget.

Copies: PCDSS Management Staff

Enclosures (2)

Position Classification: Eligibility Specialist Supervisor

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description:

This position is primarily responsible for supervising staff that perform eligibility determinations for the Medi-Cal, CMSP and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal and CMSP programs are critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal and County CMSP programs. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Foodstamp) program are a state mandated activity.

Funding Sources: Medi-cal is entirely funded by State General Fund and federal pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, generally 15% of the cost of time spent performing CalFresh (Foodstamp) eligibility determinations.

Special Considerations: Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that a position is not filled, the fixed overhead costs redistribute themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in their cost structure. It is in the County's best interests to avoid such a scenario.

Reason for the Vacancy: The reason for this vacancy is because the incumbent resigned from county service effective May 12, 2021.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Eligibility Specialist Supervisor

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

Answer: Yes. CalFRESH (Foodstamps), Medi-Cal and CMSP are state mandated/county administered public assistance programs. The Eligibility Specialist Supervisor provides supervisory oversight for employees performing these functions.

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

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

- How long has the position been vacant?

Answer: The position became vacant effective May 12, 2021.

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

Answer: No.

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

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

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

Answer: The Department would not have a first line supervisor with oversight responsibility for the staff that performs eligibility determinations for CalFRESH, Medi-Cal and CMSP.

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

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

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

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

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

Answer: No.

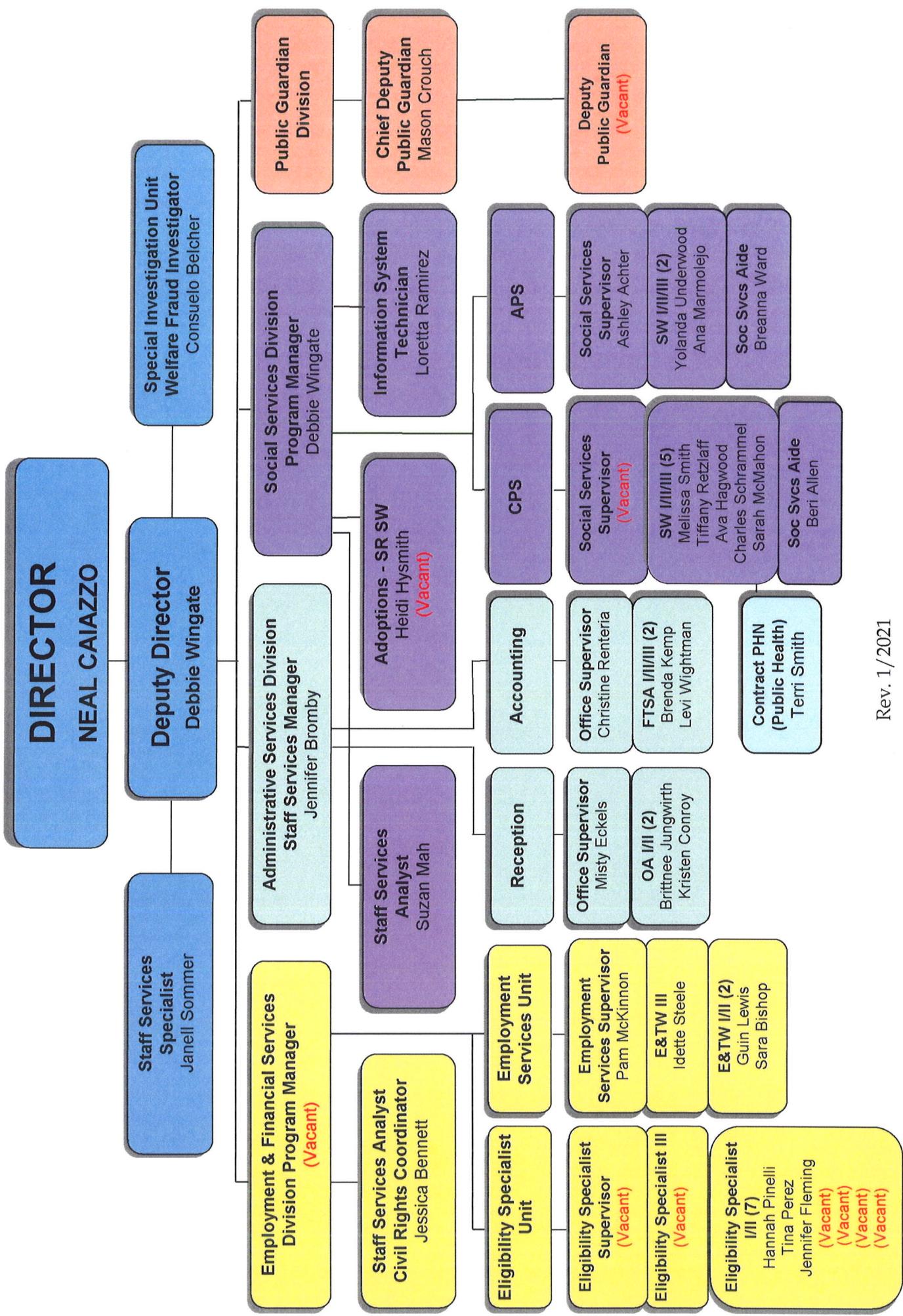
- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: No.

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

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

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



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DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 3, 2021

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 18, 2021

RE: AUTHORIZATION TO FILL A VACANT DEPUTY PUBLIC GUARDIAN POSITION
IN THE OFFICE OF THE PUBLIC GUARDIAN

It is Recommended that the Board of Supervisors

Authorize the Office of the Public Guardian to fill a vacant .50 FTE Deputy Public Guardian position.

Background and Discussion

The Office of the Public Guardian has experienced a vacancy in the Deputy Public Guardian position. The position is currently allocated at .50 FTE. As is explained in more detail in the accompanying back up material, the position performs accounting, paying bills, depositing and reconciling Conservatee income for individuals who are under Conservatorship by order of the Superior Court. A Table of Organization is provided showing the location of the vacancy within the organization's structure.

Fiscal Impact

The Office of the Public Guardian is a General Fund Department. The Deputy Public Guardian position is funded in the current year County budget.

Copy: DSS Managers (memo only)

Position Classification: Deputy Public Guardian/ Conservator I or II

FTE: 0.50

Budgeted Position: Yes

Mandated Program: Yes for LPS Conservatees and By Order of the Superior Court

Position Description: The Office of the Public Guardian/Conservator is an independent division of the Department of Social Services. The Public Guardian/Conservator provides case management services for the personal and financial affairs of persons whose physical and/or mental condition renders them incapable of managing these matters on their own. The Public Guardian/Conservator provides such services when there is no other person with legal responsibility for the conservatee's affairs who can be identified or who is willing and capable of performing them.

The Deputy Public Guardian performs a variety of support assignments that assist the office with guarding the assets and protecting the health of people placed as conservatees under the Public Guardian Office. Duties can include paying for living expenses, reconciling monthly expenses and income to a client account control system, assisting with determining the need for and accessing health care services, making visits to conservatees residing in long term care to determine adequacy of care, and occasionally performing work that includes creating an inventory of a conservatee's estate and disposing of such items either through sale or other means.

Funding Sources: The services provided by the Office of the Public Guardian are generally supported by the County General Fund. The Office does collect fees and revenues from other sources.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Deputy Public Guardian

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

Answer: Yes. The County Code provides for the operation of a Public Guardian function.

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

Answer: This position provides financial accounting and bill paying services for individuals who have been conservated under the order of the Superior Court.

- How long has the position been vacant?

Answer: The position has been vacant since April 2020.

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

Answer: No.

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

Answer: Other Counties typically utilize a Deputy Public Guardian in similar ways to assist with managing Conservatee assets and resources.

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

Answer: Adult Protective Services and Public Guardian

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

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state and local policy decisions. Other Departments could be impacted by such reduction strategies. In particular and in relationship to this position, the County Behavioral Health Department would be directly impacted if this position is not filled.

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

Answer: No.

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

Answer: No.

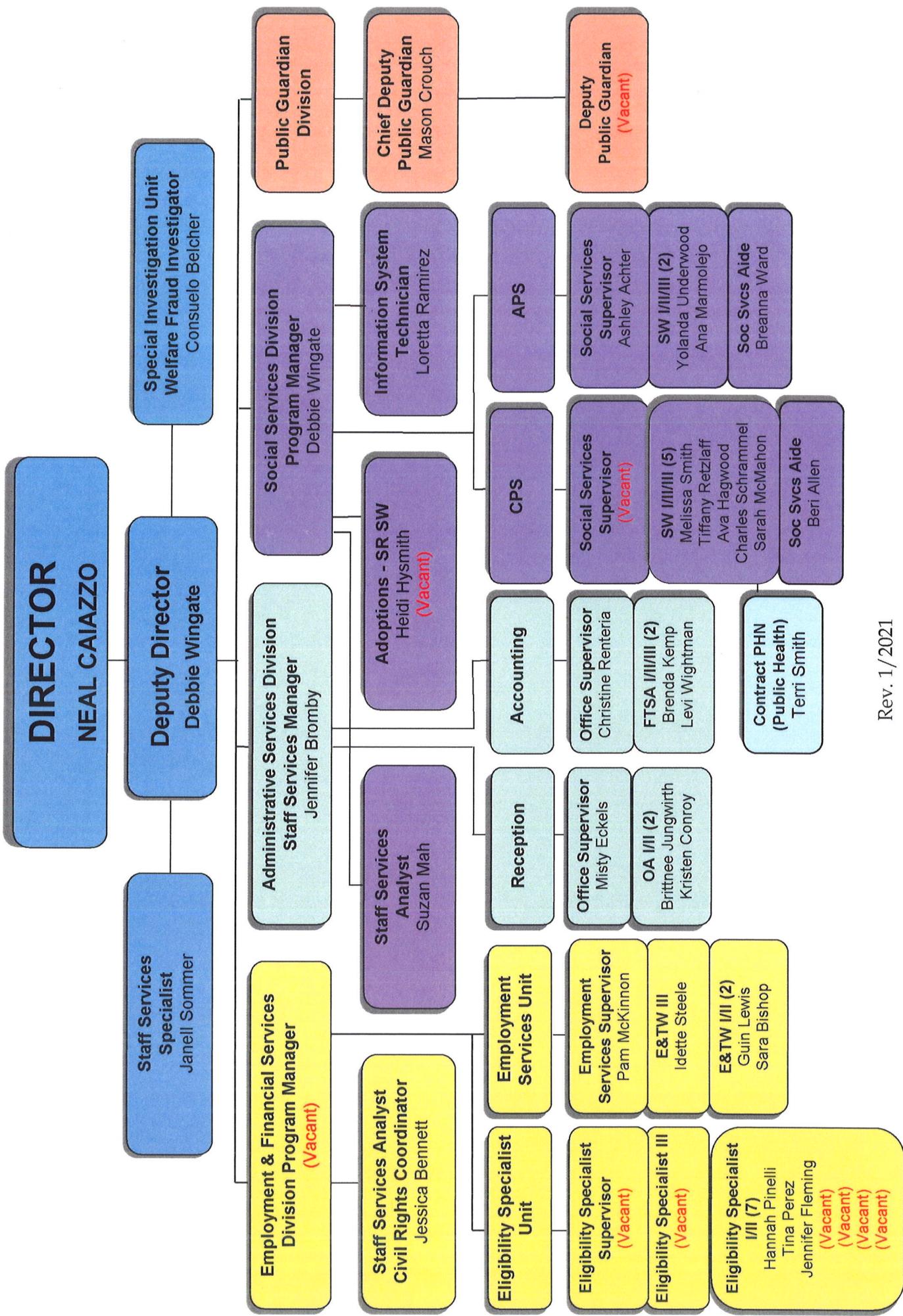
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: Filling this position does not change estimated reliance on County General Fund dollars. Public Guardian is currently a General Fund Department.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Answer: The Department does have a reserve however the reserve is not available to fund Public Guardian at the present time.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



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COUNTY ADMINISTRATOR

Gabriel Hydrick

AGENDA REQUEST AND STAFF REPORT

For the May 18th, 2021 meeting of the Plumas County Board of Supervisors

Subject: CDBG CV-2 & 3 Grant Application Public Hearing

To: Honorable Board of Supervisors, Clerk of the Board, County Counsel

From: Gabriel Hydrick, County Administrator

Date: 5/6/2021

Strategic

Relevance: N/A

Background/Introduction:

On December 18, 2020, HCD issued **CDBG CV2 & CV3 NOFA** for funding provided under the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020. Approximately \$71 million in CDBG-CV2 and CDBG-CV3 federal funds authorized by the CARES Act was allocated to eligible jurisdictions to perform activities related to COVID-19 response and recovery. The **County's allocation is \$387,477**.

The Board previously authorized the submission of a **CDBG CV1 application** for \$81,532 in September last year for the Senior Nutrition program, which is to offset the General Fund's contribution for this program. The County's application was subsequently approved by HCD.

Today's proposed action is to provide information to conduct a **Public Hearing** and submit a second application for an additional total amount of \$387,477 for a **Small Business Grants Program** and for a **Career Development Program**. \$206,605 is proposed to be allocated for grants to small businesses impacted by COVID that are located in low- and moderate-income areas. Business grant funding can be used for the following:

- Payment of lease/rent/mortgage or utilities
- Payment of debt incurred since March 2020
- Employee wages and associated costs
- Supplies and materials to help prevent the spread of COVID
- Costs associated with complying with public health orders
- Any other CDBG eligible expenses to prevent, prepare for, and respond to COVID

The **Career Development Program** will help persons unemployed by COVID learn new skills that are in demand by new and existing employers. The program will also assist businesses affected by closures with employee retention. Funding for this program is proposed to be \$130,500 of the CDBG 2 & 3 allotment.

No more than 13% of the total allotment may be used for administrative costs for both of these programs. Therefore, \$50,372 has been set aside, but any unused administrative funds will be put towards the programs.

The County and city of Portola have been working together on this grant and the City is submitting its application with the County's. Portola has an amount of \$285,985 that will also go towards the Small Business Grants Program. With the City joining under the County's application, CDBG CV 2 & 3 grants will total \$673,462. A resolution and MOU between the City and County will be brought before each respective governing board in the near future.

Finding Analysis:

The County and City have worked together with the assistance of Michael Baker International to prepare an application according to the information in

Recommended Actions:

Staff respectfully recommends the Board of Supervisors:

- Conduct a public hearing in accordance with state CDBG regulations 25 CCR Section 7080 to:
 - Inform the public of the intent to apply for and use CDBG program funds
 - Inform the public of the intent to spend CDBG Program Income funds on an eligible CDBG activity
 - Allow the public the opportunity to provide input into what activities they deem priorities of the County and for which the County should apply
 - Provide the public an assessment of the CDBG program accomplishments
- Direct staff to bring forward a resolution and MOU with the city of Portola

Or

- Provide staff different direction

Fiscal Impact:

The CDBG CV-2 & 3 grant money will cover all costs, including program administrative costs.

Attachments:

Attachment 'A': CDBG NOFA Appendix C (2018 Public Participation, Hearings and Information Requirements)

Attachment 'B': Public Hearing Notice

APPENDIX C**2018 PUBLIC PARTICIPATION, HEARINGS
AND INFORMATION REQUIREMENTS****PUBLIC PARTICIPATION**

Jurisdictions must provide opportunities for public participation, particularly for Low/Mod persons and others that may be affected by the proposed CDBG-funded activities. **Public meetings and hearing processes must be conducted in accordance with state CDBG regulations 25 CCR Section 7080, otherwise the application may be determined to be ineligible.**

Applicants must ensure compliance with the Federal Regulations 24 CFR 570.486(a) and the State of California's Annual Action Plan Update to the Consolidated Plan:

Purpose of Public Participation:

- To inform the public of the intent to apply for and use CDBG program funds;
- To inform the public of the intent to spend CDBG Program Income (PI) funds on an eligible CDBG activity;
- To allow the public the opportunity to provide input into what activities they deem priorities of the jurisdiction and for which the jurisdiction should apply;
- To provide the public an assessment of the CDBG program accomplishments.

Required Jurisdiction's Actions:

- To publish public hearing notices in a newspaper of general circulation within the city/county.
- To hold Public Hearings.
- To submit a certified copy of the Public Hearing Notice and documentation verifying the jurisdiction held the public hearing.

Note: If the applicant intends to submit an application for funding and will request a waiver to the expenditure rule, the public hearing notice and Resolution must identify that the jurisdiction will apply for CDBG funds and requests approval to submit the application as an exception to the 50 percent Expenditure Rule.

Pursuant to the State's Annual Action Plan, all local governments must comply with the following requirements:

Public Participation Requirements for Local Governments receiving CDBG (Section 91.115(e)): The State encourages public participation in all aspects of the State's CDBG program, including the planning and development of the State's program and the local application and implementation process. To promote public participation as program beneficiaries, especially Low/Mod persons, the State encourages applications by local governments where high rates of poverty exist, and encourages eligible local governments to use CDBG funds to principally benefit targeted income group households. The State requires local governments that receive CDBG funds from the State to comply with at least the following public participation requirements:

1. Local governments that apply for and administer CDBG funds must have active public participation processes that encourage participation by Low/Mod persons and by residents of neighborhoods with high concentrations of housing and community development needs and Low/Mod persons and households.
2. In accordance with federal regulations (24 CFR, Section 570.486), the State requires local governments to meet federal public participation and noticing requirements. The required public participation activities include holding accessible public hearings after proper notice. Proper recordkeeping is required. The State monitors for compliance with these federal requirements during its review of each grantee's performance.
3. Local governments must meet the needs of limited-English speaking persons where significant numbers exist.
4. In accordance with CPD Notice CPD 05-03, issued by the U.S. Department of Housing and Urban Development (HUD), Community Planning and Development, on June 6, 2005, regarding the New Freedom Initiative, local governments participating in the CDBG Program are encouraged to expand their outreach efforts to persons with disabilities. This expansion is intended to ensure that persons with disabilities are aware of the support that may be available to them through CDBG-assisted programs in the jurisdictions in which they reside. The State recommends that local government applicants and grantees of the State CDBG Program notify and partner with local disability advocacy groups, Independent Living Centers (ILCs), and persons with disabilities to identify the needs of persons with disabilities and to determine how best to address the identified needs. The New Freedom Initiative is intended to remove the barriers to community living that are present in the lives of persons with disabilities.

PUBLIC HEARINGS AND MEETINGS

Both a public hearing and a public meeting must be publicly noticed in a local newspaper of general circulation, or posted in at least three public places. Public hearings are typically held before a local governing body and adhere to the following protocol:

1. Public noticing
2. Open and close the hearing
3. Public comments recorded and made part of meeting minutes
4. Have available on the local jurisdiction's webpage or in public view

Applicants may choose to conduct CDBG public meetings using the public hearing process to allow for consistency.

All hearings shall be noticed pursuant to the local governing body's standard noticing requirements. It is recommended to allow 10 days of notice prior to the public hearing. However, at a minimum, all public hearings must follow the requirements of the Brown Act of 2003. Hearings shall be held at a time and place convenient to the public, with accommodations made for persons with disabilities. Where a significant number of limited-English speaking persons can reasonably be expected to participate, the notice must be in the appropriate language(s) and provision must be made for interpreters at the hearing.

Public notices shall contain the following information:

1. The time and place of the hearing

2. The availability of a Public Information File about the CDBG program
3. The reason for the public hearing; topic(s) for which comments are being heard
4. All CDBG topics to include both grant and program income funded activities
5. An invitation to submit written comments and guidance on where to send such comments

In addition, specific public hearings require specific information in the public notice, as noted in the following sections.

APPLICATION HEARINGS

It is important to fully disclose the following information at public meetings and hearings prior to submitting the application to the Department. Sample Notices are provided in this appendix.

Proof of publication of the actual public meeting and public hearing notices must be included in the grant application.

24 CFR 570.486(a)(5) states that a local jurisdiction's public participation plan must:

1. Provide for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining the public's views and responding to proposals and questions.

Together the hearings must cover:

- community development and housing needs;
- development of proposed activities; and
- a review of program performance.

2. The public hearings to cover community development and housing needs must:
 - **be held before submission of an application to the state;**
 - be reasonable notice of the hearings; and
 - be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped.
3. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate.

25 CCR Section 7080 states that a local jurisdiction's public participation plan must:

1. Include a minimum of one public meeting is required for each program phase.
2. In addition, each applicant shall hold a minimum of one public hearing prior to submitting the application.

A. At Application Design Phase: At least one publicly-noticed meeting must be held during the time when the applicant is determining what the community development and housing needs are and deciding which local project(s) or activity(s) to apply for funding. This public meeting is not required to be in front of the governing body but members of the governing body should be in attendance. All residents, especially in the areas where funds will be used, should be encouraged to participate. The public notice for this hearing must include the following information:

- The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income) for the CDBG NOFA and,
- The applicant's available amount of CDBG Program Income on hand or anticipated.

Furthermore, at this hearing, the following information must be included:

- An explanation of the CDBG program;
- An opportunity for attendees to ask questions and suggest possible uses of funds;
- A discussion of the National Objectives of the CDBG Program;
- Information about the anticipated amount of funding available, the range of possible activities that may be undertaken with CDBG funds, and the opportunities for public involvement as the program progresses; and,
- An invitation for written comments and how to submit such comments;

If the application includes a request for waiver, it must be included at the hearing.

B. Prior to Submitting an Application for Funding: After the application is prepared and prior to submittal, the jurisdiction shall hold a formal public hearing before the local governing body to adopt the Resolution approving the application. The public notice must include the following information:

- The total amount of CDBG funds being requested; the amount for each activity including any supplemental activities; and,
- a relocation plan, if residents will be relocated as a result of the proposed activity

Furthermore, in the Application Submittal Hearing, the jurisdiction must:

- Provide a full description of the activity(s) and supplemental activities in the application;
- State the total amount being requested, and the amount for each specific activity;
- Provide the amount of CDBG Program Income on hand or anticipated;
- Describe the location of each activity and how it will meet the National Objective(s);
- Provide anti-displacement and relocation plans, if the activity is likely to result in displacement;
- Provide a time schedule of the activity;
- For Planning Assistance (PTA) only, state the amount of cash match and the source of funds;
- Provide opportunities for attendees to comment on the application activities.

If the application includes a request for waiver, it must be included at the hearing.

RECORDKEEPING

The applicant shall keep a record of all public hearings and meetings. The record should contain copies of the public notices, minutes of the hearings documenting that the contents of the notice were discussed at the hearing, a list of attendees and a summary of comments. If no comments were received, that should be noted in the record. We recommend reading the contents of the Notice into the minutes to ensure that all items are discussed. Attendees are not required to sign a sign-in sheet, but the file should show that a list was made available for sign-

in at the start of the hearing. If attendees were present but did not sign-in or if no one attended, the file should so indicate.

DECISIONS REGARDING APPLICATION CONTENT/GRIEVANCES AND COMPLAINTS

The local governing body has the sole discretion of deciding the contents of an application for funding. Any allegations made by any resident of the community that the procedural or legal requirements of the program are being violated should be thoroughly investigated. Any written complaints and grievances must receive a written response within 15 days where practicable.

SAMPLE NOTICES

Sample public notices for use at the application design stage and the application submittal stage are given below. Copies of the affidavits of publication (or if posted, copies must be certified by city/county clerk) must be included in the application.

SAMPLE - NOTICE OF PUBLIC MEETING FOR DESIGN PHASE

Notice of Public Meeting for Discussion of Possible State CDBG Application

NOTICE IS HEREBY GIVEN that the *(jurisdiction)* will conduct a public meeting on *(date)* at *(time)*, at *(place)* in order to discuss possible applications for funding under the next fiscal year's (July 1 to June 30) State Community Development Block Grant (CDBG) Program and to solicit public input on possible competitive and supplemental activities to be included in the application.

The Community Development and Economic Development Allocations of the State CDBG program will be published a combined "Notice of Funding Availability" (NOFA) each program year. Eligible cities and counties may submit applications for CDBG funds under the NOFA for a maximum per application request of \$ 3,000,000. It is estimated that the funding of the State 2018 CDBG program allocation is approximately \$29,000,000. The Economic Development "Over-the-Counter" (OTC) Allocation requires a separate application with a maximum limit of \$3,000,000 per year. The NOFA also includes the Native American and Colonia's Allocations. The Native American Allocation is only for areas with high concentrations of low-income Native American residents, who are not part of a federally recognized Native American Indian tribe or Rancheria. The Colonia's funding is only for designated communities within 150 miles of the Mexican-American border.

ELIGIBLE ACTIVITIES UNDER THE ABOVE ALLOCATIONS IN THE NOFA CONSIST OF: HOMEOWNERSHIP ASSISTANCE AND HOUSING REHABILITATION PROGRAMS; PUBLIC FACILITY AND PUBLIC IMPROVEMENTS PROJECTS (INCLUDING PUBLIC IMPROVEMENTS IN SUPPORT OF NEW HOUSING CONSTRUCTION); PUBLIC SERVICE PROGRAMS, PLANNING STUDIES, ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE AND MICROENTERPRISE ACTIVITIES. ELIGIBLE ACTIVITIES PAID FOR WITH STATE CDBG FUNDS MUST MEET ONE OR MORE OF THE THREE NATIONAL OBJECTIVES LISTED IN CDBG FEDERAL STATUTES AS FOLLOWS: BENEFIT TO LOW –MODERATE INCOME HOUSEHOLDS OR PERSONS; ELIMINATION OF SLUMS AND BLIGHT; OR MEETING URGENT COMMUNITY DEVELOPMENT NEED.

The *(jurisdiction)* anticipates submitting an application under the NOFA published during the next program year. The *(jurisdiction)* has or anticipates receiving approximately \$ -----in CDBG Program Income that must be expended prior to expending awarded grant funds.

The purpose of this public hearing is to give the public an opportunity to make their comments known regarding what types of eligible activities the *(jurisdiction)* should apply for under the State CDBG program. A separate public hearing will be held to discuss and approve the application prior to submittal to the State.

If you require special accommodations to participate in the public hearing, please contact *(contact name and phone number)*.

If you are unable to attend the public hearing, you may direct written comments to the *(jurisdiction)*, at *(mailing address)*, or you may telephone *(contact name and phone number)*. In addition, information is available for review at the above address between the hours of *(hours of availability)* on *(days of availability, e.g. Monday -Friday)*.

The *(jurisdiction)* promotes fair housing and makes all its programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

SAMPLE SECOND NOTICE - NOTICE OF PUBLIC HEARING FOR APPLICATION
SUBMITTAL

Notice of Public Hearing for Submittal of State CDBG Application

NOTICE IS HEREBY GIVEN that the *(jurisdiction)* will conduct a public meeting on *(date)* at *(time)*, at *(place)* in order to submit under 2018 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA), and solicit public input.

The *(jurisdiction)* is applying for a grant, in an amount not to exceed *(\$amount)* and the approval to expend approximately *\$-----* in existing or anticipated Program Income under the NOFA for the following eligible activities: *(list specific activities and dollar amounts applied for)*

NOTE:

- 1) Supplemental activities must be identified in the notice;**
- 2) If an activity will likely result in displacement, include reference to the Department's anti-displacement and relocation plan in the notice and indicate the relocation issues will be discussed at the hearing;**
- 3) If applying with a Request for Waiver to the 50 percent Rule, it must be stated in the notice.**

The purpose of the public hearing is to give people an opportunity to make their comments known on the proposed activities/application.

If you require special accommodations to participate in the public hearing, please contact *(contact name and phone number)*.

If you are unable to attend the public hearing, you may direct written comments to the *(jurisdiction)*, at *(mailing address)*, or you may telephone *(contact name and phone number)*. In addition, information is available for review at the above address between the hours of *(hours of availability)* on *(days of availability, e.g. Monday -Friday)*.

The *(jurisdiction)* promotes fair housing and makes all its programs available to Low/Mod persons regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

ATTACHMENT 'B'

COUNTY OF PLUMAS

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Plumas will conduct a Public Hearing at 10 a.m., or soon thereafter, on 18 May 2021 in Board Chambers, 520 Main Street, room 308, Quincy, California to consider the following item:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation

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

SUBJECT:

POTENTIAL PROGRAM(S) FOR INCLUSION IN THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CDBG-CV) APPLICATION. The Board of Supervisors will consider potential CDBG-CV programs and provide direction for staff to prepare an application in response to the release of the Notice of Funding Availability (NOFA) for CDBG-CV funds for COVID-19 related activities that benefit low- and moderate-income residents.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The State Department of Housing and Community Development (HCD) has published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV2 and CV3) funds. Eligible cities and counties may submit applications for CDBG-CV funds under the NOFA. It is estimated that the County of Plumas will be eligible to receive up to \$ 387,477 [HG1] funds based on a formula allocation provided by HCD. The State will receive \$113,263,490 in CDBG-CV2 funds and \$18,031,478 in CDBG-CV3 funds.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows: benefit to low-income households or persons (also called Low/Mod Benefit), slum and blight (addressing physical problems in specific neighborhoods) or meeting urgent community development need (a need resulting from a state or federal declared disaster or posing unforeseen risks to health and safety). In addition, eligible activities must be used directly to prevent, prepare for, or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows:

- Public services to respond to COVID-19 impacts
- Economic development to support needs of local businesses to retain and bring back jobs impacted by COVID-19

The County of Plumas has submitted an application under the NOFA. The County does not expect to receive or expend any Program Income dollars during the term of the standard agreement if the County receives an award.

The County promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Where You Come In:

The purpose of this public hearing/meeting is to give community members an opportunity to make their comments known regarding what types of eligible activities the County should be applying for under the State CDBG program.

Any member of the public may appear at [or virtually participate in] the meeting and be heard on the item described in this notice, or members of the public may submit written comments to the Clerk of the Board prior to the meeting by personal delivery or by mail to:
Clerk of the Board, 520 Man St., room 309, Quincy, CA, 95971.

If you require special accommodations to participate in the public hearing, please contact the Clerk's office at least 48 hours in advance of the meeting by calling (530) 283-6170

TTY English: 1-800-735-2929; Spanish 1-800-855-3000. If you are unable to attend the public hearing, you may direct written comments to the County of Plumas, attention: Clerk of the Board pcbs@countyofplumas.com. Your comments will be read at the meeting.

For More Information:

If you have any questions or would like more information regarding the item described in this notice, please call the (530) 283-6170 or visit our website to access information at <https://ca-plumascounty2.civicplus.com/2442/Agendas-and-Minutes>. The State Action Plan Substantial Amendment for the CARES Act funding may be accessed at:

<https://www.hcd.ca.gov/policy-research/plans-reports/index.shtml#aap>. State CDBG NOFA's can be accessed at: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.



COUNTY ADMINISTRATOR

Gabriel Hydrick

AGENDA REQUEST AND STAFF REPORT

For the May 18th, 2021 meeting of the Plumas County Board of Supervisors

Subject: CDBG CV-2 & 3 Grant Application- Ratify contract with Michael Baker International

To: Honorable Board of Supervisors, Clerk of the Board, County Counsel

From: Gabriel Hydrick, County Administrator

Date: 5/12/2021

Strategic

Relevance: N/A

Background/Introduction:

On December 18, 2020, HCD issued **CDBG CV2 & CV3 NOFA** for funding provided under the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020. Approximately \$71 million in CDBG-CV2 and CDBG-CV3 federal funds authorized by the CARES Act was allocated to eligible jurisdictions to perform activities related to COVID-19 response and recovery. The **County's allocation is \$387,477** and is proposed to offer two programs, a **Small Business Grants Program** and a **Career Development Program**.

The Board previously authorized the submission of a **CDBG CV1 application** for \$81,532 in September last year for the Senior Nutrition program, which is to offset the General Fund's contribution for this program. The County's application was subsequently approved by HCD, but it was nearly a yearlong process. This application put a demand on resources and staff time that simply is not available.

For this purpose, County staff had some dialogue among themselves and with stakeholders (including the city of Portola) to attempt to identify eligible projects for these funds, but to no avail especially given the demand on staff time and resources. County staff then contacted several firms to seek application and program administration assistance, but was denied by all firms. Fortunately, Clint Koble found a firm, Michael Baker International, that was able to take the County (and City) on in the '11th hour' to complete the application.

To **expedite the application process**, including program identification and drafting of all application documents, and to the satisfaction of Michael Baker International, the County Administrator issued a letter to **Michael Baker International** that authorized them to proceed in the application process within the County Administrator's spending authority. The cost for the consultant's assistance in the application process is **\$9,950**. Subsequent to this and during the application process, the County Administrator worked with Michael Baker International to develop a contract for application services. For this purpose, this contract is before the Board for ratification. The County Administrator recognizes and appreciates County Counsel's help and direction in development of both of these documents.

Finding Analysis:

If the County was not able to secure the assistance of Michael Baker International for CDBG CV 2 & 3 application assistance, the County would not have \$387,477 (\$673,462 including Portola's allotment) coming for assistance to businesses and job training and retention due to the impacts of COVID. Portola will benefit by coming in under the County's application. Michael Baker International will also be the grant administrator and administrative fees will be covered by the CDBG CV 2 & 3 grant funding and will not exceed 13% of the allotment.

Recommended Actions:

Staff respectfully recommends the Board of Supervisors:

- Ratify the contract with Michael Baker International (\$9,950).

Or

- Provide staff different direction

Fiscal Impact:

The CDBG CV-2 & 3 grant money may cover contract costs, but to pay the consultant on time the General Administration, Prof Serv line item will have to cover the costs initially. There is sufficient funding available.

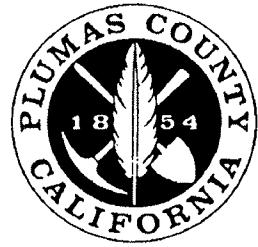
Attachments:

Attachment 'A': Authorization to Proceed

Attachment 'B': Contract with Michael Baker International for the application process

COUNTY ADMINISTRATOR

Gabriel Hydrick



ATTACHMENT 'A'

4/22/2021

Michael Baker International
Patrice Clemons, Housing Services Manager
2729 Prospect Park Dr. Suite 220
Rancho Cordova, CA 95670
916-231-3372
pclemons@mbakerintl.com
www.MBakerintl.com

Dear Ms. Clemons,

Please consider this is your **authorization to proceed** with the Housing and Community Development CDBG CV 2 & 3 grant applications on behalf of the County of Plumas while we get an agreement in place. Whereas the deadline for applications is May 7, the County is grateful for your efforts to quickly initiate this process to benefit the County. It is understood the scope to date, and it may be modified some in the future, is:

- Michael Baker will submit to the County a short letter proposal for the task to prepare and submit the grant application, which will be for the County's allocation (\$369,468.00), and possibly the City's allocation (\$284,003.00) depending upon the City's acceptance of this opportunity.
 - The short letter proposal will be meet the County Administrator's expenditure limit, <\$10,000 to initiate this opportunity.
 - The initial scope will include staff report, resolution, draft MOU between the County and City and PPT.
 - Attendance at Board of Supervisor and/or City Council meetings, remote presence is acceptable.
- The County currently has the responsibility to:
 - Contact the City about entering into an MOU to get preliminary feedback.
 - Find out their timeline for reviewing/signing an MOU
 - Ask the City about how to delineate their grant portion among the three (3) activities (career development, senior nutrition, small business assistance grants)?
 - Provide eCivis Username/PW to Michael Baker International

It is understood this authorization to proceed will permit Michael Baker International to begin work effective immediately. The County is grateful for the assistance and looks forward to this opportunity to work together.

Sincerely,

Gabriel Hydrick,
Plumas County Administrator

cc: Jeff Engel, Chair, Board of Supervisors
Sara James, Deputy 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 **County Administrator** (hereinafter referred to as "County"), and Michael Baker International, Inc. a Pennsylvania **Corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall be a lump sum amount of **NINE THOUSAND NINE HUNDRED AND FIFTY Dollars (\$9,950)**. Contractor shall invoice monthly on a percent-completed basis for work performed the prior month, up to the total lump sum amount stated herein. County shall make payment on Contractor's properly submitted monthly invoices within thirty (30) days' receipt.
3. **Term.** The term of this agreement shall be from April 22, 2021 through April 21, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 22, 2021, to date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

_____ COUNTY INITIALS

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_____ CONTRACTOR INITIALS

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.** Contractor shall indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, labor disputes, losses, damages, expenses, charges or costs, including reasonable attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any wrongful act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants. Contractor shall have no obligation, however, to reimburse defense costs or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. The commercial general and automobile liability policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

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

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

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

COUNTY INITIALS

CONTRACTOR INITIALS

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Business-to-Business Relationship.** Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County, such consent to not be unreasonably withheld, delayed or conditioned.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

COUNTY INITIALS

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CONTRACTOR INITIALS

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

County:

County Administrator
County of Plumas
520 Main St., Room 309
Quincy, CA, 95971
Attention: Gabriel Hydrick

Contractor:

Michael Baker International
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
Attention: Patrice Clemons

23. Time. Contractor agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject, however, to the exercise of the professional standard of care for performance of such services, which is that level of skill and care ordinarily observed by like professionals performing similar services under

COUNTY INITIALS

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CONTRACTOR INITIALS

similar circumstances. Contractor shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of County or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of Contractor.

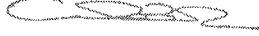
This provision shall become effective only if the Contractor notifies the County within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance

24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
27. **Waiver of Consequential Damages.** Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

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

CONTRACTOR:

Michael Baker International, Inc., a
Pennsylvania Corporation

By: 

Name: Caroline Brabrook
Title: Associate Vice President
Date signed: 5-10-2021

By: 

Name: Pam Warfield
Title: Assistant Secretary
Date signed: 5-10-2021

COUNTY:

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

By: _____

Name: Jeff Engel
Title: Chair, Board of Supervisors
Date signed: _____

ATTEST:

By: _____

Heidi Putnam
Clerk of the Board of Supervisors
Date signed: _____

Approved as to form:



5/5/2021

Sara James
Deputy County Counsel II

COUNTY INITIALS _____

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

SCOPE OF WORK

Task 1 – Review Final Grant Program Guidelines

Michael Baker will review the Final CDBG-CV 2&3 NOFA Guidelines with County staff and reach an agreement on the specific activities and details of each activity for which an application will be prepared and submitted to HCD. Michael Baker will work with County staff to draft the description details and background data that is required to complete the activity narratives in accordance with the Guidelines.

Task 2 – Complete the application package in eCivis

Michael Baker will write the draft narrative in Word for pasting into the online eCivis application(s). Michael Baker will provide preview printouts and drafts of the application(s) and required attachments for staff review. A final draft will be provided to the County a minimum of one day prior to submittal via eCivis at 5:00pm (PDT) on Friday May 7, 2021. If requested by the County, we can provide attachments of the activity descriptions as they are completed to expedite the review. Submittal of the application(s) is contingent upon County approval of the application(s) and timely receipt of the full and complete data from the subrecipient such as statement of need, activity description, scope of work and activity budget.

Due to the short timeframe to prepare and submit this application, HCD has advised that certain attachments may not be required or can be provided in draft form. Michael Baker will continue to communicate with HCD to verify required attachments. Attachments may also vary depending on the type of proposed activities and projects. Attachments may include:

- Draft Resolution(s)
- Draft Memorandum of Understanding with City of Portola
- Proof of community engagement, including notices of public hearing
- Draft Small Business Grants Program guidelines
- Subrecipient agreements
- Environmental review of proposed projects

Task 3 – Submittal of Application and Support During Review

Michael Baker will submit the application, contingent of approval by the County, via the eCivis portal and provide staff with the final print preview and attachments of the application. We will answer any questions by HCD reviewers and provide additional detail as needed.

This proposal does not include grant administration. Grant administration work may include activity delivery as it relates to setting up a proposed activity, such as small business assistance draft guidelines. In which case, those costs may be reimbursable under the grant.

- Michael Baker will work with the County, City, and nonprofits providers to collect the following information: DUNS/EIN for County and verification form
- General parameters of activities (title, location, who they are and the number of beneficiaries, use of subrecipients, etc.) to be funded by the grant
- Activity budgets

COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

- Compliance with Racial Equity requirements (post application)
- Duplication of Benefits Policy
- Compliance with Citizen Participation requirements (post application)
- Review and sign required CDBG-CV Application Certifications (MBI will provide templates)
- Site and/or vehicle control documentation
- Debarment check documentation for County, partners, contractors and subrecipients (if any)
- Statement of Assurances and Compliance with 2 CFR Part 200 signed by authorized signator
- Provide proof of compliance with Single Audit requirements
- Clearance and/or compliance of any open HCD remediations

EXHIBIT B

Fee Schedule

- Michael Baker International will complete Tasks 1 through 3 for a lump-sum cost of \$9,950, which includes virtual attendance at one Board of Supervisors and/or City Council hearing, preparation of draft resolutions and MOU, staff reports, and presentations.



COUNTY ADMINISTRATOR

Gabriel Hydrick

AGENDA REQUEST AND STAFF REPORT

For the May 18, 2021 meeting of the Plumas County Board of Supervisors

Date: 5/11/2021

To: Honorable Board of Supervisors, Clerk of the Board, County Counsel

From: Gabriel Hydrick, County Administrator

Subject: **RCRC/EDA/GOLDEN STATE FINANCE AUTHORITY BROADBAND STRATEGIC PLAN**

Strategic

Relevance: N/A

Background/Introduction:

RCRC has reached out to the County to put forward a time sensitive opportunity under the funding allocated to the U.S. Department of Commerce, Economic Development Administration (EDA) via the American Rescue Plan Act (ARPA) that incorporates other RCRC member counties. RCRC needs a commitment by May 28th, 2021.

EDA has received an additional \$3B ARPA allocation, most of which will be distributed via competitive grant awards under their Economic Adjustment Program. This program is among the most inclusive in funding for projects ranging from planning grants to dollars for project implementation.

RCRC encourages a single grant application on behalf of RCRC member counties for the purpose of developing **broadband strategic plans for each county**. EDA would provide funding for 80% of the cost of each countywide broadband plan, with member counties committing the remaining 20%. For budget purposes, it is estimated that each county plan would cost approximately \$120,000. Therefore, each county that participates in the grant would be required to commit approximately \$25,000.

RCRC's goal is to have every one of the 37 member counties equipped with a plan at the end of the project period. Having a countywide broadband strategic plan would enable the County to apply for broadband project implementation funds from various federal agencies – USDA Reconnect and EDA among them.

Opting-in would require the following in the next couple of weeks:

- Expression of interest
- Commitment of matching funds, as described above
- Providing a Letter of Support for the GSFA EDA application.

- Commitment to forming a local task force that will interact with consultants in the development of the countywide plan

Finding Analysis:

In short, there are more questions than answers. While this provides a nice opportunity for the County to seek additional funding and may help improve broadband throughout the County, there are points to consider that lack details prior to committing to such a project:

- While the intention is to be applauded to bring broadband for all, the proposal lacks critical details and is rushed.
 - RCRC wants a commitment before ARPA and NOFA details are even known
 - Does Plumas-Sierra Telecommunications already have a broadband strategic/master plan?
 - Will this plan be congruent to or conflict with Plumas-Sierra Telecommunication's plan?
 - If each entity has its plan, how do we keep them consistent and compatible years out?
 - Is this plan Plumas-Sierra Telecommunication's responsibility? The County is not in the business of telecommunications.
 - However, can the County play a supportive role to Plumas-Sierra Telecommunications and contribute to such a plan, but in a more cost effective and County specific manner?
 - The PowerPoint presentation does not include specifics as to the scope of work and work product
 - There needs to be more time for beneficial analysis for the County
 - Is this the best use of ARPA funds? The County can apply for other ARPA grants that may be similar at a lower cost and greater return of investment
- **The plan fee for all 37 rural counties is \$4.4M of public money!** Some counties do have a strategic plan in place.
 - County match appears to be ARPA eligible
 - Concern that more money going to consultants than actual valuable work performed for the public
- The County cost is not specific to the County needs, population or other criteria. Though rural counties share similarities, there are differences and costs opting in should reflect costs per individual county.

Recommended Actions:

Staff respectfully recommends the Board of Supervisors:

1. Decline participation in the Broadband Strategic Plan as proposed by RCRC/EDA/Golden State Finance Authority.
2. Provide staff with direction to continue collaborating with County departments and stakeholders for ARPA funding uses, **of which improvements to broadband infrastructure is priority**, but through means that are more tailored to County needs and funding.

Alternatives:

1. Provide staff direction to notify RCRC of the County's intent to participate in the Broadband Strategic Plan.
2. Authorize the County Administrator to make a commitment of matching funds (20%) using ARPA funds.
3. Authorize the Chair to sign and send a Letter of Support for the GSFA EDA application.
4. Authorize the County Administrator to make a commitment to forming a local task force that will interact with consultants in the development of the countywide plan.

OR

Provide staff with different direction

Fiscal Impact:

No fiscal impact to County budgets. This appears to be an eligible use for ARPA funds.

Attachments:

Attachment 'A': Letter of Support for GSFA EDA application

Attachment 'B': Email correspondence with RCRC staff and County Administrator

ATTACHMENT 'A'

5/11/2021

Malinda Matson, Economic Development Representative
U.S. Department of Commerce, Economic Development Administration
915 Second Avenue, Room 1890
Seattle, WA 98174

Dear Ms. Matson,

The County of Plumas wishes to express their support for the Golden State Finance Authority's Rural California Broadband Strategic Planning application to the U.S. Department of Commerce, Economic Development Administration under funding made possible by the American Rescue Plan Act. The application outlines an important program of work that would establish "foundational readiness" for broadband investment and deployment across rural California. The proposed work would include the development of comprehensive broadband strategic plans for many of the rural counties in the state, Plumas County among them, that do not currently have such plans.

High-speed, ubiquitous broadband availability in rural California is often a critical missing component of infrastructure. Its absence precludes residents and businesses in unserved and underserved communities from participating in the 21st Century economy. High-speed broadband provides essential benefits by allowing increased economic and trade opportunities for small to medium-sized businesses and serves as a required component of infrastructure for all large businesses in 2021. The lack of this essential infrastructure component is limiting existing businesses in rural California from reaching their full potential and eliminating business recruitment activities that could result in much needed jobs and investment for these communities.

The development of broadband strategic plans for rural California counties will provide important benefits for rural economies. First, it will allow communities to strategically invite and direct broadband investment into unserved and under-served areas; second, it will provide the information needed for local elected officials to develop policies that encourage that investment; and third, it will open the door for rural communities to take advantage of federal funding opportunities that require (or strongly encourage) broadband strategic plans to be in place. The broadband strategic plan creates the foundation upon which investment and deployment of broadband infrastructure can and will occur.

Plumas County is one of the counties that will benefit from the work proposed in Golden State Finance Authority's grant application. As such, we strongly support this application and request that you give it your highest level of consideration.

Sincerely,

Jeff Engel
Chair, Plumas County Board of Supervisors

ATTACHMENT 'B'

From: [Carolyn Jhaji](#)
To: [Hydrick, Gabriel](#)
Subject: RE: Follow-Up: Opportunity - Broadband Strategic Plans
Date: Thursday, May 6, 2021 5:23:54 PM
Attachments: [image002.png](#)
[image004.png](#)

Good Afternoon Mr. Hydrick,

I checked in with Barbara Hayes, our Chief Economic Development Officer, regarding your questions and provided answers below listed in red. Please let me know if you would like to discuss further and I can set up a time for a more detailed discussion. Additionally, please let me know by tomorrow if Plumas County would like to initially opt-in with a final decision made by May 28th.

1. Would county broadband plans overlap with service/utility provider plans? Sierra Rural Electric may have a plan in place for broadband service for Plumas County.

If a broadband strategic plan exists for the entire County of Plumas through Sierra Rural Electric and Plumas feels served by Sierra Rural Electric, then you are good to go.

RCRC can't speak to whether Sierra Rural Electric's plan would allow the county to access federal funds for broadband deployment that require broadband strategic plans, or not. That may be a conversation that your County would want to have with Sierra Rural Electric.

Questions would be:

1. If there are federal funds that the County of Plumas can access with a broadband strategic plan in hand (such as EDA, USDA Re-Connect, NTIA) to augment Sierra Rural Electric's infrastructure build that Sierra Rural Electric cannot access, is this something Sierra Rural Electric (and Plumas County) would be interested in pursuing?
2. Would/could Sierra Rural Electric's existing plan, if approved by Plumas County Board of Supervisors, serve as such a plan?

2. Will there be an off-ramp at some point, if needed?

Yes, you can consider participation for a short while. We would need final commitment by May 28. By that date we will need Letter of Support (we have draft for consideration and use) and signed MOU between RCRC and counties included in grant (MOU being developed now). If we do not have those items by then, we may not be able to include in the grant.
Please allow time for County Board review and approval of this items, as needed.

It is our intent to have the grant application ready for submittal by end of May.

3. How is the county match being determined? Will it be the same for every county or vary based on size? What criteria will be used?

We have estimated the cost of broadband strategic plans by county to be \$120K. Each

participating county will be responsible for contributing the required 20% match. If an individual county meets certain EDA thresholds for qualifying for up to 90% EDA grant funds, then we will adjust the required match from 20% to 10%. We will not know the required matching levels for sure until the NOFO is released. For the moment, we are assuming the 20% match requirement based on estimated cost of county plan for each county opting-in to the grant.

It will be the same for every county. It will not vary based on size. The only variable will be the EDA-established matching rates, as referenced above.

If RFP bids come in lower than our estimated costs, RCRC will adjust and refund the “overmatch” to all counties included in the grant. Unfortunately, we will not have that information until after the grant has been approved and we can issue the RFP. So, for purposes of opting-in commitments, we are asking for \$25K (20% of estimated per county plan).

At the present time, there is no prohibition against using American Rescue Plan funds as match.

Sincerely,

Carolyn Jhajj

Communications Director

Rural County Representatives of California (RCRC)

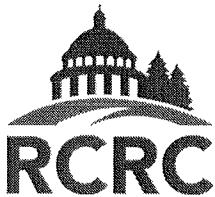
1215 K Street, Suite 1650

Sacramento, CA 95814

O: 916-447-4806/ C: 530-277-7392

cjhajj@rcrcnet.org

www.rcrcnet.org



From: Carolyn Jhajj

Sent: Thursday, May 6, 2021 12:14 PM

To: Kevin Goss <kevin.goss4district2@gmail.com>; Gabriel Hydrick (Plumas) <gabrielhydrick@countyofplumas.com>

Subject: Follow-Up: Opportunity - Broadband Strategic Plans

Supervisor Goss and Mr. Hydrick,

I am just circling back on the email below that was sent to you last week by our Chief Economic Development Officer, Barbara Hayes, and RCRC President/CEO, Pat Blacklock, to determine Plumas County's interest in opting-in to the proposed EDA grant opportunity for county-level broadband strategic planning.

If you could please let us know if there is interest, or not, by this Friday, May 7, it would be much appreciated. We are on a pretty tight timeline to develop the grant proposal before the application period opens in early June.

If you have any questions, please do not hesitate to let me know.

Thank you for your response to this request.

Sincerely,

Carolyn Jhaji

Communications Director

Rural County Representatives of California (RCRC)

1215 K Street, Suite 1650

Sacramento, CA 95814

O: 916-447-4806/ C: 530-277-7392

cjhaji@rcrcnet.org

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From: Barbara Hayes

Sent: Thursday, April 29, 2021 4:27 PM

To: Barbara Hayes <bhayes@rcrcnet.org>

Cc: Patrick Blacklock <pblacklock@rcrcnet.org>; Craig Ferguson <cferguson@rcrcnet.org>

Subject: Opportunity - Broadband Strategic Plans

RCRC Board Members,

Thank you for your participation in yesterday's GSFA Board Meeting.

As we discussed during the broadband presentation, a time sensitive opportunity has presented itself as a result of additional funding allocated to the U.S. Department of Commerce, Economic Development Administration (EDA) via the American Rescue Plan Act (ARPA) that we would like to take advantage of on behalf of our member counties.

EDA has received an additional \$3B ARPA allocation, most of which will be distributed via competitive grant awards under their Economic Adjustment Program. This program is among the most inclusive in funding for projects ranging from planning grants to dollars for project implementation.

We have proposed - and our EDA Representative is encouraging - that GSFA submit a single grant application on behalf of RCRC member counties for the purpose of developing broadband strategic plans for each county (and cities/towns therein). EDA would provide funding for 80% of the cost of each countywide broadband plan, with member counties committing the remaining 20%. For budget purposes, it is estimated that each county plan would cost approximately \$120,000. Therefore, each county that participates in the grant would be required to commit approximately \$25,000. (This is an excellent use of the American Rescue Plan Act dollars your jurisdiction will be receiving.)

The goal would be to have every one of our 37 member counties equipped with a plan at the end of the project period. Having a countywide broadband strategic plan would enable your county to apply for broadband project implementation funds from various federal agencies – USDA Reconnect and EDA among them.

As presented during the GSFA Board meeting, there are handful of member counties that are already equipped with broadband strategic plans – as shown on the attached PowerPoint deck. **If you represent a member county that does not currently have a broadband strategic plan in place, or under development, we invite your county to “Opt-In” to this opportunity.**

Opting-in would require the following in the next couple of weeks:

- Expression of interest
- Commitment of matching funds, as described above
- Providing a Letter of Support for the GSFA EDA application
- Commitment to forming a local task force that will interact with consultants in the development of your countywide plan

If this opportunity is of interest to your county (and cities/towns therein), please REPLY to this email to let me know. Pat Blacklock and I would be happy to follow-up, if needed.

As was mentioned yesterday, this is the first level of a larger program of work around broadband we will be bringing to all of you in the coming weeks for guidance and approval. Thank you for your continued interest and support as we endeavor to find a solution that will result in *broadband for all*.

BARBARA HAYES
Chief Economic Development Officer
Rural County Representatives of California (RCRC)
1215 K Street, Ste. 1650
Sacramento, CA 95814