BOARD OF SUPERVISORS

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

AGENDA FOR REGULAR MEETING OF
JANUARY 18, 2022 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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

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

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.

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due Government Code section 54953(e), 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

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. Dana Loomis
   Report and update on COVID-19; receive report and discussion

2. **DISASTER RECOVERY OPERATIONS** - Dennis Schmidt
   Report and update Dixie Fire Recovery efforts; receive report and discussion

3. **USDA FOREST FIRE MANAGEMENT** – Joe Hoffman/ Chris Carlton
   Monthly check-in

4. **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. **AUDITOR**
   1) Approve and authorize the Chair to sign agreement between Plumas County and The Howard E. Nyhart Company, Inc. for the GASB 75 Accounting & Disclosure Interim Report for FYE 2021, and the Full Actuarial Funding Valuation as of 6/3/22 for Other Post-Employment Benefits (OPEB); not to exceed $11,650.00; approved as to form by County Counsel **View Item**
   2) Approve and authorize the Chair to sign agreement between Plumas County and MGT of America Consulting, LLC for State Mandated cost claiming services (SB90) for the 2020 – 2021 fiscal year; not to exceed $3,500.00; term is for two year with two (2) options for renewal; approved as to form by County Counsel **View Item**

B. **BEHAVIORAL HEALTH**
   1) Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County Behavioral Health and Plumas County Sheriff's Office; to provide behavioral health services at the County Jail; approved as to form by County Counsel **View Item**
   2) Authorize no contract payment of $1,020.00 to SIYAN Clinical Corporation; for mental health doctor fees and specialty services **View Item**
   3) Authorize no contract payment of $2,706.00 to Adventist Health; for mental health outpatient services **View Item**
   4) Approve and authorize the Chair to sign agreement between Plumas County and Sutter – Yuba Behavioral Health; for inpatient psychiatric health services; not to exceed $50,000.00; approved as to form by County Counsel **View Item**
   5) Appoint Kendra Fredricksen to serve on the Plumas County Behavioral Health Commission **View Item**

C. **COUNTY COUNSEL**
   Approve and authorize the Chair to sign agreement between Plumas County and California Office of Administrative Hearings (OAH); for hearing and mediation services, not to exceed $48,000.00 over a term of 5 years; approved as to form by County Counsel **View Item**

D. **FACILITY SERVICES**
   Authorize Facility Services to waive rental fee for the use of the Quincy Veterans Hall on Tuesdays from 5:30 – 6:30 PM from January 11, 2022 thru March 15, 2022 for Scott/ High Sierra Dancing Witches, a local non-profit adult group; for dance rehearsal **View Item**

E. **FAIRGROUNDS**
Approve and authorize the Chair to sign and ratify the following agreements between Plumas County and Herc Rentals Inc.; not to exceed $5,000.00,
Plumas County and Wilburn Construction, Inc.; not to exceed $9,000.00
for services provided during the Dixie Fire; both agreements were paid through reimbursement from the fire camp; approved as to form by County Counsel **View Item**

F. **PUBLIC HEALTH** -
Approve and authorize the Chair to ratify and sign agreement between Plumas County and Smile Business Products; to provide copy machine maintenance services; not to exceed $3,000.00; approved as to form by County Counsel **View Item**

G. **SHERIFF**
Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Kinne Marriage and Family Therapy (Rethink Industries); for providing therapy services, both during incarceration and after release; not to exceed $22,202.00; approved as to form by County Counsel **View Item**

5. **PIONEER RV PARK** – David Aguilar
Request the Board of supervisors authorize the Planning Department to waive Campground Permit fee; discussion and possible action **View Item**

6. **DEPARTMENTAL MATTERS**

A. **AUDITOR/ CONTROLLER** – Roberta Allen
1) Authorize Auditor/Controller to recruit and fill 1.0 FTE position of Assistant Auditor/ Controller OR 1.0 FTE position of Accountant Auditor II. Position to become vacant due to upcoming retirement of current Assistant Auditor Controller as of May 31, 2022; discussion and possible action **View Item**
2) Allow extra help employees Barbara Bruner and Zoe Terrazas to work more than 29 hours per week as needed to assist during the transition period in the Auditor department; discussion and possible action **View Item**
3) Authorize no contract payment of $3,500.00 to MGT America Consulting, LLC.; for state mandated cost services (SB90) fiscal year 19/20, invoice dated April 30, 2021; discussion and possible action **View Item**

B. **BEHAVIORAL HEALTH** – Tony Hobson
Authorize the Director of Behavioral Health to recruit and fill, budgeted 1.0 Extra Help Support Services Technician; discussion and possible action **View Item**

C. **PUBLIC HEALTH** - Dr. Dana Loomis
1) Authorize the Director of Public Health to recruit and fill, funded and allocated, vacant 0.625 part time Assistant Cook for the Senior Nutrition Program in Chester; discussion and possible action **View Item**
2) Adopt **RESOLUTION** to amend Fiscal Year 2021-2022 Plumas County Position Allocation for the Department of Public Health; to add 1.0 FTE to the Health Education Series Position Budget Unit 70560; discussion and possible action **Roll call vote**
And Authorize the Director of Public Health to recruit and fill 1.0 FTE Health Education Series Position; discussion and possible action **View Item**

D. **PUBLIC WORKS - ROAD** – John Mannle
Authorize the Director of Public Works to recruit and fill, funded and allocated 1.0 FTE Public Works Lead Worker position in the Greenville Maintenance District; discussion and possible action **View Item**

E. **PUBLIC WORKS – SOLID WASTE** – John Mannle
   1) Update and consideration of a proposed rate increase of 7.29% (residential) and 7.29% (commercial) for the solid waste services related to collection fees, which shall cover door to door collection, transfer, hauling, and ultimate disposal activities (within Franchise Area #1); discussion and possible action
   2) Adopt **RESOLUTION** establishing revised fee schedule for collection and related solid waste services for Franchise Area #1 (Operated by Feather River Disposal); discussion and possible action **Roll call vote** **View Item**

F. **SHERIFF** – Todd Johns
   1) Authorize fixed asset vehicle purchase and equipping of (5) 2022 Ford Explorers from dept. 70331 not to exceed $250,000.00; and one (1) 2022 Ford Explorer from dept. 70387 not to exceed $50,000.00; included in the FY 2021/2022 budget; approved as to form by County Counsel; discussion and possible action **View Item**
   2) Authorize no contract payment of $5,200.55, for purchase of generator installed on Mt. Dyer; discussion and possible action **View Item**

G. **SOCIAL SERVICES** – Neal Caiazzo
   Authorize the Director of Social Services to recruit and fill, funded and allocated 1.0 FTE Office assistant position; vacancy due to promotion; discussion and possible action **View Item**

H. **PLANNING** – Tracey Ferguson
   1. Receive an update on the proposed amendments to the State Board of Forestry and Fire Protection Draft Sate Minimum Fire Safe Regulations, 2021, and approve and authorize Chair to sign Plumas County comment letter to the State Board of Forestry and Fire Protection regarding the Draft Regulations; discussion and possible action

   2. Adopt **RESOLUTION** approving the Sierra Valley Sub-basin Groundwater Sustainability Plan; approved as to form by County Counsel; discussion and possible action **Roll call vote** **View Item**

I. **COUNTY ADMINISTRATOR** - Gabriel Hydrick
   Receive an update and presentation on the ARPA public survey and next steps **View Item**

7. **BOARD OF SUPERVISORS**
   A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on February 15, 2022 **View Item**

   B. Conduct an Appeal Hearing of an Administrative Citation under Plumas County Code section 1-8.07 for Assessor's Parcel No. 028-030-023-000 located at 125 Black Tail Ridge, Portola, CA.. **View Item**

   C. Appointments
      1. Appoint Janice Bishop and Elizabeth Zeiner to the Greenhorn Community Service District Board; Discussion and possible action
      2. Review standing **Boards, Commissions, and Committees** and make the necessary appointments, and/ or reappointments. **View Item**
   D. Correspondence
   E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

8. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. **TIME CERTAIN 1:00 P.M**
Public Employee appointment or employment – Director of Facilities Services

B. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020-00283112

C. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code §54956.9 (County of Butte and County of Plumas v. Department of Water Resources and State Water Contractors, Inc., Court of Appeal, Third Appellate District, Case No. C071785)

D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9

E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 Case)

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

G. Discussion regarding Administrative Citation Appeal for Assessor's Parcel No. 028-030-023-000 located at 125 Black Tail Ridge, Portola, CA

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT
Adjourn meeting to Tuesday, February 1, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

Item 4A1

PLUMAS COUNTY AUDITOR / CONTROLLER

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

Date: 01/10/2022

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: **Approve and authorize Auditor/Controller to sign agreement between Plumas County and The Howard E. Nyhart Company, Inc. for the GASB 75 Accounting & Disclosure Interim Report for FYE 2021, and the Full Actuarial Funding Valuation as of 6/30/22.**

Recommendation:

Approve and authorize Auditor/Controller to sign agreement between Plumas County and The Howard E. Nyhart Company, Inc. for the GASB 75 Accounting & Disclosure Interim Report for FYE 2021 and the Full Actuarial Funding Valuation as of 6/30/22.

Background:

Effective for fiscal years ended after 6/30/2017, the Government Accounting Standards Board issued GASB 75 which replaced GASB 45 as guidance for the valuation and reporting of Other Post Employment Benefits (OPEB) for government entities. GASB 75 requires a Full Actuarial Funding Valuation be completed every 2 years, and an Accounting & Disclosure Interim Report be completed for the interim years. The results of these reports will be used in the financial statements and notes for fiscal years 20/21 and 21/22.

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 **Auditor/Controller** (hereinafter referred to as "County"), and **The Howard E. Nyhart Company, Incorporated, an Indiana Corporation, doing business as Nyhart**, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Eleven Thousand and Six Hundred and Fifty Dollars ($11,650.00).**

3. Term. The term of this agreement shall be from January 18, 2022 through December 31, 2022, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

   a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of 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 fifty thousand dollars ($50,000) per accident.

   c. 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. General liability policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. General liability insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

9. 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.

10. 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.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

13. Choice of Law. The laws of the State of California shall govern this agreement.

14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 of Plumas
520 Main Street #205
Quincy, CA 95971
Attention: Roberta Allen, Auditor/Controller

Contractor:

The Howard E. Nyhart Company, Incorporated,
an Indiana corporation doing business as Nyhart
8415 Allison Pointe Blvd, Ste 300
Indianapolis, IN 46250
Attention: Carter Angell

21. 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.

22. 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.

23. [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. **NOTE: Only for contracts in excess of $10,000.**]

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

CONTRACTOR:

The Howard E. Nyhart Company, an Indiana Corporation doing business as Nyhart

By:_____
Name: Carter Angell
Title: Vice President
Date signed:

COUNTY:

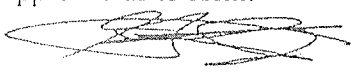
County of Plumas, a political subdivision of the State of California

By:_____
Name: Roberta Allen
Title: Plumas County Auditor Controller
Date signed:

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

By:_____
Name: Heidi White
Title: Clerk of the Board

Approved as to form:



1/10/2022
Gretchen Stuhr
Plumas County Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide the following actuarial services:

   - Data collection and analysis for GASB 75 Accounting & Disclosure Interim Report for FYE 2021

   - Full Actuarial Funding Valuation @ 6/30/22

2. Contractor shall provide County with an electronic (pdf) draft valuation.

3. County shall review and approve draft within 5 days of receipt of draft.

4. Contractor shall provide the County with one hard copy and one electronic (pdf) copy of the final report.

5. Contractor shall have all necessary permits, licenses, and/or certifications necessary to provide the above services.

Fees for services provided by Nyhart

Service	Fee
GASB 75 Accounting & Disclosure Interim Report for FYE 2021	$2,350
Full Actuarial Funding Valuation @6/30/2022	$9,300
Total contract for FYE 2021 and FYE 6/30/22	$11,650

EXHIBIT B

Fee Schedule

1. County shall pay Contractor, upon receipt of invoice, $2,350.00 for satisfactory completion and delivery of the GASB 75 Accounting & Disclosure Interim Report for FYE 2021.

2. County shall pay Contractor, upon receipt of invoice, $9,300.00 for satisfactory Completion and delivery of the Full Actuarial Funding Valuation @ 6/30/2022.

Allen, Roberta

From: Megan Gillen <Megan.Gillen@ascensus.com>
Sent: Friday, June 25, 2021 6:29 AM
To: Allen, Roberta
Cc: Suraj Datta
Subject: GASB 75 Data Request & Contract Question
Attachments: 063021 Plumas County Data Request.docx

Good morning,

I am reaching out to you to begin the GASB 75 valuation process for fiscal year ending June 30, 2021. Attached please find the data request, which outlines everything we will need to complete the valuation. Since last year was a full valuation, we will not need to collect quite as much information for this year's interim valuation. The main things we need are updated premiums, asset statements, and information on changes (if any) to the County's retiree health benefits. The information in blue is prefilled from last year's report; please confirm or update this information as necessary.

Our previous contract with the County expired after last year's valuation. We are proposing the following fees for the next valuation cycle:

- GASB 75 Accounting & Disclosure Interim Report for FYE 2021 - $2,350
- Full Actuarial Funding Valuation @ 6/30/2022 - $9,300

} 11,650

Could you please have a new contract prepared for this upcoming valuation cycle, if these fees are agreeable?

Please do not hesitate to let us know if you have any questions or concerns. We are looking forward to working with you again!

Thank you,
Megan

Megan Gillen
Actuarial Analyst
Nyhart, part of FuturePlan by Ascensus
P (317) 845-3539 | E megan.gillen@nyhart.com
A 8415 Allison Pointe Blvd, Ste 300, Indianapolis, IN 46250

Disclaimer

CONFIDENTIALITY NOTICE: This message, including attachments, is intended to be viewed only by the addressee. It may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. No confidentiality or privilege is lost by any transmission error. This message may contain nonpublic personal information about consumers subject to the restrictions of the Gramm-Leach-Bliley Act and the Sarbanes-Oxley Act, and the Health Insurance Portability and Accountability Act. You may not directly or indirectly reuse or disclose such information for any purpose except as permitted by law. Any dissemination, distribution or copying of this message is strictly prohibited without our prior written permission. If you are not an intended recipient, or if you have received this message in error, please notify us immediately by return e-mail and permanently remove the original message and all copies from your computer and all back up systems.

Item 4A2

PLUMAS COUNTY AUDITOR / CONTROLLER

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

Date: 01/10/2022

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Approve and authorize Auditor/Controller to sign agreement between Plumas County and MGT of America Consulting, LLC for State mandated cost claiming services (SB90) for the 2020-2021 fiscal year. Contract term is one-year, with two (2) options to renew for successive one-year terms. Contract for 2020-21 services claims not to exceed $3,500

Recommendation:

Approve and authorize Auditor/Controller to sign agreement between Plumas County and MGT of America Consulting, LLC for State mandated cost claiming services (SB90) for the 2020-2021 fiscal year (filed in February 2022). Contract term is one year, with two (2) options to renew. Renewal options for 2021-22 claims (filed in February of 2023) not to exceed $3,750, and for the 2022-23 claims (filed in February 2024) not to exceed $4,000.

Background:

The County incurs costs to administer the many state programs that are required. The claiming process is tedious and requires an understanding of each program and the costs that are allowed.

Services Agreement

This Agreement is made as of January 18, 2022, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and MGT of America Consulting, LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A- Contractor's proposals (State mandated cost claiming services – SB90), attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Thousand Five Hundred Dollars ($3,500.00) for SB90 claim services for the 2020-2021 fiscal year.

3. Term. The term of this agreement shall be from January 18, 2022 through January 31, 2024. County shall have two (2) options to renew for successive one-year terms, which shall be exercised by written notice given by County to Contractor on or prior to the expiration of the then-current term. The contract amount for each renewal term shall be a fixed fee of $3,750 for the 2021-22 SB90 claims, and $4,000 for the 2022-23 SB90 claims. All other terms and conditions of this Agreement shall remain in full force and effect during each renewal term.

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

5. 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.

6. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

7. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and 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.

8. 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 effectuated 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.

9. 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.

10. 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.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

13. Choice of Law. The laws of the State of California shall govern this agreement.

14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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:

Roberta Allen, Auditor/Controller
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971
Attention: Roberta Allen

Contractor:

MGT of America Consulting, LLC
2251 Harvard Street, Suite 134
Sacramento, CA 95815

21. 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.

22. 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.

23. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit to the Agreement, the terms of the Agreement shall control.

[Continued on Following Page]

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

CONTRACTOR:

MGT of America Consulting, LLC

By:_____

Name: J. Bradley Burgess
Title: Member/Manager
Date signed: _____

COUNTY:

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

By:_____

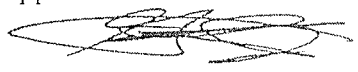
Name: Roberta Allen
Title: Auditor Controller

Date signed: _____

By:_____
Name: Kevin Goss
Title: Board Chair
Date signed:_ _____

By:_____
Name: Heidi White
Title: Clerk of the Board
Date signed:_____

Approved as to form:



_____ 1/10/2022
Gretchen Stuhr
Plumas County Counsel

EXHIBIT A

Scope of Work

Pursuant to proposal, as attached, as submitted by Contractor

MGT
CONSULTING

June 20, 2021

Ms. Roberta M. Allen, CPA
Auditor-Controller
Plumas County
520 Main Street
Quincy, CA 95971

SUBJECT: STATE MANDATED CLAIMING SERVICES FOR FY 2021-22, 2022-23 & 2023-24

Dear Ms. Allen:

MGT of America Consulting, LLC. (MGT) is pleased to submit this proposal to provide the County of Plumas (County) with State mandated cost claiming services (SB 90) for the next three fiscal years.

The goal of every MGT SB 90 engagement is to produce state mandated cost claims that both maximize revenue and are technically sound and accurate. MGT is well suited to provide the County with State mandated cost claiming services based on the following:

STABILITY – MGT of America Consulting, LLC was established in 1974 and is a private corporation owned by current and retired partners, principals, and consultants of the firm. MGT has over 95 professional consulting staff with eight offices in California, Colorado, Michigan, Florida, Texas, and Washington.

When the COVID-19 threat transformed into a global pandemic, MGT quickly pivoted and safely shifted its employees from a centralized office environment to a work-at-home solution within days. During this shift and the months following, MGT did not furloughed or layoff a single employee. In times of crisis, the work cannot stop - in fact, it increases – so you learn to adapt on the fly. Moving forward and in concert with state and local guidelines, MGT will continue to provide the same level of service our clients have come to expect from MGT.

FULL SUITE OF SB 90 SERVICES TAILORED FOR THE COUNTY – MGT provides a full suite of SB 90 Services to the County for one fixed price - there will be no additional costs for new or first-time claims, travel or other administrative expenses. In addition to annual and new claim preparation, this proposal includes audit assistance, technical and program training, and information reporting on SB 90 payments and activities.

LEADERS IN LOCAL GOVERNMENT SB 90 SERVICES – No other firm comes close to meeting our staff experience, knowledge, and expertise. MGT is the only firm that has four consultants with over 15 years of experience in the SB 90 arena, and five other Sacramento based consultants, having all but one with over ten years of experience.

PROPOSED CONSULTANT TO THE COUNTY –We propose to assign Guy Burdick as the project manager and lead consultant. Based out of the Sacramento area, Mr. Burdick has managed dozens of SB 90 projects over his 18-year career. Guy has worked with over 100 city and county clients including current SB 90 clients City of Los Angeles, City of Huntington Beach and the counties of Nevada, El Dorado and Tuolumne.

MGT proposes to complete all aspects of this proposal for annual claims and new or initial claims released by the State Controller during the 2021-2022 fiscal year for a fixed fee of three thousand five hundred dollars ($3,500). This fee is inclusive of all other charges such as travel and administrative expenses.

FISCAL YEARS		
2020-21 Claims issued during 2021-22	2021-22 Claims issued during 2022-23	2022-23 Claims issued during 2023-24
$3,500	$3,750	$4,000
fixed fee, billable on a semi-annual or quarterly basis		

For the past several years, our professional staff has been a key partner in the County's SB 90 claiming process. We appreciate the opportunity to continue this partnership. If you have any questions, please contact me at (916) 595-2646. As an Executive Vice President, I am authorized to make commitments, including financial ones, on behalf of MGT Consulting for all aspects of this proposal.

Sincerely,

J. Bradley Burgess, Executive Vice President
MGT of America Consulting, LLC

FIRM OVERVIEW AND EXPERIENCE

HISTORY AND ORGANIZATION STRUCTURE

MGT of America Consulting, LLC (MGT) began operations in 1974, and has thoughtfully expanded its consulting capabilities over the years. We currently have over 95 professionals throughout the country and eight regional offices. MGT is owned by the current and retired partners, principals, and consultants of the firm. The advantage of this ownership structure to our clients is that every member of the firm has a vested interest in the successful completion of every project, for every client. MGT is a financially stable consulting firm that is expanding throughout the United States.

We are proud of our California heritage and consulting roots. The original founders of Public Resource Management Group, LLC (PRM) all started their consulting careers with David M. Griffith and Associates (DMG) during the mid-1980s and early 1990s. That association formed our professional belief system and approach. Our core values are:

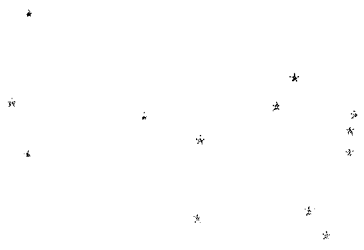
- Providing exceptional technical consulting services
- Developing partnerships with our clients that result in successful long-term relationships
- Guaranteed deliverables and services

As a financially sound, privately held firm, MGT has no Wall Street analysts to answer to, nor do we have corporate investors. MGT consultants focus on our clients and fulfilling the terms of our agreements. Since its inception in 1974, MGT has maintained persistent and steady growth. MGT is a financially healthy company and can provide the resources required to successfully complete the requested services both now and in the future.

MGT OFFICE LOCATIONS AND CONTACTS

MGT's home office is in Tampa, Florida. Plumas's project will be exclusively staffed by consultants from our **Sacramento** office. Office locations and primary contact information are listed below.

FLORIDA Tampa | Tallahassee	KANSAS Wichita	TEXAS Austin
CALIFORNIA Sacramento | Pasadena	MARYLAND Gaithersburg	VIRGINIA Richmond
COLORADO Denver	MICHIGAN Bay City	WASHINGTON Olympia
INDIANA Indianapolis	NORTH CAROLINA Raleigh	



OUR FIRM IS PROPOSING THE FOLLOWING SENIOR STAFF MEMBERS TO BE THE CONTRACTING AND PROJECT CONTACTS FOR THIS ENGAGEMENT:

FIRM HEADQUARTERS	MGT of America Consulting, LLC 4320 West Kennedy Boulevard | Tampa, Florida 33609 P: 813.327.4717 | Fax: 850.385.4501 FEIN: 81-0890071
INDIVIDUALS AUTHORIZED TO COMMIT FIRM	J. Bradley Burgess, Executive Vice President 2251 Harvard St., Ste. 134 | Sacramento, CA 95815 P: 916.443.3411 | Email: bburgess@mgtconsulting.com
PROJECT LEADER/ SACRAMENTO OFFICE	Guy Burdick, Manager 2251 Harvard St., Ste. 134 | Sacramento, CA 95815 P: 916.833.7775 | Email: gburdick@mgtconsulting.com

QUALIFICATIONS OF PROPOSED STAFF

We believe our firm is uniquely able to assemble the most experienced, best qualified professional staff for this engagement. MGT proposes to assign Mr. Brad Burgess and Mr. Guy Burdick to the County of Plumas.

MR. J. BRADLEY BURGESS, EXECUTIVE VICE PRESIDENT – PROJECT EXECUTIVE

Our firm's SB 90 practice is led by J. Bradley Burgess, one of the three founding principals at Public Resource Management Group, which was acquired by MGT in August 2007. Prior to joining MGT, he was a vice president with DMG and Maximus. He was also an associate director with the CSAC and California Cities SB 90 Service. In total, Mr. Burgess has been directly involved with state mandate cost consulting for over 20+ years, and personally served over 100 cities and 30 counties in the SB 90 claiming area.

Mr. Burgess will be responsible for the overall coordination and execution of the Modesto engagement. He will be directly involved with contract negotiations and finalization. He will provide technical assistance and meet with the State Controller related to any field audits and negotiations, if necessary. Mr. Burgess will ensure that all aspects of service delivery are accomplished in the best possible manner and will be available to the County for questions.

MR. GUY BURDICK, MANAGER – PROJECT MANAGER

Mr. Burdick is a Manager with MGT and has over eighteen years of professional consulting experience working with local governmental agencies. He is experienced with large scope state mandated costs projects (SB 90), being responsible for coordination and submission of SB 90 claims, with extensive experience in defending clients in desk and field audits. He has participated in, managed, and completed more than 100 separate consulting engagements throughout his career for cities, counties, and special districts. His wide range of experience, along with his exceptional organizational and interpersonal skills, makes him a significant asset to every one of his projects.

Mr. Burdick will oversee the daily work of the project and ensure project implementation occurs on schedule and in accordance with all project requirements. Mr. Burdick will have direct responsibility for coordinating the collection of all applicable data from all of County departments, and will also be responsible for the following:

- Development of the overall project plan
- On-site and remote staff interviews
- Preparation of all indirect cost rates (ICRP), mandated cost claims and claim review
- Hand deliver claims to State Controller
- Interfacing with the SCO related to any field audits and negotiations
- Respond to any desk reviews performed by the SCO

EXPERIENCE WITH STATE MANDATED COST CLAIMING

MGT currently provides state mandated cost-claiming services to over 140 cities and counties in California. The list of city clients that have been served by our consultants during their careers is extensive. Most of our clients have used our firm for many years. It is also the case that many of our clients contract with MGT for multiple consulting engagements each year. We are proud of our service to our clients and value the trust they put in us above all else. A small sample of relevant MGT projects include:

AGENCY	SERVICE PERIOD	PROJECT(S)
City of Anaheim	2003 to present	SB 90 Services, Cost Allocation Plan
County of Orange	2008 to present	SB 90 Services, Cost Allocation Plan
County of Napa	2014 to present	SB 90 Services, Cost Allocation Plan
County of Sonoma	2006 to present	SB 90 Services, Cost Allocation Plan, Jail Access Fee
City of Oakland	2004 to present	SB 90 Services, Cost Allocation Plan, User Fee Plan
City of Burbank	2003 to present	SB 90 Services, Cost Allocation Plan, User Fee Plan
City of Sacramento	2003 to present	SB 90 Services, Cost Allocation Plan
City of Santa Barbara	2003 to present	SB 90 Services, Cost Allocation Plan
City of Whittier	2004 to present	SB 90 Services, User Fee Analysis
City of Livermore	2003 to present	SB 90 Services, User Fee Analysis, Right of Way

MGT offers the County of Plumas the best, most experienced consulting staff, as well as the highest level of service available. MGT has nine SB 90 consultants with over 100 years of combined local government experience. The client list and references that we provide to prospective clients only include agencies that our current staff has served. No other consulting firm can match MGT's qualifications in the SB 90 area.

APPROACH AND METHODOLOGY

MGT provides a true turn-key solution for mandated cost claiming services. Our staff is involved with our client's claiming process throughout the year, providing proactive news, reports, and the earliest notification of new SB 90 claims possible.

We provide our clients program summaries and data collection forms to assist in understanding all of the eligible components of each program. MGT's project manager will complete all claims, all indirect cost rate proposals, and compile all elements of the claims in electronic format and send to the County for review and signature well in advance of the claiming deadline. We will work closely with the SB 90 Coordinator keeping the County apprised of everything we are doing, but it will be MGT's responsibility to manage all aspects of the project. Some of the key aspects of this include:

- Quick and painless contract negotiations and approval
- Identify all possible SB 90 claiming opportunities
- Prepare and file all eligible annual SB 90 claims with the SCO
- Prepare and file all eligible first time or new SB 90 claims that have claiming instructions issued during the given fiscal year
- Provide assistance with SCO desk reviews and field audits for claims filed by MGT
- Assist the County with knowledge transfer and training related to the SB 90 process at the State level and also related to other local agencies in California
- Provide a list of claims filed for each fiscal year

ANNUAL AND NEW / INITIAL CLAIMS

1. Establish a schedule and approach needed to complete all annual, new or first-time claims due within the fiscal year. This includes interviews with all applicable County department personnel.
2. Assist department staff to understand the specific mandated requirements for each SB 90 program, and how the County complies with the specific reimbursable portions of each program. Eligibility will be determined using the following criteria:
    a. The test claim's statement of decision.
    b. The California Commission on State Mandates approved parameters and guidelines.
    c. The SCO's claiming instructions.
    d. How other agencies around the state are complying with and interpreting the mandate.
3. Prepare all necessary department wide ICRPs in accordance with 2 CFR Part 200. MGT consultants have prepared thousands of ICRPs over the past 25+ years. We believe that our experience has developed a depth of understanding that is unmatched in the field.
4. Receive claims from the County for single department SB 90 programs and review the claims for completeness, propriety, and eligibility of costs. Multi-departmental claims will be handled in a similar fashion, but MGT will add an additional level of scrutiny with these claims to ensure no direct costs are double counted.
5. Perform a quality assurance review of the County's SB 90 claims to ensure the costs are supported by appropriate source documentation.

6. Prepare claims and provide the completed claims and ICRPs to the County for review and signature at least two weeks prior to the claiming deadline.
7. File the signed claims with the SCO prior to the deadline.

PROJECT COORDINATION

MGT views the SB 90 process as a partnership between Plumas and our firm. MGT will manage all aspects of project coordination, working closely with your SB 90 Coordinator to keep the County apprised of all relevant activity. Some of the key aspects of this coordination include:

Provide the County with a list of all eligible claims, as well as Claim Summary sheets and Data Collection forms. All of these concise summaries and forms are available in a variety of electronic formats (Microsoft Word, Excel, and Adobe PDF) to make use and disbursement of claiming information as easy as possible.

Work in concert with Plumas's SB 90 Coordinator to coordinate the County's overall claiming process.

Work with departments to ensure all data required to file eligible claims is gathered in a timely fashion. Our team works closely with our client departments to ensure all questions are answered and deadlines are met.

Ensure all eligible claims are filed on time and provide the County with written documentation showing which claims were filed and which claims were not filed, and why.

DATA COLLECTION

The three components of data collection related to this engagement include: direct cost program data, indirect cost data, and supporting documentation.

DIRECT COST PROGRAM DATA COLLECTION

- Conduct individual meetings with departments to discuss all reimbursable mandated activities.
- Develop a schedule and plan for mining the necessary data to ensure claims are completed well before the claiming deadlines.
- Gather all required direct cost data.

DEPARTMENTAL INDIRECT COST DATA COLLECTION

- Gather salary and benefit data from the County or the individual departments for all required fiscal years.
- Collect certain pages from the County's 2 CFR cost allocation plan, if the County utilizes one.
- Gather information required to prepare 2 CFR Part 200 compliant ICRPs. This will be carried out in concert with other department interviews. It is important that this step occur each year because departments reorganize, assignments shift, new personnel are hired, or personnel retire.

SUPPORTING DOCUMENTATION COLLECTION

- MGT will work with County departments to determine the documentation that must be submitted to the state as attachments to claims, and what documentation should be maintained in the

County's files in case of the SCO inquiry or field audit. MGT will then collect only the documentation the SCO requires to be submitted.

CLAIM PREPARATION

Once data has been received from the County, MGT will prepare all eligible claims on behalf of the County using required SCO claim forms.

DIRECT COSTS

Prepare all claims that apply to single departments. Once again, our experience will ensure no cost components are misinterpreted or omitted.

Coordinate and prepare all multi-departmental claims. Simply gathering data for mandates that span different departments is not enough. The data must be cross-referenced and analyzed to ensure each department is capturing cost data for the same cases and are not misclassifying certain cases, a very common occurrence.

INDIRECT COSTS

- Prepare ICRPs, and all support documents for all claiming departments. Obtain approval from each subject department for all ICRPs to be used in conjunction with current SB 90 claims, as well as the SB 90 Coordinator. The ICRPs provide an approved method for claiming departmental indirect costs. At this step, it is vital to ensure no staff time being claimed as a direct cost in the claim, is included in the ICRP.

FILING PROCEDURES

MGT will provide the County's SB 90 Coordinator with a clear, understandable process for receiving the completed claims/ICRPs and obtaining the necessary signatures.

- MGT will perform one final quality control check to ensure the County has signed two original coversheets, all parts of the claim are included, and required documentation is attached.
- MGT will hand deliver all signed claims received from the County to the SCO on or before the stated deadline. We will also provide the SCO a claims receipt for their staff to sign and return.
- MGT submits hard copies of all claims to the SCO.

ONGOING SUPPORT & STATUS UPDATES

The claiming process is obviously the key aspect of this engagement, but the ongoing support services that MGT offers are important complimentary services to continuously upgrading the County's knowledge base, relations, and communications with the state and contract agencies, and anticipation of changes to the claiming process.

COMMUNICATING WITH STATE OFFICIALS

STATE LIAISON ASSISTANCE

MGT will monitor State Controller requests or issues that could affect the County's SB 90 claims

MGT will also provide liaison assistance with the SCO at the desk review level for all MGT claims filed. The SCO may call requesting additional information, or duplicate documentation that may have been misplaced in their offices. Our firm will field these calls and fulfill all appropriate requests without the need for County involvement if possible. In addition, our staff has extensive experience preparing local agencies for field audits and assisting in their representation beyond the exit conference. MGT will offer assistance and response on any current or future field audits that may result from MGT claims filed in the past.

AUDIT ASSISTANCE & PROTECTION

Nobody wants to see the SCO auditing their claims, but higher levels of scrutiny are a fact of life. Our team has extensive experience preparing local agencies for field audits and assisting in their representation beyond the exit conference. Mr. Burgess and Mr. Burdick have assisted dozens of California cities and counties to file audit responses when there is a disagreement with the SCO audit findings. The County of Plumas will have our seasoned experts working on the County's behalf on this project.

PROPOSED FEE

MGT proposes to complete all aspects of this proposal for annual claims and new or initial claims released by the State Controller during the 2021-2022 fiscal year for a fixed fee of three thousand five hundred dollars ($3,500). This fee is inclusive of all other charges such as travel and administrative expenses.

FISCAL YEARS		
2020-21 Claims issued during 2021-22	2021-22 Claims issued during 2022-23	2022-23 Claims issued during 2023-24
$3,500	$3,750	$4,000
fixed fee, billable on a semi-annual or quarterly basis		

The price quoted for services is all inclusive. There are no caps on number of claims, audit support, or meetings—our level of customer service to the County is unlimited. MGT will not bill you for travel time or expenses, additional time for on-site meetings, or additional claims. MGT wants to be County's partner in this process for the next three years and beyond.

EXHIBIT B

Fee Schedule

Total contract shall be in the amount of $3,500.00 for State mandated cost claiming (SB90) services for 2020-21 claims issued during 2021-22.

County shall have two (2) options to renew for successive one-year terms, which shall be exercised by written notice given by County to Contractor on or prior to the expiration of the then-current term. The contract amount for each renewal term shall be a fixed fee of $3,750 for the 2021-22 SB90 claims, and $4,000 for the 2022-23 SB90 claims.

Term of agreement is January 18, 2022 through January 31, 2024.

Item 4B1&2

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES
270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045

Tony Hobson Ph.D., Director

DATE: January 18, 2022

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign Memorandum of Understanding between Plumas County Sheriff's Office and Behavioral Health.

2. It is respectfully requested the Board of Supervisors approve and authorize $1020.00 no contract payment to SIYAN Clinical Corporation

BACKGROUND AND DISCUSSION:

1. The intent of this agreement is to document the areas of responsibility of PCBH and PCSO to provide behavioral health services that Plumas County is legally mandated to provide at the county jail.
This amendment has been approved to form by County Counsel.

2. This charge of $1020.00 SIYAN Clinical Corporation for mental health doctor fees for specialty services. This fiscal year Behavioral Health, with board approval, has made payments exceeding the $999.99 limit per vendor, working without a contract. Behavioral Health is respectfully requesting payment approval.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
AND
PLUMAS COUNTY SHERIFF'S OFFICE

This Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Behavioral Health Department (hereinafter referred to as PCBH) and Plumas County Sheriff's Office (hereinafter referred to as PCSO).

The intent of this agreement is to document the areas of responsibility of PCBH and PCSO to provide behavioral health services that Plumas County is legally mandated to provide at the County jail.

A. Responsibilities of PCSO:

1. PCSO will provide a safe location for assessment, case management, individual and group therapy, and telepsychiatry for the provision of medication services.
2. PCSO will provide a handheld radio to PCBH providers to be used in situations when custody support is needed.
3. PCSO will conduct receiving screenings at booking to assess for signs and symptoms related to mental illness, substance use, and risk to self or others.
4. PCSO will make available to PCBH receiving screenings where inmates have endorsed signs and symptoms related to mental illness, substance use, and risk to self or others.
5. PCSO will house inmates where appropriate based on risk and classification and will contact PCBH when an inmate is placed into observation for safety reasons. PCSO will contact PCBH during normal business hours at 530-283-6370 for the Clinician of the Day (COD). If placement into the observation cell occurs after hours, weekends, or holidays, PCSO will contact our access line at 800-757-7898 to inform of the placement of an inmate into the observation cell.
6. Should an inmate need a higher level of care, such as a psychiatric inpatient facility, PCSO will assist in the delivery of the inmate to Plumas District Hospital for medical clearance. PCSO may, depending on the circumstances, assist in the safe transport of the inmate to a designated psychiatric facility.
7. Inmates released from jail shall be released with seven days-worth of psychotropic medications.
8. To the extent possible, PCSO shall provide PCBH advanced notice of the release of inmates involved in PCBH treatment.

B. Responsibilities of the Behavioral Health Department.

1. PCBH will provide a therapist, case manager, addiction counselor, a psychiatric nurse, and a tele psychiatrist for the provision of biopsychosocial assessments,

crisis assessments, psychiatric evaluations, care coordination, substance use disorder treatment groups, and medication management.

2. PCBH will communicate and coordinate with correctional staff any concerns related to inmate risk to self, others, or grave disability related to a mental illness for housing and treatment purposes.
3. PCBH or its contractor will screen and assess all inmates booked into the County jail within three business days.
4. PCBH will respond within 24 hours to assess an inmate who has been placed in the observation cell.
5. PCBH will coordinate the placement of an inmate needing psychiatric hospitalization due to danger to self, others, or grave disability as a result of a mental illness.
6. PCBH will provide jail medical a list of all psychotropic medications prescribed to an inmate.
7. PCBH will ensure inmates with a mental illness, and in the care of PCBH, are not released from the jail without housing.
8. PCBH will refer to behavioral health services and/or coordinate behavioral health care for inmates released from jail. This may include housing, referral to primary care, bridging medications until insurance is activated, and assistance with reactivating Med-Cal benefits.

C. Mutual Responsibilities.

1. PCBH and PCSO agree to comply with Welfare and Institutions Code and requirements regarding confidentiality of client's information, as well as all relevant HIPAA regulations.
2. PCBH and PCSO agree to comply with Title 15 requirements.
3. PCBH and PCSO agree to comply with all applicable State and Federal laws and regulations, in addition to the terms of any applicable consent decrees.
4. PCBH and PCSO agree to share information to comply with all State, Federal and County audits.
5. PCBH and PCSO agree to participate in monthly quality improvement meetings to address topics related to coordinated care between jail medical, jail custody, and behavioral health services.

D. Compensation.

There is no compensation by either party for use of space provided at the Plumas County Jail and services agreed upon. Provision of services is dependent of funding received from federal block grants, MHSA, and realignment revenue.

F. Effective Date.

This Agreement is effective March 1, 2020 and is renewable annually without further action. Each party may terminate this agreement by providing a 60-day written notice. The parties agree to periodically review the terms prescribed in this agreement to assure that it remains consistent with each agency's policies, practices and regulations. Any modification will occur upon mutual review and by mutual consent.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this

_____day of _____.

Tony Hobson Ph.D. Director
Plumas County Behavioral Health

Todd Johns, Sheriff
Plumas County Sheriff's Office

Approved as to form:

12/30/2021
Joshua Brechtel
Deputy County Counsel I

~~Jeff Engel~~ Kevin Goss
Chair, Board of Supervisors

Heidi White
Clerk of the Board

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

CARRIER

PICA

1. MEDICARE (Medicare#) | MEDICAID (Medicaid#) | TRICARE (ID#/DoD#) | CHAMPVA (Member ID#) | GROUP HEALTH PLAN (ID#) | FECA BLK LUNG (ID#) | OTHER (ID#) [X]

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. [redacted] ame, Middle Initial)

3. [redacted] BIRTH DATE [redacted] SEX F

4. INSURED'S NAME (Last Name, First Name, Middle Initial)

5. [redacted] Street)

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse | Child | Other

7. INSURED'S [redacted] Street)

STATE CA

8. RESERVED FOR NUCC USE

CITY [redacted] STATE CA

[redacted] TELEPHONE (Include Area Code)

ZIP CODE [redacted] TELEPHONE (Include Area Code) [redacted]

9. [redacted] Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER

a. OTHER INSURED'S POLICY OR GROUP NUMBER
SRQSP0059446

a. EMPLOYMENT? (Current or Previous) YES | NO [X]

a. INSURED'S [redacted] SEX M [X] F

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? YES | NO [X] PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? YES | NO [X]

c. INSURANCE PLAN NAME OR PROGRAM NAME
PLUMAS COUNTY

d. INSURANCE PLAN NAME OR PROGRAM NAME
ANTHEM BLUE CROSS

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [X] | NO — *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
Signature on File
SIGNED DATE 12/14/21

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
Signature on File
SIGNED

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a.

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 11 17 21 TO 11 17 21

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? YES | NO [X] $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0
F333
A. B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER
UM24011254

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 11 17 21	11 17 21	51		99232		A	160 00	1		NPI	1619301579
2 11 17 21	11 17 21	51		90833		A	150 00	1		NPI	1619301579
3										NPI	
4 *PRIMARY INSURANCE*										NPI	
5 *ERA ATTACHED*										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN [X]

26. [redacted]

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES [X] | NO

28. TOTAL CHARGE $ 310 00

29. AMOUNT PAID $ 0 00

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
Signature on File
NAGA M KOTHAPALLI, MD
SIGNED 12/14/21 DATE

32. SERVICE FACILITY LOCATION INFORMATION
AURORA SANTA ROSA HOSPITAL
1287 FULTON ROAD
SANTA ROSA, CA 95401-4923
a. 1922378215 b.

33. BILLING PROVIDER INFO & PH # (707) 206-7268
SIYAN CLINICAL CORPORATION
480 TESCONI CIR STE B
SANTA ROSA, CA 95401-4691
a. 1568732972 b.

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

SECOND FOLD

FIRST FOLD

SINVELOPE 6SS-92288-02a

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE CR061657 APPROVED OMB-0938-1197 FORM 1500 (02-12)

MB-003W-M7PA

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

CARRIER

PICA ☐ ☐ PICA ☐ ☐

1. MEDICARE ☐ (Medicare#) MEDICAID ☐ (Medicaid#) TRICARE ☐ (ID#/DoD#) CHAMPVA ☐ (Member ID#) GROUP HEALTH PLAN ☐ (ID#) FECA BLK LUNG ☐ (ID#) OTHER ☒ (ID#)

1a. [redacted] (For Program in Item 1)

2. [redacted] (Last Name, First Name, Middle Initial)

3. [redacted] SEX M ☒ F ☐

4. INSURED'S NAME (Last Name, First Name, Middle Initial) [redacted]

5. [redacted]

6. PATIENT RELATIONSHIP TO INSURED Self ☒ Spouse ☐ Child ☐ Other ☐

7. [redacted]

CITY [redacted] STATE CA

8. RESERVED FOR NUCC USE

CITY [redacted] STATE CA

ZIP CODE [redacted] TELEPHONE (Include Area Code) ( )

ZIP [redacted] TELE ([redacted]

PATIENT AND INSURED INFORMATION

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) [redacted]

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER

a. OTHER INSURED'S POLICY OR GROUP NUMBER SRQSP0059446

a. EMPLOYMENT? (Current or Previous) YES ☐ NO ☒

a. INSURED'S DATE OF BIRTH [redacted] SEX M ☒ F ☐

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? YES ☐ NO ☒ PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? YES ☐ NO ☒

c. INSURANCE PLAN NAME OR PROGRAM NAME PLUMAS COUNTY

d. INSURANCE PLAN NAME OR PROGRAM NAME ANTHEM BLUE CROSS

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES ☒ NO ☐ If yes, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED Signature on File DATE 12/14/21

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED Signature on File

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM MM DD YY TO

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a.

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 11 15 21 TO 11 15 21

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? YES ☐ NO ☒ $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0

A. F333 B. C. D.

E. F. G. H.

I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER UM24011254

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 11 15 21	11 15 21	51		99223		A	400 00	1		NPI	1619301579
2										NPI	
3										NPI	
4										NPI	
5										NPI	
6										NPI	

PRIMARY INSURANCE
ERA ATTACHED

25. FEDERAL TAX I.D. NUMBER SSN ☐ EIN ☒

26. PATIENT [redacted]

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES ☒ NO ☐

28. TOTAL CHARGE $ 400 00

29. AMOUNT PAID $ 0 00

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
Signature on File
NAGA M KOTHAPALLI, MD
SIGNED 12/14/21 DATE

32. SERVICE FACILITY LOCATION INFORMATION
AURORA SANTA ROSA HOSPITAL
1287 FULTON ROAD
SANTA ROSA, CA 95401-4923
a. 1922378215 b.

33. BILLING PROVIDER INFO & PH # (707) 206-7268
SIYAN CLINICAL CORPORATION
480 TESCONI CIR STE B
SANTA ROSA, CA 95401-4691
a. 1568732972 b.

PHYSICIAN OR SUPPLIER INFORMATION

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

DEC 17 2021

CARRIER

PICA

1. MEDICARE (Medicare#)	MEDICAID (Medicaid#)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER (ID#)
						X

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)

3. PATIENT'S BIRTH DATE SEX M F

4. INSURED'S NAME (Last Name, First Name, Middle Initial)

5. PATIENT'S ADDRESS (No., Street)

6. PATIENT RELATIONSHIP TO INSURED: Self X Spouse Child Other

7. INSURED'S ADDRESS (No., Street)

CITY STATE CA

8. RESERVED FOR NUCC USE

CITY STATE CA

ZIP TELEPHONE (Include Area Code)

1

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER

a. OTHER INSURED'S POLICY OR GROUP NUMBER
SRQSP0059446

a. EMPLOYMENT? (Current or Previous) YES NO X

a. INSURED'S DATE OF BIRTH SEX M X F

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? YES NO X PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? YES NO X

c. INSURANCE PLAN NAME OR PROGRAM NAME
PLUMAS COUNTY

d. INSURANCE PLAN NAME OR PROGRAM NAME
ANTHEM BLUE CROSS

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES X NO If yes, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
Signature on File
SIGNED DATE 12/14/21

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
Signature on File
SIGNED

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a.

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM 11 DD 19 YY 21 FROM MM 11 DD 19 YY 21 TO

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? YES NO X $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0

A. F333 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER
UM24011254

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 11 19 21	11 19 21	51		99232		A	160 00	1		NPI	1619301579
2 11 19 21	11 19 21	51		90833		A	150 00	1		NPI	1619301579
3										NPI	
4										NPI	
5										NPI	
6										NPI	

PRIMARY INSURANCE
ERA ATTACHED

25. FEDERAL TAX I.D. NUMBER SSN EIN X

26. PATIENT'S ACCOUNT

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES X NO

28. TOTAL CHARGE $ 310 00

29. AMOUNT PAID $ 0 00

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
Signature on File
NAGA M KOTHAPALLI, MD
12/14/21
SIGNED DATE

32. SERVICE FACILITY LOCATION INFORMATION
AURORA SANTA ROSA HOSPITAL
1287 FULTON ROAD
SANTA ROSA, CA 95401-4923
a. 1922378215 b.

33. BILLING PROVIDER INFO & PH # (707) 206-7268
SIYAN CLINICAL CORPORATION
480 TESCONI CIR STE B
SANTA ROSA, CA 95401-4691
a. 1568732972 b.

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE CR061657 APPROVED OMB-0938-1197 FORM 1500 (02-12)

MB-0DSW-M7PA

Item 4B3

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES
270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045

Tony Hobson Ph.D., Director

DATE: January 18, 2022

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize $2,706.00 no contract payment to Adventist Health.

BACKGROUND AND DISCUSSION:

1. It is respectfully requested the Board of Supervisors approve and authorize $2706.00 no contract payment to Adventist Health for outpatient services.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

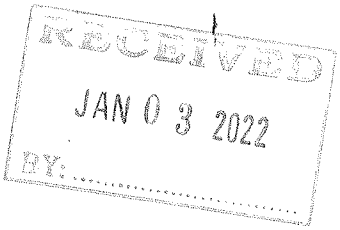
St. Helena Hospital

Adventist Health

Adventist Health St. Helena
10 Woodland Rd.
St. Helena, CA 94574
NPI 1720078082

TAX I.D. 94-1279779

Adventist Health Vallejo
St Helena Hospital
525 Oregon St
Vallejo, CA 94590
NPI 1851381990



Physician Fee's Invoice

Bill To
Plumas County Mental Health 270 County Hospital Rd., Ste. 109 Quincy, CA 95971

PLEASE REMIT TO:
Adventist Health
PO Box 398845
San Francisco, CA
94139-8845

Date	Invoice #
12/22/2021	48200891557

Terms

DOCTOR	PATIENT NAME	I.D. NUMB...	DOS	PROCEDURE / DX	RATE
Meyer-Mitchell, J 1659827616	[redacted]	[redacted]	10/22/2021	99232 / F20.9	123.00
Meyer-Mitchell, J 1659827616			10/23/2021	99232 / F20.9	123.00
Meyer-Mitchell, J 1659827616			10/24/2021	99232 / F20.9	123.00
Meyer-Mitchell, J 1659827616			10/25/2021	99232 / F20.9	123.00
Meyer-Mitchell, J 1659827616			10/26/2021	99232 / F20.9	123.00
Meyer-Mitchell, J 1659827616			10/27/2021	99232 / F20.9	123.00
Meyer-Mitchell, J 1659827616			10/28/2021	99232 / F20.9	123.00
Kubasta, M 1063985455			10/29/2021	99233 / F20.9	123.00
Kubasta, M 1063985455			10/30/2021	99233 / F20.9	123.00
Kubasta, M 1063985455			10/31/2021	99233 / F20.9	123.00
Kubasta, M 1063985455			11/1/2021	99233 / F20.9	123.00
Kubasta, M 1063985455			11/2/2021	99233 / F20.9	123.00
Kubasta, M 1063985455			11/3/2021	99233 / F20.9	123.00
Kubasta, M 1063985455			11/4/2021	99233 / F20.9	123.00
Meyer-Mitchell, J 1659827616			11/5/2021	99233 / F20.9	123.00
Meyer-Mitchell, J 1659827616			11/6/2021	99233 / F20.9	123.00
Meyer-Mitchell, J 1659827616			11/7/2021	99233 / F20.9	123.00
Meyer-Mitchell, J 1659827616			11/8/2021	99233 / F20.9	123.00
Meyer-Mitchell, J 1659827616			11/9/2021	99233 / F20.9	123.00
Meyer-Mitchell, J 1659827616			11/10/2021	99233 / F20.9	123.00
Meyer-Mitchell, J 1659827616			11/11/2021	99233 / F20.9	123.00
Kubasta, M 1063985455			11/12/2021	99239 / F20.9	123.00

PLEASE REMIT TO:
Adventist Health
PO Box 398845
San Francisco, CA 94139-8845

Any questions, contact Beverly Crites at 707-963-3611 ext 3544 or critesbj@ah.org

Total	$2,706.00
Payments/Credits	$0.00
Balance Due	$2,706.00

Item 4B4

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES
270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045

Tony Hobson Ph.D., Director

DATE: January 18, 2022

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign $50,000.00 Agreement with Sutter-Yuba Behavioral Health

BACKGROUND AND DISCUSSION:

1. Sutter-Yuba Behavioral Health is a psychiatric health facility, serving individuals experiencing acute psychiatric conditions that require rehabilitation services. This agreement has been approved to form by County Counsel.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

AGREEMENT WITH THE COUNTY OF PLUMAS FOR THE PROVISION OF INPATIENT PSYCHIATRIC SERVICES TO BE PROVIDED THROUGH SUTTER-YUBA BEHAVIORAL HEALTH

DESCRIPTION: Acute inpatient, psychiatric health facility services

BEGINS: July 1, 2021

ENDS: June 30, 2022

ADMINISTERING AGENCY: Sutter-Yuba Behavioral Health

THIS AGREEMENT ("Agreement") is made and entered into between the County of Plumas, a political subdivision of the State of California, herein after called "PLUMAS COUNTY," and Sutter-Yuba Behavioral Health, a joint powers authority operated by the County of Sutter and the County of Yuba, through the County of Sutter, a political subdivision of the State of California, hereinafter called "SYBH." SYBH operates a Psychiatric Health Facility, the Sutter-Yuba Behavioral Health Psychiatric Health Facility located at 1965 Live Oak Blvd, Yuba City, CA, hereinafter called the "Facility."

WHEREAS, PLUMAS COUNTY is charged with the responsibility of providing mental health services for mentally disordered persons, and;

WHEREAS, SYBH has the facilities and the ability to be certified and staffed to provide psychiatric inpatient hospital care and maintenance of mentally disordered persons,

NOW, THEREFORE, it is hereby mutually agreed by and between PLUMAS COUNTY and SYBH as follows:

1. Definitions:
   - Concurrent Review means the review of treatment authorization requests by SYBH for inpatient mental health services in order to approve, modify, or deny requests for continued services based on a determination of medical necessity by PLUMAS COUNTY or its contracted provider. The review of treatment authorization requests is concurrent with the provision of services and is required after the first day of admission through day of discharge.
   - Psychiatric Health Facility Services ("Services") means therapeutic and/or rehabilitative services provided in a psychiatric health facility ("PHF") on an inpatient basis to Clients who need acute care, which is care that meets the criteria of CCR, Title 9, section 1820.205, and whose physical health needs can be met in an affiliated general acute care hospital or in outpatient settings.

2. **Description of Services**:
   A. SYBH shall provide psychiatric inpatient services at the Facility to residents of PLUMAS COUNTY over the age of 18 in conformance with all applicable federal and state statutes and regulations. Services will be provided, with prior authorization by PLUMAS

COUNTY, to eligible persons with a mental disorder (hereinafter called "Patient(s)") who may be either on voluntary or involuntary status. The length of stay of each Patient shall be determined by the SYBH'S professional staff, in coordination with PLUMAS COUNTY as indicated in Section 10 herein. SYBH shall provide, or shall arrange for, necessary emergency and non-elective ancillary medical services for a Patient as part of the inpatient treatment services.

B. SYBH agrees to provide acute psychiatric inpatient care to PLUMAS COUNTY clients under the circumstances described herein. Such services shall include, but are not limited to, 72-hour detention under Section 5150 WIC, 14-day Certification under Section 5250 Section 5260 WIC, 30-day Certification under Section 5270 WIC, and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by PLUMAS COUNTY or as identified by SYBH via Crisis or Emergency Services assessment processes. These services shall be provided in the SYBH PHF in Yuba City, California, except that PLUMAS COUNTY shall conduct any necessary Court proceedings in regard to Conservatorships in the County of PLUMAS.

C. For 30 Day Certification under Section 5270 WIC, PLUMAS COUNTY must document and provide evidence of Board of Supervisor approval to utilize the SYBH PHF for these certifications prior to the PHF moving forward with the certification. In the event a PLUMAS COUNTY beneficiary requires a 30 day certification, and no approval is on record, PLUMAS COUNTY will coordinate facility transfer for the beneficiary to an appropriately designated facility.

D. SYBH shall prepare and serve all Notices of Certification under Sections 5250 WIC, et seq., 5260 WIC, et seq and 5270 WIC, et seq. PHF and PHF staff shall give their best efforts in making the evaluations for 14-day as expeditiously as possible. PLUMAS COUNTY may request copies of any SYBH PHF Policies at any time.

E. SYBH shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for 14-day and 30-day Certifications, as provided for in Sections 5150.

If services required by Patients exceed SYBH'S capabilities, SYBH may utilize other facilities as mutually agreed upon by the SYBH'S Acute Psychiatric Services Branch Director and PLUMAS COUNTY'S Behavioral Health Director, Tony Hobson, Ph.D.

PLUMAS COUNTY staff will consult with SYBH'S staff prior to a Patient's discharge to effect an appropriate placement. PLUMAS COUNTY will be responsible for aftercare and placement of all Patients covered by this Agreement upon their discharge from SYBH'S Facility or any subsequent placement facility including transportation from the Facility.

It is understood and agreed that only mentally disordered persons are to be admitted to the Facility pursuant to this Agreement and that inebriates and persons not mentally disordered, in the opinion of SYBH, are specifically excluded therefrom.

3. **Direction**: The services to be provided pursuant to this Agreement by SYBH for Patients shall be under the general direction of the PLUMAS COUNTY'S BEHAVIORAL HEALTH

DIRECTOR TONY HOBSON PH.D. or his/her designee. SYBH shall render inpatient psychiatric services to Patients admitted to the Facility in accordance with applicable state and federal laws and regulations. Documentation of services provided by SYBH for each Patient shall be available for review by PLUMAS COUNTY upon request.

4. **Patient Eligibility**: Services under this Agreement shall be rendered without regard to race, color, sex, sexual orientation, religion, national origin, ancestry, disability, age (over 40), physical or mental status as specified in applicable federal and state laws and regulations. The specific admission procedures shall be mutually agreed upon by SYBH'S Acute Psychiatric Services Branch Director and PLUMAS COUNTY'S DIRECTOR TONY HOBSON PH.D. Residency in PLUMAS COUNTY will be the basic requirement for eligibility for services. Transients referred by PLUMAS COUNTY on an emergency or involuntary status may also receive services through this Agreement.

5. **Cultural Competence:** SYBH shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health ("DMH") Information Notice No: 10-02, 2010 Cultural Competence Plan Requirements ("CCPR"), which establishes new standards and criteria for the entire PLUMAS COUNTY Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.

6. **Payments**: In consideration for SYBH providing inpatient psychiatric services to Patients pursuant to this Agreement, PLUMAS COUNTY shall pay SYBH at the rate of $1,212.35 per Patient/per day or portion of day, including the day of admission and excluding the day of discharge, all inclusive of: (a) all hospital costs including room and board, (b) medications, (c) psychiatrist's time, (d) laboratory work, and (e) court costs. For Patients who are PLUMAS COUNTY Medi-Cal beneficiaries, PLUMAS NAME COUNTY will be charged the actual cost per day based on the cost report for the prior PLUMAS COUNTY Fiscal Year. (For the purposes of this Agreement, the PLUMAS COUNTY'S Fiscal Year and SYBH'S Fiscal Year commences on July 1 and ends on June 30 of the following calendar year.) If PLUMAS COUNTY wishes to pursue reimbursement from Medi-Cal, PLUMAS COUNTY must bill Medi-Cal directly for services rendered. Medi-Cal will not reimburse for room and board costs which are determined to be $21.76.

   A. If it is determined, either before or after admission to the Facility, that a Patient has Medi-Cal eligibility in another county, it is the responsibility of the PLUMAS COUNTY to notify the county of financial responsibility that one of its Medi-Cal beneficiaries has been admitted to the Facility. It is also the responsibility of the PLUMAS COUNTY to provide documentation of authorization from the responsible county to the SYBH, who will then bill the county of responsibility as defined above, for reimbursement.

   B. Unless PLUMAS COUNTY has provided SYBH with documentation of authorization from another responsible county, PLUMAS COUNTY is responsible for payment in full for SYBH'S services regardless of a Patient's County Medi-Cal eligibility or other insurance.

C. SYBH will not bill a Patient directly for any services, such as unmet share of cost, deductibles, etc.

D. Payments to SYBH by PLUMAS COUNTY shall be made within 45 days of receipt of correct and approved invoice and supporting documentation by PLUMAS COUNTY. SYBH shall submit invoices and supporting documentation to PLUMAS COUNTY, within 30 days of the date of discharge of any Patient. SYBH shall submit with any invoice supporting documentation identifying the Patient, service provider, type of service and requisite service code, date of service, and time of day and length of time of services.

E. For the term of this Agreement the annual cap amount, the amount not to be exceeded, will be $50,000.00 or the $1,212.35 per day bed rate.

7. **Mental Health Cost Report:** SYBH agrees to provide PLUMAS COUNTY with an annual cost report in accordance with the California Department of Health Care Services ("DHCS") requirements no later than October 31st for the preceding fiscal/contractual year.

8. **Certification of Program Integrity:** SYBH shall comply with all applicable state and federal statutory and regulatory requirements for certification of claims including, but not limited to, Title 42, Code of Federal Regulations, Part 438.

For each Medi-Cal beneficiary Patient for whom the SYBH is submitting a claim for reimbursement, SYBH shall ensure the following:

A. An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan ("MHP") contract between SYBH and DHCS, a copy of which will be provided to PLUMAS COUNTY by SYBH under separate cover upon request.

B. The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.

C. The services included in the claim were actually provided to the beneficiary.

D. Medical necessity was established for the beneficiary as defined in applicable statutes and regulations for the service or services provided, for the timeframe in which the services were provided. Days beyond the timeframe that is defined as medically necessary ("Administrative Days") shall be reimbursed by PLUMAS COUNTY.

E. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between SYBH and the DHCS.

In addition, SYBH certifies that the following processes are in place:

F. Written policies, procedures, and standards of conduct that articulate SYBH'S commitment to comply with all applicable federal and state standards with respect to operation of the Facility.

G. The designation of a compliance officer and a compliance committee accountable to senior management.

H. Effective training and education for the compliance officer and SYBH'S employees, volunteers, and agents at the Facility.

I. Enforcement of standards through well-publicized disciplinary guidelines.

J. Provisions for internal monitoring and auditing.

K. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.

L. Confirmation that subcontractors and all employees are not excluded from Medi-Cal and Medicaid participation.

9. **Term:** The term of this Agreement shall be from July 1, 2021 and shall expire June 30, 2022

10. **Admissions Procedure:** SYBH agrees that only those Patients that PLUMAS COUNTY specifically refers to SYBH for placement in the Facility shall receive services pursuant to this Agreement. PLUMAS COUNTY'S written request for admission constitutes authorization.

    PLUMAS COUNTY understands and accepts that Patients are encouraged and permitted to sign into the Facility as a voluntary patient when possible pursuant to subdivision (c) of section 5250 of the California Welfare & Institutions Code.

    All persons referred by PLUMAS COUNTY for admission to the Facility will be medically cleared for admission to a non-medical facility prior to admission to the Facility. This medical clearance will be provided directly or indirectly, and payment arranged or provided by PLUMAS COUNTY. All transportation costs to and from the Facility for medical care and clearance are the responsibility of PLUMAS COUNTY.

    SYBH shall not be required to accept referrals for treatment of individuals housed in jail or other penal institutions.

11. **Coordination of Care:** PLUMAS COUNTY and SYBH agree that both of their clinical staffs will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, readiness for discharge, and in the process of planned transition back into the community and to this end may freely exchange Patient information as a unitary treatment program. PLUMAS COUNTY agrees to facilitate timely aftercare placement for patients ready

12. **Concurrent Review:** Upon release of the applicable DHCS Information Notice, SYBH shall participate in Concurrent Review in compliance with County-approved SYBH's policies and procedures, Final Rule, and DHCS regulatory and MHP agreement requirements.

13. **Patient Records**: Active Patient records shall be maintained at the nursing station at the Facility. Closed records shall be maintained at a designated site, in accordance with all applicable laws and regulations.

    Patient records shall be retained for 10 years or any further period that is required by law or regulation and until all federal or state audits are complete and exceptions resolved for this Agreement. Upon request, SYBH shall make these records available to authorized representatives of PLUMAS COUNTY, the State of California, and the United States Government. For the first two years after last discharge, the records shall be stored on site at the Facility. For the last eight years after last discharge, all records shall be stored in a secured off-site area selected by SYBH.

    SYBH staff at the Facility shall have access within 24 hours to all appropriate PLUMAS COUNTY Patient records requested by SYBH staff. Records shall be available within 24 hours of request, weekends and PLUMAS COUNTY holidays excluded. PLUMAS COUNTY staff shall have access to all Facility records for any Patient, placed pursuant to this Agreement, who is (or was) under SYBH'S care at the Facility.

14. **Right to Audit:** SYBH agrees to extend to the PLUMAS COUNTY'S auditors designated by PLUMAS COUNTY or the State of California, the right to review and investigate records, programs, or procedures, at a reasonable time during normal business hours as regards Patients as well as the overall operation of SYBH'S programs at the Facility. SYBH shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

15. **Status of SYBH:** The parties hereto agree that SYBH, its agents, and employees, including its professional and non-professional staff, in the performance of this Agreement shall act in an independent capacity and not as officers, officials, employees, or agents of PLUMAS COUNTY. SYBH shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and quarters necessary for the performance of the services to be provided by SYBH pursuant to this Agreement.

16. **Conflict of Interest:** SYBH attests that it has no current business or financial relationship with any PLUMAS COUNTY employees that would conflict with this Agreement and will not enter into any such business or financial relationships with any such employees during the term of this Agreement.

    SYBH has an affirmative duty to disclose to PLUMAS COUNTY in writing the name(s) of any person(s) who have an actual, potential, or apparent business or financial conflict of interest.

17. **Indemnity:** PLUMAS COUNTY and SYBH shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, loses, damages, or expenses, including reasonable attorney's fees and costs, and including, but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this Agreement and is in addition to any other rights or remedies that PLUMAS COUNTY and SYBH may have under law and/or this Agreement.

18. **Insurance:** SYBH and PLUMAS COUNTY are both covered, and will remain covered, for general liability, automobile liability, professional liability, property, and workers' compensation liability through a self-insurance program during the performance of this Agreement, in conjunction with excess coverage through the California State Association of Counties – Excess Insurance Authority. A certificate of coverage will be furnished to PLUMAS COUNTY by SYBH and by SYBH to PLUMAS COUNTY upon request.

19. **Nondiscrimination:** SYBH agrees to comply with federal and state non-discrimination and equal opportunity statutes and regulations.

    During the performance of this Agreement,

A. SYBH and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including, but not limited to, HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

B. SYBH and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. SYBH and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Chapter 1 of Part 2.8 of Division 3 of Title 2 of the California Government Code, commencing at section 12900) and the regulations promulgated thereunder.

D. SYBH and its subcontractors shall give written notice of their obligations under this Section of this Agreement to labor organizations with which they have a collective bargaining or other agreement.

E. SYBH shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

F. SYBH shall include the nondiscrimination and compliance provisions of this Agreement in all agreements with subcontractors to perform work or services under this Agreement.

20. **Assignment:** Neither party shall assign, sublet, delegate, or transfer any of its rights, duties, or obligations arising hereunder without written consent of the other.

21. **Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that both SYBH and PLUMAS COUNTY are political subdivisions of the State of California. As such, both are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given Fiscal Year. It is further understood that in the normal course of PLUMAS COUNTY'S and SYBH'S businesses, they will adopt a proposed budget prior to a given Fiscal Year, but that the final adoption of a budget does not occur until after the beginning of the Fiscal Year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of termination of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and PLUMAS COUNTY and SYBH released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors of PLUMAS COUNTY and SYBH, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either PLUMAS COUNTY'S or SYBH'S departments for which services were contracted to be performed pursuant to this Agreement, this Agreement may be deemed to be immediately terminated in its entirety subject to payment for services performed prior to termination. Notice of said termination shall be provided at the earliest possible date.

22. **Default, Termination, and Cancellation:**

A. Default:
Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default ("Notice"). If the party in default does not cure the default within 10 days of the date of Notice ("Time to Cure"), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving Notice. Any extension of the Time to Cure must be in writing, prepared by the party in default for signature by the party giving Notice and must specify the reason(s) for the extension and the date the extension of the Time to Cure expires.
The Notice given under this Section of this Agreement shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the Time to Cure. No Notice shall be deemed a termination of this Agreement unless the party giving Notice so elects in subsequent written notice after the Time to Cure has expired.

B. Ceasing Performance: PLUMAS COUNTY or SYBH may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.

C. Termination without Cause:
Either party shall have the right to terminate this Agreement without cause; any such termination will be effective 60 days after written notice. In the event of termination by PLUMAS COUNTY or SYBH, SYBH shall be paid for all services performed to the date of termination.

This Agreement may be terminated by either party, if the DHCS gives written notice stating that services provided are not in compliance with requirements of law or regulations, by giving 21 days written notice to the other party.

23. **Amendments:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to PLUMAS COUNTY or provide additional compensation to SYBH except as explicitly set forth in this or amended Agreement.

24. **Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered or by personal delivery. Notices to SYBH shall be addressed/delivered as follows:

Director
Sutter County Health and Human Services Department
P.O. Box 1510
Yuba City, CA 95992

And to:

Acute Psychiatric Services Branch Director
Sutter-Yuba Behavioral Health
1965 Live Oak Blvd.
Yuba City, CA 95591

or to such other location as the SYBH directs.

Notices to PLUMAS COUNTY shall be addressed/delivered as follows:

Che Shannon-Management Analyst
cshannon@pcbh.services
Plumas County Behavioral Health
270 County Hospital Road Suite # 109
Quincy, CA 95971

or to such other location as the PLUMAS COUNTY directs.

25. **Rules and Laws:** SYBH and PLUMAS COUNTY agree to comply with all applicable laws, regulations, and policies governing the provisions of public mental health services. SYBH shall comply with all applicable provisions of the PLUMAS COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from PLUMAS COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

26. **Administrator**: The employee designated to administer this Agreement for SYBH is the Acute Psychiatric Services Branch Director.

27. **HIPAA Compliance:** SYBH affirms that it is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, "HIPAA") and its implementing regulations relating to protecting the privacy and security of confidential health information. SYBH will not use or disclose protected confidential health information other than as permitted or required by law and regulation and will notify PLUMAS COUNTY of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of PLUMAS COUNTY elsewhere as set forth in this Agreement, PLUMAS COUNTY may terminate this Agreement without penalty or recourse if PLUMAS COUNTY determines that SYBH violated a material term of the provisions of this Section of this Agreement. SYBH will ensure that any subcontractors' agents receiving protected confidential health information related to this Agreement agree to the same restrictions and conditions that apply to SYBH with respect to such information.

28. **Confidentiality and Patients' Rights:** SYBH agrees to maintain a record of each Patient served pursuant to this Agreement. These records shall be maintained in the strictest confidence in accordance with applicable state and federal laws and regulations. No specific information

pertaining to discrete individual Patients will be provided to persons or agencies other than those as set forth in the provisions contained herein and in accordance with applicable state and federal laws and regulations. Furthermore, SYBH shall comply with all applicable laws and regulations, state and federal, pertaining to patients' rights (including, but not limited to section 5325 of the California Welfare and Institutions Code). SYBH and PLUMAS COUNTY further agree to hold the other harmless for any breach of confidentiality or breach of patients' rights, as set forth in the indemnity provisions contained herein.

SYBH and PLUMAS COUNTY agree to maintain the confidentiality of patient information and records as provided by applicable law and regulation; notwithstanding, professional records and PLUMAS COUNTY Patient information shall be interchangeable between SYBH and PLUMAS COUNTY to establish and support a high level of clinical services and continuity of care and aftercare services.

29. **Choice of Law**: The validity, enforceability, or interpretation of this Agreement shall be governed by the laws of the State of California. In the event that either PLUMAS COUNTY or SYBH deems it necessary to take legal action to enforce any provisions of this Agreement, the parties shall each bear their own costs, which shall include, but not be limited to, reasonable attorney's fees and costs.

30. **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. The parties agree that the signature pages of this Agreement may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this Agreement, with such scanned and electronic signatures have the same legal effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF SUTTER

By: _____ Date: _____
Ken Sra, Director
Sutter County General Services

SUTTER-YUBA BEHAVIORAL HEALTH

By: _____ Date: _____
Shawne Corley, Interim Director
Sutter County Health and Human Services

APPROVED AS TO FORM:

By: _____
Office of Sutter County Counsel

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

COUNTY:

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

By:_____
Name: Tony Hobson
Title: Behavioral Health Director
Date signed:

ATTEST:

By: _____
Heidi White
Deputy Clerk of the Board of Supervisors
Date Signed:

CONTENT

By:_____
Kevin Goss
Chair, Board of supervisors
Date signed

Approved as to form:

_____ 1/6/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT C
MEDI-CAL REQUIREMENTS

I. PROVIDER CERTIFICATION

A. Individual, group, and organizational service providers who contract with County to provide Medi-Cal reimbursed services must be certified for participation in the Medi-Cal program. To receive/maintain Medi-Cal certification, providers must meet minimum standards as specified in Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435. Included in the standards are specific areas of compliance including the requirement to meet the Quality Management Program Standards and any additional requirements established by the Mental Health Plan (MHP) as part of a credentialing or other evaluation process (Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435, (5), (6)). For organizational providers, the MHP certification process shall include an on-site review in addition to a review of required documentation. All providers are required to notify the MHP 45 days prior to any of the following: (1) organizational and/or corporate change; (2) change in provider's license to operate; (3) revocation of fire clearance; (4) change in Head of Service (group or organizational provider); (5) change of ownership, service location or physical plant; or (6) any proposed addition or deletion of treatment services.

B. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential requirement of this Agreement. After the certification date, should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

C. Contractor is subject to DMH Letter No. 10-05 dated 9-3-10 and all direct service providers shall provide their professional degree, license, and National Provider Identifier (NPI) in accordance with the following:

1. MHPs must ensure that both the Office of Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.

2. MHPs shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

3. MHPs shall also provide notice regarding the authority of the California Department of Health Care Services ("DHCS") to impose administrative sanctions to their providers or contractors within three months of receiving this notice.

II. BENEFICIARY ELIGIBILITY

Contractor shall maintain and implement policies and procedures to ensure a client is a Plumas County Medi-Cal beneficiary, track authorizations, and include only those service units with authorized daily transactions together with the client name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims. Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time-only basis if the beneficiary's status has changed since the last service. Additional services may be provided only with the Director's written authorization based on individual case treatment/service needs.

III. PATIENT RIGHTS

The Contractor, or any delegate performing the covenants of the Contractor pursuant to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Title 22, Division 5, Chapter 1, Article 7, Sections 70707 of the California Code of Regulations and the Welfare and Institutions Code, Division 5, Part 1, Chapter 2, Article 7, Section 5325.1.

A. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter C, Part 438, Subpart F, " Beneficiary Problem Resolution Processes," and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.

B. Contractor's beneficiary problem resolution processes shall also comply with the State Contracts.

C. Informal complaints by beneficiaries with regard to Contractor's rendering of services pursuant to this Agreement may also be investigated by the County's or Contractor's Patients' Rights Advocate or Quality Improvement Program.

D. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website https://www.plumascounty.us/DocumentCenter/View/18099/Guide-to-Medi-Cal-Mental-Health-Services?bidId=

1. State DHCS Beneficiary Handbook describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.

2. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department of Mental Health (DMH) Letter number 01-07.
3. County Mental Health Plan Provider Directory.

E. Contractor shall post the County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor shall make County's beneficiary problem resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.

F. Grievances and appeals shall be resolved through the County's beneficiary problem resolution processes, or Contractor's comparable processed if such processes exist. Beneficiaries shall not be required to use or exhaust the Contractor's processes prior to using the County's beneficiary problem resolution processes.

G. Contractor shall keep a log of all grievances and appeals, which shall contain:

1. Beneficiary's name
2. Grievant or Appellant's Name, if different
3. Date of receipt of grievance or appeal
4. Nature of the problem
5. Final disposition of the problem or documented reason why there is not a final disposition of the problem
6. The date the decision was given to the beneficiary and to grievant or appellant, if different

Contractor shall forward the above information regarding any grievance to the County as it occurs.

H. The County shall provide Contractor with samples of the materials required by the provisions of this subparagraph above. Contractor shall maintain adequate supplies of all such materials sufficient to meet all requirements of law.

IV. MEDICAL NECESSITY CRITERIA

Contractor will provide both billable and non-billable services under this agreement. Clients receiving Medi-Cal billable services must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be located in the Clinical Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, the client must be referred to the appropriate level of service consistent with their behavioral health condition. Further, prolonged services provided to individuals determined to not meet medical necessity will be denied.

V. ASSESSMENT

County requires an Assessment and History form that together meets the current DHCS requirements. The following areas are described by DHCS as a part of a comprehensive client record.

A. Relevant physical health conditions reported by client are prominently identified and updated as appropriate.
B. Presenting problems and relevant conditions affecting the client's physical health and mental health status are documented, for example: living situation, daily activities, and social support.
C. Documentation describes client strengths in achieving Client Plan goals.
D. Special status situations that present a risk to client or others are prominently documented and updated as appropriate.
E. Documentation includes medications that have been prescribed by MH Plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.
F. Client self-report of allergies and adverse reactions to medications or lack of known allergies/sensitivities are clearly documented.
G. A mental health history is documented, including previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.
H. For children and adolescents, pre-natal and peri-natal events and a complete developmental history are documented.
I. Documentation includes past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
J. A relevant mental status examination is documented.
K. A complete diagnosis from the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or a diagnosis from the International Classification of Diseases (ICD, Version 10), is documented consistent with the presenting problems, history, mental status evaluation and/or other assessment data.
L. Include the following:
    1. Functional impairments
    2. Medical necessity criteria re: evidence of Severe Emotional Disturbance or Severe Mental Illness
    3. Mental status examination
    4. Signature of clinician (co-signature if not licensed)

The requirement as to the use of the specific versions of DSM and ICD may be changed during the term of this contract. As changes occur, Contractor shall comply with the changed requirements accordingly.

VI. CLIENT PLANS

A. Have specific observable and/or quantifiable goals identified in cooperation with the client.
B. Identify the proposed type(s) of intervention.
C. Have a proposed duration of intervention(s).
D. Are signed by:
    1. The person providing the service(s), or

2. A person representing a team or program providing services, or
3. A person representing the Contractor providing services.
4. The client, except when client refuses or is unavailable.

E. The Client Plan must be signed or co-signed by one of the following approved staff categories:

1. Licensed Physician
2. Licensed/Waivered Psychologist
3. Licensed/Waivered Clinical Social Worker
4. Licensed/Waivered Marriage, Family and Child Counselor
5. Registered Nurse
6. Other staff approved by Director

F. Individual or group providers are required to be licensed.

G. In addition,

1. The Client Plan is used to establish that services are provided under the direction of an approved category of staff.
2. Client Plans are consistent with the diagnoses.
3. The focus of intervention is consistent with the Client Plan goals.
4. An individualized Client Plan is required for each client.
5. Medication Services do not need a separate Client Plan unless the client is receiving Medication Support Only. Contract Physicians are required to complete a Client Plan.
6. In the absence of a client signature, the client's level of participation, agreement, refusal, or unavailability must be documented.
7. The client will receive a copy of the plan upon request, which include the following:
   a) Tentative discharge plan
   b) Indication whether the client is a Long-Term client or not
   c) Client's strengths
   d) Client's significant support persons
   e) Goals must be consistent with client's diagnosis and functional impairments
8. Contractor must ensure all information provided in the Client Plan is included in client's electronic health record.

Frequency/Timeliness of Client Plan:

1. Client Plans to be completed during client's first visit for on-going services following initial assessment, but in no case later than before the third visit following assessment. Crisis residential staff to complete document within 72 hours of client's admission.
2. Client Plans to be updated every 6 months for on-going mental health services. A Client Plan may be updated sooner as is appropriate per case situation.
3. Client Plans for consumers who receive only Medication Services are to be updated annually.
4. All updates to be completed during the 30-day window period prior to the Plan's expiration.
5. The plan's 6-month period starts on the date on-going services are first provided or the date subsequent plans are signed and dated.
6. End date is 6 months to the calendar day (i.e., if 1/12/14 is the start date then 7/11/14 is the end date). The subsequent plan must be signed and dated by

7/11/14 to avoid providing services without a plan in effect.

7. If the plan expires, any services provided after the expiration of the client plan and prior to the formulation and approval of a new and current client plan shall be disallowed.

VII. PROGRESS NOTES

County requires a progress note section in the client record and that a client record contain the following information:

A. Timely documentation of relevant aspects of client care.

B. Mental health staff/practitioners' documentation of client encounters, including relevant clinical decisions and interventions.

C. All entries must include the signatures of the person providing the service, professional degree or licensure or, job title.

D. All entries must include the date service(s) were provided.

E. Documents referrals to community resources and other agencies, when appropriate.

F. Documents for follow-up care or, as appropriate, a discharge summary.

G. Documentation of progress towards Client Plan goals.

H. Progress notes written by an unlicensed staff who does not meet minimum educational and experiential standards must be co-signed by an approved category of staff. The record and signature shall be legible. If the signature is not legible, the writer's name shall be printed legibly in proximity to the signature.

If Contractor uses an electronic signature, a copy of the policy and procedure must be submitted to the County, meet the minimum qualifications as set forth in state and federal regulations, and be reviewed and approved by County prior to acceptance. Electronic signatures may also be applied to the Daily Transactions to be certified by practitioners.

Frequency of Progress Notes:

A. Every planned or scheduled service contact:
   1. Mental Health Services
   2. Collateral Services
   3. Medication Support Services
   4. Crisis Intervention
   5. Case Management/Brokerage

B. Each shift:
   1. Crisis Residential
   2. Crisis Stabilization

C. Daily and weekly summary:
   1. Day Treatment Intensive

D. Weekly summary:
   1. Day Rehabilitation
   2. Adult Residential

E. Other:
   1. For Psychiatric Health Facility notes are due each shift
   2. All entries to the beneficiary record shall be legible.
   3. All entries in the beneficiary record shall include:

a) The date of service;
b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
c) The date the documentation was entered in the beneficiary record.

4. The Contractor shall have a written definition of what constitutes a long-term care beneficiary.

Timeliness of Progress Notes:

A. Progress Notes shall be written or dictated within 72 hours of the services provided and shall follow the protocol set forth in the current Clinical Documentation Guide.

B. Weekly Summaries shall be due by the following Friday for Day Rehabilitation, Day Treatment Intensive, and Adult Residential.

C. Shift Notes shall be due at the end of shift for Crisis Residential and Crisis Stabilization.

VIII. PROGRAM INTEGRITY

A. Compliance Program

The Contractor shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.

2. A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirement, and who reports directly to the CEO and the Board of Directors (BoD).

3. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.

4. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.

5. Effective lines of communication between the CO and the organization's employees.

6. Enforcement of standards through well-publicized disciplinary guidelines.

7. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a), (a)(1).)

B. **Fraud Reporting Requirements**

a. The Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the County about the following:

a. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)

b. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)

c. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)

d. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. §438.608(a), (a)(4).)

2. For the purposes of this section, prompt reporting means within 5 business days and to the PCBH Quality Management Unit via email to: PLUMASQICONCERNS@PCBH.SERVICES Please note that emails containing Personally Identifiable information (PII) including but not limited to Protected Health Information (PHI) must be sent using an encryption method in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and County policy and procedures.

3. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the County, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

4. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)

5. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

C. **Service Verification**

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).) Upon request, Contractor shall make this method and sample work available to the Director or his or her designee.

D. **Required Disclosures**

1. As delineated in Exhibit H of this Agreement, Contractor shall submit to the County, for the Contractor's organization, including its managing employees, agents, and

individual providers, information regarding:

a. 5% or more ownership interest;
b. persons convicted of crimes;
c. business transactions

2. The County will terminate the provider certification and Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider did not submit timely and accurate information and cooperate with any screening methods required in 42 CFR§455.416.

3. The County will deny or terminate provider certification Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

EXHIBIT D– TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

A. Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions.

B. In the event that Contractor provides specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligibles), Contractor shall comply with policy guidance issued by the California Department of Health Care Services and any other applicable regulations that govern the claiming and reimbursement of such services.

The County is relying upon these representations in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California and the County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.

D. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

E. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

B. Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum of 10 years from the term end date of the State contract under which this contract is funded or in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.

C. If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit C. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

D. All patient records shall be kept for whichever time period listed below is longer:

1. a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
2. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
3. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
4. until the patient's 28th birthday, if the patient was treated and discharged while they were a minor; or
5. if the patient was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.

E. In the event that Contractor ceases to provide the services required by this agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

F. Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for

inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

G. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this Agreement.

H. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

IV. REPORTS

A. Contractor shall submit to County the following listed reports when request to do so by the Behavioral Health Director. Contractor shall make further reports as may be reasonably requested by the Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All following reports must be submitted, within a reasonable time, when requested to do so by the Director.

B. **Practitioner Information Report:**

☐ NPI/License List

Practitioners must obtain a NPI prior to first day of service. A copy of current license and NPI provider registry date printout must be submitted to Plumas County Behavioral Health. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: https://npiregistry.cms.hhs.gov/.

☐ Practitioner ID Request Form

A complete Practitioner ID Request Form, which is available on the Plumas County website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: https://npiregistry.cms.hhs.gov/.

For staff to be classified as Mental Health Rehabilitation Specialist (MHRS), the Practitioner ID Request form must also be accompanied with a completed MHRS application.

The Practitioner ID Request form and accompanying documentation must be submitted to Plumas County Health and Human Services Agency for approval prior to first day of service. Submit these reports electronically via email to: PLUMASQICONCERNS@PCBH.SERVICES

C. **Program Report:**

Performance Outcome Measures (POM)
Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. Contractor shall make these data and reports available to the County.

Submit the Performance Outcome Measures electronically via email to PLUMASQICONCERNS@PCBH.SERVICES

D. **Expenditure Reports**

1. Contract Expenditures

a. Mid-Year: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31st.

b. End of Year: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31st.

Submit the Contract Expenditures reports electronically via email to cshannon@pcbh.services

E. **Fiscal Year Annual Reports**

1. Annual Training Report
This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff.
Due date: July 31, following the completion of a fiscal year

2. Aggregated Staff and Volunteer Ethnicity Survey
An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report
Due date: November 30, following the completion of a fiscal year

3. Equipment Report (See Section VII. OWNERSHIP OF EQUIPMENT, below)
Due date: July 31, following the completion of a fiscal year

4. Certified Mental Health Cost Report
Due date: October 31, following the completion of a fiscal year

5. Certified Audited Financial Reports
Due date: June 30, following the completion of next fiscal year, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health

All annual reports, with the exception of Certified Mental Health Cost Report and Certified Audited Financial Reports, shall be sent to:

Submit all annual reports electronically via email to:
cshnanon@pcbh.services

The Certified Mental Health Cost Report and Certified Audited Financial Reports shall be sent to:

Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971
Attn: Cost Report

V. AUDITS

A. Contractor shall allow the County, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for **10 years** from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).)

Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Any failure or refusal by Contractor to permit access to records by the County, California Department of HealthCare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the State Contracts, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

The Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

B. Should Contractor expend five hundred thousand dollars ($500,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

C. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of Section 5778(h), W&I Code shall apply.

County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to Section 5778(g), W&I Code, against any funds held by the County on behalf of the Contractor.

VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.

E. Contractor shall implement practices and protocols that are inclusive and responsive to

the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

F. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to http://minorityhealth.hhs.gov (US Department of Health and Human Services Office of Minority Health).

G. Language Access and Translation Requirements

1. "Threshold Language" pursuant to the Dymally-Alatorre Bilingual Services Act and "Prevalent Language" pursuant to State contracts and 42 CFR. §438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in County's Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 CFR. §438.10(a); 9 CCR §1810.410(a)(3).)

2. Contractor shall comply with the linguistic requirements included herein.

a. The Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)

b. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential client or client at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)

c. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)

d. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (See 42 CFR § 438.10(d)(5)(i) & (iii); 9 CCR § 1810.410(e)(4).)

i. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.10(d)(2).)

ii. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 CFR § 438.10(d)(3).)

iii. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code

Regs., tit. 9, § 1810.410, subd. (e), para. (4).)

e. The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify clients that the service is available and how to access those services. (42 CFR. § 438.10(d).

VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to all equipment valued over five thousand dollars ($5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing clinical records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable.

IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal

Regulations Parts 160, 162, 164 and 205,and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 ("Part 2 Regulations").

B. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, Part 2 Regulations.

C. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

X. DISPUTES

Should a dispute arise between the Contractor and the County relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor's original written notice.

XI. APPLICABLE LAWS, REGULATIONS, ETC.

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in Plumas County Superior Court located in Quincy, California.

XII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

A. Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of

Regulations (CCR). Section 7285 et seq.).

XIII. ADMISSION POLICIES AND PATIENTS' RIGHTS

A. Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

B. Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.

C. Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in accordance with all applicable laws and regulations.

D. No provision of this Agreement shall be construed to replace or conflict with the duties of County patient's rights advocates described in Section 5520 of the California Welfare and Institutions Code.

XIV. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XV. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part.

XVI. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

XVII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State health care

program.

B. Contractor shall verify that each of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners from any Federal or State health care program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owner's exclusion or debarment from any Federal or State health care program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's providers, officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners regarding participation, exclusion or debarment of Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State health care program.

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State health care program.

F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

2. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and

d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

f) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the Director.

4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

XVIII. FALSE CLAIMS ACT

Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County's policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider's annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

XIX. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the

parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XX. AMENDMENT

Except as provided under paragraph IV, Terms and Conditions, in the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contracts.

XXI. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. COST SETTLEMENT

A. **If the Contractor provides mental health services as defined in CCR Title 9** (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

B. The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, and County Maximum Allowance (CMA) or approved Negotiated Rate. If actual cost is MORE than the CMA, the contractor will incur a loss, and if the CMA is LESS than the cost, then the amount of excess payment beyond cost must be returned to the County when cost settlement occurs.

C. In the event that Contractor's per unit rates in the Cost Report are less that the rates paid by County, County may cost settle with Contractor. In the event of cost settlement, the County shall invoice Contractor for repayment upon County's final review of the annual Cost Report. Contractor shall remit payment to County within 45 days of invoice, unless an alternate repayment agreement is structured in writing and approved by the Health and Human Services Agency Director.

D. Contractor will be subject to Federal, State, or local audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual State Department of Health Care Services/Federal Audit may not occur until five years after close of fiscal year and not be settled until all Audit appeals are completed/closed.

E. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.

F. Contractor shall provide the Certified Audited Financial Reports to the County as specified in Exhibit D, Section V.

G. This Cost Report is subject to examination and audit by Federal, State, or local government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.

H. County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.

I. Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.

J. County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate and the total compensation shall not exceed the maximum payable set forth Section III of this Agreement.

Item 4B5

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES
270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045

Director Tony Hobson, Ph.D.

DATE: January 18, 2022

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director

SUBJECT: Consent Agenda

RECOMMENDATION

It is respectfully requested that the Board of Supervisors consider applicant for Behavioral Health Commission.

Background and Discussion

Plumas County Behavioral Health is requesting Board of Supervisors appoint new applicant Kendrah Fredricksen to serve on the Plumas County Behavioral Health Commission.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971
Phone: (530) 283-6307 FAX: (530) 283-6045
Tony Hobson, Ph.D., Director

APPLICATION TO SERVE ON PLUMAS COUNTY BEHAVIORAL HEALTH BOARD

Name: Kendrah Fredricksen

Home Phone #: [redacted] Alternate Phone #: [redacted]

Home Address: [redacted] Quincy 95971
(Street) (City) (Zip)

Email Address: [redacted]

Why do you want to serve on the Behavioral Health Commission?

I served on the Commission for six-years, including as secretary/treasurer, and I feel that my knowledge and experience would be helpful. I am very concerned about the welfare of behavioral/mental health and SUD clients in Plumas County. I am willing to assist in outreach services and patient advocacy.

Summarize any applicable experience and/or knowledge of the current behavioral health system. (Work experience; personal life experiences; volunteer; and/or community service, etc. Please attach your resume):

6 years on PCBH Commission, Human Services training and experience, pastoral care training, family members and friends with severe mental illness diagnoses.

Category:

_____ Consumer (defined as a person who has received behavioral health services)
__X__ Family Member (defined as the parent, spouse, sibling, or adult child of a person receiving or has received behavioral health services)
_____ Public Interest (defined as a member of the general public and/or a professional in the field of behavioral health)
_____ Representative of the Alcohol and Drug Community
_____ Representative of the Transitional Age Youth Advisory Committee
_____ Education Field Representative
_____ Law Enforcement Representative
_____ Medical Field Representative

Ethnicity: ☒ Caucasian ☐ African American ☐ Hispanic ☐ Asian ☐ Native American ☐ Other

Occupation: Pastor F/T ☐ P/T ☒ Student ☐ Retired ☐

Age: [redacted]

ALL VOLUNTEERS WILL BE SUBJECTED TO A CRIMINAL BACKGROUND CHECK

Are you currently on any form of Probation or Parole? ☐ Yes ☒ No

Have you ever been convicted of a felony or misdemeanor? ☐ Yes ☒ No, If yes, please describe conditions:

Conflict of Interest: No Commission member or his/her spouse shall be a full-time or part-time county employee of a county mental health and substance use service, an employee of the State Department of Health Care Services, or an employee or, or a paid member of the governing body of, a mental health contract agency.

THE PURPOSE OF THE PLUMAS COUNTY BEHAVIORAL HEALTH COMMISSION

The purpose of the Commission is to review PCBH operations, community programs, department policies, and best practices for the provision of mental health (MH) and substance use disorder (SUD) services to Plumas County Medi-Cal beneficiaries, to advise the department on local MH and SUDS decision making, and to make recommendations to the Board of Supervisors.

The Plumas County Behavioral Health Commission (PCBHC) meets in public a minimum of 10 times per year, in person or virtually, depending on current, adopted public health restrictions. To facilitate participation and member retention, PCBH budgets and supports reimbursement to any commissioner who requires assistance with obtaining technology (loaned computer and monitor equipment may be available) and network connectivity to be able to review PCBHC business, including but not limited to: agendas, minutes, county and department policies, reports, plans, presentations, trainings, or any other business to be discussed, reviewed, or acted upon by the commission, which are electronically mailed to the commissioners, staff, and public stakeholders, per Brown Act requirements.

THE DUTIES OF THE BEHAVIORAL HEALTH COMMISSION

The duties of the Plumas County Behavioral Health Commission, as defined in the Welfare and Institutions Code and the Health and Safety Code, shall be: A. Duties Per WIC Section 5604.2(General Provisions) and Any Future Amendments thereto. These duties include:

- Review and evaluate the community's public mental/behavioral health needs, services, facilities, and special problems in any facility within Plumas County, including, but not limited to, schools, emergency departments, and psychiatric facilities.
- Review any county agreements entered into pursuant to Section 5650. PCBHC may make recommendations to the Plumas County Board of Supervisors regarding concerns identified within these agreements.
- Advise the Plumas County Board of Supervisors, and the Plumas County Behavioral Health director as to any aspect of the local mental/behavioral health program. PCBHC may request assistance from the local patients' rights advocates when reviewing and advising on mental/behavioral health evaluations or services provided in public facilities with limited access.
- Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Involvement shall include individuals with lived experience of mental/behavioral illness and their families, community members, advocacy organizations, and mental/behavioral health professionals. It shall also include other professionals that interact with

individuals living with mental/behavioral illnesses on a daily basis, such as education, emergency services, employment, health care, housing, law enforcement, local business owners, social services, seniors, transportation, and veterans.

- Submit an annual report to the Plumas County Board of Supervisors on the needs and performance of Plumas County's mental/behavioral health system.
- Review and make recommendations on applicants for the appointment of a Plumas County director of mental/behavioral health services. PCBHC shall be included in the selection process prior to the vote of the Plumas County Board of Supervisors.
- Review and comment on Plumas County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council.
- As part of its duties above, PCBHC shall assess the impact of the realignment of services from the state to the county, on services delivered to clients and on the local community. Revised:

Duties Per WIC Section 5848(b) (Oversight and Accountability, and Any Future Amendments thereto.

- PCBHC shall conduct a public hearing on the draft three-year program and expenditure plan and annual updates at the close of the 30-day comment period required by subdivision.
    - Each adopted three-year program and expenditure plan and update shall include any substantive written recommendations for revisions. The adopted three-year program and expenditure plan or update shall summarize and analyze the recommended revisions. PCBHC shall review the adopted plan or update and make recommendations to Plumas County Behavioral Health for revisions.

Duties Per HSC Section 11998.1(f) and Any Future Amendments thereto.

- Review the Plumas County Behavioral Health Department's Alcohol and Drug Five-Year Plan, including consultation as needed to comply with the legislative goals set forth in Health and Safety Code section 11998.1(f).

Number and Composition of Membership

- The PCBHC shall consist of eight (8) members.
    - One (1) member shall be a member of the Board of Supervisors, the governing body.
    - Fifty (50) percent or more of the members shall be consumers or family members who are or have received mental/behavioral Health services, as follows:
        - at least twenty (20) percent direct consumers;
        - at least twenty (20) percent family members,
        - and if not covered in these four, one (1) Alcohol and Drug Abuse representative.
    - Fifty (50) percent or less of membership shall be community members representing public interest in the behavioral health needs of Plumas County, especially recommended: persons in the professions of human services, education, law, criminal justice, fiscal management, treatment/recovery (e.g. AIDS treatment), students/parents, other private industry, organizations involved in drug/alcohol services, and organized labor (e.g. Employee Assistance Program representative).
    - Membership shall reflect the diversity and demographics of the county as a whole, to the extent feasible (WIC 5604.5(b)).
    - It is advisable, but not mandatory, that representatives of each major community of the county be selected.
    - All members shall be residents of Plumas County or be substantially employed in the county.
    - Except as provided in the following paragraph, a member of PCBHC or the member's spouse shall not be a full-time or part-time county employee of a county mental health service, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a mental health contract agency. A consumer of mental

health services who has obtained employment with an employer described in the previous paragraph and who holds a position in which the consumer does not have any interest, influence, or authority over any financial or contractual matter concerning the employer may be appointed to PCBHC. The member shall abstain from voting on any financial or contractual issue concerning the member's employer that may come before PCBHC. Members of PCBHC shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code. (WIC 5604(e).

Terms of Membership

- The term of each member (ending December 31st) shall be for three (3) years with approximately one-third of the members changing each year.
- No member shall serve more than two (2) consecutive three-year appointments with the exception that if a member has been appointed to a partial term, he/she may then be appointed by the Board of Supervisors to two full three-year terms.
- When a vacancy occurs, the new member appointed to fill the vacancy will only be appointed for the remainder of the un-expired term of the vacated position.
    - Extending new membership after partial-term is completed: only the Board of Supervisors has the authority to extend or re-appoint a Commissioner's term.
- When one year has elapsed following a former member's service on PCBHC, of whatever duration that service was, he/she again becomes eligible for appointment.

K Fredrickson — 12/1/2021

Applicant's Signature — Date

When complete, please return to:

MHSA Coordinator
Plumas County Behavioral Health
270 County Hospital rd. Suite 109
Quincy, CA 95971

Item 4C

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
(530) 283-6240

GRETCHEN STUHR
COUNTY COUNSEL
SARA G. JAMES
DEPUTY COUNTY COUNSEL
JOSHUA BRECHTEL
DEPUTY COUNTY COUNSEL
KRISTINA ROGERS
PARALEGAL

January 10, 2022

INTEROFFICE MEMORANDUM

TO: **Honorable Board of Supervisors, County of Plumas**

FROM: Gretchen Stuhr, *Plumas County Counsel*

SUBJECT: Approve and Authorize Chair to sign an Agreement between County of Plumas and California Office of Administrative Hearings

SUMMARY OF RECOMMENDATION:

That the Board of Supervisors consider and approve an Agreement between County of Plumas and California Office of Administrative Hearings.

BACKGROUND:

State and Local agencies throughout California can retain Administrative Law Judge services through the California Office of Administrative Hearings (OAH). OAH hearing and mediation services are available by contract to any county or local public entity (local agencies) pursuant to Government Code § 27727. OAH currently conducts a variety or proceedings for local agencies, including, but not limited to, personnel and disciplinary hearings, labor arbitration, and public permit citation and revocation appeals. Under the terms of our current MOUs with some of the local unions, appeals of grievances will be done through the California Office of Administrative Hearings. The total cost is not to exceed $48,000 over a term of five years.

ACTION:

It is respectfully recommended that the Board approve a Local Agency Agreement between County of Plumas and Office of Administrative Hearings.

END OF MEMORANDUM

STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

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

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2 The term of this Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount of this Agreement is: $ 48,000.00
Forty Eight Thousand Dollars and No Cents

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

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Terms and Conditions	1 pages
Exhibit D - Service Revolving Fund (SRF) Directive – Payment By Wire Transfer Form	2 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Phoenix Lawson, Staff Services Manager I

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

County of Plumas

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Engel, Chair, Plumas County Board of Supervisors

ADDRESS

Plumas County Courthouse, 520 Main Street, Room 309, Quincy, CA 95971

Approved as to form:

Gretchen Stuhr
Plumas County Counsel

EXHIBIT A

SCOPE OF WORK

1. Upon request of County of Plumas (hereinafter referred to as "Local Agency"), the Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) and case management staff to the Local Agency, for the purpose of managing cases and conducting hearings under Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

2. Project Representatives

   The project representatives during the term of this agreement will be:

   Office of Administrative Hearings
   Susan L. Formaker, Division Chief Presiding Administrative Law Judge
   Phone: 213-576-7200
   Email: Susan.Formaker@dgs.ca.gov

   Local Agency: County of Plumas
   Name: Gretchen Stuhr
   Title: County Counsel
   Phone: (530) 283-6240
   Email: gretchenstuhr@countyofplumas.com

   Direct all inquiries regarding this agreement to:

   Office of Administrative Hearings
   Tim Dean, Contract Analyst
   2349 Gateway Oaks Dr. Suite 200
   Sacramento, CA 95833

Phone: 916-263-0791

Email: tim.dean@dgs.ca.gov

Local Agency: County of Plumas

Attention: Gretchen Stuhr

Address: 520 Main Street, Room 302, Quincy, CA 95971

Phone: (530) 283-6240

Email: gretchenstuhr@countyofplumas.com

All invoices and billing shall be to directed to:

Local Agency: County of Plumas

Attention: Kristina Rogers

Address: 520 Main Street, Room 302, Quincy, CA 95971

Phone: (530) 283-6240

Email: kristinarogers@countyofplumas.com

The Project Representative and Agreement and Billing Representative may be changed through written confirmation to the other party. This change shall not require an amendment to this agreement. It may take up to two billing cycles for a change to the Local Agency Billing Contact to be in effect.

3. Services to be Performed:

    a. The Local Agency shall provide OAH a written request to set a matter for hearing or mediation with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing at the time the request for hearing or mediation is made. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided. The Local Agency shall indicate in the request to set a matter for hearing if OAH is to issue a proposed or final decision in the matter. If a proposed decision is required, Local Agency shall provide the name and contact information for the decision-maker who is responsible for making the final decision.

b. The Local Agency shall electronically file the request to set a matter for hearing and all other required pleadings and papers with OAH using the secure electronic filing system offered by OAH or otherwise in accordance with OAH requirements.

c. The Local Agency shall inform OAH if the hearing is to be electronically recorded or if a court reporter is required. If a court reporter is required, the Local Agency shall indicate at the time they request a hearing if they will be providing a court reporter or if OAH should provide one. Unless the Local Agency or OAH determines a court reporter is required by statute, ordinance, or regulation, the hearing will be electronically recorded by OAH.

d. OAH shall perform all case management and hearing services that OAH, in its sole discretion, deems necessary to the proper handling and adjudication of the case.

e. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required. Local Agency shall be responsible for the costs of accommodations or interpreters. If OAH incurs costs for providing reasonable accommodations, interpreter or translation services for any matter under this agreement, those costs shall be borne by the Local Agency.

f. Record Retention: OAH shall retain all records in accordance with its current record retention schedule. If the Local Agency requests OAH to issue a proposed decision, the exhibits will be returned to the Local Agency Project Representative along with the proposed decision at the conclusion of the matter, and the Local Agency shall be deemed the custodian of the administrative record.

4. Service Location: The services shall be performed at a location convenient for OAH and all parties. The Local Agency shall file a request for mediation or hearing directly with the local OAH office which is handling the matter.

5. Record of the Proceeding:

a. If a Court Reporter is not used, OAH shall be responsible for electronic recording of all hearings, and shall impose a recording fee not to exceed the amount set by the Department of General Services through the Price Book. The current Price

Book is located at: https://www.dgs.ca.gov/OFS/Price-Book. The electronic recording fee shall only be imposed following the actual recording of a proceeding and shall not be included as part of the filing fee.

b. If OAH provides a Court Reporter, the Local Agency is responsible for all costs associated with the Court Reporter, in accordance with the current contract rates. Current contract rates, including Court Reporter and transcription costs, can be found at: https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Find-Contract-Information-to-Obtain-OAH-Court-Reporter-Services.

c. OAH shall arrange for transcription of hearing recordings upon the request of any party to the proceeding or the Local Agency Project Representative and upon receipt of payment for transcription costs. OAH may use a vendor for transcription services.

d. OAH will charge a requesting party the actual cost of preparing the administrative record. If the requesting party has been declared in forma pauperis, or has received a waiver of court fees from a court of competent jurisdiction in a case arising out of the OAH matter, and is seeking judicial review of the case before OAH, the Local Agency shall pay the full costs for preparing the administrative record and/or transcript. OAH will notify the Local Agency of the associated costs prior to preparing such records.

e. OAH will not include within its administrative record any records or hearing exhibits the custody of which has been transferred to the Local Agency. OAH may prepare a clerk's record upon request and payment of associated fees in these circumstances.

6. Rates

a. In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the full cost of rendering such services at the rate established at the time the services are rendered. The Local Agency is responsible for the filing fee for each case filed, ALJ (including Presiding Administrative Law Judge, and Division Presiding Administrative Law Judge)

time billed at an hourly rate, an electronic recording fee if the proceedings are electronically recorded, the cost of all accommodation or interpreter services requested, and the full cost of any preparation of the clerk's record or transcript at the current contract rates.

b. In the event a calendared case is taken off-calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for work on another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off-calendar, settled, re-calendared or continued.

c. The costs of OAH's services include filing fees, ALJ hourly rates, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the requesting party or the Local Agency in accordance with Section 5 above. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. The current contract rates for these services can be found on OAH's website.

d. The Local Agency agrees to be responsible for the full costs of any service provided by OAH on a Local Agency case, regardless of any agreement the Local Agency may have with a third party or any other cost-sharing provision.

7. The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract. This contract may only be amended for term and amount upon mutual agreement of the parties.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. The Office of Administrative Hearings is a reimbursable entity as detailed in Government Code section 11370.4. Notwithstanding any other provision of law, the total cost of services provided by the OAH shall be collected from the Local Agency entering into this agreement.

2. Parties shall keep apprised of the balance of this agreement at all times. Local Agency agrees to notify OAH when the expended amount is close to exhausting the funds in this agreement.

3. For services rendered in accordance with the Scope of Work, the Local Agency shall compensate the OAH for the full cost of services and actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges shall include the following: filing fees, electronic recording fees, Administrative Law Judge hourly charges, and translator/interpreter fees as required. Additionally, all costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency.

4. Invoices shall be paid promptly and delays in payment may result in OAH's discontinuation of services.

5. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct these hearings will be paid out of the contract funds by the

Local Agency at the prevailing ALJ hourly rate. The Price Book is available at http://www.dgs.ca.gov/ofs/Pricebook.aspx

6. OAH shall be paid not more frequently than monthly, in arrears, upon issuance of an invoice by the Department of General Services which details charges, expenses, direct and indirect costs.

7. Payment may be completed through direct transfer, in accordance with Service Revolving Fund Directive, SRF #1025, attached hereto as Exhibit D. For questions about establishing a wire transfer process with OAH/DGS, the Local Agency shall contact DGS at SRFFISCALSERVICES@dgs.ca.gov or the OAH Project Representative.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties.

2. AMENDMENT: Except as noted in Exhibit A, Paragraph 2, no amendment or variation of the terms of this Agreement shall be valid, unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. CANCELLATION/TERMINATION:

A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

4. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

5. SETTLEMENT OF DISPUTES: In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH may meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

EXHIBIT D

Service Revolving Fund (SRF) Directive – Payment By Wire Transfer Form

SERVICE REVOLVING FUND (SRF) DIRECTIVE

Number:	Subject:	Date Issued:
SRF # 1025	**PAYMENT BY WIRE TRANSFER**	**REV 10/2018**
References: SAM Section 8091		

PURPOSE

To outline the process for a private company to set up wire transfer documents with their banking institution in making payments to the State of California, Department of General Services (DGS).

PROCEDURES

The following instructions are for the private company and their banking institution, the DGS Office contact person, and the DGS SRF Receivables Analyst in requesting and processing wire transfers:

A. APPROVAL REQUESTED TO TRANSFER FUNDS INTO DGS ACCOUNT

Either the private company or the DGS Office is to contact SRF Receivable Analyst by E-mail at SRFFISCALSERVICES@dgs.ca.gov to obtain **approval to wire transfer funds into the DGS Account**. The following information is needed along with any pertinent data that would help identify the nature of the payment:

1. Company Name
2. Company Representative (name, phone, e-mail and fax number)
3. DGS Office contact person name
4. Escrow Account Number
5. Reason for payment
6. Amount

If you have any questions regarding the wire transfer process, please contact SRF Receivables Analyst by E-mailing to SRFFISCALSERVICES@dgs.ca.gov or by phone at 916-376-5182.

B. WIRE TRANSFER PROCESS

1) PRIVATE COMPANY & BANKING INSTITUTION

Provide your banking institution with the following information to set up wire transfer payments to DGS (banking customer is responsible for the payment of any processing fee):

ABA Routing Number: 026009593
Account Number: 14360-80784

Department of General Services
OFS - SRF Fiscal Services
707 Third Street, 10th Floor
West Sacramento, CA 95605

2) DGS OFFICE CONTACT PERSON

Provide DGS OFS 2028 Report of Check/Cash Collection to the SRF Receivable Analyst as soon as you know that a wire transfer payment is in process. This will ensure the money is recorded properly in the Financial Information System for California (FI$Cal) Accounts Receivable Module.

3) DGS SRF RECEIVABLES ANLYST

Once the wire transfer has been made, SRF Receivable Analyst will run the State Treasury Bank of America Report and apply the transfer using the Report of Check/Cash Collection or the E-mail from the private company or the DGS Office to record the transfer of funds in FI$Cal.

Item 4D

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971

JD Moore
Interim Director

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

DATE: **January 18, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Interim Director

SUBJECT: Authorize the Department of Facility Services to waive the rental fee for Irene Scott/High Sierra Dancing Witches for dance rehearsal at the Quincy Veterans Hall.

Recommendation

Authorize the Department of Facility Services to waive the rental fee for Irene Scott/High Sierra Dancing Witches for dance rehearsal.

Background and Discussion

Irene Scott/High Sierra Dancing Witches has requested to waive the rental fee ($15 per hour) for dance rehearsal every Tuesday from 5:30-6:30 pm beginning January 11, 2022 through March 15, 2022. High Sierra Dancing Witches is a local, non-profit group of adults that dance for the social aspects, exercise, and performance opportunities within the community. They are rehearsing in preparation for Quincy Star Follies, which is presented each year as a fund raiser for the Feather River College Foundation. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

January 6, 2022

Department of Facility Services & Airports
Rob McAdams, Fiscal Officer
198 Andy's Way
Quincy, CA 95971

Dear Mr. McAdams:

I appreciated the time you provided me yesterday along with all the information you gave me regarding the use of the Veteran's Hall here in Quincy.

I am acting on behalf of the dance troupe known as the "High Sierra Dancing Witches", a group that was formed in 2018 by Greenville resident and business owner, Marjorie Meeker.

Our purpose is to dance fancifully and with humor dressed up as witches, to amuse and inspire others to dance, too. We do not practice or endorse witchcraft, Wiccan or any other black magic. We have performed several times for the community as part of the Christmas, Halloween and parade activities in Quincy and in Greenville. We were preparing for Quincy Star Follies in early 2020 when Covid shut down all public events.

We are a non-profit, non-denominational and open group of adults (usually 10-15 women) that dance for the social aspects, the exercise element and performing opportunities within the local area.

The use of the Veteran's Hall would allow us enough space to rehearse for the upcoming Star Follies scheduled in March. Our practice schedule is typically every Tuesday for one hour, 5:30-6:30 pm. We are requesting the use of the facilities for ten consecutive Tuesdays beginning January 11, 2022 and ending March 15, 2022. However, we are certainly flexible so as to allow scheduling convenience for other users of the hall.

As you are aware, Quincy Star Follies, is presented each year as a fund-raiser for the Feather River College Foundation. The Foundation was set up to assist with funding for student housing, community host programs, faculty and staff mini-grants as well as scholarships.

At this time, your consideration of waving the hourly fee for the use of the Veterans Hall for the High Sierra Dancing Witches would be greatly appreciated. The request is based on the fact that we are a non-profit organization preparing to perform for the benefit of a non-profit organization and hopefully, entertain those that participate or attend the Follie's performance.

Your consideration of this matter is greatly appreciated! On behalf of the High Sierra Dancing Witches, I thank you kindly for your attention.

Sincerely,

Irene Scott
12 Dogwood Ct.
Quincy, CA 95971
530-283-4139

ENC

Item 4E

204 Fairgrounds Road, Quincy, CA 95971 530-283-6272 Fax: 530-283-6431
johnsteffanic@countyofplumas.com www.plumas-sierracountyfair.net

MEMORANDUM

DATE: January 5, 2022

TO: The Honorable Board of Supervisors

FROM: John Steffanic, Fair & Event Center Manager

SUBJECT: Board Agenda Requests

It is recommended that the Board:

1. To approve and ratify contracts for Herc Rentals, Inc. and Wilburn Construction for services provided during fire camp.

Discussion

The contract for Wilburn Construction was for rehabilitation of the Horse Arena from use during fire camp. It was needed to have the FRC Rodeo the following week.

The Herc Rentals, Inc. contract was for equipment rental to replace street lights along the horse stalls that had been broken for 15 years.

Funds to pay both contracts have been paid through reimbursement from fire camp.

Thank you for your consideration,

John Steffanic
Fair & Event Center Manager

Repair 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 Fairgrounds department (hereinafter referred to as "County"), and Herc Rentals, Inc., a Delaware 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 Exhibit A, 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 Five thousand and 00/100 ($5,000.00) (hereinafter 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 term of this agreement shall be from November 15, 2021, through November 22, 2021. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Herc Rentals, Inc. from November 15, 2021 to the 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:

County of Plumas
204 Fairgrounds Rd.
Quincy, CA 95971
Attention: John Steffanic

Contractor:

Herc Rentals
1610 Kleppe Lane
Sparks, NV 89431
Attention: Griffin Wood

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.

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

CONTRACTOR:

Herc Rentals, Inc.

By:_____
Name: Lawrence H. Silber
Title: CEO

By:_____
Name: S. Wade Sheek
Title: Secretary

COUNTY:

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

By:_____
Kevin Goss, Chair
Board of Supervisors
Date signed:_____

ATTEST:

By:_____
Heidi White,
Clerk of the Board of Supervisors

Approved as to form:

_____ 1/4/2022
Sara James
Deputy County Counsel II

EXHIBIT A

Scope of Work

1. Provide rental equipment as needed by the fair, including taxes and emission fees.

EXHIBIT B

Fee Schedule

1. **For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:**

   a. Hourly rate not to exceed One Hundred Ten Dollars and 00/100 ($110.00)

2. **Invoice(s) Shall:**

   a) **Include backup documentation to support the invoice**

   b) **Bear the contractors name, exactly as shown on the agreement.**

   c) **Bear the Contractor Agreement Number**

   d) **Identify the expense, billing and/or performance period covered on invoice**

   e) **Invoice(s) must be signed by authorized personnel.**

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY CONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY FAIR MANAGER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

Construction Agreement
SC-005-22

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas Sierra County Fair** (hereinafter referred to as "County"), and **Wilburn Construction, Inc.**, a California 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 Exhibit A, 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 Nine Thousand Dollars and 00/100 ($9000.00) (hereinafter 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 term of this agreement shall be from October 6, 2021, through October 8, 2021. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Wilburn Construction, Inc. from October 6, 2021 to the 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 coverage at least as broad as the current Insurance Services Office (ISO) policy form #CG 00-01 (and professional liability, if applicable to the services provided), 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 and hired 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 and hired automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents, and the State of California, California Fair Services Authority, the District Agricultural Association, Plumas/Sierra County Fair, Lessor/sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California and State Fair, and their officers, directors, employees, representatives and agents (collectively, for the purpose of this section 9, the "County Parties") 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 Parties, as the additional insureds; 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 Parties, including defense costs and damages; and

iv. Nothing herein shall be construed as limiting the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the County from taking other actions available to it under this Agreement or by law, including but not limited to actions pursuant to Contractor's indemnity obligations; and

v. Contractor's policy shall be primary insurance as respects the County Parties. Any insurance policies or self-insurance coverage maintained by the County Parties shall be secondary and in excess of the Contractor's insurance and shall not contribute with it, and Contractor's 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 Parties before the County Parties own insurance policies or self-insurance shall be called upon to protect them as additional named insureds, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law. If the Contractor is exempt, they will complete the Worker's Compensation Exempt Statement, attached hereto and incorporated herein as Exhibit C.

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. In particular, Contractor represents that it holds a current and active license as a Class A & B contractor, issued by the State of California, No. 760263.

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:

Plumas Sierra County Fair
County of Plumas
204 Fairground Road
Quincy, CA 95971
Attention: John Steffanic

Contractor:

37. Wilburn Construction, Inc.
P.O. Box 3908
Quincy, CA 95971
Attention: Brent Dingel

38. 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.

39. 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.

40. 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.

41. 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.

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

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

CONTRACTOR:

Wilburn Construction, Inc., a California corporation

By:_____
Name: Brent Wade Dingel
Title: CEO
Date signed:

By:_____
Name: Timothy Mannies
Title: Secretary
Date signed:

COUNTY:

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

By:_____
Kevin Goss, Chair
Board of Supervisors
Date signed:_____

ATTEST:

By:_____
Heidi White,
Clerk of the Board of Supervisors

Approved as to form:

Sara James 1/4/2022
Deputy County Counsel II

EXHIBIT A

Scope of Work

1. To provide excavation services and assist in repairing underground utilities as needed by fairgrounds
2. Provide and pay for all labor, materials, taxes and insurance
3. All work will comply with all applicable state and federal laws and regulations

EXHIBIT B

Fee Schedule

1. Contractor will bill for work done in the form of an hourly rate not to exceed $150. Contractor shall also invoice fairgrounds for any parts required to complete repairs.

2. 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.

3. **Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.**

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. **Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County. **

8. 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.

EXHIBIT C

WORKERS' COMPENSATION EXEMPT STATEMENT

I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR AND HAVE NO PAID OR VOLUNTEER EMPLOYEES AND THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN ITEM I.A.3 #c. WORKERS' COMPENSATION (CALIFORNIA FAIR SERVICES AUTHORITY INSURANCE REQUIREMENTS DATED 8/19), DOES NOT APPLY TO ME.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF CFSA AND THE PLUMAS SIERRA COUNTY FAIR AND DOES NOT ALTER THE WORKERS' COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING EMPLOYEES.

_____

Signature of Contractor

_____

Date signed

INSURANCE REQUIREMENTS

I. Evidence of Cove rage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. Genera l Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence

shall be maintained for contracts involving medical services.
e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
• For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
• For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured : The contractor/renter must be specifically listed as the Insured.
OR
B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.
OR
C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).
OR
D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions
1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA). Revised August 29, 2019 S:\Safety\CFSA Insurance Requirements\Insurance Requirements 8-30-19.docx

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information

Item 4F

PCPHA
PLUMAS COUNTY PUBLIC HEALTH AGENCY

Growing Healthy Communities

AGENDA REQUEST
For the January 18, 2022 meeting of the Plumas County Board of Supervisors

January 10, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and direct the Chair to sign a contract with Smile Business Products in the amount of $3,000.00 retroactive to May 26, 2021, to provide copy machine maintenance services for Public Health. Approved as to form by County Counsel.

Background:
The Department currently utilizes copy machines to provide copying and scanning for various documents used by the Department. This contract provides for maintenance and services of said copy machines.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Fiscal Impact:
There is no fiscal impact to the General Fund as this contract is fully funded through various programs in Public Health.

Recommendation:
The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract with Smile Business Products in the amount of $3,000.00 retroactive to May 26, 2021.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Health Agency, (hereinafter referred to as "County"), and Smile Business Products, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Thousand Dollars and No/100 ($3000.00).

3. Term. This Agreement shall take effect May 26, 2021 through December 1, 2023 at which time it will be automatically renewed on an annual basis. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Contractor to date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this Agreement by giving the other party (30) days written notice of termination. Upon termination, County shall pay to Contractor a prorated portion of the quarterly rate listed in Exhibit B.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non- exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the 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 Contractors to comply with all indemnification and insurance requirements of this agreement and Contractor shall verify Contractor'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. 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.

12. Assignment. Contractor may not assign, subcontract, sublet or transfer its interest in this Agreement without the 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 and venue for any dispute shall lie in Plumas County, California.

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:	Contractor:
County of Plumas Public Health Agency	Smile Business Products Inc.
County Hospital Road, Suite 206	4525 Auburn Blvd
Quincy, California 95971	Sacramento, California 95841
Attention: Rosie Olney	Attn: Kimberly Bragado, GEM Billing Lead

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

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

CONTRACTOR:
Smile Business Products Inc., a California Corporation

JM E Reeves — JAN 6 2022
Joseph Reeves, CEO/CFO — Date

COUNTY OF PLUMAS:
Approved as to form:

1/3/2022
Joshua Brechtel
Deputy County Counsel I

Public Health Agency

1/07/2022
Dana Loomis, Director — Date

Board of Supervisors

Jeff Engel, Chair — Date

ATTEST:

Heidi Putnam, Clerk of the Board — Date

EXHIBIT A – SCOPE OF WORK

1. Contractor shall provide maintenance services for 1-MX-623N, 1-MX-3507N, 1-MX-6070N copy machines, and related parts and equipment (the "Covered Equipment").

2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include inspection, adjustment, parts and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment, and developer. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.

3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.

4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside of normal business hours may be provided at rates mutually agreed upon by Contractor and the County.

5. Contractor will respond to service calls from the County within two (2) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.

6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B – FEE SCHEDULE

1. County shall pay a flat fee of $305.00 every quarter for up to 61,000 black & white images per quarter on the equipment covered by this Agreement.

2. County shall pay an additional $0.005 for every black & white image made in excess of 61,000 per quarter, to be added to the quarterly invoice.

3. County shall pay an additional $0.06 for every color image made, to be added to the quarterly invoice.

4. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.

5. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.

6. Late fees of 1.5% monthly (or 18% on an annual basis) may apply at Contractor's discretion, to payments that are more than 30 days past due.

7. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.

8. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.

Item 4G

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

Memorandum

DATE: **January 3, 2022**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Todd Johns** CAO FOR IAI

RE: **Agenda Items for the meeting of January 18, 2022**

It is recommended that the Board:

Approve and sign contract #PCSO 21-668 between the Plumas County Sheriff's Office (PCSO) and Kinne Marriage and Family Therapy (Rethink Industries) in the amount off $22,202.00.

Background and Discussion:

This contract is paid with CESF Grant monies.
The term of this contract is 01/01/2022– 12/31/22.
This purpose of this agreement with Kinne Marriage and Family Services are providing individual therapy, Substance use Disorder and DUI classes both during incarceration and after release.

Agreement has been approved as to form by County Counsel

Copy of contract is on file with the Clerk of the Board.

PCSO 21-668

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 Kinne Marriage and Family Therapy, Inc., a California Corporation dba Rethink industries (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Two Thousand, Two Hundred and Two Dollars and Fifty cents ($21,202.50).

3. Term. The term of this agreement shall be from December 31, 2021 through January 1, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 31, 2021 to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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 Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Todd Johns

Contractor:

Rethink Industries LLC
65 Main Street
Quincy, Ca, 95971
Attention: Jennifer Ortega

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.

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

CONTRACTOR:

Allison Kinne

By:_____
Name: Allison Kinne
Title: CEO/ President
Date signed:

By:_____
Name: Jennifer Ortega
Title: COO/ Secretary
Date Signed:

COUNTY:

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

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

ATTEST

By:_____
Name: Heidi White
Title: Clerk of the Board of Supervisor
Date signed:

Approved as to form:

_____ 1/3/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

See attached

EXIBIT B

Fee Schedule

See attached

RethinkIndustries

December 17, 2021

Our purpose is to expand operations of the Plumas County Release Program. This project incorporates the principles of restorative justice, trauma-informed care, and recidivism reduction, while providing early identification. Project components include Telehealth, in-office, and in-jail mental health and therapy services, alcohol and drug treatment, life education skills education, and support through an array of individual and group options. This will be an ongoing process until December 31, 2022.

Grant Total:	**$21, 202.50**
Material Total Harm Reduction/Relapse Prevention: $6.95 per workbook(50) SUD Education: $25 per packet(50) DBT WorkBook: $25 per packet(50)	**$347.50** **$1250.00** **$1250.00**
Billing/Program Development	**$1,000.00**
DUI Participant Fees 3 Month Program:$700.00(10) **Fines and Additional Fees** Missed appt fee: $25 Leave of Absence: $40 Reinstatement: $50 Transfer Fee: $70	**$8,000.00**

Rethink Industries
65 Main St
Quincy, CA 95971
Phone: 530.283.2465 Fax: 530.410.0010

Program Groups Harm Reduction/Relapse Prevention-John Hamner CADC I Conflict Resolution-John Hamner CADC I SUD Education-John Hamner CADC I Dialectical Behavior Therapy (DBT)-Allison Kinne LMFT, CADC II	$125.00 per hour (John Hamner CADC I) *All Groups: $4,250.00* $165.00 per hour (Allison Kinne LMFT, CADC II) *DBT Group: $1980.00* ***Group Total: $6,230.00***
Individual Sessions; BrainSpotting-John Hamner CADC I (Overhead/Wages)	Rate: $125.00 per hour x 5 participants @ 5 sessions per participant. ***BSP Total = $3,125.00***

The following processing groups will be held spanning 12 weeks each over a one year period:

- DBT-Dialectical Behavior Therapy; an evidence-based psychotherapy that can be useful in treating mood disorders, suicidal ideation, and for change in behavioral patterns such as self-harm and substance use.
- Relapse Prevention; address primary vs. secondary emotions and behaviors associated with them. The main tools of relapse prevention are cognitive therapy and mind-body relaxation, which are used to develop healthy coping skills.
- Conflict Resolution; address primary vs. secondary emotions and behaviors associated with them. Goals are to be more thoughtful about reactions to conflict, and demonstrate a strengthened impulse control when faced with conflict.

The following processing group will be held spanning 10 weeks each over a one year period:

- SUD Education; an educational course about the mental/emotional, physical and behavioral interfacings associated with substance abuse. This course covers the characteristics and effects of a variety of substances, will provide tools to address addictive thinking, and will include assessment and examination of dependency and abuse history.

Rethink Industries
65 Main St
Quincy, CA 95971
Phone: 530.283.2465 Fax: 530.410.0010

Item 5

Pioneer RV Park

January 6, 2022

To: Honorable Board of Supervisors
Cc: Tracey Ferguson

Re: Waiving Campground Permit of $799

My name is Dave Aguilar, owner of Pioneer RV Park in Quincy, CA. The state HCD governs all RV parks in California, so our permit is with the state. In 1990, Plumas County built this RV park and owned it for several years, so all permits should have been obtained at that time by the county. My guess is that no RV parks in Plumas county have this campground permit, as I have called several other owners and they have never heard of it. I spoke with Gary Wright at HCD and he was surprised at this.

I am adding 3 sites to my park. I sent Tim Evans the plans on January 4, 2022. My hope is that you can waive the $799 campground permit fee. I just bought Pioneer RV Park in January of 2020 and it has had several owners and modifications. The pandemic and the fires have been very difficult on our business, and we are hurting like everyone else. It seems a bit ridiculous to have to pay an old fee that just appears now out of nowhere that nobody has ever heard of.

We are trying to maximize our park as we pivot less from tourism and more towards making space for long term residents. Right now we have many fire victims who need a place to live as they figure out their future, as well as college students and temporary workers for the rebuilding process. We are very important to this town, so please do what you can so we can expand to accommodate more people.

Thank you for your time,
Dave Aguilar

Dave Aguilar 1-6-22

619-443-3663

INVOICE FOR

PERMIT TO OPERATE

State of California

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

DIVISION OF CODES AND STANDARDS

Park ID No.
32-0180-MP

Inc or Unc	Mobilehome Lots With Drains	Recreational Vehicle Lots With Drains	Lots Without Drains	Total Lots
0	1	62	0	63

ANNUAL EXP DATE: NOV 30, 2021

Amount Due: $328.00

OWNER / OPERATOR
AGUILAR FAMILY TRUST 1999
PO BOX 3676
QUINCY, CA 95971

PARK NAME & ADDRESS
PIONEER RV PARK
1326 PIONEER RD
QUINCY, CA 95971

2021 Park Permit Fees

MPM Lot Fee	$4.00
Permit Fee	$25.00
RV Lot Fee	$124.00
State Fee	$175.00
Subtotal :	**$328.00**
Less Payment Received :	**$0.00**
Total:	**$328.00**

Amount Due on or before annual expiration date of	December 29, 2021	**$328.00**
If Postmarked on or before	January 28, 2022	**$361.00**
Amount Due on or before	January 29, 2022	**$656.00**

Your invoice and/or payment and documents must be postmarked on or before the annual expiration date to avoid late fees and penalties

PAYMENT OPTIONS:

Check: Please make the check payable to "HCD" and notate the Park ID number on the memo line. Submit payment, fire hydrant test reports and certification (when required) or other renewal documentation to the address below.

Credit Card: Submit a payment through HCD's website at www.hcd.ca.gov (Locate the "Online Services" tab and "Pay Fees - Submit a Payment" service. You will need your document tracking number (DTN) located below the barcode). Please mail the fire hydrant test reports and certification (when required) or other renewal documentation to the address below.

All items must be submitted prior to the issuance of your permit to operate. Invoices returned to the Department 30 days after the expiration date shall be subject to a penalty fee equal of 10 percent of the established fee. The penalty fee for submitting an invoice 60 or more days after the expiration date shall equal 100 percent of the established permit fee.

Note: The Mobilehome Residency Law (MRL), commencing with Section 798 of the Civil Code, and the Recreational Vehicle Park Occupancy Law, commencing with Section 799.20 of the Civil Code, is applicable to all manufactured home lots and recreational vehicle lots, respectively.

* Beginning January 1, 2019, the Department will collect a $10.00 fee for each permitted mobilehome lot within each mobilehome park. This fee is collected to administer the Mobilehome Residency Law Protection Act (Act). The Act establishes a program to create a link between mobile/manufactured home owners and legal representation for MRL disputes. Beginning July 1, 2020, the Department will provide assistance by taking MRL complaints and will coordinate the resolution of the most severe alleged violations of the MRL received. For questions regarding this fee or the Act, please contact MRLComplaint@hcd.ca.gov or call 1-800-952-8356.

HCD released information bulletin number 2018-03 to provide a detailed description of the Act. To comply with the requirements of H&SC Section 18804(c), a park owner/operator may issue, with each applicable resident billing notice, a copy of or a link to information bulletin 2018-03.

Please notify the Department of changes to your contact information using the following address or phone number.

To ensure proper credit, please return this invoice with your payment, and include the Park ID number on check.

12402991

HCD-MP 503 (Rev. 03/2013)

Pacific Gas and Electric Company

Date – 12/07/2021

Customer name – David Aguilar
Address - **1326 PIONEER RD, QUINCY CA 95971**

Customer,

This letter is in regards to your request for information at the above given location. **We may utilize/extend our electric distribution facilities to and within this development in accordance with our Electric Rules 15 & 16 in effect at the time service is requested.** These rules are on file with the California Public Utilities Commission and are available through this office upon request.

For more specific information pertaining to the establishment of service at the aforementioned location, please submit an application for service. You can do so by clicking on the following link to PG&E Customer Connections

Thank you in advance for the opportunity to serve you. We appreciate your business.

Sincerely,

Johnny Helton | PG&E Express Connect | (209) 471-0751
3136 Boeing Way, Stockton, CA 93720 | jq3n@pge.com
Electric & Gas Service Requirements (Greenbook)

AMERICAN VALLEY COMMUNITY SERVICES DISTRICT

900 Spanish Creek Road, Quincy, CA 95971 • (530) 283-0836 • Fax 283-0838

December 8, 2021

Re: Pioneer RV Park – 1326 Pioneer Road Quincy, CA. 95971

To Whom It May Concern,

American Valley Community Services District provides water and sewer services to the above mentioned property. We do not issue will-serve letters. However, upon receipt of the application and payment for connection fees, we will issue a connection permit.

If you have any further questions, please do not hesitate to contact me

Sincerely,

Katie Nunn
Business Manager

AMERICAN VALLEY COMMUNITY SERVICES DISTRICT

American Valley Community Services District
General Manager, Jim Doohan
900 Spanish Creek Road
Quincy, CA. 95971

Phone: (530) 283-0836
Fax: (530) 283-0838
www.americanvalleycsd.com

CONNECTION APPLICATION

PROPERTY OWNER'S NAME: David Aguilar
PHYSICAL ADDRESS: 1326 Pioneer rd. Quincy CA 95971 APN: 116-010-023-000
MAILING ADDRESS: 9741 Valley Ranch rd
CITY: El Cajon STATE: CA ZIP: 92021
PHONE NUMBER: 619-443-3663

DETAILED FLOOR & PLOT PLANS MUST BE ATTACHED: [ ]

PROPOSED SERVICES: RESIDENTIAL [ ] COMMERCIAL/OTHER [✓]

☐BRIEFLY DESCRIBE THE PROPOSED FACILITY/MODIFICATION:
Adding (3) Full hookup sites to RV Park

WATER [✓] FIRE PROTECTION [✓] WATER METER SIZE:_____

ARE THERE EXISTING WATER SERVICES? YES [✓] NO [ ]
EXISTING WATER SUPPLY FIXTURE UNITS (WSFUs):_____ PLUS PROPOSED WSFUs:_____
ARE THERE ANY NON-DISTRICT, UNREGULATED WATER SOURCES (e.g. WELLS, SPRINGS)? YES [ ] NO [✓]

SEWER [✓]
EXISTING DRAINAGE FIXTURE UNITS (DFUs):_____ PLUS PROPOSED DFUs:_____
ARE THERE EXISTING WASTEWATER SERVICES? YES [✓] NO [ ]
ORIGINALLY ASSESSED (PURCHASED) DUEs:_____ ADDITIONAL DUEs REQUIRED:_____

I have received, read, and understand the material provided in the New Connection Packet; I understand that the fees to connect to the water and/or wastewater systems are based upon the information that I have provided; and, I, the undersigned, declare that the above information is accurate and complete under penalty of perjury under the State of California. ***This application does not guarantee services. Services are guaranteed when a Preliminary Connection Permit is issued.***

Property Owner Signature _____ Date _____

AVCSD Connection Fees Paid: Amount $_____ Check No._____ Cash___

Revised: 12/7/2021

F: Masters/Connections

AMERICAN VALLEY COMMUNITY SERVICES DISTRICT
PLUMBING FIXTURE TABULATION-COMMERCIAL FY 2021-2022

APPLICANT : Pioneer RV Park
JOB ADDRESS: 1326 Pioneer Road **APN: 116-010-023** **DATE: 12/07/2021**

		SEWER		WATER	
TYPE OF FIXTURE	**NUMBER OF FIXTURES**	**DRAINAGE FIXTURE UNIT (DFU) VALUE 21 DFUs=1 DUE**	**TOTAL DRAINAGE FIXTURE UNITS**	**WATER SUPPLY FIXTURE UNIT (WSFU) VALUE 25 WSFUs=1 DUE**	**TOTAL WATER SUPPLY FIXTURE UNITS**
Commercial					
Water Closet (Toilet)	3	4	12	2.5	7.5
Lavatory (Bathroom Sink)	3	1	3	1	3
Washing Machine	0	3	0	4	0
Bath with Shower	3	2	6	4	12
Bar Sink	0	2	0	2	0
Floor Drain 2"	0	2	0	N/A	
Service Sink		3		3	
Special Purpose Sink 2"		4		N/A	
Sink w/Food Waste	3	3	9	1.5	4.5
Food Waste Grinder		3		N/A	
Lawn Sprinkler System				2.5	
Dishwasher	0	2	0	1.5	0
Hose Bib	1		0	2.5	2.5
Additional Hose Bib	0			1	0
DFU/WSFU TOTAL			30		29.5

WEST Water Buy-In: $149.14 per WSFU= _____ units x $149.14
EAST Water Buy-In: $ 156.06 per WSFU= 29.5 units x $156.06
WEST Sewer Collection Buy-In: $121.54 per DFU= _____ units x $121.54
EAST Sewer Collection Buy-In: $73.63 per DFU= 30 units x $73.63
WEST Sewer Treatment Buy-In: $85.07 per DFU= 30 units x $85.07
WEST Application Fee WWT $100.00 Collection $50.00
WEST Application Fee Water $150.00
EAST Application Fee: $50.00
Construction Deposit
Construction Deposit
Water $3,000.00
Wastewater $3,000.00

Subtotal		
Subtotal	$	4,603.77
Subtotal		
Subtotal	$	2,208.90
Subtotal	$	2,552.10
Subtotal		$0.00
Subtotal		$0.00
Subtotal	$	_____
Subtotal		$0.00
Subtotal		$0.00
TOTAL DUE		**$9,364.77**

Calculations are based on Resolution & Uniform Plumbing Code. Application fees are due and payable upon receipt of application.

Health x _____
A signature here confirms the proposed construction is consistent with local health requirements Title

_____
Print name Phone # Date

Upon completion, does your agency want to review the project/site prior to HCD finalizing the permit(s)?

Yes____ No_____If yes, this form will be re-circulated prior to the final for your signature below.

Final approval signature_____Date_____

Public Works x _____
A signature here confirms the proposed construction is consistent with local public works requirements Title

_____
Print name Phone # Date

Upon completion, does your agency want to review the project/site prior to HCD finalizing the permit(s)?

Yes____ No_____If yes, this form will be re-circulated prior to the final for your signature below.

Final approval signature_____Date_____

Fire Protection x _____
A signature here confirms the proposed construction is consistent with local fire requirements Title

ROBERT J. CASSON (530) 283-0870 12/11/2021
Print name Phone # Date

Upon completion, does your agency want to review the project/site prior to HCD finalizing the permit(s)?

Yes____ No X If yes, this form will be re-circulated prior to the final for your signature below.

Final approval signature _____ Date 12/1/2021

_____ x _____ FIRE CHIEF
_____ A signature here confirms the proposed construction is consistent with local CODE requirements Title

_____
Print name Phone # Date

Upon completion, does your agency want to review the project/site prior to HCD the permit(s)?

Yes ___ No____ If yes, this form will be re-circulated prior to the final for your signature below.

Final approval signature_____Date_____

Comments:_____

_____

Signature of Applicant _____

mail-attachment.googleusercontent.com

☐ Health

x _____
A signature here confirms the proposed construction is consistent with local health requirements Title

_____
Print name Phone # Date

Upon completion, does your agency want to review the project/site prior to HCD finalizing the permit(s)?

Yes____ No_____If yes, this form will be re-circulated prior to the final for your signature below.

Final approval signature_____Date_____

X Public Works

x Mark Crews
A signature here confirms the proposed construction is consistent with local public works requirements Title

Mark Crews 530-283-6033 12-2-21
Print name Phone # Date

Upon completion, does your agency want to review the project/site prior to HCD finalizing the permit(s)?

Yes____ No X If yes, this form will be re-circulated prior to the final for your signature below.

Final approval signature Mark Crews Date 12-2-21

☐ Fire Protection

x _____
A signature here confirms the proposed construction is consistent with local fire requirements Title

_____
Print name Phone # Date

Upon completion, does your agency want to review the project/site prior to HCD finalizing the permit(s)?

Yes____ No_____If yes, this form will be re-circulated prior to the final for your signature below.

WILDLAND URBAN INTERFACE CLASSIFICATION

The following information is used by the Department of Housing and Community Development (HCD) in order to determine the correct installation of materials and construction methods for exterior wildfire exposure. Applicants should obtain information as indicated below from the local authority having jurisdiction, and are requested to submit the following information with the HCD 415 and/or HCD 50 form at the time of permit application to HCD.

Applicant Name David Aguilar

Date 12-9-21 Telephone No. 619-443-3663

Applicant to complete items 1 through 3

1. Site Location of Home or Structure: _____
2. Assessor Parcel No. (if known): 116-010-023-000
3. Mobilehome Park Name (if applicable) _____

Obtain Assistance from Local Authority Having Jurisdiction in completion of the following:

1. Fire Department or District: QUINCY FIRE PROTECTION DISTRICT
2. Contact Person and Telephone ROBERT J. CASSOU (530) 283-0870

The home or structure described above is or is intended to be located in an area as noted below:

☒ State Responsibility Area (SRA)

☐ Very High ☐ High ☒ Moderate ☐ Unzoned

☐ (LRA) Local Agency Very-High Severity Zone

☐ (LRA) Wildland Urban Interface Area – Specify the ignition-resistant construction require by the local authority having jurisdiction for fire protection on this property _____

_____

_____

☐ N/A

New Concrete Pads For Utilities @ 63, 64, 65. Pads should be 56" Long & 36" wide

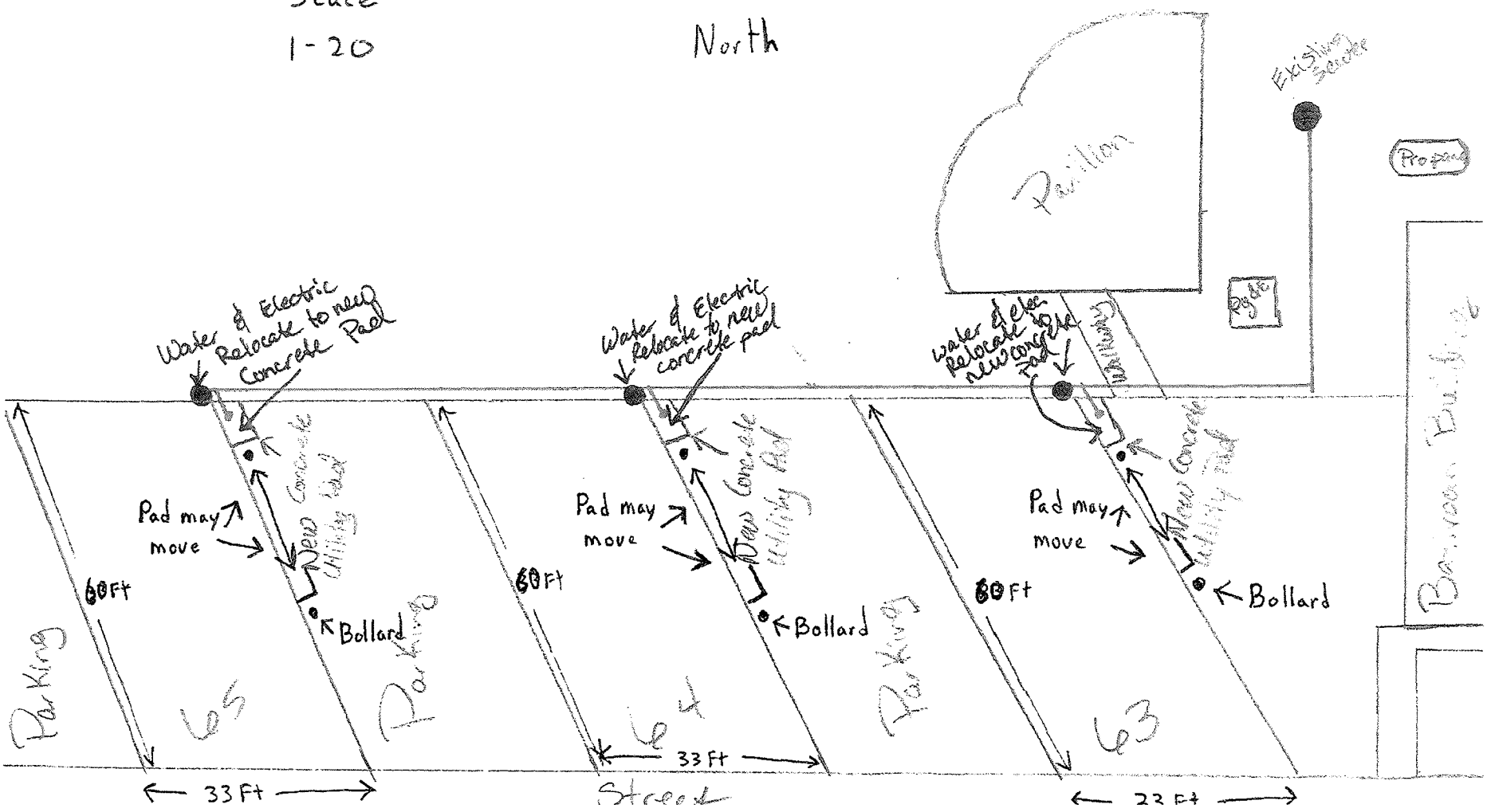
New Electric Panels to house 20 & 30 amp Service (110 Volt GFCI & 120 Volt 30 amp plug)

Replace existing water spigots with Frost Free Yard hydrants and relocate to new utility pads

Route new Sewer service under pavilion working (will have to run between PG&E transformer & Amerigas Propane Tank).

Scale
1-20

North



Pioneer RV Park

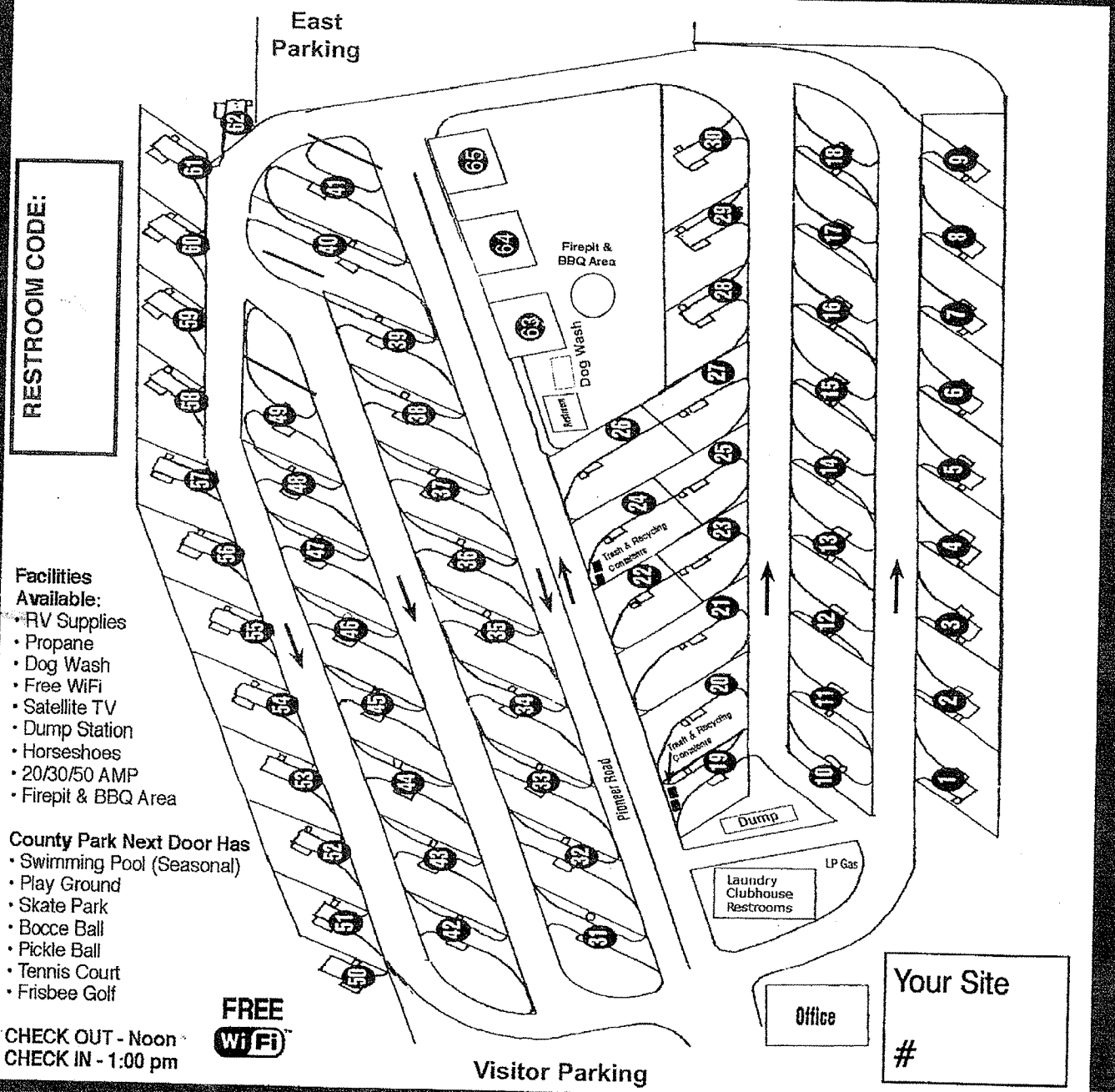
1326 Pioneer Rd. Quincy, CA 95971

530.283.0769

www.pioneerrvpark.com

info@pioneerrvpark.com

Wes and Diane Sanders - Owners



Facilities Available:

- RV Supplies
- Propane
- Dog Wash
- Free WiFi
- Satellite TV
- Dump Station
- Horseshoes
- 20/30/50 AMP
- Firepit & BBQ Area

County Park Next Door Has

- Swimming Pool (Seasonal)
- Play Ground
- Skate Park
- Bocce Ball
- Pickle Ball
- Tennis Court
- Frisbee Golf

FREE WiFi

CHECK OUT - Noon
CHECK IN - 1:00 pm

Pioneer RV Park

From: Aguilar, Dave <dave@pioneerrvpark.com>
Sent: Thursday, January 6, 2022 3:13 PM
To: Pioneer RV Park
Subject: Fwd: Need email from you about State Permit for RVParks need ASAP
Attachments: PARK-PTO-32-0180-MP-2022-01-06 (1).pdf

[EXTERNAL EMAIL]

Hi Kyle, Screenshot this email from Gary Wright and add this to the each one of the packets Your call
On the Permit I already included the bill for that so no need on that thanks Dave.

---------- Forwarded message ----------
From: **Wright, Gary@HCD** <Gary.Wright@hcd.ca.gov>
Date: Thursday, January 6, 2022
Subject: Need email from you about State Permit for RVParks need ASAP
To: "Aguilar, Dave" <dave@pioneerrvpark.com>

Dave, here is a copy of your Permit To operate and I copied the Enforcement Agency right from our State system.

Enforcement Agencies

Enforcement Agency	Start Date	Stop Date
HCD MOBILEHOME PARKS PROGRAM	11/19/1998	

Mailing Address:
HCD MOBILEHOME PARKS PROGRAM
9342 TECH CENTER DRIVE, SUITE # 550
SACRAMENTO, CA 95826

I hope this helps.

Gary Wright

Codes and Standards Administrator I

Housing and Community Development

9342 Tech Center Drive, Suite 550 | Sacramento, CA 95826

Phone: 916.709-4430 | Fax: 916.255.2508

From: Aguilar, Dave <dave@pioneerrvpark.com>
Sent: Wednesday, January 5, 2022 2:50 PM
To: Wright, Gary@HCD <Gary.Wright@hcd.ca.gov>
Subject: Need email from you about State Permit for RVParks need ASAP

Hi Gary , can you send me an email explaining that our RV Park Permit is is through the state of California not the county, I will present this on the 18th to the county to wave the Permit and fee for the county . As I said Plumas County Built this park in 1990 I will need this by the end of day tomorrow Friday the 6th. Thanks Dave.

White, Heidi

From: Aguilar, Dave <dave@pioneerrvpark.com>
Sent: Tuesday, January 4, 2022 9:31 PM
To: White, Heidi; Wright, Gary@HCD
Cc: Thomas Pacelli; John@parkbrokerage.com; Pioneer RV Park
Subject: PioneerRVPark.com Permit with HCD State of California

Hi Heidi, My name is Dave Aguilar owner of PioneerRVPark in Quincy. All RV parks in California are governed by the state HCD so our Permit is with the state. Also in 1990 Plumas County Built this park and owned it for several years so they should have got the County Permit then ? My guess is NO RV parks in Plumas County have this campground Permit, I called several and they never heard anything about a county Permit. I am adding 3 sites to the park sent Tim Evans the plans today . I spoke with Gary Wright at HCD and he could not believe it. I copied him on this , My hope is if I have to get this permit you could wave the $799 fee . The fires last year killed us so we are hurting like everyone Else. Now we are helping all the fire victims with a place to live as they try to figure out there Future. We are very important to this town so please do what you can so we can expand to Accommodate more people . Thanks for you time Dave Aguilar

White, Heidi

From: Ferguson, Tracey
Sent: Tuesday, January 4, 2022 10:53 AM
To: Aguilar, Dave
Cc: Evans, Tim; White, Heidi
Subject: RE: HCD Application Pioneer RV Park - County Campground Permit
Attachments: Fee Schedule_PlanningBuildingServices_Updated 1-1-2020.pdf

Hello Dave – per our conversation, I understand you'd like to petition the Board of Supervisors to waive the Campground Permit application fee of $799.00 as shown in the Planning & Building Services Fee Schedule (attached). As discussed, this application fee is assessed by the County to solely recover staff time in processing the permit.

A letter to the Board of Supervisors requesting the application fee waiver can be emailed or mailed to the following:

Heidi White
Clerk of the Board of Supervisors
520 Main Street
Room 309
Quincy, CA 95971
heidiwhite@countyofplumas.com
pcbs@countyofplumas.com

Tracey Ferguson, AICP
Planning Director

Plumas County Planning Department
P: (530) 283-6214
traceyferguson@countyofplumas.com

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From: Ferguson, Tracey
Sent: Wednesday, December 22, 2021 5:45 PM
To: Aguilar, Dave <dave@pioneerrvpark.com>
Cc: 'Tim Evans (TimEvans@countyofplumas.com)' <TimEvans@countyofplumas.com>
Subject: RE: HCD Application Pioneer RV Park - County Campground Permit

Hi Dave – received your message today after I sent you the email below. Please connect with Tim on Monday Dec 27th regarding your application questions. I am off next week.

Regards,
Tracey

Plumas County Planning Department
P: (530) 283-6214
traceyferguson@countyofplumas.com

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From: Aguilar, Dave <dave@pioneerrvpark.com>
Sent: Thursday, December 9, 2021 3:26 PM
To: rcassou@qfd.ca.gov; Ferguson, Tracey <TraceyFerguson@countyofplumas.com>
Subject: Fwd: HCD Application PioneerRVPark

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---------- Forwarded message ----------
From: **Andrea Aguilar** <nfinchaguilar@gmail.com>
Date: Thursday, December 9, 2021
Subject: HCD Application
To: "Aguilar, Dave" <dave@pioneerrvpark.com>

file:///C:/Users/nfinc/Pictures/Scans/Scan_20211209.pdf

Sent from Mail for Windows

Item 6A1

PLUMAS COUNTY AUDITOR / CONTROLLER

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

Date: 07/20/2021

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: **Authorize Auditor/Controller to recruit and fill the position of Assistant Auditor/Controller OR Accountant Auditor II. The Assistant Auditor/Controller position will become vacant due to the retirement of the current Assistant as of 5/31/22.**

Recommendation:

Authorize Auditor/Controller to recruit and fill the position of Assistant Auditor/Controller OR Accountant Auditor II. The Assistant Auditor/Controller position will become vacant due to the retirement of the current Assistant on 5/31/22.

Background:

The Assistant Auditor/Controller is a key position in the Auditor's Department. This position is assigned, among many other important functions, the responsibility of maintaining the property tax rolls, processing property tax apportionments, reconciling property tax trust funds, and filing of numerous reports as required by the State of California. The Assistant calculates and updates the bond rates annually to ensure the proper amount is collected for the bond payments. The Assistant makes necessary changes to the tax roll and calculations that result from tax appeals. The Assistant is the point person for property tax audits performed by the State Controller's Office.

Property tax is a highly specialized field and relatively few candidates possess experience in this area. Counties across California find it difficult to fill vacancies in their property tax divisions due to the scarcity of experienced property tax specialists. To ensure that the Auditor's office has sufficient time to hire and train a replacement, we ask for authorization to begin recruiting immediately and hire the replacement as soon as possible. Property tax activities and deadlines occur monthly, quarterly and annually as evidenced by the attached schedule. It is requested that the recruitment start right away to have time to search for a qualified candidate, and to ensure the most seamless transition the Auditor respectfully requests permission for an overlap of up to nine months to allow for the necessary training.

In July, 2021 the Board authorized the Auditor/Controller to begin recruitment for this important position, and allowed an overlap to facilitate training of a newly hired Assistant. In an effort to expand the pool of applicants it is proposed that the recruitment be changed for either an Assistant Auditor Controller OR an Accountant Auditor II.

The Auditor's Department is also currently recruiting for an Accountant Auditor I or II due to the retirement of a 20-year staff member. This is a separate recruitment. In total, the Auditor's Department currently is looking to fill two full time positions, the Assistant Auditor Controller OR Accountant Auditor II created by pending retirement, and the Auditor I or II created by recent retirement.

AUDITOR CONTROLLER DEPARTMENT

ASSISTANT AUDITOR/CONTROLLER

ATTACHMENT – CRITICAL STAFFING REQUEST FORM

Consequences of not filling position:

The primary responsibility of the Assistant Auditor/Controller is to manage the property tax duties required constantly throughout the year. The property tax rolls are updated weekly, the AB8 factors and tax apportionment spreadsheets are updated annually, and tax apportionments are processed three times each year to the schools, special districts, and the county. The property tax trust funds are reconciled each month. Special assessments from districts are entered into the property tax system, and there are numerous calculations needed throughout the year for events such as district annexations. Bond rates are calculated annually so that the correct amounts can be collected on the property tax bills. Roll changes and refunds are calculated that result from tax appeals. This is a highly specialized position that requires continuing education to keep up with changes in property tax law. The property tax duties are substantial and the workload is such that other staff members would be unable to pick up the property tax duties if the Assistant position were vacant.

Anticipated Salary:

$58,406.40 (STEP 1 = 28.08/hr) - $61,318.40 (STEP 2 = 29.48/hr) Salary will depend on experience.

AUDITOR CONTROLLER DEPARTMENT

ACCOUNTANT AUDITOR I OR II

ATTACHMENT - CRITICAL STAFFING REQUEST FORM

Consequences of not filling position:

This position is critical to ensure that the heavy workload in the department is processed timely. The Auditor's office audits and processes claims, records deposits and reconciles the deposit totals with the Treasurer's office reports daily, reviews and records journals and budget transfers for all county departments and 32 special districts, and assists departments and districts as much as possible with accounting questions. This position is responsible for recording and tracking Fixed Assets. The department receives and uploads accounts payable detail from the schools and Social Services. The workload has become increasingly heavier over the past years. If this position were not filled it would be extremely challenging for the department to process transactions and perform necessary accounting functions in a timely manner.

Anticipated Salary:

The base salary range for Accountant Auditor I: $45,822.40 – $55,723.20

The base salary range for Accountant Auditor II: $50,481.60 - $61,380.80

The actual salary will depend on the qualifications and experience of the candidate, and if the individual hired is a current employee and will have a higher salary due to the number of years employed by the county at date of hire.

STAFFING REQUEST FORM

Department AUDITOR CONTROLLER DEPARTMENT Add ☐ Delete ☐
FTE 1.0
Position Title ASSISTANT AUDITOR - CONTROLLER
Describe, in some detail, the need for this position (Use additional sheets if necessary.)
The Assistant Auditor/Controller is a key position in the department, providing administrative and managerial support. In addition to numerous duties, the Assistant is responsible for property tax processing throughout the year. Property tax is a highly specialized area and this position requires special training and continuing education. The Assistant is responsible for bond rate calculations and updating bond rates collected on property tax bills, provides information and updates tax rolls related to tax appeals, and provides data and is the point person for property tax audits performed by the State Controller's Office. The Assistant position requires knowledge and experience in accounting.

☐ See attachment

If the position is approved, what other expenses do you anticipate?

Recurring:
$☐ Office/Operation Supplies
$☐ Purchased Services
$☐ Other

One Time
$☐ Furn/Fix
$☐ Vehicle
$☐ Office Space

Describe:
None

Describe:
None

Calculate anticipated Salary and Benefit costs for each of the *next four* years using anticipated increases:
93,450.00 yr. 1 98,109.00 yr. 2 103,068 yr. 3 108,227 yr. 4

If the position is NOT approved, what are the consequences? Attach sheet

Are any *new revenues* expected to cover the cost of the requested position? Yes ☐ No ☑
If yes, are the revenues certain? Yes ☐ No ☐ and if certain, the revenues are certain for how many years? _____ Years. Attach supporting material.

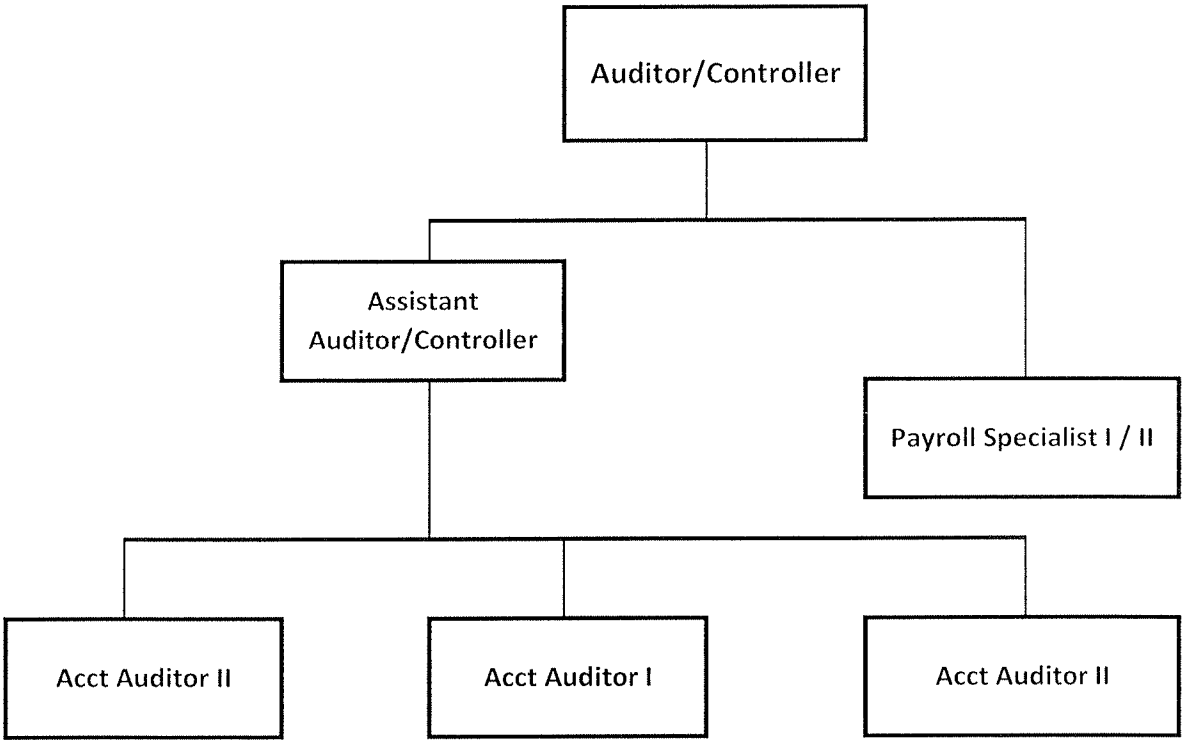
☐ See Attached
☐ Reviewed and supporting by Critical Staffing Committee

If General Fund Position and recommended by Critical Staffing Committee, indicate rank of this position to other recommended GF positions. _____ *out of* _____ *positions recommended.*

Committee Comments:

Auditor Department

Organizational Chart



Item 6A2

PLUMAS COUNTY AUDITOR / CONTROLLER

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

DATE: 01/10/2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ROBERTA M. ALLEN – AUDITOR/CONTROLLER

SUBJECT: ALLOW BARBARA BRUNER AND ZOE TERRAZAS, TEMPORARY EMPLOYEES, TO WORK MORE THAN 29 HOURS PER WEEK.

Recommendation:

Allow Barbara Bruner and Zoe Terrazas, temporary employees, to work more than 29 hours per week.

Background:

The Auditor's Department will be experiencing a transitional phase due to retirements of long-term staffers and the resignation of the Auditor Controller. The extra help staff members will be needed to help during this transition to ensure that the daily workflow is not adversely affected during this time.

Item 6A3

PLUMAS COUNTY AUDITOR / CONTROLLER

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

Date: 01/10/2022

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: **Ratify payment without a contract for invoice dated April 30, 2021 for 19/20 state mandated cost services (SB90) by MGT of America Consulting, LLC.**

Recommendation:

Ratify payment without a contract for invoice dated April 30, 2021 for 19/20 state mandated cost services (SB90) by MGT of America Consulting, LLC.

Background:

MGT of America, LLC has filed the SB90 cost claims for Plumas County for many years and was on a three-year renewable contract. Due to oversight when the contract was last renewed, it was for only one fiscal year (for the 2018/19 claims filed in February of 2020). The error was not discovered until the 2019/20 claims had been filed in February of 2021 and the county received an invoice in April 2021. The fee for the 2019/20 claims is $3,500, the fee as in the previous year.

INVOICE

MGT

Project: FSG | FY21 | Plumas County | Mandated Costs (SB 90) | CA | 12569

Invoice #39505 due May 30, 2021

STATUS: Late (49 days over)

ISSUE DATE: April 30, 2021

PAYMENT SCHEDULE: Net 30

TO: Plumas County, CA

Plumas County, CA
520 Main Street, Room 205
Quincy CA 95971
United States
biancaharrison@countyofplumas.com

FROM: MGT of America Consulting, LLC

Remit to:
MGT of America Consulting, LLC
P.O. Box 17780
Clearwater, FL 33762-0780
813-327-4717

STATEMENT OF SERVICES

TITLE		SUBTOTAL	TAX
01.00 Annual SB 90 Claiming		$3,500.00	$0.00
	Total:	$3,500.00	$0.00

Fixed Fee	$3,500.00
Total	$3,500.00

MESSAGE

State Mandated Cost Services (SB 90)
Service period: July 1, 2020 through June 30, 2021 Service provided covers 2019-2020 annual claims filed in February 2021

Item 6B

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045

Tony Hobson, Ph.D, Director

DATE: January 18, 2022

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director

SUBJECT: Authorize the Behavioral Health Department to recruit and fill Extra Help Supportive Services Technician I/II position.

Recommendation

Approve the recruitment and filling of an Extra Help Support Services Technician I/II position. This position was budgeted utilizing Other Wages in Department 70571 in the current 2021-2022 Budget year.

Background and Discussion

The Behavioral Health Department would utilize the Extra Help Support Services Technician to assist full-time Support Services Technicians with providing services to clients throughout Plumas County. Recently, the two closest facilities in Reno became unavailable for Plumas County clients. Adding the closure of Highway 70 and the repair work along Highway 89, the transportation drive time of our current Support Services Technicians has increased dramatically. This position will be filled without the use of General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the position outlined in this letter.

Item 6C1

PCPHA
PLUMAS COUNTY PUBLIC HEALTH AGENCY

Growing Healthy Communities

AGENDA REQUEST
For the January 18, 2022 meeting of the Plumas County Board of Supervisors

January 10, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill the vacancy of one part-time (0.625) FTE Assistant Cook for the Senior Nutrition program at the Chester site.

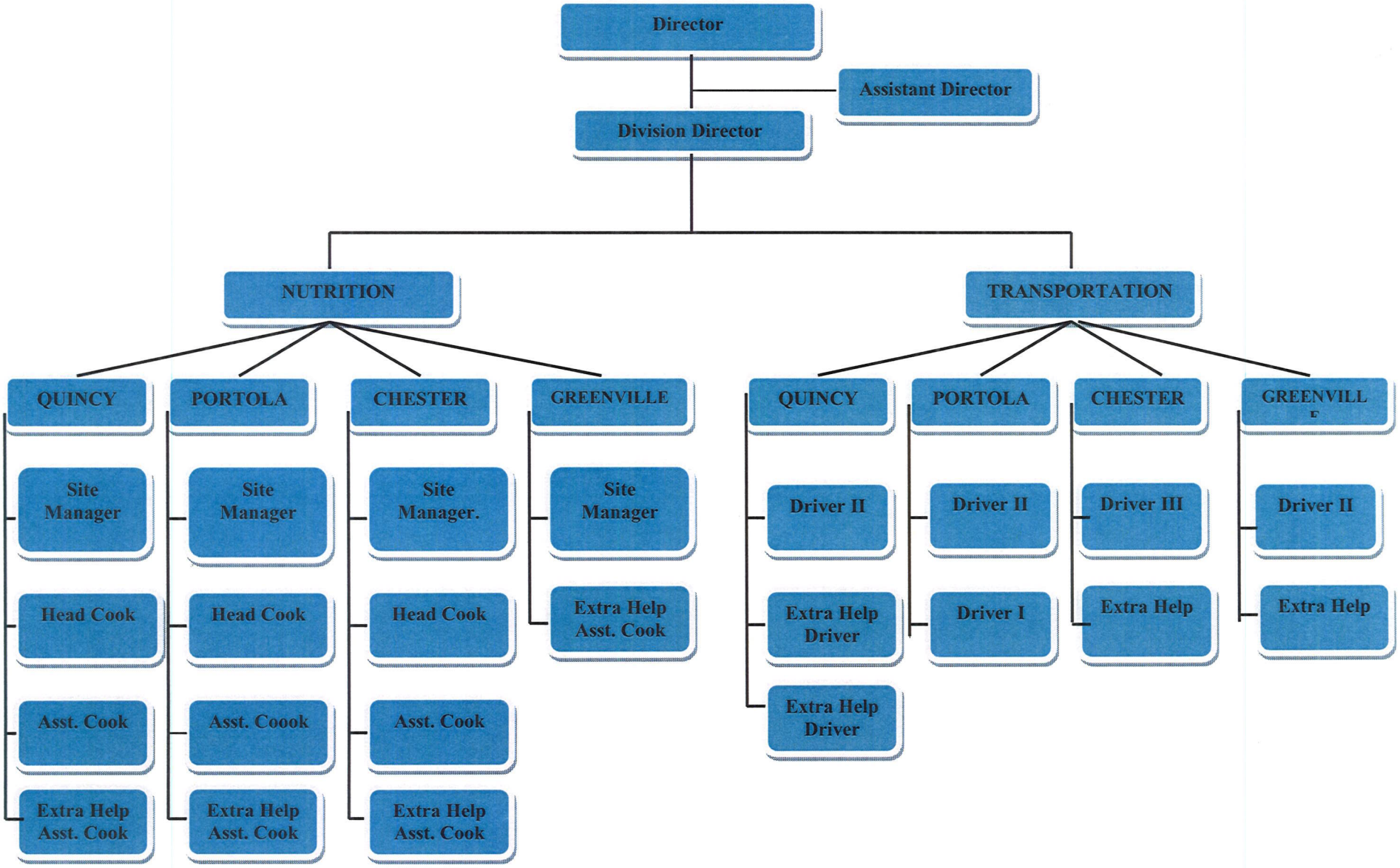
Background:
Effective December 31, 2021, the Assistant Cook at the Chester Senior Nutrition site has retired. The Department is requesting to fill this vacancy.

Fiscal Impact:
This position is able to be funded as allocated in the FY21/22 Public Health budget that was adopted on September 30, 2021.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:
The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one part-time (0.625) FTE Assistant Cook for the Senior Nutrition program at the Chester site.

PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION
4



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Assistant Cook / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
  Assistant Cooks aid with cooking, packaging, serving, as well as cleaning at the site and filling in as the Head Cook when necessary. The assistant cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices.
- Why is it critical that this position be filled at this time?
  Not filling this position will hinder the services that Senior Nutrition is able to provide its clientele.
- How long has the position been vacant?
  Effective 1/1/22
- Can the department use other wages until the next budget cycle?
  The department's wage and benefits portion of the 21/22 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? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- 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? If yes, provide the activity of the department's reserve account for the last three years?

FY 17/18 = $545,661 FY18/19 = $582,102 FY19/20 = $1410,133

df 1/3/22

Item 6C2

PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY

Growing Healthy Communities

AGENDA REQUEST

For the January 18, 2022 meeting of the Plumas County Board of Supervisors

January 10, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve a Resolution to Amend the FY 2021-2022 County Personnel Allocation to add a 1.00 FTE to the Health Education Series position in Budget Unit 70560, and authorize Human Resources to recruit and fill the position.

Background:

As the Board is aware Plumas County Public Health Agency is required to provide a variety of services, many State mandated. With the increase in services required by both the State and the needs of the citizens of Plumas County, the staff of Public Health has taken on more responsibility in order to meet the deliverables of other essential service programs.

At the same time, increased State Funding has become available to allow the Public Health Agency to convert extra help staff to full-time, permanent staff.

For this reason, the Department is proposing to add 1.00 FTE to the Health Education Series position to its personnel allocation. This position will perform activities in support of equity, community outreach, and education efforts. Additionally, this position will assist in the coordinating the efforts of the Northern Sierra Opioid Safety Coalition and PCPHA's harm reduction program. Duties will include meeting facilitation and notetaking, developing new outreach materials, conducting outreach and community education, and direct services to the public.

Fiscal Impact:

There is no fiscal impact to the General Fund as these positions will be funded through the Programs in Public Health. Specifically, the following programs will fund this position:

- CHRI at .58 FTE
- Opiate State at .32 FTE
- Sierra MAT at .10 FTE

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors Approve a Resolution to Amend the FY 2021-2022 County Personnel Allocation to add a 1.00 FTE to the Health Education Series position in Budget Unit 70560, and authorize Human Resources to recruit and fill the position.

RESOLUTION NO. 2022-_____

RESOLUTION TO AMEND FISCAL YEAR 2021-2022 PLUMAS COUNTY POSITION ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560.

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

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Public Health's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2021-2022 Position Allocation adding a 1.00 FTE to the Health Education series; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2021-2022 to reflect the following:

Budget Unit 70560	**Current FTE**	**Change**	**New FTE**
Health Education Coordinator I/II or Health Education Specialist or Community Outreach Coordinator	6.00	+1.00	7.00

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 18th day of January 2022 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

Item 6D

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 Robert Thorman P.E., Assistant Director

AGENDA REQUEST
For the January18, 2022 meeting of the Plumas County Board of Supervisors

January 6, 2022

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 LeadWorker position in the Greenville Maintenance District, discussion and possible action.

Background:

Due to the promotion of the Greenville LeadWorker to Greenville Maintenance District Supervisor, Public Works is now looking to fill the LeadWorker position in the Greenville Maintenance District.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 21/22 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 LeadWorker position in the Greenville Maintenance District.

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Leadworker / Public Works Maintenance Division – Greenville 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 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 Greenville 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. The Leadworker is in charge of the crew in the absence of the Foreman.

How long has the position been vacant?
Vacant as of 01/14/22.

Can the Department use other wages until the next budget cycle?
The Maintenance Division's budget line item for wages in the 21/22 budget includes funds for this position.

What are staffing levels at other counties for similar departments and/or positions?
A minimum of one Leadworker per crew at all times.

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 Greenville 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 Greenville 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

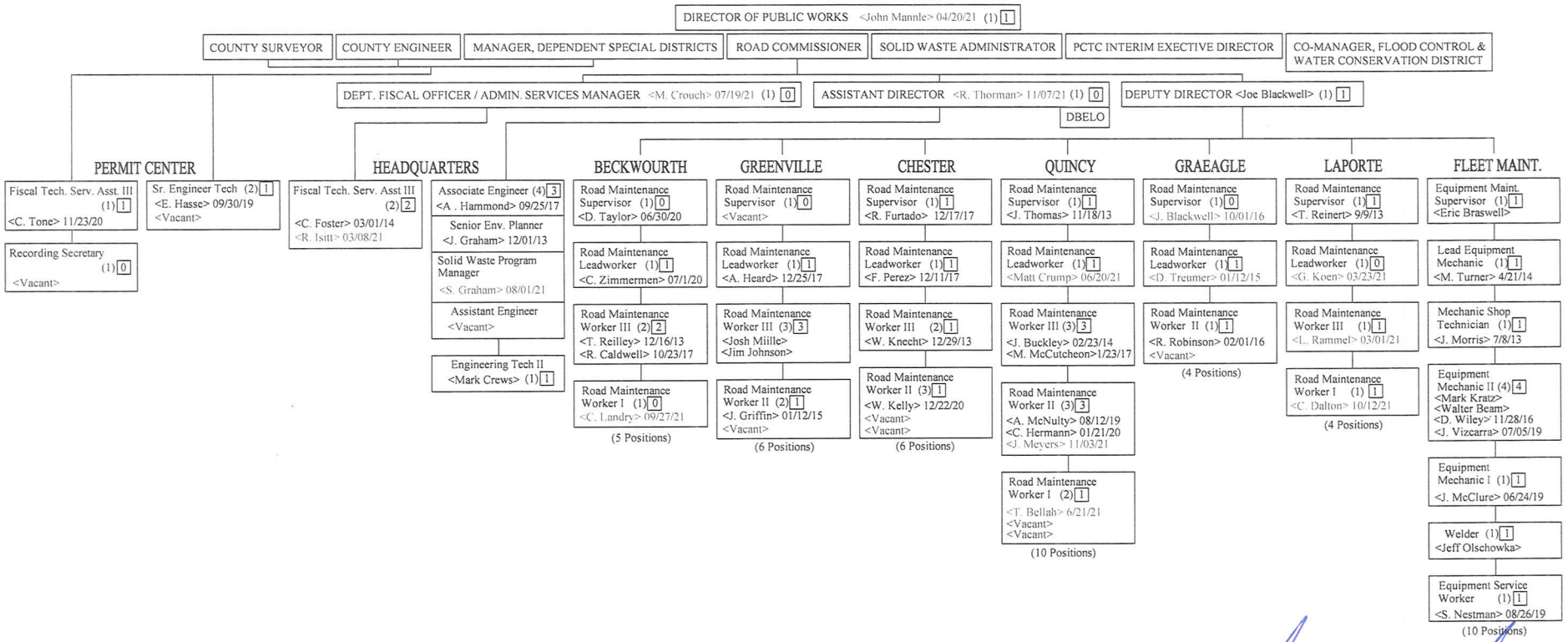
Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No

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



Director of Public Works
Revision Date: 12/22/21

Item 6E1&2

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
John Mannle, P.E., Director of Public Works; Sean Graham, Solid Waste Manager

AGENDA REQUEST

for the January 18, 2022 Meeting of the Board of Supervisors

Date: **January 10, 2022**

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Consideration of a proposed Rate Increase of 7.29% (residential) and 7.29% (commercial) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal.

PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:

1. ***Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 7.29% (residential) and 7.29% (commercial) for solid waste services provided by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. related to collection fees. This Rate adjustment is necessary to cover increased costs per the Franchise Agreement for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses, an increase in Franchise Fees initiated by Plumas County, and a negotiated settlement for an action filed against Plumas County by Feather River Disposal.***

2. ***Enable commentary by the franchise contractor, Feather River Disposal.***

3. ***Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate written protests against the proposed fee increase by customers. Close Public Hearing.***

4. ***Consider the adoption of the attached proposed Resolution to Increase Rates by 7.29% (residential) and 7.29% (commercial) for solid waste services provided by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. related to collection fees. This Rate adjustment is necessary to cover increased costs for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses, an increase in***

Franchise Fees initiated by Plumas County, and a negotiated settlement for an action filed against Plumas County by Feather River Disposal.

BACKGROUND:

2020:

On June 16, 2020, the Director of Public Works recommended a 3.30% rate increase for residential collection, and 3.30% rate increase (commercial collection). The Board of Supervisors adopted the Rate Increase Resolution for solid waste services related collection fees, which cover door-to-door collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal. Resolution No. 20-8497, may be viewed on the Plumas County website at: *https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents*.

2021:

On March 15, 2021, Feather River Disposal submitted an Audited Financial Statement for the Period Ending December 31, 2020. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County's solid waste consultant, R3 Consulting Group (R3), requesting that R3 apply the Refuse Rate Increase (RRI) procedure, as set forth in the Franchise Agreement that took effect on April 1, 2017. R3 Consulting Group reviewed the audited financial statement and concluded that FRD was entitled to a solid waste fee increase in the amount of 2.46%, based upon increased operational costs.

Plumas County Legal Counsel notified the Solid Waste Division of the Department of Public Works that a proposed settlement had been reached in a legal action brought by Feather River Disposal against Plumas County. This settlement includes a 2.33% Rate increase over the next five (5) years (from the implementation of the new rates.)

In addition, a 2.50% increase in the Franchise Fees paid by Feather River Disposal that was initiated by Plumas County on January 1, 2019 has been deemed to have been put into place without using proper Proposition 218 procedures, and as a "pass-through" cost per the current Franchise Agreement between Plumas County and Feather River Disposal, should have been included at that time as a Rate increase.

On December 21, 2021, the Board of Supervisors considered a resolution to adopt the stipulated 7.29% Rate Increase. The Board of Supervisors moved to continue discussion on this matter and the consideration of the adoption of the resolution to the regular meeting of January 18, 2022.

PROPOSED RATE INCREASE SUMMARY FOR FRD:

The cumulative proposed fee increases described above are summarized as follows:

- 7.29% (residential collection) and
- 7.29% (commercial collection)

Note: This Agenda Request does not pertain to rates at the transfer stations, as the proposed 7.29% rate increase for those services was considered and approved by the Board of Supervisors at the July 7, 2021 Board of Supervisors meeting.

CONSIDERATION BY THE SOLID WASTE TASK FORCE:
On May 25, 2021, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and develop "advice" for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend a 7.29% Rate increase to the Board of Supervisors.

PUBLIC NOTICE:
On July 20, 2021, Plumas County Public Works, Solid Waste Division implemented the public notification actions associated with the Proposition 218 proposed Rate Increase for disposal of solid waste as operated by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. (serving Franchise Area No. 1) for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees and has directed Public Works staff to implement the notification actions associated with Prop. 218. On October 27, 2021, the franchise contractor, Feather River Disposal mailed notices of a public hearing to 2744 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

PUBLIC DOCUMENTS:
In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 20-8497 dated and, approved at the public hearing held June 16, 2020
- 2020 FRD Audited Financial Statements
- 2021 Refuse Rate Index (RRI) Adjustments, Final Report dated May 27, 2021
- FRD Proposed 2021 Rate Adjustment – Exhibit A

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building
  1834 E Main Street, Quincy, CA 95971,
  between the hours of 8am – 5pm, Monday through Friday, or

- Office of the Clerk of the Board of Supervisors
  520 Main Street, Room # 309, Quincy, CA 95971,
  between the hours of 8am – 5pm, Monday through Friday, or

- May be viewed on the Plumas County website at:
  https://ca-plumascounty2.civicplus.com/2616/17509/Public-Documents

RESOLUTION OF PROPOSED RATE INCREASE:

The last rate increase authorized for FRD for solid waste services related to collection fees, which covers door-to-door collection, transfer, hauling and ultimate disposal activities, was approved by the Board of Supervisors on June 16, 2020.

RECOMMENDATION:

The Plumas County Integrated Waste Management Task Force has recommended that, unless it is determined there are timely written protests by *greater than* fifty percent of current collection route customers, the Board of Supervisors vote to adopt the attached proposed 7.29% Rate Increase Resolution for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees within Franchise Area No. 1, as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal.

ATTACHMENTS:

- NOTICE OF PUBLIC HEARING: (2744 Copies mailed October 27, 2021)
- Proposed Resolution for Collections Rate Increase for Franchise Service Area No. 1

PUBLIC NOTICE

OF A PROPOSITION 218 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE 10:00 A.M., December 21, 2021

A resolution is being proposed to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by Feather River Disposal (Solid Waste Franchise Area No.1).

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for curbside collection for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by **7.29%** beginning on December 21, 2021, and commercial solid waste collection fees will increase by **7.29%** beginning on December 21, 2021. These rate changes apply to the area serviced by Feather River Disposal only, not Intermountain Disposal, and does not include the jurisdictions of the Chester Public Utilities District or the Quincy Community Services District, which have separate (non-County) contracts with Feather River Disposal. This resolution will not affect property owners within the City of Portola. A proposed fee schedule is available on the County website (see below).

The proposed fee schedule is available for view on the internet at:

http://plumascounty.us/DocumentCenter/View/38227/Proposed-Curbside-Rate-Table-9-23-21

Pursuant to California Proposition 218, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase.

If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.

John Mannle, P.E., Director
Plumas County Department of Public Works
Solid Waste Division

RESOLUTION NO. 21-____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL)

WHEREAS, the Plumas County Board of Supervisors, on June 16, 2020, did adopt Plumas County Resolution No. 20-8497, thus revising the fee schedules for collection, transfer and related solid waste services for the Franchise Contractor for Franchise Service Area No. 1, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, USA Waste of California, Inc. doing business as Feather River Disposal (FRD) is the solid waste franchise contractor for Franchise Service Area No. 1, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

WHEREAS, on October 27, 2021 the Franchise Contractor for Service area No.1, mailed notices of a public hearing to two-thousand seven-hundred and forty-four (2744) customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

WHEREAS, on July 20, 2021 a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

WHEREAS, six (6) written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 20-8497.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 20-8497, for collection, transfer and related solid waste services in Franchise Service Area No. 1, as follows:

(a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 1, as defined in the County Solid Waste Management Plan.

(b) **Collection fees.** The base rate for collection, as described below and shown on attached Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be $23.61 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be $32.10 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is $41.61 for one collection per week.

(2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of $22.99 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of $45.78 each per collection. Each tire shall be charged per collection: $5.06 [sixteen (16") inches or less]; $9.78 [more than sixteen (16") inches but less than twenty (20") inches]; $22.99 [more than twenty (20") inches].

(3) **Residential billing**. Each new residential collection account shall be charged $9.78 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of $91.58 for one collection per week; a monthly fee of $182.89 for two (2) collections per week; a monthly fee of $274.91 for three (3) collections per week; a monthly fee of $366.61 for four (4) collections per week; and a monthly fee of $458.31 for five (5) collections per week. Each additional cubic yard per collection shall be charged $24.61, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is $25.44. The monthly charge for a sixty-four (64) gallon waste-wheeler is $34.59. The monthly charge for a ninety-six (96) gallon waste-wheeler is $47.39. Monthly charges for waste-wheelers are double the above if collection is twice per week.

(5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.

(6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed $99.18 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of $61.07 shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

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 21st day of December 2021, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

_____

Chair, Board of Supervisors

ATTEST:

_____

Clerk of the Board of Supervisors

TABLE 1 -FEATHER RIVER DISPOSAL: FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES - COLLECTION ROUTES

Comparison of Rates:

(1) Previous Rate as of June 2020

(2) 2021 Combined Rate Adjustment = 2020 RRI Adjustment:+2.46% plus Franchise Fee Adjustment: +2.50% plus Legal Action Settlement Adjustment: +2.33%. Total Combined 2021 Rate Adjustment: +7.29%

Description of Service	Current Rates (1)	Adjusted Rate (2)
	All	Proposed Rate 2021
Residential Base Rate		
New Service Fee	$9.12	$9.78
Delivery Fee	$10.54	$11.31
35-gallon waste wheeler	N/A	$23.61
64-gallon waste wheeler	$29.92	$32.10
96-gallon waste wheeler	$38.78	$41.61
Waste wheeler rental	No Fee	
Extra White (kitchen) Bag	$2.09	$2.26
Extra Black (lawn) Bag	$4.17	$4.50
Extra 1 CY	$20.31	$21.92
Replace waste wheeler	$26.34	Cost + 15% + Delivery Fee
Commercial Base Rate - Bins (per month)		
1 cubic yard bin (once per week)	$85.36	$91.58
1 cubic yard bin (twice per week)	$170.46	$182.89
1 cubic yard bin (3 times per week)	$256.23	$274.91
1 cubic yard bin (four times per week)	$341.70	$366.61
1 cubic yard bin (five times per week)	$427.17	$458.31
One time pick up	$22.94	$24.61
1.5 cubic yard (once per week)	$113.18	$121.43
1.5 cubic yard (twice per week)	$226.00	$242.48
1.5 cubic yard (3 times per week)	$339.72	$364.49
1.5 cubic yard (4 times per month)	$452.71	$485.71
One time pick up	$34.41	$36.92
2 cubic yard bin (once per week)	$170.71	$183.15
2 cubic yard bin (twice per week)	$340.91	$365.76
2 cubic yard bin (3 times per week)	$512.45	$549.81
2 cubic yard bin (4 times per week)	$683.39	$733.21
2 cubic yard bin (5 times per week)	$854.33	$916.61
One time pick up	$45.88	$49.22
3 cubic yard bin (once per week)	$256.07	$274.74
3 cubic yard bin (twice per week)	$511.37	$551,87
3 cubic yard bin (3 times per week)	$768.68	$824.72
3 cubic yard bin (4 times per week)	$904.00	$969.90
3 cubic yard bin (5 times per week)	$1,130.00	$1,212.38
One time pick up	$68.82	$73.84

**Rate adjustment approved by Plumas County Board of Supervisors 7-20-21*

TABLE 1 -FEATHER RIVER DISPOSAL: FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES - COLLECTION ROUTES

Comparison of Rates:
(1) Previous Rate as of June 2020
(2) 2021 Combined Rate Adjustment = 2020 RRI Adjustment:+2.46% plus Franchise Fee Adjustment: +2.50% plus Legal Action Settlement Adjustment: +2.33%. Total Combined 2021 Rate Adjustment: +7.29%

Description of Service	Current Rates (1)	Adjusted Rate (2)
	All	Proposed Rate 2021
4 cubic yard bin (once per week)	$341.43	$366.32
4 cubic yard bin (twice per week)	$681.82	$731.52
4 cubic yard bin (3 times per week)	$1, 024.90	$1,099.62
4 cubic yard bin (4 times per week)	$1,207.24	$1,295.25
4 cubic yard bin (5 times per week)	$1,509.05	$1,619.06
Commercial Base Rate - Roll-Off Bins (per week)		
Bin Delivery Charge	$55.31	$59.34
15 cubic yard bin	$303.74	$325.88
20 cubic yard bin	$400.82	$430.04
25 cubic yard bin	$473.08	$507.57
30 cubic yard bin	$522.50	$560.59
35 cubic yard bin	$602.42	$646.34
Daily Inactivity Charge	$26.34	$28.26
Relocate Bin (per event)	$89.49	$96.01
Trip Charge (non-collection)	$37.93	$40.70
Commercial Base Rate - Waste Wheelers		
35-gallon waste wheeler	N/A	$25.44
64-gallon waste wheeler	$32.24	$34.59
96-gallon waste wheeler	$44.17	$47.39
Waste wheeler rental	No Fee	
Replace waste Wheeler	$26.34	Cost + 15% + Delivery Fee
Special Travel Charge (per hour)	$92.44	$99.18

**Rate adjustment approved by Plumas County Board of Supervisors 7-20-21*

Item 6F1

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

Memorandum

DATE: **January 3, 2022**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Todd Johns** TJ

SUBJECT: **Agenda Item for the meeting of January 18, 2022**

Recommended Action:

Approve a fixed asset vehicle purchase and equipping of five (5) 2022 Ford Explorers from dept 70331 not to exceed the amount of $250,000.00 and one (1) 2022 Ford Explorer from dept 70387 not to exceed $50,000.00

Background and Discussion:

The Administrative & Budgetary controls require Board of Supervisors approval to transfer to/from fixed asset accounts.

The Administrative & Budgetary controls require Board of Supervisors approval to purchase fixed assets.

Vehicles are being purchased based on state bid from Ford.

These expenditures have been included in the budgets for FY 21/22.

OFFICE OF THE SHERIFF

1400 E Main St. Quincy, California – (530) 283-6375 – Fax 283-6344

Todd Johns
SHERIFF/CORONER

January 6th, 2022

TO: Gretchen Stuhr, County Counsel
FROM: Chad Hermann, Undersheriff

RE: Vehicle purchase, purchase agreement and documents to support purchasing policy

The patrol vehicles sought to be purchased is covered under the county's purchasing policy, 3-1 EXCEPTIONS TO COMPETITIVE BIDDING, section U. The vehicles are listed on a current DGS-CA statewide contract fleet vehicle sales sheet. The competitive bid process was completed by the City of Sacramento Bid #B19153311005, additionally allowing other governmental agencies to "piggyback" on their contract. Please see the attached documents in regards to the request to purchase six, (6) 2022 Ford SUV, Interceptor package, (Ford Explorer). The attachments include:

City of Sacramento Bid # B19153311005 listing the effective date from 05/14/2019 thru 05/13/2024, additionally to allow all governmental agencies to purchase off the approved DGS-CA Statewide Contract Fleet Vehicles.

Listing of Statewide Contract Fleet Vehicle sale locations and pricing.

Quote #122821 from Downtown Ford showing the price per vehicle.

Respectfully submitted,

Chad Hermann,
PCSO Undersheriff

SACRAMENTO
Office of the City Clerk

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____

Assessor's Parcel Number(s): _____

Contract Effective Date: 05/14/2019 Contract Expiration Date (if applicable): 05/13/2024

$ Amount (Not to Exceed): $ 7,363,765.00 Adjusted $ Amount (+/-): _____

Other Party: Downtown Ford Sales

Project Title: Ford Police Interceptor Utility Vehicles

Project #: _____ Bid/RFQ/RFP #: B19153311005

City Council Approval: YES if YES, Council File ID#: 2019-00580

Contract Processing Contacts

Department: Public Works Project Manager: Alison Kerstetter

Contract Coordinator: Alison Kerstetter Email: akerstetter@cityofsacramento.org

Department Review and Routing

Accounting:			
	(Signature)		(Date)
Supervisor:	Alison Kerstetter	Digitally signed by Alison Kerstetter Date: 2019.04.09 10:08:27 -07'00'	04/09/2019
	(Signature)		(Date)
Division Manager:	Mark R Stevens	Digitally signed by Mark R Stevens DN: cn=Mark R Stevens, o, ou, email=mstevens@cityofsacramento.org, c=US Date: 2019.04.09 10:33:37 -07'00'	04/09/2019
	(Signature)		(Date)
Other:			
	(Signature)		(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐ **Recording Requested** ☐ **Other Party Signature Required**

----------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE----------

2019-0507

CC Rev. 12.19.2018

City of SACRAMENTO

Invitation For Bid (IFB)

and

Contract Specifications

for **Supplies** *($100,000 or more)*

Bid Number:	**B19153311005**
Bid/Contract Title:	**Ford Police Interceptor Utility Vehicles**

Bids must be received prior to **2:00 PM** on:

Wednesday	**April 3, 2019**

Late bids *will not* be accepted.

Bids must be submitted to:

OFFICE OF THE CITY CLERK
5TH FLOOR PUBLIC COUNTER
SACRAMENTO CITY HALL
915 I STREET
SACRAMENTO CA 95814-2613

Pre-bid conference and Q&A information

See page 4

Bidder to complete the following information:

Bidder Name:	Downtown Ford Sales
Address:	525 N 16th St
City, State, ZIP code:	Sacramento CA 95811
Contact name:	Sandra Scott
Contact phone number:	916.442.6931
Contact email address:	sandra.scott@dtfords.com

Note: *All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a bid that contains false information. The return of a signed copy of this bid solicitation shall constitute a promise to supply in*

accordance with terms and conditions shown herein. ***All bid submissions become public record.***

Table of Contents

Section number and name	Page
I. Bid Instructions	3
II. Terms and Conditions	6
III. General Contract Conditions	7
IV. Local Ordinances and Programs	12
V. Insurance Requirements	17
VI. Special Provisions	19
VII. Technical Specifications	24
VIII. Items Requiring Bidder's Response	30
IX. Contract Approval and Attestation	38

About the City of Sacramento

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of 479,686. Sacramento is a progressive city with great pride in its ethnic and cultural diversity, concern for environmental and social issues and emphasis on quality in the provision of governmental services. Sacramento is a Charter city, which operates under the City Council Manager Form of government. It has an annual budget of $961 million and 4,484 full-time equivalent positions.

This Bid/Contract document was prepared by:

Name:	Alison Kerstetter	*Title:*	Program Specialist
Department:	Public Works	*Division:*	Fleet Management

I.) Bid Instructions

1.) CITY CODE: All provisions of Chapter 3.56 of the City of Sacramento ("City") Code are applicable to any bid submitted or Contract awarded.

2.) OFFICIAL ELECTRONIC COPY: A copy of the bid document and other documents may be obtained by Registered Vendors only through the City of Sacramento's official web Bid Center, aka "PlanetBids". The link to the site is:

http://www.PlanetBids.com/portal/portal.cfm?CompanyID=15300

3.) ADDITIONAL BID INFORMATION: All Addenda and other information will be found at the above official City Bid Center.

4.) EXTENSION OF TIME FOR SUBMITTAL: Notification of a change to the submittal deadline shall be sent automatically by the Bid Center system to all Potential Venders (those registered vendors who have previously downloaded the bid document).

5.) LATE BIDS NOT ACCEPTED: Bids received after the deadline, or bids submitted in a manner contrary to that prescribed in the bid, shall be deemed non-responsive.

6.) THIRD PARTY SOURCES OF THE BID DOCUMENTS: The City is not responsible for bid documents obtained through third-party sources, such as plan rooms or aggregate bid services. Such documents may be incomplete and bids submitted may be deemed non-responsive. Registration as a vendor in the PlanetBids system is required in order to obtain official bid documents and to receive emails concerning any changes to the bid. **Questions about the Bid Center electronic bid platform shall be addressed to the City of Sacramento Procurement Services Division at 916-808-6240.**

7.) ALL INFORMATION REQUESTED: All information requested shall be entered into the appropriate space on all forms and/or provided fields. Failure to do so may cause your bid to be deemed non-responsive. Bids must comply in all respects with the requested specifications.

8.) DEVIATION FROM SPECIFICATIONS: If the bidder has indicated that the item offered does not comply in all respects with the specifications stated in the bid document, the bidder is to list in detail any and all deviations. The City is under no obligation to consider an alternative bid and may accept or deny the alternative without explanation.

9.) BRAND NAMES: Brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. When a brand name, model number, or level of quality or performance is not stated by the bidder, it shall be understood that the offer is exactly as requested in the bid document.

10.) EQUIVALENT ITEMS: Items may be bid that are equivalent to the item stated in the bid document unless the bid document states that no alternatives will be accepted. Offers for equivalent items shall state the brand and model number. The bidder may attach appropriate documentation to support their claim of equivalency. The burden of proof and the cost of analysis shall be the responsibility of the bidder. The City is the sole judge as to whether an offered item is equivalent to the requested item and the City's decision shall be final.

11.) SAMPLES: Samples of items, when requested, shall be furnished free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. The costs of returning samples to the bidder shall be the responsibility of the bidder and shall be returned only upon written request.

12.) EQUIPMENT: All equipment is to be new, unused, and the latest model in current production. Used, remanufactured, shopworn, demonstrator models, prototypes, discontinued models, or any other categorically synonymous descriptions are not acceptable unless explicitly stated in the bid document.

13.) VISITS TO CITY SITES: Some City facilities charge for parking and some City facilities require photo ID for admittance. Bidders should consider these requirements when attending a pre-bid conference, hand-delivering a bid, or fulfilling requirements of the Contract.

14.) TIME OF DELIVERY: The time of delivery may be a consideration of award. Time of delivery shall be stated as the number of calendar days following the receipt of the purchase order by the Bidder to the time of receipt of the goods or services at the correct City location.

15.) PAYMENT TERMS: Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the bidder. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

16.) INTEREST IN MORE THAN ONE BID: No bidder submitting any bid shall knowingly be interested in more than one bid as the principal bidder pursuant to City Code section 3.56.130(D).

17.) AUTHORIZED SIGNATURE: The bid shall be signed by a representative of the bidding party who is legally authorized to bind the party to all of the terms and conditions of the Contract. The signatory shall indicate the capacity in which the signature is executed.

18.) BID EVALUATION: The City reserves the right to disregard mathematical errors and to correct said error. When the item price and extended price are in conflict, the City shall use the item price in the bid evaluation. If an item price is omitted, the total price shall be divided by the estimated quantity to determine the item price. If the Bid requires that the Bidder bid on all line items, and neither the item price nor the extended price of an item is offered, the bid shall then be deemed non-responsive.

19.) AWARDS: The lowest responsible bidder shall be determined pursuant to City Code 3.56.020. The City reserves the right to (a) award in whole or in part (b) reject all partial bids; (c) reject any or all bids; (d) issue subsequent Invitations For Bids (IFB); (e) approve or disapprove the use of a particular subcontractor; (f) waive any informality or irregularity in the bidding process and any bids, and (g) accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB. The City reserves the right to make multiple awards in order to provide alternate supply sources to insure continuity of supply. **The City's decision shall be final.**

20.) PRE-AWARD CONFERENCE: The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms and reports will be submitted by the Contractor for final approval.

21.) EMERGENCY/DECLARED DISASTER REQUIREMENTS: In the event of an emergency declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to servicing the City's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of such disruption which may include, but not be limited to, a copy of the letter or notification from the source of supply or service stating the reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22.) CALIFORNIA INCOME TAX WITHHOLDING STATUS: All Contractors providing goods or services to the City must certify their California income tax withholding status by filing a California Form 590 "Withholding Exemption Certificate" or California Form 587 "Nonresident Withholding Allocation Worksheet" with the City.

23.) REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (Form W-9): All Contractors providing goods or services to the City must file a current revision of the Department of the Treasury Internal Revenue Service Form W-9 with the City.

24.) "PIGGYBACKABLE" CONTRACT: If mutually agreeable to both parties, the use of any resulting Contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

25.) BID PROTEST: Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with these sections of the Sacramento City Code shall be invalid and shall not be considered. Sections 3.60.460 through 3.60.560 of the Sacramento City Code are available at:

http://www.qcode.us/codes/sacramento/

I.) Bid Instructions

26.) CITY DEPARTMENT / DIVISION / CONTACT INFORMATION

Department:	Public Works
Division:	Fleet Management
Contact name:	Alison Kerstetter
Contact phone number:	916-808-1163

27.) Q&A SUBMITTAL DIRECTIONS

Submit questions prior to:

Date:	03/25/2019	**Time:**	3:00 PM

Submit Questions via:

☒ The City's Bid Center ("PlanetBids") Q&A tab for this bid.

(Answers will be posted to the City's Bid Center Q&A tab or by the issuing of an Addendum a minimum of 72 hours before the deadline to submit the bid.)

-OR-

☐ Submit questions to:

Oral explanations or oral instructions shall not be binding on the City. Information obtained from sources other than those stated above may be invalid and responses using this unofficial information may be deemed non-responsive. Additionally, contacts made with other City staff in an attempt to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

28.) PRE-BID CONFERENCE MEETING

☒ No

☐ Yes, attendance is optional **-OR-** ☐ Yes, attendance is MANDATORY

NOTE: Bids from bidders who do not attend a MANDATORY pre-bid meeting shall be deemed non-responsive.

Date:	
Time:	
Location name:	
Address:	
Bldg./Floor/Room:	
City:	

I.) Bid Instructions

29.) Bond Information

Bid bond:	☒ Not required	☐ YES, required [a]	%
Performance bond:	☒ Not required	☐ YES, required [b]	%

[a] Pursuant to City Code section 3.56.150 and 3.56.190 [b] Pursuant to City Code section 3.56.200

Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the Contract. Bid security of the successful Contractor will be returned when the Contract is signed and all other Contract award requirements have been met.

Performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney. The performance bond must be submitted by the successful bidder within ten days of the notification of intent to award the Contract.

30.) Timeframe

Number of days that Bid is valid:	Ninety (90) calendar days after bid opening date
Anticipated start date of Contract*:	**05/14/2019**
☐ **One-time purchase**	*("One-time purchase" = Contract expires upon final payment by the City)*
-OR- ☒ **Duration of Contract:**	One (1) Year Term
Contract renewal information:	Four (4) Additional One (1) Year Term Renewals

Within ninety (90) days after the bid opening, a Contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a Contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with their bid. The City may accept this bid offer by issuance of a Notification of Intent to Award and approval by the Sacramento City Council any time on or before the ninetieth (90th) day following the date of the bid opening. This offer shall be irrevocable for 90 days after the bid opening or 90 days after the City Council awards the bid, whichever comes last, however, this period may be extended by mutual agreement of both parties.

31.) Bid Opening

- Bidders are invited to be present at the opening of the bids.
- Bids will be opened, in public, in the Historic City Council Chambers on the 2nd floor of Historic City Hall, 915 I Street, Sacramento, California.
- Bids will be opened as soon as practicable immediately following the bid submittal deadline.
- Bids may be inspected in the Office of the City Clerk, Sacramento City Hall 5th Floor, 915 I Street, Sacramento, California.

II.) Terms and Conditions

1.) CONTRACT: By submitting a bid, the bidder agrees to fully perform each and every provision of the bid. The Contract shall be awarded upon approval by the City of Sacramento ("City") Council. The Contract shall include all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract.

2.) DELIVERY: All shipments are F.O.B. destination with freight prepaid unless otherwise stated in the IFB. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products and/or services deemed necessary under this Contract. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

3.) TIME FOR DELIVERY: Time is of the essence in the delivery of services and/or items procured through this Contract. Contractor shall notify the City department if unable to make delivery on or before the Due Date. Periods of performance may be extended if, in the sole opinion of the City, the cause of delay justifies an extension.

4.) MISCELLANEOUS CHARGES: No additional charges shall be allowed unless specified in this Contract, including but not limited to: charges for transportation, fuel surcharges, containers, and packing.

5.) HOLD HARMLESS: The Contractor shall defend, indemnify, and hold the City of Sacramento, its officers, agents, and employees, harmless from and against any and all claims, actions, costs, proceedings, damages, and other liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the Contractor's or the City's use of any copyrighted, or non-copyrighted composition, process, patented or non-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at Contractor's expense, any and all actions brought against the City of Sacramento or themselves because of unauthorized use of such articles.

6.) EXCISE TAX: The City of Sacramento, as a government agency, is exempt from the payment of Federal Excise Tax. An exemption certificate will be issued upon request. If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price.

7.) SALES AND USE TAX: The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item. On out-of-state purchases, the Contractor shall list their Use Tax Permit Number issued by the California State Board of Equalization which authorizes the Contractor to charge and collect California Sales Tax. The Purchase Order ("PO") will include sales tax, if applicable to the purchase, regardless of whether an out-of-state collects California State sales tax or not. The City shall pay Use Tax directly to the Board of Equalization if the out-of-state Contractor is not required to collect California Sales Tax.

8.) BUSINESS OPERATIONS TAX CERTIFICATE (BOTC): The Sacramento City Code requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate issued by the City Revenue division.

9.) LICENSES AND PERMITS: The Contractor represents and warrants that the Contractor has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to furnish supplies and/or services under the Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

10.) GLOBALLY HARMONIZED SYSTEM OF CLASSIFICATION AND LABELING CHEMICALS: It is mandatory for a manufacturer, supplier, or distributor, to supply a SDS (Safety Data Sheet) with the first shipment of hazardous material to each City location receiving the material. Also, when the content of a SDS is revised, the Contractor is required to provide a revised SDS to each City location receiving the material.

11.) CONTRACTOR COUNTEROFFERS AND DIFFERENT TERMS AND CONDITIONS: The City's subsequent performance shall not be construed as either acceptance of additional and/or different Terms and Conditions or a counteroffer by the Contractor, nor shall the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the Terms and Conditions contained herein. All materials and/or services supplied by the Contractor shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, as well as conforming to the requirements contained herein. The California Commercial Code shall apply except as otherwise provided in the Contract.

12.) INSPECTION AND ACCEPTANCE: Inspection and acceptance will be at the destination (the "Ship To:" address), unless otherwise stated. Risk of loss will be on the Contractor until the delivery and acceptance, and after any rejections, unless the loss results solely from the negligence of the City. Notwithstanding the requirements for any City inspection and test contained in specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the City, the Contractor shall perform or have performed the inspections or tests required to substantiate that the supplies and services provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified herein. The cost of storing rejected material and the cost for shipping rejected material back to the origin point shall be borne by the Contractor.

13.) VARIATIONS IN QUANTITY: No variation in the quantity of any item called for by this Contract will be accepted unless such variation has been caused by conditions of loading, packing, shipping, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Contract.

14.) DEFAULT BY CONTRACTOR: In case of default by the Contractor, the City of Sacramento reserves the right to procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and actual cost thereof to the City of Sacramento. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

15.) PAYMENT TERMS: Payment terms are Net 30 days unless otherwise indicated and accepted by the City. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from the date of receipt of the invoice, whichever is latest.

16.) INVOICING: Invoice shall be submitted to the "Bill To:" address specified in the PO. The invoice shall contain the following information: PO number, unique invoice number, description of supplies or services, item numbers, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of the shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the City determines, in its sole discretion, that the amount due on such partial deliveries so warrants. Requests for payment status should be addressed to the City department as indicated in the "Bill To:" address.

17.) COMMERCIAL WARRANTY: The Contractor agrees that the supplies and/or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity or by any other clause of this Contract.

18.) SEVERABILITY: If any portion of this Contract or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of the Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by the law.

19.) BINDING EFFECT / ASSIGNMENT OF CLAIMS: This Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the parties. Claims for monies due or to become due under this Contract shall be assigned only with prior written consent of the City Manager or his/her designated representative.

20.) GOVERNING LAW: This Contract shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Contract shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over the persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

III.) General Contract Conditions

1. **Independent Contractor**.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations herein, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board,

commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. **CONTRACTOR Information.**

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties and shall continue in effect until

both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Funding Availability.

A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.

B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

C. The Contract shall terminate without penalty at the end of the City's fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination.

D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal

Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participateeither directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Severability**. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

15. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

16. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

17. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 11, above.

18. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without

limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

19. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

A. Post-Award Amendments.
B. Pricing Schedule(s), as corrected by City, if applicable.
C. Pre-Award Addenda
D. Q&A responses, if applicable
E. Special Provisions.
F. Bid Instructions and Requirements
G. General Conditions
H. Technical Specifications and/or Plans

IV.) Local Ordinances and Programs

The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including, but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's Contracting for supplies and nonprofessional services. The lowest responsible shall be the responsible bidder whose bid price is the lowest after all bid price are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required in subsection 3, below.

1.) EQUAL BENEFITS ORDINANCE ("EBO") REQUIREMENTS

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City Contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any Contract or Agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a Contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City Contract is being performed.

The Ordinance does not apply: to subContractors or subContracts of any Contractor or Contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal Contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a Contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a Contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of

espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of Contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All Contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed Contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working on a City Contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

IV.) Local Ordinances and Programs

ATTACHMENT A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a Contract with the City of Sacramento (the "City") for ..... (Contract details), and as a condition of that Contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific Contract referenced above, but only for the period of time while those employees are actually working on this specific Contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- O Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- O Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

IV.) Local Ordinances and Programs

ATTACHMENT B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento Contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

O Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

O Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

IV.) Local Ordinances and Programs

2.) LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). **Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids.** This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

3.) SUSTAINABLE PURCHASING POLICY ("SPP")

The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, UL EcoLogo, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages Contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

Council Resolution No. 2000-551 authorizes the use of incremental bid evaluation preferences up to a total not to exceed five percent (5%) of the total bid amount when evaluating the cost of products or services that represent the efforts to recycle and re-use sustainable and environmentally preferred products described in this policy. However, such bid preferences shall not exceed a total value of $50,000.00 on any single bid procurement bid preference.

The City may terminate this Contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options

Or by contacting the Procurement Services Division at (916) 808-6240

V.) Insurance Requirements

During the entire term of this Contract, CONTRACTOR shall maintain the insurance coverage described in this section. ***The sole exception is for delivery of supplies via a common carrier.***

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Contract. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Contract.

a.) Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the CONTRACTOR, its sub-consultants, and subContractors, products and completed operations of CONTRACTOR, it's sub-consultants, and subContractors, and premises owned, leased, or used by CONTRACTOR, it's sub-consultants, and subContractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide Contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker's Compensation policy shall include a waiver of subrogation in favor of the CITY. *If no work or services will be performed on or at CITY facilities or CITY Property, The CITY Representative may waive this requirement.*

b.) Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subContractors; products and completed operations of CONTRACTOR, its sub-consultants, and subContractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and sub-Contractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

V.) Insurance Requirements

c.) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

d.) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section IV Insurance Requirements must be declared to and approved by the CITY in writing prior to execution of this Contract.

e.) Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in the bid instructions. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Contract, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates may also be faxed to (888) 355-3599,

or emailed to: certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The CITY may withhold payments to CONTRACTOR and/or cancel the Contract if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

f.) SubContractors

CONTRACTOR shall require and verify that all sub-consultants and subContractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection a.), above.

VI.) Special Provisions

Award

The City reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose bid(s) is/are most responsive to the needs of the City. Timely delivery is important and may influence the award.

Guarantee

a. The manufacturer and/or dealer delivering the equipment against these specifications shall guarantee that they met the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or dealer will be required to correct the same at its expense. Failure of the manufacturer and/or dealer to bring the equipment into full compliance with all the requirements set forth in this specification within their 30 days of delivery shall constitute cause for rejection of the equipment. In case the equipment is rejected, it shall be removed promptly from the City's premises at the manufacturer's and/or dealer's expense.

b. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.

Payment and Invoicing

Invoices, in triplicate, shall be mailed or delivered to the City of Sacramento, Department of Public Works, Fleet Management Division, 5730 24th Street, Building 1, Sacramento, CA 95822-3699.

Payment Terms

Payment terms are net 30 days unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.

Pricing

a. Prices are maximum for the first term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

b. The City may consider price adjustments, only after initial contract term, based **solely upon manufacturer price increase/decreases**. Successful Bidder shall provide the City a written request for any such manufacturer increases/decreases accompanied by information directly from the manufacturer. Such requests shall be addressed to Fleet Management and shall be accompanied by written verifications of said price increases issued by the manufacturer. A minimum (30) day notice period shall be required for such requests. Requests for price increases adjustments are subject to the review and approval of the City. If an increase is granted by the City, the increase in cost shall not increase greater than 3% from the prior year.

c. All prices quoted shall exclude Federal Excise Taxes. The City of Sacramento is exempt.

VI.) Special Provisions

Quantities

The quantity specified is based upon current known requirements and is subject to increase at the same terms and conditions if mutually agreeable to both parties within one (1) year of contract award. The City reserves the right to make additional purchases in accordance with the clauses titled "Contract Period", "Prices" and "Quantities" (additional).

Cooperative Purchasing

The use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification; and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

Conference (Pre-Award)

The apparent lowest responsible Bidder may be required to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

Drug-Free Workplace Policy

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug- free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to the use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

Contract Period

Any contract(s) resulting from this bid shall be effective for a period of (1) one year from the date of award.

Contract Extension

Upon mutual agreement of all parties and based on the original contract terms and conditions, this contract may be extended (4) four additional, (1) one-year terms. However, in no case shall the renewal extend beyond (5) five years from the date of award of the original contract.

VI.) Special Provisions

Purchase Order

a. A Purchase Order will be issued to the Contractor on the behalf of the City organization(s) who will be ordering the items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter; and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.

b. The Purchase Order does not supersede any provision of the resulting contract.

c. Performance time and dates are determined solely by the contract and any modification thereto.

d. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

Brand Names

Whenever in the specifications any material or process is indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words or "City Fleet Management approved equal."

The Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Sacramento, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Sacramento is the equal thereof in every respect.

Inspection

Vehicle/unit(s) shall be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of this specification. If deficiencies are found, it shall be the responsibility of the dealer to pick up the vehicle(s)/unit(s), make the necessary corrections and redeliver the vehicle/unit(s) for re-inspection and acceptance. Payment and/or commencement of a discount period (if applicable) will not be made until corrective action has been made.

Delivery

Delivery shall be made to the City of Sacramento Corporation Yard South, 5730 - 24th Street, Sacramento, California, or other sites as required, within the County of Sacramento, serviced and ready for immediate operation. The Fleet Management Division shall be given a minimum of twenty-four (24) hours-notice of the Contractor's intent to deliver the vehicles/unit(s).

F.O.B.

All items are to be supplied F.O.B. delivered to City of Sacramento, 5730 24th Street, Building 1, Sacramento, California, prepaid and freight allowed. Bidder shall coordinate delivery with Fleet Management 24 hours in advance.

Warranty

VI.) Special Provisions

a. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Sacramento regardless of the method of delivery for each unit. Warranty time to start when vehicle(s) are placed in operation, not delivered.

b. The complete vehicle and components shall be guaranteed under standard factory and/or dealer warranty and a copy of manufacturer's warranty policy shall be delivered with each vehicle.

c. The successful bidder shall list the nearest factory trained authorized repair facilities and guarantee there will be adequate parts inventory to perform warranty repairs and provide product support for the time units are covered under manufacturers standard and extended warranties.

d. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or part thereof.

Nearest Authorized Service Center Downtown Ford Sales

Address 525 N. 16th St

Sacramento CA 95811

Contact Name Wade Pendelton

Contact Phone 916 442-6931

e. If the City of Sacramento is required to deliver a unit for warranty work, vendor shall reimburse City of Sacramento at the rate of $98.00 per hour for pick-up and delivery time involved.

f. City of Sacramento shall be furnished a "no-charge" copy of the work describing type of repair and parts replaced.

Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, Ecologic, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services

VI.) Special Provisions

that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf or by contacting the Procurement Services Division at (916) 808-6240.

VII.) Technical Specifications

User's List

Bidder will provide, with the bid, a user's list showing the names and addresses other municipalities or person(s) in the surrounding area using the bid product. This may be used, as a reference list by the City and consideration will be given to the number of users in this area.

Demonstration

At the request of the City the bidder may be required to provide a demonstration of the product bid. At the request of the City, failure to provide a demonstration as soon as reasonably possible but not to exceed thirty (30) days from the time of the request or failure of the product to perform satisfactorily during the demonstration may be grounds for bid rejection.

Regulations

The unit furnished to meet these specifications, including all equipment and accessories, will comply with all current and applicable Federal, State and local regulations including (1) California Vehicle Codes; (2) California Air Resources Board; (3) Cal-Osha standards as applicable; (4) National Highway Traffic Safety Administration; (5) Federal Motor Vehicle Safety Standards and Regulations; (6) California Environmental Protection Agency Air Resources Board and any other legal requirements that may apply.

Vendor / Dealer will be responsible for vehicle / equipment compliance with all applicable codes, regulations, laws, etc., governing such vehicle / equipment at the time of delivery. Acceptance of such vehicle / equipment by the City will not relieve Dealer / Vendor of the responsibility of items that do not meet such requirements. Should any of these specifications conflict with any code, regulation, law, etc., the Dealer / Vendor will notify the City before manufacturing starts. Dealer / Vendor will not be held responsible for changes required by codes, laws, regulations, etc., to vehicle / equipment after the time of delivery.

Labels

Unless otherwise specified herein, all labeling will be permanent placard type nameplates. Labels will be engraved metal or engraved laminated plastic and will not utilize glues or press-on attachments. Hand engraving is not acceptable. The body manufacturer will be registered with the National Highway Traffic Safety Administration. The completed unit will be affixed with a label certifying compliance with all applicable Federal Motor Vehicle Safety Standards and displaying vehicle identification and weight ratings.

Warranty and Other Requirements:

The regular manufacturer's warranty will be furnished for each unit.

a. Minimum of one (1) year parts and labor commencing from the in-service date of the unit, specified by Fleet Management.
b. If any component standard warranty exceeds one (1) year, that standard warranty will supersede the minimum requirements in these specifications.
c. Vendor/Dealer will be responsible for transportation and associated costs from the City facility to the designated warranty repair facility and return to the City facility for the unit(s) bid throughout the entire warranty period including extensions.
d. In the event that a unit should become disabled in an area covered by warranty and Vendor/Dealer cannot perform the warranty repair within the warranty period, the Vendor/Dealer shall cover the warranty repair according to when the issue is initially reported to the Dealer/Vendor by the City and not at the time of repair.

e. Paint shall be covered for adhesion and corrosion. Vendor/Dealer shall provide documentation of paint warranty coverage, term of warranty, and the process used for applying the paint. The bidder will be responsible for the pre-mature failure of the paint due to incorrect preparation, application, mixing, or materials. Bidder will not be responsible for the failure of the specified paint due to manufacturer's product defects.

Questions

After a successful bidder has been awarded a bid, should at any time during the construction process that vendor have a question or doubt about any of the specifications listed in this document they will notify the Fleet Management Office at (916) 808-1163 for clarification before continuing. All questions prior to the bid award will be directed to the Contracts and Procurement Specialist agent listed on the front of this Invitation for Bid.

City Fleet Management Approved Equal / Equivalents

All components specified that include the language "City Fleet Management approved equal" and/or City approved equal "equivalent" will mean the same in configuration, specifications and minimum performance of the component. Any deviation from the minimum City proposed specifications, shall be stated under the Dealer Proposed Specifications (Exception) for the City's review. Equivalents and any modifications from the specifications stated herein shall be evaluated and approved by the Fleet Management Office at (916) 808-8465 before that equivalent may be used.

Meetings and Inspections

a. A pre-production meeting may be required by the City of Sacramento, Fleet Management to discuss the specifics of how the trailer will be built before construction starts.
b. A pre-delivery inspection may be required by Fleet Management just prior to the delivery of the equipment for specification compliance.
c. Vendor/Dealer shall supply production photos of each unit during production upon City request.
d. It will be the responsibility of the Dealer/Vendor to contact the City for these inspections. Please contact the Fleet Management Office @ (916) 808-8465 when any vehicle/equipment is ready for inspection(s).
e. During body installation, modification or manufacturing, it is the responsibility of the bidder to notify the City of any problems, concerns, delays and proposed changes to specification requirements as quickly as possible AND before "change" work is started.
f. Authorized representative(s) of the City of Sacramento shall be permitted to inspect the bidder's facility and/or plant prior to the award of this bid. After the award of the bid, authorized representative(s) of the City shall be permitted to inspect the bidder's facility and/or plant on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved, and if recurring problems persist, this may be ground for terminating this agreement.

Specification

The base specification represents the most common build to be ordered by the City. The City reserves the right to DEDUCT or ADD any option item, a group of option items, or all option items prior to place the order. And deduction of option items will be based on the availability of funding and operational need.

VII.) Technical Specifications

MINIMUM REQUIREMENTS

This specification will be referred as the "base specification" and represents the most common builds required by the City. The City reserves the right to add or delete options as required.

Bidder shall complete bid factually and indicate compliance with City proposed minimum specifications by circling "yes" or "no." Any deviation from the City proposed minimum specification including model and part numbers shall be listed under the Dealer Proposed Specifications column. **Failure to specify compliance and exceptions may result in the rejection of the bid.**

Item		City Proposed Minimum Specifications	Comply	Dealer Proposed Specifications
1	Scope	The following specifications cover the development and procurement of Police Interceptor Utility vehicles used for law enforcement in the City of Sacramento.	yes/no	
		New (unused) Model Year 2020 or current model year production	yes/no	
		Successful bidder shall be responsible for verifying dimensions, engine, transmission, suspension applications, wheelbase, frame requirements, and weight configurations of the Ford Police Interceptor Utility to be compatible with options in this specification	yes/no	
		Features – Minimum, all vehicles shall be equipped with all the current latest Ford Police Interceptor Utility standard equipment to the appropriate model offered unless specifically deleted as stated in this specification. Vendor shall supply a list of standard equipment. Optional equipment necessary to meet the requirements of this specification shall also be installed	yes/no	

VII.) Technical Specifications

2	**Powertrain**	Police standard, 3.3 V6 Direct-Injection FFV, Order Code 99B/44U **AND/OR** 3.3L V6 Direct-Injection Hybrid Engine System, Order Code 99W/44B (see pricing sheet)	yes/ no	
3	**Transmission**	Police standard, 6-Speed Automatic	yes/ no	10-Speed
4	**Drivetrain**	Police Standard (AWD) All wheel drive, Order Code K8A	yes/ no	
5	**Brakes**	Minimum, Police duty hydraulic brakes	yes/ no	
6	**Anti-lock brakes**	Police standard, anti-lock brake system	yes/ no	
7	**Tires/Wheels**	Manufacturer's standard Police Interceptor Utility wheels and tires. Set of Five HD 18" 5-spoke steel wheels with center caps. Tires shall be 255/60R18 all season BSW.	yes/ no	
8	**Exterior**	Manufacturers Police standard color on body: Agate Black. The roof panel and lower portion of both front doors below the window beltline shall be painted Manufacturer's Oxford White.	yes/ no	
9	**Included Options**	Climate control- Auxiliary Air Conditioning, Order Code 17A	yes/ no	
		Dome Light-Red/white in in cargo area, Order Code 17T	yes/ no	
		Glass solar tinted 2nd row, rear quarter and lift gate window, Order Code 92G	yes/ no	
		Hidden door lock plungers and inoperable rear door handles, Order Code 52P	yes/ no	
		Keyed alike- 1284x, Order Code 59B	yes/ no	
		Noise –suppression bonds (Ground straps) Order Code 60R	yes/ no	
		Rear view camera- image displayed in rearview mirror, Order Code 87R	yes/ no	
		Reverse sensing system, Order Code 76R	yes/ no	
		Side marker LED lamps- sideview mirrors, Order Code 63B	yes/ no	
		Spot lamp, LED bulb, Unity- Driver and front passenger, Order Code 51S	yes/ no	

VII.) Technical Specifications

		Front head lamp lighting solution, Order Code 66A	yes/ no	
		Police Wire Harness Connector Kit – Front/Rear, Order Code 67V	yes/ no	
		Ultimate Wiring Package, Order Code 67U	yes/ no	
		Front license plate, Order Code 153	yes/ no	
		Dark car feature- Courtesy light disable Order Code 43D	yes/ no	
10	**Headlamps**	**Minimum, shall not have daytime running lights**	yes/ no	
11	**Emissions**	CA emissions Order Code 422	yes/ no	425 - 50 State
12	**License Plates**	Vehicle shall be delivered to location below with all DMV paperwork completed for California DMV "EXEMPT" plates. Temporary plates if applicable will be supplied at delivery	yes/ no	
13	**Registration**	Vehicle shall be registered with the State of California DMV as follows: City of Sacramento 5730 24th Street Building 1 Sacramento, CA 95822	yes/ no	
14	**Warranty**	Ford Police Interceptor Utility standard three (3) year parts and labor, Bumper to Bumper. Warranty time to start when vehicle(s) are placed in operation, not delivered.	yes/ no	
		Powertrain standard, no deductible, five (5) year 100,000 miles parts and labor.	yes/ no	
		Ford Policy Interceptor Utility Hybrid standard five (5) year, 100,000 miles Hybrid Unique Components	yes/ no	
		Vendor/Dealer will be responsible for transportation and associated costs from the City facility to the designated warranty repair facility and return to the City facility for the unit(s) bid throughout the entire warranty period including extensions.	yes/ no	

VII.) Technical Specifications

15	**Orders**	Orders shall be placed using The City of Sacramento end user fleet identification number (FIN) code QA954. DORA shall be provided to Fleet Management for each vehicle ordered with corresponding PO number once the order has been placed with the manufacturer.	**yes/ no**	

VIII.) Items Requiring Bidder's Response

Incomplete information may render a bid "non-responsive" and be rejected.

1.) Business Operations Tax Certificate ("BOTC")

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

Proof of a valid BOTC must be submitted by the successful bidder within ten working days of the Notice of Intent to Award.

2.) Local Business Sales/Use Tax Deduction

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento?

☐ **NO** ☒ **YES, 1% bid preference**

If the answer is "Yes", please provide the street address of this Sacramento location:

525 N. 16th St, Sacramento CA 95811

3.) Local Business Enterprise (LBE) program preference / participation

This is NOT APPLICABLE since the anticipated amount of the bid/contract is to be $100,000.00 or greater.

VIII.) Items Requiring Bidder's Response

4.) Prompt Payment Discount

Do you offer a prompt payment discount for purchases made by the City of Sacramento?

☐ **NO** (Net 30 days) ☒ **YES**

If yes: The discount is 2 % -- ***or***-- $_____ for payment within 20 calendar days computed from the date that the delivery is accepted by the City or the date that a correct invoice is received by the proper City department (the "Bill To:" address on the PO), whichever is later.

NOTE: Discounts for payments made in less than 20 calendar days will not be considered as part of the bid evaluation.

5.) Electronic Funds Transfer (EFT)

Do you have the ability to accept electronic payments (EFT)?

☐ **NO** ☒ **YES**

If yes: The discount offered for EFT is 0 %.

NOTE: this information is for informational purposes only; there is no bid preference offered.

6.) Q&A information was reviewed and incorporated in the bid response

☒ **N/A**, no Q&A was posted.

☐ **YES**, the last Q&A set number reviewed was number ____.

7.) Addenda are acknowledged and incorporated in the bid response

☒ **N/A**, no addenda were posted.

☐ **YES**, the last addendum received was number ____.

VIII.) Items Requiring Bidder's Response

8.) Certificate of Insurance

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the **Section IV.) Insurance Requirements** within ten working days after Notification of Intent to Award.

9.) Insurance Coverage Waivers

a.) **GENERAL LIABILITY**: No general liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

_____ **(CONTRACTOR initials)**

b.) **AUTOMOBILE**: No automobile liability insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that a private motor vehicle will not be used in the delivery of supplies or performance of any work or services under this Contract. Any deliveries of supplies shall be via common carrier."

_____ **(CONTRACTOR initials)**

c.) **WORKERS' COMPENSATION**: No Worker's Compensation insurance shall be required if the CONTRACTOR completes the following certification:

"I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance."

_____ **(CONTRACTOR initials)**

d.) **WORKERS' COMPENSATION**: No Waiver of Subrogation in favor of the CITY shall be required if no work or services will be performed on or at CITY facilities or CITY Property.

"I certify that all items supplied under this Contract shall be shipped via a common carrier as defined by the Interstate Commerce Commission. In addition, no term or condition of this Contract will require or compel any employees of the Contractor to be on City property for business reasons."

_____ **(CONTRACTOR initials)**

10.) Bid bond

☒ **N/A,** no bid bond is required for this IFB.

☐ **YES**, a bid bond is required and has been submitted with this bid response.

VIII.) Items Requiring Bidder's Response

11.) DECLARATION OF COMPLIANCE Equal Benefits Ordinance

Name of Contractor: Downtown Ford Sales

Address: 525 N 16th St, Sacramento CA 95811

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto in Section IV.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

   c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

   d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

   e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future Contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature:			
Printed Name:	Sandra Scott		
Title:	Fleet Manager	**Date:**	4/1/19

VIII.) Items Requiring Bidder's Response

12.) Pricing Schedule

All pricing is to be in U.S. dollars.

Pricing is for furnishing the City of Sacramento with Ford Police Interceptor Utility Vehicles in accordance with the provisions and specifications contained herein.

The bid items listed are for evaluations purposes only. Quantities and items are specified are an annual estimate of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit price quoted in accordance with availability of funding and actual needs as they occur throughout the contract period. Quantities are yearly estimates and are subject to change as necessary.

Prices shall be inclusive (i.e. tax, freight, shipping charges, handling, special fees or any other related costs, etc.).

To Calculate the Extended Cost: Multiply the Unit Cost by the Quantity.

ITEM NO.	QTY	DESCRIPTION	UNIT COST	EXTENDED PRICING
1	40	New latest model Ford Police Interceptor Utility vehicle - **AWD 3.3L V6 Direct-Injection FFV**, In Accordance with The Attached Specifications: Make & Model: Ford Police Interceptor UT Year: 2020 Vendor guarantees delivery 168 days ARO. see attachment	$33,674.00	$1,346,960.00
		8.75% Tax	$ 2946.47	$ 117,859.00
		Freight/Shipping	$ 0	$ 0
			TOTAL NET PRICE:	$ 1,464,819.00
1	40	New latest model Ford Police Interceptor Utility vehicle - **AWD 3.3 V6 Direct-Injection Hybrid Engine System** In Accordance with The Attached Specifications: Make & Model: Ford Police Interceptor UT Year: 2020 Vendor guarantees delivery 168 days ARO. see attachment	$36,727.00	$1,469,080.00
		8.75% Tax	$ 3213.61	$ 128,544.50
		Freight/Shipping	$ 0	$ 0
			TOTAL NET PRICE:	1,597,624.50

VIII.) Items Requiring Bidder's Response

Pricing is requested for the items listed below to ADD the requested option(s) to the base specification listed in the minimum requirements on pages 26-29.

ITEM	QTY	OPTIONS to ADD to Base Specification	UNIT COST
A	1	VSO color: Vermillion Red	$ 0
B	1	Exterior Color: Oxford White	$ 0
C	1	Exterior Color: Agate Black	$ 0
D	1	Exterior Color: Iconic Silver Metallic	$ 0
E	1	Interior upgrade package, first and second row carpet floor covering, cloth seats rear, center console with finish plate and two cup holders, floor mats carpet front and rear, Order Code 65U.	$ 411
F	1	Remote keyless-Entry key FOB (w/o Keypad, less PATS) Order Code 595	$ 357
G	1	Tail Lamp/ Police Interceptor Housing Only, Order Code 86T	$ 64
H	1	100-Watt siren / speaker, Order Code 18X	$ 330
I	1	Ballistic Door Panels (Level III+) - Driver & Passenger Front Doors, Order Code 90E	$ 3338
J	1	Premium Maintenance Plan, 6 years/ 100,000 miles with 13 visits per year* **Note: To be used on City of Sacramento undercover vehicles only.*	$ 1528

Pricing is requested for the items listed below to DELETE the requested option(s) from the base specification listed in the minimum requirements on pages 26-29.

ITEM	QTY	OPTIONS to REMOVE from Base Specification	UNIT CREDIT
K	1	Delete Entire Rear Seat N/A	<$ — >
L	1	Hidden door lock plungers and inoperable rear door handles, Order Code 52P	<$ 135 >
M	1	Keyed alike- 1284x, Order Code 59B	<$ 43 >
N	1	Side marker LED lamps- sideview mirrors, Order Code 63B	<$ 245 >
O	1	Spot lamp, LED bulb, Unity- Driver and front passenger, Order Code 51S	<$ 524 >
P	1	Police Wire Harness Connector Kit –Front/Rear, Order Code 67V	<$ 156 >
R	1	Ultimate Wiring Package Order Code 67U	<$ 474 >

VIII.) Items Requiring Bidder's Response

13.) Authorized Signature Executing Contract

To the City of Sacramento:

The undersigned potential Contractor (bidder) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the Contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the Contract for which bids are called shall be subject to all sections of this Invitation For Bid as well as any Addenda, Amendments, published Q&A or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents are referred to herein as the Contract Documents, are fully incorporated herein by this reference, and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder:

Name of Contractor:	Downtown Ford Sales		
Address:	525 N 16th ST		
City / State / ZIP:	Sacramento CA 95811		
Phone:	9164426931	**Fax:**	
Email address:			
Fed. Tax ID #:	94-1586562	**State Tax ID #:**	SRKH28-6000344
City of Sacramento Business Operations Tax Certificate #:			
Type of Business Entity (Check one):	☐ Individual/Sole Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Co ☐ Other (specify): _____		

By: _____

Signature:			
Printed Name:	Sandra Scott		
Title:	Fleet Manager	**Date:**	4/1/19

The person signing this Contract for the CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of its obligations herein.

Incomplete information may render a bid "non-responsive" and be rejected.

IX.) Contract Approval and Attestation – For City Use Only

FOR CITY USE ONLY UPON AWARD OF A CONTRACT

The Bid was opened on April 3, 2019.

Bid Bond Required: [X] No; [ ] Yes - Amount: $ _____

Received: [ ] Cashiers or Certified Check drawn on a California bank;

Or [ ] Surety Bond

_____

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: Ford Police Interceptors Utility Vehicles

Contract Not-to-Exceed Amount: $ 7,363,765

Award Date: 5/14/2019

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
Jennifer Gore		DocuSigned by: 05/24/19
City Attorney	City Manager (Or Authorized Designee)	City Clerk

Ranger	F2	E5	E5 – 5/20	7/1	14-16 weeks	
SUPER DUTY	F3	KTP: K5 Ohio:L2 LPO: K2	D4 – 4/22	7/1	14-16 weeks	**EBO paint – Magma Red Paint option E2** Final orders due 12-13-18 The reason for the EBO is to make room for a new paint **4-5-19 - Final order due date for 40 gal AFT of axle fuel tank standard on chassis cab– High risk constraint** **Possible 14-16 week delay for 40 gal AFT of axle fuel tank, please consider option 65M Mid Ship fuel tank for sooner delivery.** Pls note: Restricted paint will be scheduled in batches and may result in a scheduling delay of 6 or more weeks. Green (PN4GW), Orange (PN4GX), Vermillion Red (PNEGC), Yellow (PN4GY), School Bus Yellow (PNAHF), Green Gem (PN4DA). Pacific Gas/Electric Blue (PN4GC)
Transit	G2	K3	E5–5/27	7/1, 8/5	18-20 weeks	High roof & High roof jumbo van

2020 MODEL YEAR

Aviator	F2	TBD	F1–6/3	3/4 – 5/5, 7/1	14-16 weeks	**PHEV not available until July 2019 (G1)**
EcoSport	G1	TBD	G1-7/1		20-22 weeks	**Job 1 7/1/2019**
Explorer	G4	TBD	F1–6/3	3/4 – 5/5, 7/1	20-22 weeks	**Base (K7B, K8B), XLT (K7D, K8D) will not schedule until June production (F1–F4) at the earliest due to 2020MY start-up restrictions.** **FHEV not available until June 2019 (F1)**
Explorer Police	H1	TBD	F1-6/3	3/4 – 5/5, 7/1	22-24 weeks	Job 1 5/6/2019 **FHEV and 3.3L gas engine not available until June 2019.**
Transit Connect	F1	TBD	E5–5/27		20-22 weeks	School Bus Yellow: Incremental 8 weeks Job 1 5/6/2019

[1] First available production week at the plant (not to be confused with "First Available Priority Code"). "First Available Priority Code" is often beyond the first available production week at the plant due to incoming orders exceeding weekly/monthly allocation. This is a point of reference determine when order(s) may be submitted to the plant.
[2] Every effort is made to accurately estimate the lead times, and reflect longer lead times of specific commodities. In the absence of adjusted lead times for commodities, please use the high, medium, or low risk as a guide.
[3] High-risk commodity has a lower probability of scheduling. Low-risk commodity has a higher probability of scheduling. Refer also to the *Product Information* section in the Fleet DNB for current material hold information.

DOWNTOWN FORD SALES

525 NORTH 16TH STREET

SACRAMENTO CA 95811

916-442-6931

4/3/19

SANDRA SCOTT, FLEET MANAGER

sandra.scott@dtfords.com

Table of Contents

A	BID INSTRUCTIONS
B	TECHNICAL SPECIFICATIONS
C	BIDDER'S RESPONSE
D	CONTRACT APPROVAL AND ATTESTATION
E	VEHICLE PRODUCTION LEAD TIME
F	USER'S LIST
G	PAINT WARRANTY
H	BUSINESS OPERATIONS TAX CERTIFICATE
I	FACTORY ORDER GUIDE
J	GAS VEHICLE INFORMATION
K	HYBRID VEHICLE INFORMATION

VII.) Technical Specifications

User's List

2020 Ford Police Interceptor Utility

Contra Costa County

2467 Waterbird Way

Martinez CA 94553

Victor Tetteh

925.313.2153

Purchase Order Number P014299

Sandra Scott

Fleet Manager

4/1/19

Date

AFTERMARKET PAINT WARRANTY

TYPE

PPG FLEET LINE

PROCESS

BASE / CLEARCOAT

WARRANTY

LIFETIME COLLISION

LIFETIME CORROSION

Sandra Scott

Fleet Manager

4/1/19

Date

MUST BE POSTED IN CONSPICUOUS PLACE

2857

SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name	DOWNTOWN FORD SALES
Business Address	525 N 16TH ST
Owner	DOWNTOWN FORD SALES
Type of Business	AUTO DEALER
Tax Classification	401

FROM Mo. Day Yr.	TO Mo. Day Yr.
07/01/2018	06/30/2019

Expires

CITY OF SACRAMENTO

DOWNTOWN FORD SALES
525 N 16TH ST
SACRAMENTO, CA 95811

VOID IF NOT VALIDATED
JUN 28 2018
PAID

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

2857

TOTAL
PAID: $5,004.00

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

POLICE INTERCEPTOR CONTENT

Unique Police Interceptor Utility Features Include:

MODEL/SERIES/AVAILABILITY

- 3 Available Models
  - 3.3L V6 Direct-Injection Hybrid Engine System (AWD)★
  - 3.3L V6 Direct-Injection FFV AWD★
  - 3.0L V6 EcoBoost® AWD★
- 1 Available Series
  - 500A

MECHANICAL

- ★ 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System – Standard (Hybrid technology is optimal for performance and long days spent idling on the job)
- AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
- ★ Transmission – 10-speed automatic, police calibrated for maximum acceleration and faster closing speeds
- ★ Lithium-Ion Battery Pack
- ★ Brakes – Police calibrated high-performance regenerative braking system
- 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
- Brake Rotors – large mass for high thermal capacity and calipers with large swept area.
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- ★ DC/DC converter – 220-Amp (in lieu of alternator)
- ★ H7 AGM Battery (Standard; 800 CCA/80-amp)
- ★ H8 AGM Battery (Available; 850 CCA/92-amp)
- Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
- Engine Idle Hour Meter
- Engine Hour Meter
- Powertrain mounts – Heavy-Duty
- ★ Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity
- Wheels
  - Heavy-duty steel, vented with center cap
  - Full size spare tire w/TPMS
- ★ 50-State Emissions System

INTERIOR FEATURES

- ★ Cargo Area – Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area
- Column Shifter
- Seats
  - Front – Police grade cloth – 6-way power-adjustable Manual lumbar, seatback foam designed to comfortably accommodate a utility belt
  - Built-in steel intrusion plates in both front-seatbacks
  - 2nd Row – Police grade vinyl, offers easy care for cleaning
- Flooring – Heavy-Duty vinyl; offers ease of cleaning and long-term durability
- Liftgate access with manual lock cylinder
- Simple Fleet Key (w/o microchip, easy to replace, 4-keys)
- Speedometer – Certified, digital readout in message center and analog guage
- Universal equipment tray atop instrument panel (ideal for radar and other police equipment)

POLICE UPFIT FRIENDLY

- Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)
- Console mounting plate
- Dash pass-thru opening for aftermarket wiring
- Headliner – Easy to service
- Integrated LED police flashers (available)
- ★ Rear-center seat delete (available)
- Taillamps – Integrated police flashers (available)
- Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard).

TECHNOLOGY

- ★ Ford Telematics™ – Includes Fleet Telematics Modem and complimentary 2-year subscription
- ★ Police Perimeter Alert (available; detects and analyzes motion in an approximately 270-degree radius on sides and back of vehicle)
- ★ Rear Camera On-Demand (available)
- Front Interior Visor Light Bar (LED) Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programmable (available; Red/Blue/White LED lights)
- ★ Rear Auxiliary Liftgate Lights (available; Red/Blue LED Lights; located beneath liftgate glass in applique panel)
- Rear Spoiler Traffic Warning Lights (LED) – Fully integrated in rear spoiler for enhanced visibility; Provides red/blue/amber directional lighting – fully programmable (available)
- ★ Pre-Collision Assist with Pedestrian Detection (available; includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use)
- BLIS® – Blind Spot Monitoring with Cross-traffic Alert (available)
- ★ Bluetooth ® Interface – Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
- Unique Steering Wheel (with 4-remappable latching switches)

SAFETY/SECURITY HIGHLIGHTS

- 75-mph Rear-impact Crash Tested
  Note: The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes
- AdvanceTrac® w/RSC® (Roll Stability Control®) police tuned gyroscopic sensors work seamlessly with the ABS
- Ballistic Door-Panels (National Institute of Justice (NIJ) certified to stop Type III, IV, all lesser NIJ rounds, as well as additional special threat rounds) (available)
- Exterior Key Locks – Driver, passenger and liftgate
- Police Engine Idle feature (available)
- Rear Video Camera with Washer (standard)
- Reverse Sensing (available)

GENERAL

- Underbody deflection plate no longer standard on EcoBoost® models (order 76D)
- Front Headlamp Lighting Solution now includes Red/Blue/White LED Strobes

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

POWERTRAIN CARE EXTENDED SERVICE PLAN

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.fmcdealer.com for the most current information.

★ = *New for this model year*

STANDARD EQUIPMENT

The following items are std. 2020MY POLICE INTERCEPTOR UTILITY vehicle:

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- ★ Class III Trailer Hitch Receiver
- Column Shifter
- ★ DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- ★ H7 AGM Battery (800 CCA/80-amp)
- ★ Lithium-Ion Battery Pack
- Suspension – independent front & rear
- ★ Transmission – 10-speed automatic
- Transmission Oil Cooler

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (MIC)
- Door Handles – Black (MIC)
- Exhaust, True Dual (down-turned)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- ★ Headlamps – Automatic, LED Low-and-High-Beam
  Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
  - — Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
  - — Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
  - — Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
    Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – (MIC)
- Tail lamps – LED
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks in cargo area
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks
  - — Power
  - — Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
  - — Overhead Console
  - — Red/White Task Lighting in Overhead Console
  - — 3rd row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-door closeout panels

INTERIOR/COMFORT (continued)

- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
  - — 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
  - — 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
  - — 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
  - — Built-in steel intrusion plates in both driver/passenger seatbacks
  - — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- ★ Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped; set to "on")
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rearview Camera with Washer viewable in 4.2" center stack.
  Note: Rearview Camera viewable in rearview mirror (available) – order 87R (no-charge option)
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
  - — AM/FM / MP3 Capable / Clock / 4-speakers
  - — Bluetooth® interface★— Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
  - — ★ USB Port — (1)
  - — 4.2" Color LCD Screen Center-Stack "Smart Display"
- Easy Fuel® Capless Fuel-Filler
- ★ Ford Telematics™ – Includes Fleet Telematics Modem and complimentary 2-year subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- ★ Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

★ = New for this model year

EQUIPMENT GROUP

Series	Option Code	Police Interceptor 500A
Police Interceptor Utility AWD	K8A	S
AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH Top Speed)	99W/44B	S
AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) **Note:** Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	99B/44U	O
AWD 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed) **Note:** Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank)	99C/44U	O
EQUIPMENT GROUP		
Interior Upgrade Package • 1st and 2nd Row Carpet Floor Covering • Cloth Seats – Rear • Center Floor Console less shifter w/unique Police console finish plate • Includes Console and Top Plate with 2 cup holders • Floor Mats, front and rear (carpeted) • Deletes the standard console mounting plate (85D) • SYNC® 3★ – Enhanced Voice Recognition Communications and Entertainment System – 4.2" Color LCD Screen Center-Stack "Smart Display" – AppLink® – 911 Assist® **Note:** Non-SYNC Bluetooth® interface is standard; 65U replaces standard Bluetooth® interface with SYNC® **Note:** SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and Applink® software. **Note:** Not available with options: 67H, 67U, 85R	65U	O
Front Headlamp Lighting Solution • Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included **Note:** Not available with option: 67H **Note:** Recommend using Ultimate Wiring Package (67U)	66A	O
Tail Lamp / Police Interceptor Housing Only • Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) **Note:** Not available with options: 66B and 67H	86T	O
Tail Lamp Lighting Solution • Includes LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps • LED lights only. Wiring, controller "not" included **Note:** Not available with option: 67H, 86T **Note:** Recommend using Ultimate Wiring Package (67U)	66B	O
Rear Lighting Solution • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included **Note:** Not available with option: 67H **Note:** LED lights only – does "not" include wiring or controller **Note:** Recommend using Ultimate Wiring Package (67U)	66C	O
Ready for the Road Package: **All-in Complete Package – includes Police Interceptor Packages: 66A, 66B, 66C, plus** • Whelen Cencom Light Controller Head with dimmable backlight • Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat) • Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails • High current pigtail • Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head • Pre-wiring for grille LED lights, siren and speaker (60A) • Rear console plate (85R) – contours through 2nd row; channel for wiring • Grille linear LED Lights (Red / Blue) and harness • 100-Watt Siren / Speaker • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) **Note:** Not available with options: 66A, 66B, 66C, 67U and 65U	67H	O

★ = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

EQUIPMENT GROUP

EQUIPMENT GROUP (Continued)		
Ultimate Wiring Package **Includes the following:** • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine compartment • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller – Recommend Police Wire Harness Connector Kit 67V **Note:** Not available with options: 65U, 67H	**67U**	O
Police Wire Harness Connector Kit – Front/Rear **For connectivity to Ford PI Package solutions includes:** • **Front** – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • **Rear** – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector **Note:** Note:See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	**67V**	O
KEY EXTERIOR OPTIONS		
Engine Block Heater	**41H**	O
License Plate Bracket – Front	**153**	O
Lamps / Lighting		
Dark Car Feature – Courtesy lamps disabled when any door is opened	**43D**	O
Daytime Running Lamps	**942**	O
Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light)	**17T**	O
Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) **Note:** Requires 60A	**21L**	O
Front Interior Visor Light Bar (LED) • Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programable. (Red/Red or Blue/Blue operation. White "take down" and "scene" capabilities) **Note:** Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) **Note:** Front/Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U) **Note:** Not available with option 76P	**96W**	O
Pre-wiring for grille LED lights, siren and speaker	**60A**	O / P-66A / P-67H / P-67U
★**Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel)** • LED lights only. Wiring, controller "not" included **Note:** Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	**43A**	O
Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue) • LED lights only. Wiring, controller "not" included **Note:** Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	**63L**	O
Rear Spoiler Traffic Warning Lights (LED) • Fully integrated in rear spoiler for enhanced visibility • Provides red/blue/amber directional lighting – fully programmable **Note:** Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) **Note:** Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	**96T**	O
Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) • Located on exterior mirror housing • LED lights only. Wiring, controller "not" included **Note:** Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	**63B**	O
Spot Lamp Prep Kits		
Spot Lamp Prep Kit, Driver Only **Note:** Does not include spot lamp housing and bulb	**51P**	O
Spot Lamp Prep Kit, Dual Driver and Passenger **Note:** Does not include spot lamp housing and bulbs	**51W**	O
Spot Lamp – LED Bulb:		
Driver Only (Unity)	**51R**	O
Driver Only (Whelen)	**51T**	O
Dual (driver and passenger) (Unity)	**51S**	O
Dual (driver and passenger) (Whelen)	**51V**	O

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EQUIPMENT GROUP

EQUIPMENT GROUP		
Body		
Glass – Solar Tint 2nd Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	**92G**	O
Glass – Solar Tint 2nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window	**92R**	O
Underbody Deflector Plate (engine and transmission shield)	**76D**	O
Wheels		
Wheel Covers (18" Full Face Wheel Cover) **Note:** Only available with the standard Police wheel, not available with 64E	**65L**	O
18" Painted Aluminum Wheel **Note:** Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	**64E**	O
Audio / Video		
Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) **Note:** This option replaces the standard display in the center stack area. **Note:** Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	**87R**	O
★Rear Camera On-Demand – allows driver to enable rear camera on-demand	**19V**	O
Doors / Locks		
Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) **Note:** Not available with 68G – includes all content of 68G **Note:** Can manually remove window or door disable plate with special tool **Note:** Locks/windows operable from driver's door switches	**52P**	O / P-67H
Rear-Door controls Inoperable (locks, handles and windows) **Note:** Not available with 52P. **Note:** Can manually remove window or door disable plate with special tool **Note:** Locks/windows operable from driver's door switches	**68G**	O
Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless)	**18D**	O
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs) **Note:** Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike	**55F**	O
Keys (Note: Can be ordered with Remote Keyless-Entry – 55F)		
Keyed Alike – 1435x	**59E**	O
Keyed Alike – 1284x	**59B**	O
Keyed Alike – 0135x	**59D**	O
Keyed Alike – 0576x	**59F**	O
Keyed Alike – 1111x	**59J**	O
Keyed Alike – 1294x	**59C**	O
Keyed Alike – 0151x	**59G**	O
Flooring / Seats		
1st and 2nd row carpet floor covering (includes floor mats, front and rear)	**16C**	O / P-65U
2nd Row Cloth Seats	**88F**	O / P-65U
Power passenger seat (8-way) w/2-way manual recline and lumbar)	**87P**	O
Front Console Plate – Delete **Note:** Not available with option: 67H, 67U, 85R	**85D**	O / P-65U
★Rear Center Seat Delete (includes molded trim floor panel in lieu of seat)	**85S**	O
Rear Console Plate **Note:** Not available with option: 65U, 85D	**85R**	O / P-67H / P-67U
Safety & Security		
Ballistic Door-Panels (Level III+) – Driver Front-Door Only[1]	**90D**	O
Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors[1]	**90E**	O
Ballistic Door-Panels (Level IV+) – Driver Front-Door Only[2]	**90F**	O
Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors[2]	**90G**	O
BLIS® – Blind Spot Monitoring with Cross-traffic Alert **Note:** Includes manual fold-away mirrors, w/heat, w/o memory, w/o puddle lamps	**55B**	O

[1] Tested and meets the requirements of NIJ Standard 0108.01 Level III:
- 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr)

Per LAPD requirements, they're also designed to withstand special threat rounds:
- 7.62 x 39 mm MSC 7.9g (Type 56)
- 5.56 x 45 mm M193 3.36g
- 5.56 x 45mm M855 4g

[2] Tested and meets the requirements of NIJ Standard 0108.01 Level IV:
- .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g)

Designed to withstand special threat rounds:
- 7.62 x 54R LPS 9.65g
- 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr)

In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2.

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EQUIPMENT GROUP

EQUIPMENT GROUP		
Safety & Security (continued)		
★Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	**68B**	O
★Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) **Note:** Not available with option 96W	**76P**	O
Mirrors – Heated Sideview **Note:** Not required when ordering BLIS® (heated mirror is included with BLIS®)	**549**	O
Perimeter Anti-Theft Alarm • Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn • Requires Keyless-Entry Key Fob (55F)	**593**	O
Police Engine Idle feature • This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	**47A**	O
Reverse Sensing System	**76R**	O
Misc		
Aux Air Conditioning **Note:** Now available with Cargo Storage Vault (63V).	**17A**	O
Badge Delete • Deletes the "Police Interceptor" badging on rear liftgate • Deletes the "Interceptor" badging on front hood (EcoBoost®)	**16D**	O
Cargo Storage Vault (includes lockable door and compartment light) **Note:** Now available with Aux Air Conditioning (17A).	**63V**	O
★Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	**52T**	O
★H8 AGM Battery (850 CCA/92-amp)	**19K**	O
Noise Suppression Bonds (Ground Straps)	**60R**	O
★Rear Bumper Step Pad	**16P**	O
100 Watt Siren/Speaker (includes bracket and pigtail)	**18X**	O / P-67H

AXLE AVAILABILITY

Final Drive Ratio = 3.73
HEV and 3.3L AWD Police Interceptor

Final Drive Ratio = 3.31
AWD EcoBoost® Police Interceptor

WHEEL AVAILABILITY

18" 5-spoke painted black steel wheels with center caps (5th wheel is full-size spare) – Standard

18" 5-spoke full face wheel covers with metal clips – Optional (65L)

18" painted Aluminum wheels, Optional (64E)

★ = New for this model year

COLOR & TRIM AVAILABILITY

Police Interceptor Utility	Police Interceptor Utility	Interior Color Charcoal Black
Cloth Front Buckets / Vinyl Rear	**Front** – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) **Passenger** – 2-way manual track (fore/aft. with manual recline) **Rear** – 35/30/35 Split Vinyl.	96
Cloth Front Buckets / Cloth Rear	**Front** – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar). **Passenger** – 2-way manual track (fore/aft. with manual recline) **Rear** – 35/30/35 Split Cloth	F6

COLOR OFFERINGS

EXTERIOR COLOR POLICE	Order Code	Charcoal Black Availability
Medium Brown Metallic	**BU**	■
Arizona Beige Metallic Clearcoat	**E3**	■
Vermillion Red	**E4**	■
Blue Metallic	**FT**	■
Smokestone Metallic	**HG**	■
Kodiak Brown Metallic	**J1**	■
Dark Toreador Red Metallic	**JL**	■
★Iconic Silver Metallic	**JS**	■
Norsea Blue Metallic	**KR**	■
Dark Blue	**LK**	■
Royal Blue	**LM**	■
Light Blue Metallic	**LN**	■
Silver Grey Metallic	**TN**	■
Sterling Grey Metallic	**UJ**	■
Agate Black	**UM**	■
Medium Titanium Metallic	**YG**	■
Oxford White	**YZ**	■

★ = New for this model year

■ = Available

EMISSIONS

EMISSIONS STANDARD/OPTIONAL EQUIPMENT

50-STATE EMISSIONS SYSTEM 425
Standard equipment in all states

NOTE: Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine (non-hybrid)

ENGINE BLOCK HEATER 41H

MISCELLANEOUS

COV Required 79V
Priced DORA C09

SNOW PLOW USAGE

Not recommended for snow plowing.

POWERTRAIN

FUEL ECONOMY

ENGINE DISPL.	TRANSMISSION	50-STATE F.E. LABEL ADJUSTED CITY	50-STATE F.E. LABEL ADJUSTED HIGHWAY	50-STATE ESTIMATED ANNUAL FUEL COST	50-STATE MEMO: UNADJUSTED COMBINED
AWD					
3.3L V6 Direct-Injection Hybrid Engine System (AWD)	10-Speed Automatic	TBD	TBD	TBD	TBD
3.3L V6 Direct-Injection FFV (AWD)	10-Speed Automatic	TBD	TBD	TBD	TBD
3.0L V6 EcoBoost® (AWD)	10-Speed Automatic	TBD	TBD	TBD	TBD

ENGINE HORSEPOWER AND TORQUE RATINGS

ENGINE DISPL.	TRANSMISSION	NOMINAL COMPRESSION RATIO	50-STATE HORSEPOWER H.P. @ RPM	50-STATE TORQUE FT. LBS. @ RPM
ALL				
3.3L V6 Direct-Injection Hybrid Engine System (AWD)	10-Speed Automatic	TBD	TBD	TBD
3.3L V6 Direct-Injection FFV (AWD)	10-Speed Automatic	TBD	TBD	TBD
3.0L V6 EcoBoost® (AWD)	10-Speed Automatic	TBD	TBD	TBD

★ = New for this model year

525 North 16th St, Sacramento, California, 958110592
Office: 916-442-6931
Fax: 916-442-0805

Utility
AWD Base(K8A)
Price Level: 20

Selected Equipment & Specs

FFV

Dimensions

* Exterior length: 198.8"
* Exterior width: 78.9"
* Exterior height: 69.4"
* Wheelbase: 119.1"
* Min ground clearance: 7.6"
* Front legroom: 40.9"
* Rear legroom: 40.7"
* Front headroom: 40.7"
* Rear headroom: 40.4"
* Front hiproom: 59.3"
* Rear hiproom: 59.1"
* Front shoulder room: 61.8"
* Rear shoulder room: 61.3"
* Passenger volume: 118.0cu.ft.
* Cargo volume: 52.0cu.ft.
* Cargo volume seats folded: 90.3cu.ft.
* Maximum cargo volume: 90.3cu.ft.

Powertrain

* 285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, gasoline direct injection
* Recommended fuel : regular unleaded
* ULEV II
* 10 speed automatic transmission with overdrive
* All-wheel drive
* Fuel Economy Cty: N/A
* Fuel Economy Highway: N/A
* Capless fuel filler

Suspension/Handling

* Front independent strut suspension with anti-roll bar, gas-pressurized shocks
* Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
* Electric power-assist rack-pinion Steering
* Front and rear 18 x 8 black steel wheels
* P255/60WR18 BSW AS front and rear tires

Body Exterior

* 4 doors
* Driver and passenger power remote, manual folding door mirrors
* Black door mirrors
* Lip rear spoiler
* Body-coloured bumpers
* Class III trailer hitch
* Clearcoat paint
* Front and rear 18 x 8 wheels
* 2 front tow hook(s)

Convenience

* Dual zone front automatic air conditioning with air filter
* Rear HVAC
* Auxiliary rear heater
* Cruise control with steering wheel controls
* Power windows
* Driver and passenger 1-touch up
* Driver and passenger 1-touch down
* Power door locks
* Manual tilt steering wheel
* Manual telescopic steering wheel
* Day-night rearview mirror with auto-dimming
* Wireless phone connectivity
* 2 1st row LCD monitors
* Dual visor mirrors
* Driver and passenger door bins

Seats and Trim

* Seating capacity of 5
* Front bucket seats
* 8-way 6-way power driver seat adjustment
* Manual driver lumbar support
* Power height adjustable driver seat
* 4-way passenger seat adjustment
* 35-30-35 folding rear split-bench seat
* Cloth seat upholstery
* Metal-look instrument panel insert

Entertainment Features

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equipment & Specs (cont'd)

* AM/FM stereo radio
* Steering wheel mounted radio controls
* Integrated roof antenna
* External memory control
* 4 speakers

Lighting, Visibility and Instrumentation

* LED low/high beam projector beam headlights
* LED brakelights
* Speed sensitive wipers
* Rear window defroster
* Light tinted windows
* Tachometer
* Low tire pressure warning
* Parking sensors
* Traction battery level gauge
* Fully automatic headlights
* Variable intermittent front windshield wipers
* Fixed interval rear windshield wiper
* Fixed rearmost windows
* Front and rear reading lights
* Camera(s) - rear with washer
* Trip computer
* Trip odometer

Safety and Security

* 4-wheel ABS brakes
* 4-wheel disc brakes
* ABS and driveline traction control
* Dual seat mounted side impact airbag supplemental restraint system
* Knee airbag supplemental restraint system
* Power door locks
* 3 manually adjustable rear head restraints
* Brake assist with hill hold control
* Electronic stability control
* Dual front impact airbag supplemental restraint system
* Curtain 1st and 2nd row overhead airbag supplemental restraint system
* Airbag supplemental restraint system occupancy sensor
* Manually adjustable front head restraints

Dimensions

General Weights

GVWR	6,840 lbs.	Payload	1,670 lbs.

Trailering Type

Type	Regular	Class	III
Hitch	Yes		

General Trailering

Towing capacity	5000 lbs.		

Fuel Tank type

Capacity	21.4 gal.	Capless fuel filler	Yes

Off Road

Min ground clearance	8 "	Load floor height	31 "

Interior cargo

Cargo volume	52.0 cu.ft.	Cargo volume seats folded	90.3 cu.ft.
Maximum cargo volume	90.3 cu.ft.	Length to rear seat	46.2 "
Maximum width	47.9 "		

Powertrain

Engine Type

Block material	Iron	Cylinders	V-6
Head material	Aluminum	Ignition	Spark

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Selected Equipment & Specs (cont'd)

Injection	Gasoline direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Yes		
Engine Spec			
Displacement	204 cu.in.		
Engine Power			
Output	285 HP @ 6,500 RPM	Torque	260 ft.-lb @ 4,000 RPM
Alternator			
Amps	250		
Battery			
Amp hours	80	Cold cranking amps	730
Engine Extras			
Oil cooler	Yes	Radiator	HD
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
Transmission Gear Ratios			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		
Transmission Extras			
Oil cooler	Regular duty		
Drive Type			
4wd type	Automatic full-time	Type	All-wheel drive
Drive Feature			
Traction control	ABS and driveline	Locking hub control	Permanent
Drive Axle			
Ratio	3.73		
Exhaust			
Material	Stainless steel	System type	Dual
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
fuel Economy			
Fuel type	Gasoline		
Fuel Economy (Alternate 1)			
Fuel type	E85		

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Selected Equipment & Specs (cont'd)

Driveability

Brakes

ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear

Brake Assistance

Brake assist	Yes	Hill hold control	Yes

Suspension Control

Ride	Regular	Electronic stability control	Stability control with anti-roll

Front Suspension

Independence	Independent	Type	Strut
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular

Front Shocks

Type	Gas-pressurized

Rear Suspension

Independence	Independent	Type	Multi-link
Anti-roll bar	Regular		

Rear Spring

Type	Coil	Grade	Regular

Rear Shocks

Type	Gas-pressurized

Steering

Activation	Electric power-assist	Type	Rack-pinion

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	18"	Width	8.00"

Rear Wheels

Diameter	18"	Width	8.00"

Spare Wheels

Wheel material	Steel

Front and Rear Wheels

Appearance	Black	Material	Steel
Covers	Hub		

Front Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W

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Selected Equipment & Specs (cont'd)

Tread	AS	Type	P
Width	255mm		

Rear Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Spare Tire

Mount	Inside under cargo	Type	Compact

Wheels

Wheelbase	119.1"		

Body Features

Front license plate bracket	Yes	Rear spoiler	Lip
Body material	Galvanized steel/aluminum	Side impact beams	Yes
Front tow hook(s)	2		

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate

Exterior Dimensions

Length	198.8"	Body width	78.9"
Body height	69.4"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Passenger		

Seatbelt

Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2

Seating

Passenger Capacity

Capacity	5

Front Seats

Split	Buckets	Type	Bucket

Driver Seat

Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equipment & Specs (cont'd)

Front Head Restraint

Control	Manual	Type	Adjustable

Rear Seats

Descriptor	Split-bench	Facing	Front
Folding	35-30-35	Folding position	Fold forward seatback
Type	Fixed		

Rear Head Restraints

Control	Manual	Type	Adjustable
Number	3		

Front Seat Trim

Material	Cloth	Back material	Vinyl

Rear Seat Trim Group

Material	Vinyl	Back material	Carpet

Convenience

AC And Heat Type

Air conditioning	Automatic	Dual zone front	Yes
Rear HVAC	Yes	Air filter	Yes
Underseat ducts	Yes	Auxiliary rear heater	Yes
Headliner/pillar ducts	Yes		

Audio System

Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	External memory control

Audio Speakers

Speaker type	Regular	Speakers	4

Audio Controls

Speed sensitive volume	Yes	Steering wheel controls	Yes

Audio Antenna

Type	Integrated roof

LCD Monitors

1st row	2	Primary monitor size (inches)	4.2

Cruise Control

Cruise control	With steering wheel controls

Remote Releases

Cargo access	Power

Convenience Features

Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2		

Door Lock Activation

Type	Power

Door Lock Type

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

Selected Equipment & Specs (cont'd)

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks

Instrumentation Type

Display	Analog

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
Parking sensors	Rear		

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power

Windows Rear Side

2nd row activation	Power	3rd row activation	Fixed

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		

Front Windshield

Wiper	Variable intermittent	Sun visor strip	Yes
Speed sensitive wipers	Yes		

Rear Windshield

Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed

Interior

Driver Visor

Mirror	Yes

Passenger Visor

Mirror	Yes

Rear View Mirror

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equipment & Specs (cont'd)

Day-night	Yes	Auto-dimming	Yes
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look
Lighting			
Dome light type	Fade	Front reading	Yes
Rear reading	Yes	Variable IP lighting	Yes
Overhead Console Storage			
Storage	Yes	Type	Mini
Storage			
Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes
Cargo Space Trim			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
Cargo Space Feature			
Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		
Legroom			
Front	40.9"	Rear	40.7"
Headroom			
Front	40.7"	Rear	40.4"
Hip Room			
Front	59.3"	Rear	59.1"
Shoulder Room			
Front	61.8"	Rear	61.3"
Interior Volume			
Passenger volume	118.0 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

525 North 16th St, Sacramento, California, 958110592
Office: 916-442-6931
Fax: 916-442-0805

Utility
AWD Base(K8A)
Price Level: 20

Standard Equipment & Specs

Dimensions

* Exterior length: 198.8"
* Exterior width: 78.9"
* Exterior height: 69.4"
* Wheelbase: 119.1"
* Min ground clearance: 7.4"
* Front legroom: 40.9"
* Rear legroom: 40.7"
* Front headroom: 40.7"
* Rear headroom: 40.4"
* Front hiproom: 59.3"
* Rear hiproom: 59.1"
* Front shoulder room: 61.8"
* Rear shoulder room: 61.3"
* Passenger volume: 118.0cu.ft.
* Cargo volume: 52.0cu.ft.
* Cargo volume seats folded: 90.3cu.ft.
* Maximum cargo volume: 90.3cu.ft.

Powertrain

* 285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, port/direct injection
* Recommended fuel : regular unleaded
* ULEV II
* 10 speed automatic transmission with overdrive
* All-wheel drive
* Fuel Economy Cty: N/A
* Fuel Economy Highway: N/A
* Capless fuel filler

Suspension/Handling

* Front independent strut suspension with anti-roll bar, gas-pressurized shocks
* Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
* Electric power-assist rack-pinion Steering
* Front and rear 18 x 8 black steel wheels
* P255/60WR18 BSW AS front and rear tires

Body Exterior

* 4 doors
* Driver and passenger power remote, manual folding door mirrors
* Black door mirrors
* Lip rear spoiler
* Body-coloured bumpers
* Class III trailer hitch
* Clearcoat paint
* Front and rear 18 x 8 wheels
* 2 front tow hook(s)

Convenience

* Dual zone front automatic air conditioning with air filter
* Cruise control with steering wheel controls
* Power windows
* Driver and passenger 1-touch up
* Driver and passenger 1-touch down
* Power door locks
* Manual tilt steering wheel
* Manual telescopic steering wheel
* Day-night rearview mirror
* Wireless phone connectivity
* 1 1st row LCD monitor
* Dual visor mirrors
* Driver and passenger door bins

Seats and Trim

* Seating capacity of 5
* Front bucket seats
* 8-way 6-way power driver seat adjustment
* Manual driver lumbar support
* Power height adjustable driver seat
* 4-way passenger seat adjustment
* 35-30-35 folding rear split-bench seat
* Cloth seat upholstery
* Metal-look instrument panel insert

Entertainment Features

* AM/FM stereo radio
* External memory control

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

Standard Equipment & Specs (cont'd)

* Steering wheel mounted radio controls
* Integrated roof antenna
* 4 speakers

Lighting, Visibility and Instrumentation

* LED low/high beam projector beam headlights
* LED brakelights
* Speed sensitive wipers
* Rear window defroster
* Deep tinted windows
* Tachometer
* Low tire pressure warning
* Trip odometer
* Fully automatic headlights
* Variable intermittent front windshield wipers
* Fixed interval rear windshield wiper
* Fixed rearmost windows
* Front and rear reading lights
* Camera(s) - rear with washer
* Trip computer
* Traction battery level gauge

Safety and Security

* 4-wheel ABS brakes
* 4-wheel disc brakes
* ABS and driveline traction control
* Dual seat mounted side impact airbag supplemental restraint system
* Knee airbag supplemental restraint system
* Power door locks
* 3 manually adjustable rear head restraints
* Brake assist with hill hold control
* Electronic stability control
* Dual front impact airbag supplemental restraint system
* Curtain 1st and 2nd row overhead airbag supplemental restraint system
* Airbag supplemental restraint system occupancy sensor
* Manually adjustable front head restraints

Dimensions

General Weights

GVWR	6,840 lbs.	Payload	1,670 lbs.

Trailering Type

Type	Regular	Class	III
Hitch	Yes		

General Trailering

Towing capacity	5000 lbs.

Fuel Tank type

Capacity	18.99 gal.	Capless fuel filler	Yes

Off Road

Min ground clearance	7 "	Load floor height	31 "

Interior cargo

Cargo volume	52.0 cu.ft.	Cargo volume seats folded	90.3 cu.ft.
Maximum cargo volume	90.3 cu.ft.	Length to rear seat	46.2 "
Maximum width	47.9 "		

Powertrain

Engine Type

Block material	Iron	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC

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Standard Equipment & Specs (cont'd)

Variable valve control	Yes		
Engine Spec			
Displacement	204 cu.in.		
Engine Power			
Output	285 HP @ 6,500 RPM	Torque	260 ft.-lb @ 4,000 RPM
Alternator			
Type	Hybrid electric motor	Amps	220
Battery			
Amp hours	80	Cold cranking amps	800
Type	HD		
Engine Extras			
Oil cooler	Yes	Radiator	HD
Starter	Hybrid electric motor		
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
Transmission Gear Ratios			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		
Transmission Extras			
Oil cooler	Regular duty		
Drive Type			
4wd type	Automatic full-time	Type	All-wheel drive
Drive Feature			
Traction control	ABS and driveline	Locking hub control	Permanent
Drive Axle			
Ratio	3.73		
Electric Vehicle Battery Pack			
Type	Lithium ion		
Exhaust			
Material	Stainless steel	System type	Dual
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
fuel Economy			
Fuel type	Gasoline		

Driveability

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Standard Equipment & Specs (cont'd)

Brakes

ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear

Brake Assistance

Brake assist	Yes	Hill hold control	Yes

Suspension Control

Ride	Regular	Electronic stability control	Stability control with anti-roll

Front Suspension

Independence	Independent	Type	Strut
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular

Front Shocks

Type	Gas-pressurized

Rear Suspension

Independence	Independent	Type	Multi-link
Anti-roll bar	Regular		

Rear Spring

Type	Coil	Grade	Regular

Rear Shocks

Type	Gas-pressurized

Steering

Activation	Electric power-assist	Type	Rack-pinion

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	18"	Width	8.00"

Rear Wheels

Diameter	18"	Width	8.00"

Spare Wheels

Wheel material	Steel

Front and Rear Wheels

Appearance	Black	Material	Steel
Covers	Hub		

Front Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Standard Equipment & Specs (cont'd)

Rear Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Spare Tire

Mount	Inside under cargo	Type	Compact

Wheels

Wheelbase	119.1"		

Body Features

Rear spoiler	Lip	Body material	Galvanized steel/aluminum
Side impact beams	Yes	Front tow hook(s)	2

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate

Exterior Dimensions

Length	198.8"	Body width	78.9"
Body height	69.4"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Passenger		

Seatbelt

Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2

Seating

Passenger Capacity

Capacity	5

Front Seats

Split	Buckets	Type	Bucket

Driver Seat

Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable

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Standard Equipment & Specs (cont'd)

Rear Seats

Descriptor	Split-bench	Facing	Front
Folding	35-30-35	Folding position	Fold forward seatback
Type	Fixed		

Rear Head Restraints

Control	Manual	Type	Adjustable
Number	3		

Front Seat Trim

Material	Cloth	Back material	Vinyl

Rear Seat Trim Group

Material	Vinyl	Back material	Carpet

Convenience

AC And Heat Type

Air conditioning	Automatic	Dual zone front	Yes
Air filter	Yes	Underseat ducts	Yes

Audio System

Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	External memory control

Audio Speakers

Speaker type	Regular	Speakers	4

Audio Controls

Speed sensitive volume	Yes	Steering wheel controls	Yes

Audio Antenna

Type	Integrated roof

LCD Monitors

1st row	1	Primary monitor size (inches)	4.2

Cruise Control

Cruise control	With steering wheel controls

Remote Releases

Cargo access	Power

Convenience Features

Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2		

Door Lock Activation

Type	Power

Door Lock Type

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks

Instrumentation Type

Display	Analog

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Standard Equipment & Specs (cont'd)

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power

Windows Rear Side

2nd row activation	Power	3rd row activation	Fixed

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		

Front Windshield

Wiper	Variable intermittent	Sun visor strip	Yes
Speed sensitive wipers	Yes		

Rear Windshield

Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed

Interior

Driver Visor

Mirror	Yes

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes

Headliner

Coverage	Full	Material	Cloth

Floor Trim

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Standard Equipment & Specs (cont'd)

Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look
Lighting			
Dome light type	Fade	Front reading	Yes
Rear reading	Yes	Variable IP lighting	Yes
Overhead Console Storage			
Storage	Yes	Type	Mini
Storage			
Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes
Cargo Space Trim			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
Cargo Space Feature			
Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		
Legroom			
Front	40.9"	Rear	40.7"
Headroom			
Front	40.7"	Rear	40.4"
Hip Room			
Front	59.3"	Rear	59.1"
Shoulder Room			
Front	61.8"	Rear	61.3"
Interior Volume			
Passenger volume	118.0 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Warranty - Selected Equipment & Specs

Warranty

Basic			
Distance	36,000 miles	Months	36 months
Powertrain			
Distance	100,000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60,000 miles	Months	60 months
Hybrid Electrical Components			
Distance	100,000 miles	Months	96 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

Warranty - Standard Equipment & Specs

Warranty

Basic			
Distance	36,000 miles	Months	36 months
Powertrain			
Distance	100,000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60,000 miles	Months	60 months
Hybrid Electrical Components			
Distance	100,000 miles	Months	96 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

525 North 16th St, Sacramento, California, 958110592
Office: 916-442-6931
Fax: 916-442-0805

Utility
AWD Base(K8A)
Price Level: 20

Selected Equipment & Specs

Hybrid

Dimensions

* Exterior length: 198.8"
* Exterior height: 69.4"
* Min ground clearance: 7.4"
* Rear legroom: 40.7"
* Rear headroom: 40.4"
* Rear hiproom: 59.1"
* Rear shoulder room: 61.3"
* Cargo volume: 52.0cu.ft.
* Maximum cargo volume: 90.3cu.ft.
* Exterior width: 78.9"
* Wheelbase: 119.1"
* Front legroom: 40.9"
* Front headroom: 40.7"
* Front hiproom: 59.3"
* Front shoulder room: 61.8"
* Passenger volume: 118.0cu.ft.
* Cargo volume seats folded: 90.3cu.ft.

Powertrain

* 285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, port/direct injection
* ULEV II
* All-wheel drive
* Fuel Economy Highway: N/A
* Recommended fuel : regular unleaded
* 10 speed automatic transmission with overdrive
* Fuel Economy Cty: N/A
* Capless fuel filler

Suspension/Handling

* Front independent strut suspension with anti-roll bar, gas-pressurized shocks
* Electric power-assist rack-pinion Steering
* P255/60WR18 BSW AS front and rear tires
* Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
* Front and rear 18 x 8 black steel wheels

Body Exterior

* 4 doors
* Black door mirrors
* Body-coloured bumpers
* Clearcoat paint
* 2 front tow hook(s)
* Driver and passenger power remote, manual folding door mirrors
* Lip rear spoiler
* Class III trailer hitch
* Front and rear 18 x 8 wheels

Convenience

* Dual zone front automatic air conditioning with air filter
* Auxiliary rear heater
* Power windows
* Driver and passenger 1-touch down
* Manual tilt steering wheel
* Day-night rearview mirror with auto-dimming
* 2 1st row LCD monitors
* Driver and passenger door bins
* Rear HVAC
* Cruise control with steering wheel controls
* Driver and passenger 1-touch up
* Power door locks
* Manual telescopic steering wheel
* Wireless phone connectivity
* Dual visor mirrors

Seats and Trim

* Seating capacity of 5
* 8-way 6-way power driver seat adjustment
* Power height adjustable driver seat
* 35-30-35 folding rear split-bench seat
* Metal-look instrument panel insert
* Front bucket seats
* Manual driver lumbar support
* 4-way passenger seat adjustment
* Cloth seat upholstery

Entertainment Features

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equipment & Specs (cont'd)

* AM/FM stereo radio
* Steering wheel mounted radio controls
* Integrated roof antenna
* External memory control
* 4 speakers

Lighting, Visibility and Instrumentation

* LED low/high beam projector beam headlights
* LED brakelights
* Speed sensitive wipers
* Rear window defroster
* Light tinted windows
* Tachometer
* Low tire pressure warning
* Parking sensors
* Traction battery level gauge
* Fully automatic headlights
* Variable intermittent front windshield wipers
* Fixed interval rear windshield wiper
* Fixed rearmost windows
* Front and rear reading lights
* Camera(s) - rear with washer
* Trip computer
* Trip odometer

Safety and Security

* 4-wheel ABS brakes
* 4-wheel disc brakes
* ABS and driveline traction control
* Dual seat mounted side impact airbag supplemental restraint system
* Knee airbag supplemental restraint system
* Power door locks
* 3 manually adjustable rear head restraints
* Brake assist with hill hold control
* Electronic stability control
* Dual front impact airbag supplemental restraint system
* Curtain 1st and 2nd row overhead airbag supplemental restraint system
* Airbag supplemental restraint system occupancy sensor
* Manually adjustable front head restraints

Dimensions

General Weights

GVWR	6,840 lbs.	Payload	1,670 lbs.

Trailering Type

Type	Regular	Class	III
Hitch	Yes		

General Trailering

Towing capacity	5000 lbs.

Fuel Tank type

Capacity	18.99 gal.	Capless fuel filler	Yes

Off Road

Min ground clearance	7 "	Load floor height	31 "

Interior cargo

Cargo volume	52.0 cu.ft.	Cargo volume seats folded	90.3 cu.ft.
Maximum cargo volume	90.3 cu.ft.	Length to rear seat	46.2 "
Maximum width	47.9 "		

Powertrain

Engine Type

Block material	Iron	Cylinders	V-6
Head material	Aluminum	Ignition	Spark

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

Selected Equipment & Specs (cont'd)

Injection	Port/direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Yes		

Engine Spec

Displacement	204 cu.in.

Engine Power

Output	285 HP @ 6,500 RPM	Torque	260 ft.-lb @ 4,000 RPM

Alternator

Type	Hybrid electric motor	Amps	220

Battery

Amp hours	80	Cold cranking amps	800
Type	HD		

Engine Extras

Oil cooler	Yes	Radiator	HD
Starter	Hybrid electric motor		

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		

Transmission Extras

Oil cooler	Regular duty

Drive Type

4wd type	Automatic full-time	Type	All-wheel drive

Drive Feature

Traction control	ABS and driveline	Locking hub control	Permanent

Drive Axle

Ratio	3.73

Electric Vehicle Battery Pack

Type	Lithium ion

Exhaust

Material	Stainless steel	System type	Dual

Emissions

CARB	ULEV II	EPA	Tier 2 Bin 5

fuel Economy

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

Selected Equipment & Specs (cont'd)

Fuel type	Gasoline		

Driveability

Brakes

ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear

Brake Assistance

Brake assist	Yes	Hill hold control	Yes

Suspension Control

Ride	Regular	Electronic stability control	Stability control with anti-roll

Front Suspension

Independence	Independent	Type	Strut
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular

Front Shocks

Type	Gas-pressurized

Rear Suspension

Independence	Independent	Type	Multi-link
Anti-roll bar	Regular		

Rear Spring

Type	Coil	Grade	Regular

Rear Shocks

Type	Gas-pressurized

Steering

Activation	Electric power-assist	Type	Rack-pinion

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	18"	Width	8.00"

Rear Wheels

Diameter	18"	Width	8.00"

Spare Wheels

Wheel material	Steel

Front and Rear Wheels

Appearance	Black	Material	Steel
Covers	Hub		

Front Tires

Aspect	60	Diameter	18"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equipment & Specs (cont'd)

Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Rear Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Spare Tire

Mount	Inside under cargo	Type	Compact

Wheels

Wheelbase	119.1"		

Body Features

Front license plate bracket	Yes	Rear spoiler	Lip
Body material	Galvanized steel/aluminum	Side impact beams	Yes
Front tow hook(s)	2		

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate

Exterior Dimensions

Length	198.8"	Body width	78.9"
Body height	69.4"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Passenger		

Seatbelt

Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2

Seating

Passenger Capacity

Capacity	5

Front Seats

Split	Buckets	Type	Bucket

Driver Seat

Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power

Passenger seat

Fore/aft	Manual	Reclining	Manual

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equipment & Specs (cont'd)

Way direction control	4		
Front Head Restraint			
Control	Manual	Type	Adjustable
Rear Seats			
Descriptor	Split-bench	Facing	Front
Folding	35-30-35	Folding position	Fold forward seatback
Type	Fixed		
Rear Head Restraints			
Control	Manual	Type	Adjustable
Number	3		
Front Seat Trim			
Material	Cloth	Back material	Vinyl
Rear Seat Trim Group			
Material	Vinyl	Back material	Carpet

Convenience

AC And Heat Type			
Air conditioning	Automatic	Dual zone front	Yes
Rear HVAC	Yes	Air filter	Yes
Underseat ducts	Yes	Auxiliary rear heater	Yes
Headliner/pillar ducts	Yes		
Audio System			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	External memory control
Audio Speakers			
Speaker type	Regular	Speakers	4
Audio Controls			
Speed sensitive volume	Yes	Steering wheel controls	Yes
Audio Antenna			
Type	Integrated roof		
LCD Monitors			
1st row	2	Primary monitor size (inches)	4.2
Cruise Control			
Cruise control	With steering wheel controls		
Remote Releases			
Cargo access	Power		
Convenience Features			
Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2		
Door Lock Activation			
Type	Power		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equipment & Specs (cont'd)

Door Lock Type

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks

Instrumentation Type

Display	Analog

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
Parking sensors	Rear		

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power

Windows Rear Side

2nd row activation	Power	3rd row activation	Fixed

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		

Front Windshield

Wiper	Variable intermittent	Sun visor strip	Yes
Speed sensitive wipers	Yes		

Rear Windshield

Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed

Interior

Driver Visor

Mirror	Yes

Passenger Visor

Mirror	Yes

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Selected Equipment & Specs (cont'd)

Rear View Mirror			
Day-night	Yes	Auto-dimming	Yes
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look
Lighting			
Dome light type	Fade	Front reading	Yes
Rear reading	Yes	Variable IP lighting	Yes
Overhead Console Storage			
Storage	Yes	Type	Mini
Storage			
Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes
Cargo Space Trim			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
Cargo Space Feature			
Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		
Legroom			
Front	40.9"	Rear	40.7"
Headroom			
Front	40.7"	Rear	40.4"
Hip Room			
Front	59.3"	Rear	59.1"
Shoulder Room			
Front	61.8"	Rear	61.3"
Interior Volume			
Passenger volume	118.0 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

525 North 16th St, Sacramento, California, 958110592
Office: 916-442-6931
Fax: 916-442-0805

Utility
AWD Base(K8A)
Price Level: 20

Standard Equipment & Specs

Dimensions

* Exterior length: 198.8"
* Exterior height: 69.4"
* Min ground clearance: 7.4"
* Rear legroom: 40.7"
* Rear headroom: 40.4"
* Rear hiproom: 59.1"
* Rear shoulder room: 61.3"
* Cargo volume: 52.0cu.ft.
* Maximum cargo volume: 90.3cu.ft.
* Exterior width: 78.9"
* Wheelbase: 119.1"
* Front legroom: 40.9"
* Front headroom: 40.7"
* Front hiproom: 59.3"
* Front shoulder room: 61.8"
* Passenger volume: 118.0cu.ft.
* Cargo volume seats folded: 90.3cu.ft.

Powertrain

* 285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, port/direct injection
* ULEV II
* All-wheel drive
* Fuel Economy Highway: N/A
* Recommended fuel : regular unleaded
* 10 speed automatic transmission with overdrive
* Fuel Economy Cty: N/A
* Capless fuel filler

Suspension/Handling

* Front independent strut suspension with anti-roll bar, gas-pressurized shocks
* Electric power-assist rack-pinion Steering
* P255/60WR18 BSW AS front and rear tires
* Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
* Front and rear 18 x 8 black steel wheels

Body Exterior

* 4 doors
* Black door mirrors
* Body-coloured bumpers
* Clearcoat paint
* 2 front tow hook(s)
* Driver and passenger power remote, manual folding door mirrors
* Lip rear spoiler
* Class III trailer hitch
* Front and rear 18 x 8 wheels

Convenience

* Dual zone front automatic air conditioning with air filter
* Power windows
* Driver and passenger 1-touch down
* Manual tilt steering wheel
* Day-night rearview mirror
* 1 1st row LCD monitor
* Driver and passenger door bins
* Cruise control with steering wheel controls
* Driver and passenger 1-touch up
* Power door locks
* Manual telescopic steering wheel
* Wireless phone connectivity
* Dual visor mirrors

Seats and Trim

* Seating capacity of 5
* 8-way 6-way power driver seat adjustment
* Power height adjustable driver seat
* 35-30-35 folding rear split-bench seat
* Metal-look instrument panel insert
* Front bucket seats
* Manual driver lumbar support
* 4-way passenger seat adjustment
* Cloth seat upholstery

Entertainment Features

* AM/FM stereo radio
* External memory control

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Standard Equipment & Specs (cont'd)

* Steering wheel mounted radio controls
* Integrated roof antenna
* 4 speakers

Lighting, Visibility and Instrumentation

* LED low/high beam projector beam headlights
* LED brakelights
* Speed sensitive wipers
* Rear window defroster
* Deep tinted windows
* Tachometer
* Low tire pressure warning
* Trip odometer
* Fully automatic headlights
* Variable intermittent front windshield wipers
* Fixed interval rear windshield wiper
* Fixed rearmost windows
* Front and rear reading lights
* Camera(s) - rear with washer
* Trip computer
* Traction battery level gauge

Safety and Security

* 4-wheel ABS brakes
* 4-wheel disc brakes
* ABS and driveline traction control
* Dual seat mounted side impact airbag supplemental restraint system
* Knee airbag supplemental restraint system
* Power door locks
* 3 manually adjustable rear head restraints
* Brake assist with hill hold control
* Electronic stability control
* Dual front impact airbag supplemental restraint system
* Curtain 1st and 2nd row overhead airbag supplemental restraint system
* Airbag supplemental restraint system occupancy sensor
* Manually adjustable front head restraints

Dimensions

General Weights

GVWR	6,840 lbs.	Payload	1,670 lbs.

Trailering Type

Type	Regular	Class	III
Hitch	Yes		

General Trailering

Towing capacity	5000 lbs.		

Fuel Tank type

Capacity	18.99 gal.	Capless fuel filler	Yes

Off Road

Min ground clearance	7 "	Load floor height	31 "

Interior cargo

Cargo volume	52.0 cu.ft.	Cargo volume seats folded	90.3 cu.ft.
Maximum cargo volume	90.3 cu.ft.	Length to rear seat	46.2 "
Maximum width	47.9 "		

Powertrain

Engine Type

Block material	Iron	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC

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Standard Equipment & Specs (cont'd)

Variable valve control	Yes		
Engine Spec			
Displacement	204 cu.in.		
Engine Power			
Output	285 HP @ 6,500 RPM	Torque	260 ft.-lb @ 4,000 RPM
Alternator			
Type	Hybrid electric motor	Amps	220
Battery			
Amp hours	80	Cold cranking amps	800
Type	HD		
Engine Extras			
Oil cooler	Yes	Radiator	HD
Starter	Hybrid electric motor		
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
Transmission Gear Ratios			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		
Transmission Extras			
Oil cooler	Regular duty		
Drive Type			
4wd type	Automatic full-time	Type	All-wheel drive
Drive Feature			
Traction control	ABS and driveline	Locking hub control	Permanent
Drive Axle			
Ratio	3.73		
Electric Vehicle Battery Pack			
Type	Lithium ion		
Exhaust			
Material	Stainless steel	System type	Dual
Emissions			
CARB	ULEV II	EPA	Tier 2 Bin 5
fuel Economy			
Fuel type	Gasoline		

Driveability

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Standard Equipment & Specs (cont'd)

Brakes

ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear

Brake Assistance

Brake assist	Yes	Hill hold control	Yes

Suspension Control

Ride	Regular	Electronic stability control	Stability control with anti-roll

Front Suspension

Independence	Independent	Type	Strut
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular

Front Shocks

Type	Gas-pressurized

Rear Suspension

Independence	Independent	Type	Multi-link
Anti-roll bar	Regular		

Rear Spring

Type	Coil	Grade	Regular

Rear Shocks

Type	Gas-pressurized

Steering

Activation	Electric power-assist	Type	Rack-pinion

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	18"	Width	8.00"

Rear Wheels

Diameter	18"	Width	8.00"

Spare Wheels

Wheel material	Steel

Front and Rear Wheels

Appearance	Black	Material	Steel
Covers	Hub		

Front Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

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Standard Equipment & Specs (cont'd)

Rear Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Spare Tire

Mount	Inside under cargo	Type	Compact

Wheels

Wheelbase	119.1"		

Body Features

Rear spoiler	Lip	Body material	Galvanized steel/aluminum
Side impact beams	Yes	Front tow hook(s)	2

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate

Exterior Dimensions

Length	198.8"	Body width	78.9"
Body height	69.4"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Passenger		

Seatbelt

Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2

Seating

Passenger Capacity

Capacity	5

Front Seats

Split	Buckets	Type	Bucket

Driver Seat

Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Standard Equipment & Specs (cont'd)

Rear Seats

Descriptor	Split-bench	Facing	Front
Folding	35-30-35	Folding position	Fold forward seatback
Type	Fixed		

Rear Head Restraints

Control	Manual	Type	Adjustable
Number	3		

Front Seat Trim

Material	Cloth	Back material	Vinyl

Rear Seat Trim Group

Material	Vinyl	Back material	Carpet

Convenience

AC And Heat Type

Air conditioning	Automatic	Dual zone front	Yes
Air filter	Yes	Underseat ducts	Yes

Audio System

Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	External memory control

Audio Speakers

Speaker type	Regular	Speakers	4

Audio Controls

Speed sensitive volume	Yes	Steering wheel controls	Yes

Audio Antenna

Type	Integrated roof

LCD Monitors

1st row	1	Primary monitor size (inches)	4.2

Cruise Control

Cruise control	With steering wheel controls

Remote Releases

Cargo access	Power

Convenience Features

Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2		

Door Lock Activation

Type	Power

Door Lock Type

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks

Instrumentation Type

Display	Analog

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

Standard Equipment & Specs (cont'd)

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power

Windows Rear Side

2nd row activation	Power	3rd row activation	Fixed

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		

Front Windshield

Wiper	Variable intermittent	Sun visor strip	Yes
Speed sensitive wipers	Yes		

Rear Windshield

Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed

Interior

Driver Visor

Mirror	Yes

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes

Headliner

Coverage	Full	Material	Cloth

Floor Trim

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Standard Equipment & Specs (cont'd)

Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look
Lighting			
Dome light type	Fade	Front reading	Yes
Rear reading	Yes	Variable IP lighting	Yes
Overhead Console Storage			
Storage	Yes	Type	Mini
Storage			
Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes
Cargo Space Trim			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
Cargo Space Feature			
Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		
Legroom			
Front	40.9"	Rear	40.7"
Headroom			
Front	40.7"	Rear	40.4"
Hip Room			
Front	59.3"	Rear	59.1"
Shoulder Room			
Front	61.8"	Rear	61.3"
Interior Volume			
Passenger volume	118.0 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

525 North 16th St, Sacramento, California, 958110592
Office: 916-442-6931
Fax: 916-442-0805

Warranty - Selected Equipment & Specs

Warranty

Basic			
Distance	36,000 miles	Months	36 months
Powertrain			
Distance	100,000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60,000 miles	Months	60 months
Hybrid Electrical Components			
Distance	100,000 miles	Months	96 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

525 North 16th St, Sacramento, California, 958110592
Office: 916-442-6931
Fax: 916-442-0805

Warranty - Standard Equipment & Specs

Warranty

Basic			
Distance	36,000 miles	Months	36 months
Powertrain			
Distance	100,000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60,000 miles	Months	60 months
Hybrid Electrical Components			
Distance	100,000 miles	Months	96 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 164-265-1 DOWNTOWN FORD SALES 525 N 16TH ST SACRAMENTO, CA 95811-0518	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 18** **REVISION NUMBER: 4**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR	N	N	6046341	06/01/2018	06/01/2019	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	AUTO DEALER LIABILITY	Y	N	6046335	06/01/2018	06/01/2019	AUTO LIAB - EA ACCIDENT	$500,000
							GENERAL LIABILITY	
							- EACH ACCIDENT	$500,000
							- AGGREGATE	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED PAGE

CERTIFICATE HOLDER

164-265-1 18 4
CITY OF SACRAMENTO
C/O EXIGIS RISK MANAGEMENT SERVICES ECM #35050
PO BOX 4668
NEW YORK, NY 10163-4668

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Kerr

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AGENCY CUSTOMER ID: 164-265-1
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY	NAMED INSURED DOWNTOWN FORD SALES 525 N 16TH ST SACRAMENTO, CA 95811-0518
POLICY NUMBER SEE CERTIFICATE # 18.4	
CARRIER SEE CERTIFICATE # 18.4 — NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 18.4

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: AGREEMENT: 2016-0185-2, VENDOR ID: Z379994

CITY OF SACRAMENTO IS INCLUDED AS ADDITIONAL INSURED.

GENERAL LIABILITY IS PROVIDED BY THE AUTO DEALER LIABILITY COVERAGE.

A.M. BEST'S FINANCIAL STRENGTH RATING: A+

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:
VICTORY AUTOMOTIVE GROUP INC
46352 MICHIGAN AVE
CANTON MI 48188

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES
   ONLY SERVICE WORK PERFORMED BY THE NAMED INSURED
   ANI: DOWNTOWN FORD SALES

Additional Insured Name and Address:

CITY OF SACRAMENTO %EXIGIS
RISK
MANAGEMENT SERVICES ECM #35050
PO BOX 4668
NEW YORK NY 10163

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POLICY NUMBER: 605079974

BUSINESSOWNERS
BP 04 48 01 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Name Of Person Or Organization: CITY OF SACRAMENTO

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076 Attn: detroit.certrequest@marsh.com CN104111100--WC-18-19	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : N/A	N/A
INSURED Cappo Management XXIX, Inc. dba Harrold Ford 1535 Howe Avenue Sacramento, CA 95825	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : N/A	N/A
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-007356632-22 **REVISION NUMBER:** 36

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							GARAGEKEEPERS	$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TROUB475M281018	06/01/2018	06/01/2019	X PER STATUTE ☐ OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		TC2JUB475M280918	06/01/2018	06/01/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation applies to Workers' Compensation in favor of the certificate holder where required by written contract.

CERTIFICATE HOLDER

City of Sacramento
Department of Public Works / Fleet Management Division
Attn: Bobbie Small
5730 24th Street, Bldg One
Sacramento, CA 95822

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: (TROUB-475M281-0-18)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 06-27-18 ST ASSIGN:

TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: (TC2JUB-475M280-9-18)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 06-27-18 ST ASSIGN:

(http://www.ca.gov)

(mailto:?subject=Statewide%20Contract%20Fleet%20Vehicles&body=%0ahttps%3A%2F%2Fwww.dgs.ca.gov%2FPD%2FResources%2FPage-Content%2FProcurement-Division-Resources-List-Folder%2FStatewide-Contract-Fleet-Vehicles%0a%0a)

Statewide Contract Fleet Vehicles

The State's Statewide Contracts for Fleet Vehicles provide current model year Fleet Vehicles at contracted pricing to the State of California and local governmental agencies.

CONTRACT NUMBERS: 1-18-23-10A-H; 1-18-23-20A-I; 1-18-23-23A-H; 1-20-23-10I
DESCRIPTION: Fleet Vehicles – Cars, Trucks, Vans and SUVs
CONTRACTORS: Various
CONTRACT TERM: May 1, 2019 to April 30, 2022 (1-18-23-10A-H; 1-18-23-20A-I; 1-18-23-23A-H)
September 25, 2020 to September 24, 2022 (1-20-23-10I)
USER AGENCIES: State of California and Local Governmental Agencies

ADDITIONAL INFORMATION

1-18-23-10A-H & 1-20-23-10I – Fleet Vehicles – Cars

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions---CARS---Supplement-15.docx?la=en&hash=338355E3B465F63C4F034E244D32CE28815CBAAB) (1-18-23-10A-H)
- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions---1-20-23-10I---Supplement-2.docx?la=en&hash=6B31BB837C5679273AF5649D74055246441CF310) (1-20-23-10I)
- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A-Pricing---CARS---Supplement-15.xlsx?la=en&hash=F091B8A86620B322BAAF4667E7B01F0DAFD1436A) (1-18-23-10A-H)

- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A-Pricing---CARS----1-20-23-10I---Supplement-1.xlsx?la=en&hash=CC9E20E7131229778BD5B1D6188C53EA771A4A4A) (1-20-23-10I)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D---CARS--Vehicle-Specifications.xlsx?la=en&hash=DB70A826A270D48D62DDBC3C6AE7245878913BBF)

1-18-23-20A-I – Fleet Vehicles – Trucks

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions--Trucks---Supplement-15.docx?la=en&hash=3ECE9729B1950D4545CA3C0D4374E517A36050F0)
- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A---Pricing-TRUCKS-1-18-23-20-A--I-Sup-15.xlsx?la=en&hash=F0382C0A8FB549FA9BD36E281E2C47A35BE99A22)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D---TRUCKS---Vehicle-Specifcations.xlsx?la=en&hash=37BAFE31CE475A7E283416964DA738551B5DEA21)

1-18-23-23A-H – Fleet Vehicles – Vans and SUVs

- User Instructions (/-/media/Divisions/PD/Acquisitions/Fleet/Contract-User-Instructions--Vans-SUVs---Supplement-19.docx?la=en&hash=8DCD011790D98189A735639096C81CC7A61DDCD0)
- Contract Pricing (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-A-Pricing--Vans--SUVs--Supplement-19.xls?la=en&hash=68887EDFC30E61BF73FEF13B008030473651911B)
- Vehicle Specifications (/-/media/Divisions/PD/Acquisitions/Fleet/Attachment-D---VANS-and-SUV---Vehicle-Specifications.xls?la=en&hash=D67282E170B10E10956EF6D936F7389526EE8D5E)

CONTACT

Eugene Shemereko
Department of General Services
Contract Management Unit (CMU)

707 Third Street, Second Floor
West Sacramento, CA 95605
Phone: (279) 949-8028
Email: Eugene.Shemereko@dgs.ca.gov (mailto:Eugene.Shemereko@dgs.ca.gov)

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Fleet Vehicles - Vans & SUVs, *Supplement 19, dated 10/19/2021*

Attachment A - Contract Pricing

Contract 1-18-23-23 (A-G)

Terms: $500 discount per vehicle for payment within 20 days
(Excludes US Fleet Source 1-18-23-23F)

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	D
1	Sport Utility, **4x4 or AWD**, 5-Passenger, 170 HP, 103 in. WB, 60 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101507	Each	1	**Toyota**	**RAV4 (AWD)**	$25,695.00	$749.00	Freeway To
1	Sport Utility, **4x4 or AWD**, 5-Passenger, 170 HP, 103 in. WB, 60 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101507	Each	1	**Hyundai**	**Tucson Value (AWD)**	$23,682.00	$1,079.00	US Fleet S
1	Sport Utility, **4x4 or AWD**, 5-Passenger, 170 HP, 103 in. WB, 60 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101508	Each	1	**Ford**	**Escape (4x4)**	$22,841.00	$499.00	Downtown
1	Sport Utility, **4x4 or AWD**, 5-Passenger, 170 HP, 103 in. WB, 60 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101510	Each	1	**Jeep**	**Compass (4x4)**	$23,183.00	$749.00	Elk Grove A
1	Sport Utility, **4x4 or AWD**, 5-Passenger, 170 HP, 103 in. WB, 60 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101511	Each	1	**Subaru**	**Forester (AWD)**	$26,613.00	$1,295.00	Elk Grove A
1	Sport Utility, **4x4 or AWD**, 5-Passenger, 170 HP, 103 in. WB, 60 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101512	Each	1	**Chevrolet**	**Equinox (AWD)**	$23,353.00	$749.00	Winner Ch
1	Sport Utility, 4x4 or AWD, 5-Passenger, 170 HP, 103 in. WB, 60 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101512	Each	1	**Volkswagen**	**Tiguan**	$29,130.00	$1,690.00	Elk Grove A
1	Sport Utility, 4x4 or AWD, 5-Passenger, 170 HP, 103 in. WB, 60 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101512	Each	1	**Honda**	**CR-V**	$27,074.00	$749.00	Selma Niss
2	Sport Utility, **AWD**, 7-Passenger, 275 HP, 109 in. WB, 80 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Toyota**	**Highlander (AWD)**	$34,626.00	$749.00	Freeway To

2	Sport Utility, **AWD**, 7-Passenger, 275 HP, 109 in. WB, 80 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Ford**	**Explorer (AWD)**	$29,814.00	$499.00	Downtown
2	Sport Utility, **AWD**, 7-Passenger, 275 HP, 109 in. WB, 80 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Dodge**	**Durango (AWD)**	$27,133.00	$499.00	Wondries F
2	Sport Utility, **AWD**, 7-Passenger, 275 HP, 109 in. WB, 80 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Chevrolet**	**Traverse (AWD)**	$28,670.00	$749.00	Winner Ch
2	Sport Utility, AWD, 7-Passenger, 275 HP, 109 in. WB, 80 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Volkswagen**	**Atlas (AWD)**	CURRENTLY UNAVAILABLE	CURRENTLY UNAVAILABLE	Elk Grove A
2	Sport Utility, AWD, 7-Passenger, 275 HP, 109 in. WB, 80 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Honda**	**Pilot (AWD)**	$33,065.00	$749.00	Selma Niss
3	Sport Utility, **4x4 or AWD**, 8-Passenger, 350 HP, 116 in. WB, 94 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101507	Each	1	**Ford**	**Expedition (4x4)**	$39,746.00	$499.00	Downtown
3	Sport Utility, **4x4** or **AWD**, 8-Passenger, 350 HP, 116 in. WB, 94 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101507	Each	1	**Chevrolet**	**Tahoe (4x4)**	$42,165.00	$749.00	Winner Ch
3	Sport Utility, **4x4 or AWD**, 8-Passenger, 350 HP, 116 in. WB, 94 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101507	Each	1	**Nissan**	**Armada (AWD)**	CURRENTLY UNAVAILABLE	CURRENTLY UNAVAILABLE	Wondries F
4	Sport Utility, 4x4 or AWD, 9-Passenger, 350 HP, 130 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17	Sacramento	25101507	Each	1	**Chevrolet**	**Suburban (4x4)**	$45,174.00	$749.00	Winner Ch
7	Small Sport Utility, 5-Passenger, HYBRID-ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Toyota**	**RAV4 (AWD)**	$27,446.00	$749.00	Freeway To
7	Small Sport Utility, 5-Passenger, HYBRID-ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Ford**	**Escape**	$29,150.00	$499.00	Downtown
8	Sport Utility, 7-Passenger, HYBRID-ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Toyota**	**Highlander (AWD)**	$36,689.00	$749.00	Freeway To

8	Sport Utility, 7-Passenger, HYBRID-ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Ford**	**Explorer**	$47,651.00	$499.00	Downtown
9	Sport Utility, 5-Passenger, PLUG-IN HYBRID ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101508	Each	1	**Mitsubishi**	**Outlander (AWD)**	$32,155.00	$844.00	US Fleet S
12	Sport Utility, 4x4 or AWD, 5-Passenger, 170 HP, 8.5 in. of Ground Clearance, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Subaru**	**Outback (AWD)**	$28,199.00	$1,295.00	Elk Grove A
12	Sport Utility, 4x4 or AWD, 5-Passenger, 170 HP, 8.5 in. of Ground Clearance, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Jeep**	**Grand Cherokee (4x4)**	$28,688.59	$499.00	Wondries F
14	Sport Utility, **4x4 Off-Road,** 5-Passenger, 260 HP, 9 in. of Ground Clearance, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Jeep**	**Grand Cherokee (4x4)**	$28,688.59	$499.00	Wondries F
14	Sport Utility, 4x4 Off-Road, 5-Passenger, 260 HP, 9 in. of Ground Clearance, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Jeep**	**Wrangler (4x4)**	$32,892.00	$749.00	Elk Grove A
15	Minivan, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Toyota**	**Sienna**	$31,479.00	$749.00	Freeway To
15	Minivan, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Kia**	**Sedona LX**	$25,258.00	$796.00	US Fleet S
15	Minivan, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Chrysler**	**Voyager**	$23,900.00	$749.00	Elk Grove A
15	Minivan, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Honda**	**Odyssey**	*$31,707.00*	$749.00	Selma Niss
16	Minivan, 4x4 or AWD, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Toyota**	**Sienna**	$33,399.00	$749.00	Freeway To
19	Van, 8-Passenger, 260 HP, 130 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Ford**	**Transit**	*$29,663.00*		Downtown
~~*[20*~~	~~*Van, 12-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.*~~	~~*Sacramento*~~	~~*25101505*~~	~~*Each*~~	~~*1*~~	~~*Nissan*~~	~~*NVP*~~	~~*NO LONGER AVAILABLE*~~		~~*Selma Niss*~~

20	Van, 12-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Chevrolet	Express 2500	$25,918.00			Winner Ch
20	Van, 12-Passenger, 260 HP, 135 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Ford	Transit	*$31,599.20*			Wondries F
21	Van, 15-Passenger, 260 HP, 145 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Chevrolet	Express 3500	$30,045.00			Winner Ch
21	Van, 15-Passenger, 260 HP, 145 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Ford	Transit 350	*$32,873.00*			Wondries F
22	Cargo Minivan, 130 HP, 114 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Ford	Transit Connect	*23,465.00*			Downtown
~~[22~~	~~Cargo Minivan, 130 HP, 114 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.~~	~~Sacramento~~	~~25101505~~	~~Each~~	~~1~~	~~Nissan~~	~~NV200~~	~~NO LONGER AVAILABLE~~			~~Selma Nis~~
22	Cargo Minivan, 130 HP, 114 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Ram	Pro City	$20,215.00			Elk Grove A
22	Cargo Minivan, 130 HP, 114 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Chevrolet	City Express	$22,858.00			Wondries F
22	Cargo Minivan, 130 HP, 114 in. WB, 120 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Ram	Pro Master	$21,397.00			Wondries F
23	Cargo Van, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Ford	Transit	*$25,129.00*			Downtown
~~[23~~	~~Cargo Van, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.~~	~~Sacramento~~	~~25101505~~	~~Each~~	~~1~~	~~Nissan~~	~~NV2500~~	~~NO LONGER AVAILABLE~~			~~Selma Nis~~
23	Cargo Van, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Ram	Promaster 1500	CURRENTLY UNAVAILABLE			Elk Grove A
23	Cargo Van, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Chevrolet	Express 2500	$24,032.00			Winner Ch
23	Cargo Van, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	Ram	Promaster 2500	$21,942.00			Wondries F

24	Cargo Van, 290 lb.-ft. Torque, 135 in. WB, 8500 GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Chevrolet**	**Express 2500**	$27,638.00		Winner Che
25	Cargo Van, 135 in. WB, 8500 GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Chevrolet**	**Express 2500**	$37,330.00		Winner Che
25	Cargo Van, 135 in. WB, 8500 GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Ford**	**Transit 150**	$38,469.84		Wondries F
26	Cargo Van, High Ceiling, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Ford**	**Transit**	$34,291.00		Downtown
~~[26~~	~~Cargo Van, High Ceiling, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.~~	~~Sacramento~~	~~25101505~~	~~Each~~	~~1~~	~~Nissan~~	~~NV 2500~~	~~NO LONGER AVAILABLE~~		~~Selma Niss~~
26	Cargo Van, High Ceiling, 270 HP, 135 in. WB, 8500 GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101505	Each	1	**Ram**	**Promaster 2500**	$21,942.00		Wondries F
28	Cargo Van, High Ceiling, 8500 GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Chevrolet**	**Express 3500**	$45,174.00		Winner Che
29	Minivan/Special Purpose Vehicle, 7-Passenger, 160 HP, 120 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	**Ford**	**T-Connect**	$25,858.00	$499.00	Downtown

The following items are applicable for options only. Not evaluated for award purposes.

Contact Line Item # (CLIN)	Description	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Manufacturer	Contract Unit Price
n/a	Additional options, (cost plus)	various	various	n/a	n/a	n/a	**Dealer Cost + 10 %**
n/a	Removal of options, (cost minus)	various	various	n/a	n/a	n/a	**Dealer Cost + 10 %**

Contacts:
Downtown Ford Sales - (916) 442-6931
Freeway Toyota - (559) 707-5735
Winner Chevrolet - (916) 429-4700
Elk Grove Auto Group (916) 429-4700
US Fleet Source (626) 316-70002
Wondries Fleet Group (626) 457-5590
Selma Nissan (559) 707-5735

End of Sheet

2022 FORD POLICE INTERCEPTOR UTILITY AWD

CITY OF SACRAMENTO CONTRACT B19153311005

MAJOR STANDARD EQUIPMENT			
AWD, 3.3L V6 DIRECT INJECTION FLEX FUEL GAS ENGINE, AUTOMATIC TRANSMISSION, ALL WHEEL DRIVE, ANTI LOCKING BRAKING SYSTEM, POLICE UTILITY WHEELS AND TIRES. REAR VIEW CAMERA DISPLAYED IN REAR VIEW MIRROR, POWER GROUP, BLUETOOTH INTERFACE, TWO WAY RADIO PRE-WIRE, ENGINE IDLE HOUR METER, COLUMN SHIFTER, HD VINYL FLOORING, 11-INCH SPACE BETWEEN FRONT SEATS, CONSOLE MOUNTING PLATE, (SELECT "BASE COLOR" BELOW), INCLUDES 5YR / 100,000 MILE POWERTRAIN WARRANTY WITH $0.00 DEDUCTABLE, CLOTH FRONT, VINYL REAR	K8A	**31,539.00**	
BASE COLOR	**ITEM**	**PRICE**	
OXFORD WHITE		0.00	
SHADOW BLACK		0.00	
ICONIC SILVER / SILVER GREY		0.00	
DARK BLUE / ROYAL BLUE / LIGHT BLUE		0.00	
SILVER GRAY / STERLING GREY / CARBONIZED GREY / TITANIUM		0.00	
VERMILLION RED / DARK TORREADOR RED		0.00	
MEDIUM BROWN / KODIAK BROWN		0.00	
TUTONE PAINT - 2 FRONT DOORS/ROOF WHITE, BALANCE BLACK		1,550.00	
TUTONE PAINT - 4 DOORS/ROOF WHITE, BALANCE BLACK		1,950.00	
POWERTRAIN OPTIONS		-	
CHANGE TO 3.3L V6 DIRECT INJECTION HYBRID ENGINE SYSTEM	99W	4,958.00	
CHANGE TO 3.0L ECOBOOST ENGINE	99C	2,022.00	
2020 POLICE RESPONDER HYBRID SEDAN			
WARRANTY: 3 YEAR/36,000 MILE BUMPER/BUMPER		STANDARD	
HYBRID WARRANTY: 8 YEAR/100,000 MILE HYBRID UNIQUE COMPONENTS		STANDARD	
POWERTRAIN WARRANTY: 5 YEAR/100,000 MILE POWERTRAIN		STANDARD	
MANY OPTIONS BELOW AVAILABLE FOR HYBRID SEDAN / SOME OPTIONS LESS EXPENSIVE			
FACTORY-INSTALLED OPTIONS			
100W SIREN/ SPEAKER -- INCLUDES BRACKET & PIGTAIL	18X	330.00	
18" PAINTED ALUMINUM WHEELS	64E	505.00	
2ND ROW CLOTH SEATS	88F	100.00	
AUXILLARY AIR CONDITIONING	17A	711.00	
BADGE DELETE (DELETES POLICE INTERCEPTOR BADGING) -- NO CHARGE	16D	0.00	
BALLASTIC DOOR PANELS - DRIVER & PASSENGER (LVL 3)	90E	3,500.00	
BALLASTIC DOOR PANELS - DRIVER & PASSENGER (LVL 4)	90G	5,100.00	
BATTERY 92 AMP	19K	115.00	
BLIND SPOT INDICATORS - INCLUDES HEAT MIRRORS	55B	573.00	
CARGO STORAGE VAULT	63V	258.00	
CLASS III TRAILER TOW PACKAGE (4-PIN AND 7-PIN CONNECTORS AND WIRING)	52T	183.00	
COURTESY LAMP DISABLED (DARK CAR)	43D	30.00	
DAYTIME RUNNING LIGHTS	942	50.00	
DOME LAMP RED / WHITE IN CARGO AREA	17T	100.00	
FRONT CONSOLE PLATE DELETE - NO CHARGE	85D	0.00	
FRONT HEADLAMP LIGHTING SOLUTION -- INCLUDES LED LOW BEAM / HIGH BEAM WIG-WAG FUNCTION	66A	942.00	
GLOBAL LOCK/UNLOCK - NO CHARGE	18D	0.00	
HEATED SIDE VIEW MORRORS	549	100.00	
HIDDEN DOOR-LOCK PLUNGER W/REAR DOOR CONTROLS INOPERABLE / WINDOWS INOP	52P	175.00	
INTERIOR UPGRADE PACKAGE	65U	415.00	
KEYED ALIKE - PROVIDE CODE	59B	100.00	
MIRRORS, HEATED SIDEVIEW	549	65.00	
NOISE SUPPRESSION BONDS (GROUND STRAPS)	60R	105.00	
OBD II SPLIT CONNECTOR	61B	60.00	
PERIMETER ANTI-THEFT ALARM (REQUIRED AND INCLUDES REMOTE KEYLESS ENTRY KEY FOB 55F)	593	500.00	
PRE-WIRING FOR GRILLE LED LIGHTS, SIREN, SPEAKER	60A	100.00	
POLICE ENGINE IDLE FEATURE	47A	375.00	
POLICE PERIMETER ALERT - DETECTS MOTION 270 DEGREE RADIUS SIDES AND BACK OF VEHICLE	68B	815.00	
POLICE WIRE HARNESS CONNECTOR KIT - FRONT / REAR	67V	300.00	
POWER PASSENGER SEAT	87P	350.00	
PRE-COLLISION ASSIST AND PEDEDSTRAIN DETECTION	76P	160.00	
READY FOR THE ROAD PACKAGE	67H	3,784.00	
REAR AUXILIARY LIFTGATE LIGHTS	43A	410.00	
REAR BUMPER STEP PAD	19P	200.00	
REAR VIEW CAMERA ON DEMAND	19V	350.00	
REAR CONSOLE PLATE DELETE	85S	50.00	
REAR DOOR HANDLES/CONTROLS INOPERABLE / LOCKS INOPERABLE	68G	170.00	
REAR LIGHTING SOLUTION	66C	500.00	
REAR QUARTER SIDE MARKER LIGHTS	63L	600.00	
REAR SPOILER TRAFFIC WARNING LIGHTS	96T	1,574.00	
REMOTE KEYLESS ENTRY	55F	375.00	
REVERSE SENSING SYSTEM	76R	300.00	
SIDE MARKER LIGHTS, LED, LOCATED ON EXTERIOR MIRROR HOUSING	63B	310.00	
SOLAR TINT 2ND ROW, PRIVACY GLASS REAR QUARTER AND LIFTGATE	92R	375.00	
SPOT LAMPS - LED - DUAL - UNITY	51S	710.00	
SPOT LAMPS - LED - DUAL - WHELEN	51V	710.00	
TAIL LAMP LIGHTING SOLUTION	66B	600.00	
TAIL LAMP / POLICE INTERCEPTOR HOUSING ONLY	86T	65.00	
ULTIMATE WIRING PACKAGE	67U	600.00	
UNDERBODY DEFLECTOR PLATE (ENGINE AND TRANSMISSION SHIELD)	76D	600.00	
WHEEL COVERS	65L	100.00	
DEALER UPFIT			
UNDERSEAL CHASSIS	SHOP	415.00	
KEYS - 4 STANDARD PER VEHICLE			

DOWNTOWN FORD SALES | (916) 442-6931 | WWW.DOWNTOWNFORDSALES.COM

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

122821

QUOTE

Customer

Name	PLUMAS COUNTY SHERIFFS OFFICE		
Address	1400 E MAIN ST		
City	QUINCY	State CA	Zip 95971
Phone	ATTN: CHAD HERMANN		

DATE	12/28/2021
SALES REP	KAYLA DEAN
PHONE	916-717-0362
FOB	QUINCY

Qty	Description	Unit Price	TOTAL
1	**2022 FORD POLICE INTERCEPTOR UTILITY AWD** CITY OF SACRAMENTO CONTRACT B19153311005	$31,539.00	$31,539.00
	EXTERIOR COLOR: WHITE		
OPTIONS			
1	92 AMP BATTERY (19K)	$115.00	$115.00
1	CALSS III TRAILER TOW PACKAGE (527)	$183.00	$183.00
1	COURTESY LAMP DISABLED (43D)	$30.00	$30.00
1	HEATED SIDE MIRRORS (549)	$100.00	$100.00
1	READY FOR THE ROAD PACKAGE (67H)	$3,784.00	$3,784.00
1	REAR VIEW CAMERA ON DEMAND (19V)	$350.00	$350.00
1	SOLAR TINT (92R)	$375.00	$375.00
1	SPOT LAMPS - DUAL - WHELEN (51V)	$710.00	$710.00
1	DOC FEE	$85.00	$85.00
	SALES TAX CALCULATED AT 7.25% BASED ON REGISTRATION ADDRESS		

SubTotal	$37,271.00
DELIVERY	$500.00
SALES TAX	$2,702.15
CA Tire Tax	$8.75
TOTAL	$40,481.90

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name _____

CC # _____

Expires _____

Office Use Only

$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE *DATE*

PURCHASE ORDER

DATE	12/28/2021
PO #	2021-1228

Plumas Co Sheriff's Office

1400 E Main St.
Quincy , CA 95971
Phone 530-283-6375
Fax-530-283-6344

VENDOR

Downtown Ford Sales
525 N16th Street
Sacramento, CA 95811

Attn: Kayla Dean

SHIP TO

Plumas Co Sheriff's Office
Attn: Chad Hermann
1400 E Main St
Quincy, CA 95971
530-283-7440

NET TERMS	SHIP VIA	F.O.B.	AUTHORIZED BY
30	Delivered		Chad Hermann

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	2022 Ford Police Interceptor Utility AWD as specified on quote #122821	6	37,271.00	223,626.00
				-
				-
				-
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				-
				-
				-

SUBTOTAL	223,626.00
TAX	16,212.90
SHIPPING	3,000.00
OTHER	52.50
TOTAL	**$ 242,891.40**

Comments or Special Instructions

Other = Tire Fee

If you have any questions about this purchase order, please contact
Chad Hermann - 530-283-6361 - chermann@pcso.net

Item 6F2

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: **January 10, 2022**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Todd Johns**

RE: **Agenda Item for the meeting of January 18, 2022**

Recommended Action:

Review the attached documentation and approve payment for a generator installed on Dyer Mt.

Background and Discussion:

As the Board of Supervisors knows, public safety, not just the Sheriff's Office, has considerable communication equipment located on Dyer Mtn. During the Dixie fire the site generator failed due to excessive heat. As an interim solution, CalOES provided a diesel powered generator, which they rented and maintained for County use.

While the OES supplied generator was in place, the Sheriff's Office looked at the possibility of repairing the current generator before winter. This conceivably is possible, but due to supply chain issues no parts were available and distributors citied it could be a year before they're available. With winter coming, the temporary generator was no longer a solution as it was not in a structure and there would be no way to reliably maintain or fuel it.

To that end, the Sheriff's Office tried to locate a new generator with extremely minimal luck. All governmental contracts this type of purchase would normally use had 125 to 180 day delivery times. This would leave an important communication site with no power should there be more failures over the winter.

A generator was found at an online site that would fill the gap until a proper replacement could be purchased down the road. CalOES and FEMA both

agreed that the costs involved would be a acceptable expense under the federal disaster declaration.

Locally, since we could not find multiple vendors to provide quotes, we had to use an exemption in the County Purchasing Policy to buy the generator as it was an emergent need. This required the County Administrator to review and approve the purchase, which he did. There was also a request to have the Sheriff's Office come to the BOS after the fact and brief them on what had transpired and how the solution was implemented.

Electric Generators Direct
969 Veterans Parkway Suite C
Bolingbrook, IL 60490
(800) 800-3317

Order Number
EGD3008149

Bill To:
Chad Hermann
County of Plumas
1400 E Main St
QUINCY, CA 95971-9402
US

Ship To:
Chad Hermann
County of Plumas
1400 E Main St
QUINCY, CA 95971-9402
US

Billing Number: 5302836375
Paid By: CyberSource

Purchased: October 21, 2021 at 11:14am
E-Mail: mgrant@pcso.net

Products:	Model	Price	Total
1 Generac Guardian® 7042 22kW Aluminum Home Standby Generator w/ Wi-Fi *- Lift Gate Service: No, We Can Handle It Ourselves* *- Battery: No Battery*	7042	$4,849.00	**$4,849.00**

Sub-Total:	$4,849.00
Shipping:	$0.00
CA Sales Tax: (Estimate)	$351.55
Total:	**$5,200.55**

Print Create PDF

70357 542203

COUNTY ADMINISTRATOR
Gabriel Hydrick

M E M O

Date: 10/19/2021

To: Mike Grant, Sheriff Department

From: County Administrator

Subject: Dyer Mtn Generator

Mike,
I appreciate your memo and request dated 10/18/21 to purchase a generator for Dyer Mountain to keep vital communications among first responders in place across the County through this winter, and possibly longer.

I noticed you provided a few different prices from three (3) different vendors and two (2) are delayed in shipping this fixed asset. As you know, we already have snow on the mountains and purchasing and installing a generator now is an exigent situation. Further, I understand that the generator provided by CalOES for interim use is not practical because it is manual and requires staff to travel to the top of a mountain (7,476') during winter months.

I find this meets requirements and emergencies in the Purchasing Policy as noted in your memo.

This purchase qualifies as a Fixed Asset. Please use this form (link provided below) and submit to the Auditor's office.
https://www.plumascounty.us/DocumentCenter/View/1616/fixed_asset_form?bidId=

In addition, according to the Purchasing Policy I recommend this be brought before the Board of Supervisors as an informational item at the next Board meeting for their situational awareness and approval. In the meantime, please move forward with the purchase.

> 1-6 PROCEDURES FOR PURCHASING FIXED ASSETS Fixed assets must be approved by the Board of Supervisors and appropriated in the respective departmental budget prior to purchase. For purposes of this Policy, "fixed assets" are defined as those items of equipment that cost $1,500.00 or more and have a life of greater than one year. If a department wishes to purchase an alternate fixed asset in lieu of that previously authorized by the Board of Supervisors in the budget, a request shall be submitted to the CAO. Dependent upon the nature of the alternate, subsequent Board approval may be required.

Finally, I would like a response to these questions- the funding source for this purchase and if the Sheriff Department will seek reimbursement for this purchase given the existing generator failed during the Dixie Fire.

Kind regards,

Gabriel Hydrick
County Administrator

CC:
Chair Engel
Auditor
Under Sheriff Hermann

Plumas Co. Sheriff

Memo

To: Gabriel Hydrick

From: Mike Grant MG

Date: 10/18/21

Re: Dyer Mtn

As you are aware, the generator on Dyer Mtn failed during the fire. CalOES has provided a temporary generator that only works manually requiring someone to travel to the site and start/stop the unit. This is impractical in the winter months and with no enclosure, will be impossible to maintain in the snow. To this end, CalOES is not providing us with a solution to get the county through until spring.

I have contacted both Kohler and Generac government sales and neither, because of supply chain problems, can get us a generator earlier than about 6 weeks. Some units are 6-7 months out for delivery. I have also contacted a number of direct suppliers, most notable Lowes and Home Depot and have been told the same thing, very long wait times for delivery. This will not work for a solution that takes us through the winter months, during which we typically have numerous power outages on the mountaintop. Dyer houses repeaters for law, fire and EMS which are critical for County operations and require power to function.

Under section 3-1 (m) Exceptions to Competitive Bidding of the County Purchasing Policy (attached) it allows for a purchase of equipment under these emergent circumstances.

To that end, I found a single vendor, Generators Direct that has a suitable generator in stock and available for immediate shipping. Fortunately it has the lowest price of online vendors for the same product. I included a few sample prices and highlighted potential ship dates for your review, if necessary.

To make this purchase we would need to use either the Sheriff or the Undersheriff's credit card as the vendor does not accept POs.

This requires, per policy as this purchase will be over $5,000, that we need your approval to purchase the generator, which costs $4,849.00 before tax and with free shipping.

Thank you.

waiver of competitive bidding.

(i) Data processing, telephone, and reprographic goods, services and equipment, software, installation, maintenance and training, providing that such installation is not a project as defined in the Public Contract Code; and provided that the CAO approves of the waiver of competitive bidding.

(j) Proprietary drugs and pharmaceuticals, medical supplies and equipment;

(k) Training, seminars, classes for County personnel;

(l) Sole source procurement, defined as an award for a commodity or service which can only be purchased from one supplier, usually because of its technological, specialized, or unique character; provided that the CAO approves of the waiver of competitive bidding.

(m) Emergency purchases necessary when unforeseen circumstances require an immediate purchase in order to avoid a substantial hazard to life or property or serious interruption of the operation of a County department, or the necessary repair of County equipment or heavy equipment required for the operation of a County department;

(n) When the Purchasing Agent or his/her designee determines that making a specific purchase without competitive bidding is reasonably necessary for the conduct of County business;

(o) When the Purchasing Agent or his/her designee determines that it is in the best interest of Plumas County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense;

(p) When the product/services are needed by the County pending a bid award and a contractor agrees to provide such product/services at the same contract price as a previous award, until a new contract has been awarded. Such interim period contracts shall not exceed ninety days, or until conclusion of a bidder's appeal;

(q) Fuel credit cards/purchases;

(s) Purchases of commodities and services from public and private non-profit corporations operating workcenters for the disabled pursuant to Welfare Institutions Code sections 19403 and 19404.

(t) Goods or services where the cost is under five hundred dollars ($500.00). However, sealed competitive bidding is not required except for purchases exceeding ten thousand dollars ($10,000).

(u) Materials and supplies that are acquired from a vendor based on a contractual arrangement with the vendor that was established pursuant to a competitive bid process.

SECTION 4

SUMMARY OF PURCHASING AUTHORITY AND COUNTY'S PURCHASING POLICY

4-1 PURCHASE OF GOODS AND SERVICES UNDER $500

For goods and supplies less than $500, competitive quotations are not required, but prudent buying techniques normally suggest contacting at least two or more vendors for a comparison of competitive prices.

The delegation of authority to department heads to purchase goods or supplies less than $500 is intended to facilitate the economical and orderly procurement of personal property by

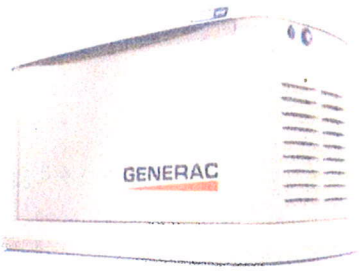
ELECTRIC GENERATORS DIRECT

Call 800-800-3317 Help

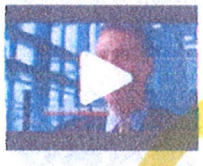
Shop By Category

Deliver to 95971 Change Location

Home / Shop by Brand



Hover to zoom



Generac Guardian® 7042 22kW Aluminum Home Standby Generator w/ Wi-Fi

Model: 7042

GENERAC ★★★★½ (39) Write a Review Q&A (1)

Sale Ends 10/24

$4,849.00 Was ~~$5,127.00~~

Free Shipping & Lift Gate

In-Stock Ships in 1-2 Business Days

Shipping to 95971 Update Shipping Details

$61 / Month

With our 132 months 9.99% APR*

132 fixed monthly payments required.

Click for important monthly payment and offer information.

Switch Options

None

Qty. 1

Chat with an Expert

Generac Guardian Series Air-Cooled Home Standby Generator — 22kW (LP)/19.5kW (NG), Model# 7042

Item# 54316 ★★★★★ 5.0 (1) Write a Review Ask a Question

Only $4849.00

Free Shipping (Lower 48 states)

Ship It Free (Lower 48 States)
Factory Shipped —
Backordered - Expected to Ship 03/04/2022
See Unloading Instructions

- True Power™ technology delivers superior power quality with less than 5% total harmonic distortion
- OHVI™ engine requires less maintenance
- Quiet-Test™ self-test mode is quieter and uses less fuel
- Tough, durable all-weather, corrosion-resistant aluminum enclosure
- Pre-attached composite mounting pad

Product Summary

The Generac Guardian Series Air-Cooled Home Standby Generator protects your home automatically 24/7. Runs on natural gas or liquid propane (LP) fuel, and sits outside just like a central air conditioning unit. No refueling, no manual starting and no extension cords are necessary. Delivers power directly to your home's electrical system, backing up your entire home or just the most essential items. Tool-less fuel conversion, internal main circuit breaker and system status LED. Includes Mobile Link™ remote monitoring for checking the status of your generator from anywhere in the world using your smartphone, tablet or PC for free. Assembled in U.S.A. with 24/7/365 customer support. Requires transfer switch, not included. **Not intended for use as primary power in place of utility or in life-support applications. Read the owner's manual in its entirety before using this product.**

What's Included
(1) Home standby generator (1) Pre-attached composite mounting pad

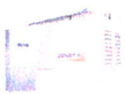
Features + Benefits

- True Power™ technology delivers superior power quality with less than 5% total harmonic distortion
- OHVI™ engine requires less maintenance
- Quiet-Test™ self-test mode is quieter and uses less fuel
- Tough, durable all-weather, corrosion-resistant aluminum enclosure
- Pre-attached composite mounting pad
- Smart, user-friendly Generac Evolution™ Controller features a dual-line multilingual LCD display
- Includes Mobile Link™ remote monitoring for checking the status of your generator from anywhere in the world using your smartphone, tablet or PC for free
- 24/7/365 Customer Support Team
- Requires transfer switch, not included

Key Specs

Item#	54316	Rated Watts NG (kW)	19.5
Brand	Generac	Surge Watts NG (kW)	19.5
Manufacturer's Warranty	5 year limited warranty	Noise Level (dB)	67
Ship Weight	476.0 lbs	Enclosure	Aluminum
Surge Watts (kW)	22/19.5	Start Type	Automatic
Rated Watts (kW)	22/19.5	Battery Required	Yes
Volts	120/240	Battery Included	No
Amps	91.66 LP/81.25 NG	Transfer Switch	No
Fuel Type	Liquid propane, natural gas	Auto Shutdown	Yes
Engine	Generac OHVI	UL Listed	Yes
Engine Displacement (cc)	999	Engine Cooling	Air
Rated Watts LP (kW)	22	Dimensions L x W x H (in.)	48 x 25 x 29
Surge Watts LP (kW)	22		

Compare with Most Popular Home Standby Generators

	Currently Viewing				
	Generac Home Standby Generator — 24kW (LP)/21kW (NG), 200 Amp Transfer Switch, Aluminum Enclosure, Model# 7210 ★★★★★ (47) Only $5681.00	 Generac Guardian Series Air-Cooled Home Standby Generator — 22 kW (LP)/19.5 kW (NG), 200 Amp Transfer Switch, Model# 7043 ★★★★★ (1843) Only $5427.00	Generac Guardian Series Air-Cooled Home Standby Generator — 22kW (LP)/19.5kW (NG), Model# 7042 ★★★★★ (1) Only $4849.00	Generac Guardian Series Air-Cooled Home Standby Generator — 10 kW (LP)/9 kW (NG), 16S Amp Transfer Switch, Model# 7172 ★★★★½ (9) Only $3326.00	Generac PowerPact Air-Cooled Home Standby Generator — 7.5kW (LP)/6kW (NG), Steel Enclosure, Model# 6998 ★★★★½ (210) Only $1999.00
Surge Watts (kW)	-	22/19.5	22/19.5	10/9	7.5
Rated Watts (kW)	24/21	22/19.5	22/19.5	10/9	7.5
Volts	120/240	120/240	120/240	120/240	120/240
Amps	180	91.66 LP/81.25 NG	91.66 LP/81.25 NG	-	31.25 LP/25 NG
Fuel Type	Liquid propane, natural gas	Liquid propane, natural gas	Liquid propane, natural gas	Liquid propane, natural gas	Liquid propane, natural gas

CATEGORIES

All Generators

All Generators by kW Rating

Generator Parts

Generator Accessories

Transfer Switches

Light Towers

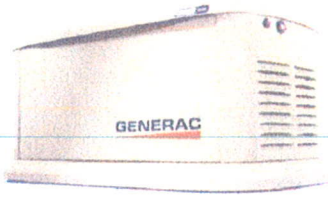
Pressure Washers

Power Converters

Solar Power

EV Charging Stations

BRANDS



Generac 7042 22kW Guardian Generator with Wi-Fi

SKU: 7042

$4,849.00

$156.45 / Month *

Free Shipping

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Free Liftgate Service*

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Home » All Products » Generac HSB Air Cooled Generators » Generac 7042 22kW Air-Cooled Standby Generator

Home / Generac HSB Air Cooled Generators / Generac 7042 22kW Air-Cooled Standby Generator

Generac 7042 22kW Air-Cooled Standby Generator

$ 5,127.00

Generac 22/19.5 kW Air-Cooled Standby Generator boasts a 22 kW maximum continuous power output with a maximum 91.7 amp continuous load capacity, and a 240V load rating. Options for liquid propane or natural gas.

- Specification Sheet
- Brochure

Notes:

- Need Free Shipping? Call us at 262-654-3833
- Values above are for liquid propane fuel
- For values of natural gas, please read product description, or consult the specification sheet below

Available on backorder

Smart Management Module

None

Mobile Linx Cellular Accessories

None

Warmers

☐ 7101 | Battery Pad Warmer | (+$ 104.99)

☐ 7103 | Breather Warmer | (+$ 94.99)

Accessory Kits

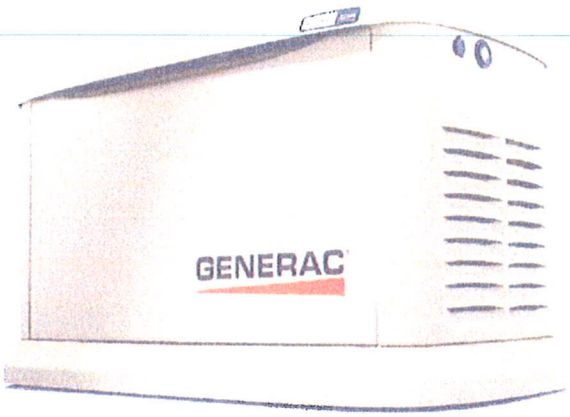
☐ 5621 | Auxiliary Transfer Switch Contact Kit | (+$ 21.59)

Garden & Outdoor ▾ Enter keyword or product number

0

Amazon Home Shop by Room Discover Shop by Style Home Décor Furniture Kitchen & Dining Bed & Bath Garden & Outdoor Home Improvement

amazon pharmacy The pharmacy that really delivers Learn more ›



Roll over image to zoom in

Generac 7042 Standby Generator

Visit the Generac Store

4 ratings | 14 answered questions

Currently unavailable.

We don't know when or if this item will be back in stock.

Brand	Generac
Item Dimensions LxWxH	48 x 25 x 29 inches
Item Weight	476 Pounds
Voltage	120 Volts

About this item

- True power technology delivers best-in class power quality (less than 5% thd) for Smooth operation of sensitive electronics and appliances
- Automatic transfer switch Sold Separately
- Generac evolution controller features LED indicators for generator status, utility power presence or maintenance required
- Tough, durable all-weather aluminum enclosure offers 3 removable sides for easy access for installation, service and maintenance
- Battery not included. Generac Battery 7042 5819 Sold Separately.

Compare with similar items

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Currently unavailable.

We don't know when or if this item will be back in stock.

Deliver to Plumas - Quincy 95971

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Page 1 of 9

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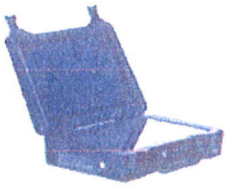
4,415

$1,399.00

DuroMax XP12000HX Dual Fuel Portable Generator-12000 Watt Gas or Propane Powered El...

68

$1,599.00



Renogy Phoenix Elite Portable Generator Built-in 20W Solar Panel and Lithium Batter...

362

$449.99

DuroMax XP5500EH Electric Start-Camping & RV Ready, 50 State Approved Dual Fuel Por...

5,282

$649.00

Jackery Portable Power Station Explorer 500, 518Wh Outdoor Solar Generator Mobile L...

5,576

$499.99

Item 6G

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

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

NEAL CAIAZZO
DIRECTOR

DATE: DECEMBER 16, 2021

TO: HONORABLE BOARD OF SUPERVISORS

FROM : NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JANUARY 18, 2022

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED OFFICE ASSISTANT POSITION

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant and funded Office Assistant position in the Department of Social Services as soon as administratively possible.

.

Background and Discussion

The Department of Social Services has experienced a recent vacancy in the class of Office Assistant. This position became vacant when the incumbent was promoted to Eligibility Specialist on December 13, 2021.

This position is responsible for clerical support and reception services that support all programs in the Department. The incumbent performs a variety of clerical/reception work including screening and logging into the CalSaws system including the initial eligibility application for public assistance benefits. The incumbent sorts and delivers incoming Departmental mail and, may make deliveries to the Courthouse

Financial Impact

The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

Copies: DSS Management
Nancy Selvage, Human Resources Director

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Office Assistant – Clerk/Receptionist

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

  Answer: Yes. Public social services are state mandated.

- 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. Additionally the caseload is growing and the state provides funds to meet this growth. The position performs state mandated fingerprint imaging and screening of applicants.

- How long has the position been vacant?

  Answer: The position has been vacant since December 13th.

- 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. The state determines appropriate staffing levels and funds accordingly.

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

  Answer: We will not be able to process perform tasks associated with Eligibility Determinations.

- 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 this function .

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

  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.

- 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. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year. Below, we provide the activity for the past three years:

- FY 2006/07 --- $658.071
- FY 2007/08 --- $744,339
- FY 2008/09 --- $494,112 (As of 12/16/08)

Position Classification: Office Assistant I/II

FTE: 1.00

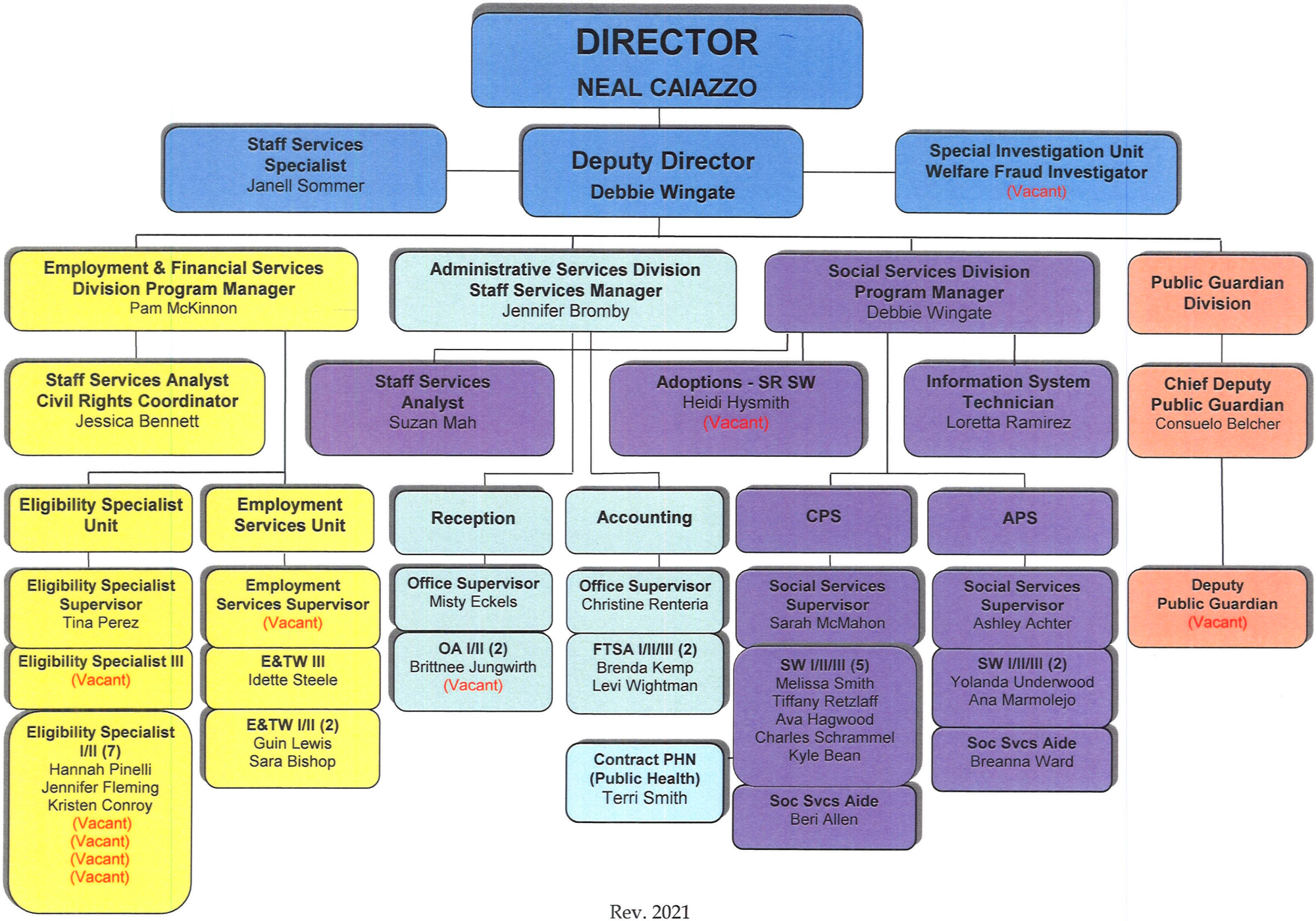
Budgeted Position: Yes

Mandated Program: Yes

Position Description: This position is responsible for clerical support and reception services that support all programs in the Department. The incumbent performs a variety of clerical/reception work including screening and logging into the CalSaws system including the initial eligibility application for public assistance benefits. The incumbent sorts and delivers incoming Departmental mail and, may make deliveries to the Courthouse.

Funding Sources: The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



Rev. 2021

Item 6H2

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director T.F.

MEETING DATE: January 18, 2022

SUBJECT: SIERRA VALLEY SUBBASIN GROUNDWATER SUSTAINABILITY PLAN ADOPTION

STAFF RECOMMENDATION:

Adopt RESOLUTION approving the Sierra Valley Subbasin Groundwater Sustainability Plan (GSP).

BACKGROUND:

In 2014, Governor Brown signed into law a package of bills (Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739) collectively called the Sustainable Groundwater Management Act (SGMA). The intent of SGMA is to create a "framework for sustainable groundwater management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing undesirable results." The Sierra Valley groundwater basin is a medium-priority basin. A Memorandum of Understanding (MOU) was made and entered into on January 8, 2019 by and between the SVGMD and Plumas County to establish and facilitate a cooperative and ongoing working relationship between the County and the District, as co-GSAs, to develop a single Sierra Valley Subbasin GSP.

DISCUSSION:

Purpose

The purpose of the GSP is to ensure that "sustainable groundwater management" in the Sierra Valley Subbasin is achieved by 2042 and maintained at least until 2072. Sustainable groundwater management is the management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing "undesirable results." Undesirable results are defined by SGMA as one or more of the following effects caused by groundwater conditions occurring throughout a groundwater basin:

(a) Chronic lowering of groundwater levels indicating a significant and unreasonable depletion of supply if continued over the planning and implementation horizon. Overdraft during a period of drought is not sufficient to establish a chronic lowering of groundwater levels if extractions and groundwater recharge are managed as necessary to ensure that reductions in groundwater levels or storage during a period of drought are offset by increases in groundwater levels or storage during other periods.

(b) Significant and unreasonable reduction of groundwater storage.

(c) Significant and unreasonable degraded water quality, including the migration of contaminant plumes that impair water supplies.

(d) Significant and unreasonable land subsidence that substantially interferes with surface land uses.

(e) Depletions of interconnected surface water that have significant and unreasonable adverse impacts on beneficial uses of the surface water.

Sustainability Goal

As required by SGMA, a Sustainability Goal must be developed to fulfill the regulations and culminate in the absence of undesirable results within the next 20 years. The overarching Sustainability Goal for groundwater management in the Sierra Valley Subbasin is:

> *To manage groundwater resources in a manner that best supports the long-term health of the people, the environment, and the economy of Sierra Valley into the future by avoiding significant and unreasonable impacts to environmental, domestic, agricultural, and industrial beneficial uses and users of groundwater.*

The purpose of this goal is to avoid significant and unreasonable impacts to the environmental, agricultural, domestic, industrial, and community beneficial uses and users of groundwater in Sierra Valley. The sustainability goal incorporates managing groundwater conditions for each of the applicable sustainability indicators in the Subbasin so that:

1. Groundwater elevations and groundwater storage do not significantly decline below their historically measured range (i.e., January 2015 levels), thereby protecting the existing well infrastructure from impacts, protecting groundwater-dependent ecosystems, and avoiding significant streamflow depletion due to groundwater pumping.
2. Groundwater quality is suitable for the beneficial uses in the Subbasin and is not significantly or unreasonably degraded.
3. Significant and unreasonable land subsidence is prevented in the Subbasin. Infrastructure (e.g., roads, foundations, water conveyances, and well casings) and agriculture production in the Subbasin remain safe from land subsidence.
4. Significant and undesirable depletions of interconnected surface water (ISW) due to groundwater pumping are avoided by arresting hydraulic gradients near ISW and through projects and management actions that bolster groundwater levels.
5. The GSA groundwater management is effectively integrated with other watershed and land use planning activities through collaborations and partnerships with local, state, and federal agencies, private landowners, and other organizations, to achieve the broader “watershed goal” of adequate groundwater recharge and sufficient surface water flows to sustain healthy ecosystem functions.

The Sustainability Goal will be achieved by quantifying and minimizing potential impacts. Scientifically informed Sustainable Management Criteria (SMC) will continue to be developed that avoid significant and unreasonable impacts to beneficial uses and users of groundwater. The GSAs will implement projects and management actions, monitor SMCs, and iteratively refine the GSP so that the Sustainability Goal is achieved. Monitoring the sustainability indicators (i.e., groundwater level and storage, ISW, groundwater quality, and land subsidence) is fundamental to measure GSP progress and groundwater levels are proposed to be used as a proxy for changes in storage, ISW, and land subsidence. Groundwater quality is proposed to be monitored through the concentration of selected constituents and water quality parameters.

Projects and Management Actions

Implementation of projects and management actions (PMAs) will occur throughout implementation of the GSP. PMAs are classified under three main categories: (1) demand management for groundwater; (2) supply augmentation; and (3) others such as enhancement of data collection and education and outreach. Furthermore, PMAs are organized into 2 tiers reflective of the timeline for implementation.

TIER I: *Existing PMAs that are currently being implemented to provide demand management, supply augmentation, and other management actions and are anticipated to continue to be implemented, with potential new enhancements only if considered technically and economically feasible.*

- **Inventory and Metering:** SVGMD maintains a list of large-capacity wells in the SV Subbasin, including active metered wells and inactive wells. All active large-capacity agricultural wells are fitted with flow meters owned and read by SVGMD.
- **Monitoring and Reporting:** SVGMD reads flowmeters on large-capacity agricultural wells monthly during the growing season and sounds monitoring wells for groundwater levels periodically. DWR measures groundwater levels in the Subbasin twice per year and posts results in CASGEM. The Sierra Valley Watermaster collects stream flow data in the Subbasin, which is not published publicly.
- **Data Management and Modeling:** SVGMD collects water usage data from large-capacity agricultural wells as well as usage data from municipal well operators in the Subbasin. SVGMD and DWR collect water-level data in monitoring wells around the Subbasin, with DWR data posted in CASGEM and SVGMD data reported in public board meetings. Water quality data has been sporadically collected by DWR and more regularly collected by County Environmental Health Departments for public supply wells.
- **Education and Outreach:** Includes items such as public workshops, presentations at SVGMD Board meetings that open to the public, and GSP materials posted on the SVGMD website.
- **SVGMD Well Permit Ordinances:** Require meters on all high-capacity wells (Ordinance 82-03). Require review of water availability for new development applications (83-01). Restrict installation of new high-capacity agricultural wells in specific areas of the SV Subbasin (18-01 §3a).
- **Reuse:** Of treated wastewater from Loyalton WWTP and former Loyalton Mill/Co-gen plant for crop irrigation.
- **Sierra Brooks—Smithneck Wildland Urban Interface Fuels Reduction Project:** Grant-funded project to reduce heavy fuel loads through mastication, manual forest thinning, and brush abatement to improve water retention and water quality. Builds on other projects in the area to increase forest resilience and resistance to destructive wildfire, disease, and insect infestation, and protect the community of, and water supply for, Sierra Brooks.

TIER II: *PMAs identified for consideration within the first five years of the GSP based on an evaluation of effectiveness, feasibility, and funding availability, and based on these evaluations, the GSAs will set the highest priority PMAs to be scheduled for near-term initiation and implementation (2022-2027), while others will be designated as needing feasibility studies or pilot projects that will be implemented over the first five years of GSP implementation.*

- Agricultural Efficiency Improvements
- Well Inventory Expansion
- Reoperation of, or Adjustments to, Surface Water Supplies
- Off-stream Storage
- Drought Mitigation and Planning
- Water Conservation
- Groundwater Trading and Allocations System
- Watershed and Upland Management and Restoration
- Voluntary Managed Land Repurposing
- Groundwater Recharge / Managed Aquifer Recharge (MAR)
- Assessment of Post-fire Hydrology – Water Supply Augmentation
- Climate Change Impact Assessment

Cost

The costs for the GSP will include funding for functions associated with GSAs management and administration and capital project costs (e.g., monitoring SMCs and implementing PMAs).

Overall GSP cost of management and administration is projected to be between $68,500 - $142,000 annually. It's anticipated that the GSAs will be able to cover the projected cost of management and administration at the start of the GSP implementation process through to the current SVGMD revenue and fee structure.

GSP implementation of capital projects are expected to be funded through current and future available grants and other various funding opportunities from state and federal sources.

As GSP implementation proceeds, the GSAs will further evaluate funding mechanisms and may perform a fee study with a cost-benefit analysis to support consideration of potential refinements. The need for additional revenue beyond the current SVGMD revenue and fee structure will be determined.

Schedule

The submittal deadline of the adopted GSP to DWR is January 31, 2022.

DWR is required to post the adopted GSP, submittal date, and materials submitted on the DWR SGMA Portal within 20 days of receipt, and DWR is required to establish a period of no less than 60 days to receive public comment on the adopted GSP, although DWR has decided to open the comment period for 75 days (Attachment 1).

Further, pursuant to SGMA, DWR will evaluate the adopted Sierra Valley Subbasin GSP and issue a written assessment within 2 years of the submittal to determine compliance with SGMA. DWR's evaluation and assessment is based on criteria outlined in the SGMA GSP Regulations and DWR must make a determination of the status of the GSP, as follows:

- **Approved.** DWR approves the GSP as it satisfies the requirements of SGMA.
- **Incomplete.** DWR can determine the GSP has one or more deficiencies that preclude approval, but which may be capable of being corrected by the GSAs in a timely manner (i.e., not to exceed 180 days from the date DWR issues the assessment).
- **Inadequate.** DWR can disapprove a GSP if DWR determines inadequacy based on SGMA requirements and criteria for plan evaluation and if the GSP was determined to be incomplete and the GSAs have not taken sufficient actions to correct those deficiencies.

To track DWR's review, refer to the DWR SGMA Portal GSP Status Summary page at:
https://sgma.water.ca.gov/portal/gsp/status

Initiation of GSP implementation by the GSAs starts immediately after adoption. While most activities are continuous during GSP implementation, annual reports will be submitted to DWR by April 1st of each year, starting in 2022, and periodic five-year assessment reports will be submitted to DWR by April 1st every five years (i.e., 2027, 2032, 2037, and 2042).

PUBLIC HEARINGS AND ADOPTION:

The SVGMD and Plumas County Board of Supervisors, on December 20, 2021, and December 21, 2021, respectively, held public hearings discussing Technical Advisory Committee (TAC), public, District, and County comments on the Public Review Draft GSP; and on January 10, 2022, the District held a special meeting to further discuss District comments.

The SVGMD anticipates adoption of the Final GSP on January 17, 2022 by Resolution.

The Plumas County Board of Supervisors anticipates adoption of the Final Sierra Valley Subbasin GSP (Attachment 2) on January 18, 2022 by Resolution (Attachment 3).

ATTACHMENTS:

1. DWR Sustainable Groundwater Management Office Frequently Asked Questions on Public Commenting on Groundwater Sustainability Plans

2. Final Sierra Valley Subbasin GSP for adoption

    a. Hard copy for viewing can be found at the Clerk of the Board of Supervisors office

    b. Electronic copy for download can be found on the SVGMD's website:

    https://www.sierravalleygmd.org/gsp-documents

3. A RESOLUTION of the Board of Supervisors of the County of Plumas Adopting the Sierra Valley Subbasin Groundwater Sustainability Plan

CALIFORNIA DEPARTMENT OF WATER RESOURCES
SUSTAINABLE GROUNDWATER MANAGEMENT OFFICE

Frequently Asked Questions on Public Commenting on Groundwater Sustainability Plans

Under the Sustainable Groundwater Management Act (SGMA) the Department of Water Resources (DWR) will post groundwater sustainability plans (GSPs) to its website[1] within 20 days of receiving the plan.

Once a plan is posted, it will be open to public comment. The minimum period for public comment is 60 days[2], but DWR has decided to open the comment period for 75 days. While DWR will not respond to public comments directly, it will consider those comments during its evaluation of the plans.

Here are a few frequently asked questions and answers about the public comment process. More information about GSPs can be found at DWR's GSP web page.[3] If you have additional questions you can contact the SGMA team at sgmps@water.ca.gov.

Who can comment on a GSP?

Anyone can submit a public comment on a GSP.

How can I comment on a GSP?

Visit https://sgma.water.ca.gov/portal/gsp/all. Find the GSP you're interested in and click the blue comment button under the *Action* column and then click *Add Comment*. Fill in the information on the Comment Submission form and click *Submit*. The Comment Submission form includes the ability to upload additional files if desired (e.g., Adobe PDF documents). Note that a SGMA Portal account is not required to submit public comments.

When does the public comment period start?

Each plan will have a slightly different public comment window. The public comment period is initiated once the plan is posted to DWR's website. DWR's SGMA Portal

[1] https://sgma.water.ca.gov/portal/gsp/all
[2] SGMA requires a public comment period of 60 days and DWRs GSP Emergency Regulations further clarify that the public comment period will be "no less than 60 days" after that GSP has been accepted by DWR for evaluation. Refer to 23 CCR § 353.8(b).
[3] https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management/Groundwater-Sustainability-Plans

website is updated in real time and provides information about when the public comment period for each GSP closes.

Can public comments be submitted after the close of the comment period?

Public comments can be submitted at any time via the SGMA Portal and will be posted publicly. While DWR staff will make every effort to review and consider any comments received, DWR is only required to consider those comments received during the official 75-day public comment period.

Where can public comments on a GSP be viewed?

All submitted public comments can be viewed on the SGMA Portal. When viewing the list of submitted GSPs, comments can be viewed by clicking on the *Comment* button for a particular GSP under the *Action* column.

Will GSAs receive notice when public comments are sent to DWR?

Yes, notification emails will be sent to the designated Plan Manager when a public comment on a GSP is submitted on the SGMA Portal. For basins with multiple GSPs, both the Plan Manager and the Point of Contact will receive the notification.

What will GSAs do with public comments submitted to DWR?

There is no statutory or regulatory requirement for how GSAs handle public comments submitted to DWR on their adopted GSPs. As such, GSAs have discretion regarding what to do with those public comments. For example, they may choose to respond directly to the comments by loading a response to the SGMA Portal. Alternatively, they may choose to respond in annual reports or future updates to their GSP.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PLUMAS
ADOPTING THE
SIERRA VALLEY SUBBASIN GROUNDWATER SUSTAINABILITY PLAN**

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act ("SGMA"), which went into effect on January 1, 2015, and has been amended from time-to-time thereafter; and

WHEREAS, the stated intent of SGMA, as set forth in California Water Code Section 10720.1, is to provide for the sustainable management of groundwater basins; to enhance local management of groundwater consistent with rights to use or store groundwater and Section 2 of Article X of the California Constitution; to establish minimum standards for sustainable groundwater management; to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; to avoid or minimize subsidence; to improve data collection and understanding about groundwater; to increase groundwater storage and remove impediments to recharge; to manage groundwater basins through the actions of local governmental agencies to the greatest extent feasible, while minimizing state intervention to only when necessary to ensure that local agencies manage groundwater in a sustainable manner; and to provide a more efficient and cost-effective groundwater adjudication process that protects water rights, ensures due process, prevents unnecessary delay, and furthers the objectives of this part; and

WHEREAS, SGMA requires local agencies to form a groundwater sustainability agency ("GSA") for the purpose of developing and implementing a groundwater sustainability plan ("GSP") to achieve demonstrated groundwater sustainability by 2042 considering the interests of beneficial uses and users of groundwater, as well as those responsible for implementing the GSP; and

WHEREAS, following a public hearing, the Sierra Valley Groundwater Management District ("District") GSA was formed on March 13, 2017 (Resolution No. 17-02), for the purpose of sustainably managing the groundwater in the Sierra Valley Subbasin, within its jurisdictional boundaries, pursuant to the requirements of SGMA; and

WHEREAS, following a public hearing, the County of Plumas ("County") GSA was formed on March 21, 2017 (Resolution No. 17-8237), for the purpose of sustainably managing the groundwater in the Sierra Valley Subbasin, within its jurisdictional boundaries, pursuant to the requirements of SGMA; and

WHEREAS, on April 1, 2017, the California Department of Water Resources ("DWR") granted the District GSA authority over the portion of the Sierra Valley Groundwater Subbasin within the District's boundaries; and

WHEREAS, on April 14, 2017, DWR granted the County GSA authority of over the small area of the Sierra Valley Groundwater Subbasin outside of the District boundary and within the County; and

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to form a joint GSA through several methods, including a Memorandum of Understanding ("MOU"); and

WHEREAS, on June 8, 2018, the District and County GSAs submitted an Initial Notification to DWR of the intent to jointly develop a single Sierra Valley Subbasin GSP; and

WHEREAS, on January 8, 2019, the County and District GSAs entered into a MOU to facilitate the cooperative and ongoing working relationship to prepare and adopt a single Sierra Valley Subbasin GSP that is compliant with SGMA, with the primary goals of the MOU being to eliminating overlap between the GSAs and establishing a working partnership to cover all portions of the Sierra Valley Subbasin; and

WHEREAS, SGMA requires the adoption of a GSP no later than January 31, 2022, in basins designated in the DWR California's Groundwater (Bulletin 118) publication as a medium or high priority, including the Sierra Valley Subbasin (No. 5-012.01), which is designated as medium priority; and

WHEREAS, on September 20, 2021, and pursuant to Water Code Section 10728.4, the GSAs released a 90-day Notice to Adopt the Sierra Valley Subbasin GSP; and

WHEREAS, the GSAs prepared a Public Review Draft Sierra Valley Subbasin GSP and circulated it for public review and comment for a period of 35 days from October 11, 2021 to November 15, 2021; and

WHEREAS, the GSAs received numerous comments from the public and the GSP Technical Advisory Committee ("TAC") on the Public Review Draft Sierra Valley Subbasin GSP, which were reviewed and to which responses to comments were prepared, and the Public Review Draft Sierra Valley Subbasin GSP was subsequently revised; and

WHEREAS, the District and County, on December 20, 2021, and December 21, 2021, respectively, held public hearings on the subsequently revised Public Review Draft Sierra Valley Subbasin GSP, discussing TAC, public, District, and County comments; and on January 10, 2022, the District held a special meeting to further discuss District comments; and

WHEREAS, on January 12, 2022, the District made the Final Sierra Valley Subbasin GSP available for viewing on its website and the County Clerk of the Board of Supervisors made available the Final Sierra Valley Subbasin GSP for viewing at its office; and

WHEREAS, on January 17, 2022, the District GSA, Board of Directors, held a public hearing to consider public comments on and the adoption of the Sierra Valley Subbasin GSP; and

WHEREAS, on January 18, 2022, the County GSA, Board of Supervisors, held a public hearing to consider public comments on and the adoption of the Sierra Valley Subbasin GSP.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas GSA adopts the Final Sierra Valley Subbasin GSP in accordance with SGMA; and

BE IT RESOLVED that the County of Plumas GSA hereby authorizes the Chair of the Board of Supervisors to take such actions as may be reasonably necessary to submit the Final Sierra Valley Subbasin GSP to DWR, as required, by January 31, 2022; and

BE IT FURTHER RESOLVED that, pursuant to Water Code Section 10728.6, the California Environmental Quality Act (CEQA) does not apply to the preparation and adoption of a GSP.

The foregoing **RESOLUTION** was duly **PASSED** and **ADOPTED** by the Board of Supervisors of the County of Plumas GSA, State of California, on **January 18, 2022,** by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Kevin Goss
Chair, Board of Supervisors

ATTEST:

_____

Heidi White
Clerk of the Board of Supervisors

Item 6I

January 5, 2022

To: Plumas County Board of Supervisors

Cc: Gabriel Hydrick

Re: ARPA Funding

Background:

On May 10, 2021, the U.S. Department of Treasure announced the Coronavirus State and Local Fiscal Recovery Funds, as established by the American Rescue Plan Act (ARPA) of 2021, to provide emergency funding for state, local, territorial, and tribal governments. These one-time funds were approved in response to unprecedented – and unexpected – public health and economic needs generated by the COVID-19 pandemic.

Because of its size, Plumas County is considered a "Non-Entitlement Unit of Local Government" (NEU). As an NEU, Plumas County will receive their portion of the funds ($ 3,653,039) through California's Treasury Department rather than from the U.S. Treasury.

Uses of Funding:

ARPA's Local Fiscal Recovery Funds are meant to meet the pandemic response and to help the County recover economically, and there are stipulations for the use of the funds. Funds will be subject to audit and expenditures not in compliance with the ruling will be subject to recovery by the Federal government. Specifically, funds may be used to:

- Support public health expenditures by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and some public health and safety staff;
- Address negative economic impacts caused by the pandemic; including economic harms to households, small business, impacted industries and the public sector;
- Replace lost public sector revenue;
- Provide premium pay for essential workers; and
- Invest in water, sewer, and broadband infrastructure.

Community Input:

On 5/10/2021, Plumas County City Administrator Gabriel Hydrick reached out to all Department Heads with information about the Local Fiscal Recovery Funds opportunity and requested brief proposals from each department for what may be an eligible project or expense to consider. The County also posted a Request for Proposals (RFP) to hire a contractor to help manage the funds with regards to community outreach on potential uses for the one-time funds, determining

eligible projects, assistance with required reporting, etc. The contract was awarded to non-profit public health agency, California Health Collaborative (CHC).

CHC was sent all Department proposals received by County Administration and reviewed them for eligibility and conformity with the intent of the funds. CHC also sent out a reminder email to all department heads with a deadline to submit proposals and received several additional proposals in response. Departments that submitted proposals include the Sheriff's Office, Library, Behavioral Health, Engineering, Human Resources, and Information Technology (IT).

CHC designed a survey for the community to "vote" on how they would like the County to prioritize the funds according to eligible categories and Department proposals. They were also given the opportunity to provide their own ideas. The survey was created in SurveyMonkey, and its availability was posted on the County's website and social media sites. Identical paper surveys with a promotional flyer in a plexiglass stand, a visual of the Plumas County District map, and self-addressed stamped envelopes were displayed at each Plumas County library (Quincy, Chester, and Portola) for the convenience of residents who do not have Internet access. In addition, two (2) news releases were printed in Plumas County News to explain the funding and to provide links to the electronic survey as well as the location of paper surveys. The community was allowed nearly a month to respond to the survey. Originally, CHC was to conduct in-person and streaming community input workshops however those were removed from the contract due to delays caused by the Dixie Fire.

Nearly 300 (N=293) community surveys were received.

Department Results:

Approximately $ 5,398,000 in Eligible Department projects was requested (nearly 2 million more than allocated):

Administration: CHC contract and TOT audit- $ 49,959. *These funds have already been approved and allocated by the Board. Add purchase of air scrubbers and increased janitorial services - $ 106,000. Total: $ 155,959

Behavioral Health: Increased therapy services for HIV+ clients and school-based behavioral health and mental health services - $ 244,800

Engineering: Sewer pump repairs - $ 33,000

Human Resources: Premium pay for essential workers for two years - $ 3,380,000

IT: Update cybersecurity - $ 150,000

Library: Increase digital access and services - $ 24,794

Sheriff's Office: Purchase two new transport vans equipped with COVID-related mitigation and PPE products - $ 285,950

Broadband Infrastructure: Increase infrastructure - $ 1,123,336

Community Results:

Broadband /Wifi: The Community Survey yielded great support for Wifi access which meshed with several Department proposals. The top request across all Districts (over 50% of votes) was to expand Broadband / WIFI access or services. The three (3) Library proposals will help with that and count for the Health Equity category. We also recommend a dollar amount set aside for Broadband infrastructure –$ 1,123,336.

Support local business and CBOs with grants: The second greatest number of votes was to assist businesses and non-profits that have been impacted by COVID with grants. There was a myriad of ideas from respondents. Note: Other localities have reserved a portion of their ARPA funds for this purpose, although there still must be a vetting process to ensure compliance with the intent of the funds. The County may want to entertain discussions with the local Common Good Foundation to have them assist with this type of grant-making. Any administrative fees associated with grant-making are an allowable ARPA expense. The difference between recommended Department request and the allocation - $ 1,640,500.

Expand mental health, behavioral health and addiction services: This topic was # 3 in the number of votes. Behavioral Health submitted two proposals that would accomplish this to some extent. Grants to support local CBOs could also help to achieve this goal. This is not recommended because of availability of other funding for these types of services.

Recommendations:

After collecting and analyzing Department and community input, CHC recommends the following allocation of Local Fiscal Recovery Funds. *A reminder that allowable expenditures must be dedicated by December 2024 for projects ending no later than December 31, 2026:

Administration - $ 155,959

Broadband infrastructure - $ 2,523,836

Engineering - $ 33,000

Human Resources - $ 289,500

Information Technology - $ 150,000

Library - $ 24,794

Sheriff's Office - $ 235,950

Grants to local businesses and CBOs: $ 240,000

Further Discussion:

Community survey results are also available by District for Board members requesting their constituents' voiced opinions.

Independent proposals were also received from the Crescent Hotel and the Community United Methodist Church. To be equitable, CHC recommends that these entities apply for a community / business grant if that is the will of the Board.

Next Steps:

- Provide direction to County Administrator for funding allocation
- Planned and Actual Expenditure report # 1 – due 1/31/2022
- Interim report to Board by 6/30/2022.

Respectfully,

DeAnne Blankenship, MPH, MCHES
California Health Collaborative
dblankenship@healthcollaborative.org

FRAMEWORK OF ARPA RULING

Plumas County: $ 3,653,039

To cover costs incurred 3/3/21 – 12/31/24.

Projects must be completed by 12/31/26.

Encouraged expenditures:

- Categories addressing racial disparities, inequities, disproportionate harm

Prohibited expenditures:

- Pension funds, legal settlements, federal match requirements

Allowable expenditures:

- Replace lost revenue, Interventions for public health, direct aid, community & economic development, infrastructure

ELIGIBLE USES: SUPPORT PUBLIC HEALTH RESPONSE

COVID-19 mitigation and prevention

Behavioral health care / addiction treatment

Payroll and benefits for public health, human service and public safety employees who work on COVID-19

ELIGIBLE USES: ADDRESS NEGATIVE ECONOMIC IMPACTS

Grants to businesses and non-profits:

- Deliver assistance to families

- Speed recovery of impacted industries (tourism, travel, hospitality, etc.)

Rebuild public sector capacity

ELIGIBLE USES: REPLACE PUBLIC SECTOR REVENUE LOSS

Ensure vital government services by filling budget shortfalls

Replace Government expenses incurred with less revenue

ELIGIBLE USES: WORKFORCE / PERSONNEL

Provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency

- "Essential Work" – regular in-person interactions or physical handling of items that were handled by others:
  - Public health and safety staff
  - Social service and human service staff
  - Nursing homes, hospitals and home care settings
  - Farms, food production, grocery stores and restaurants
  - Janitors and sanitation workers
  - Truck drivers, transit staff and warehouse workers
  - Childcare workers, educators, and school staff

ELIGIBLE USES: WATER AND SEWER INFRASTRUCTURE

Construct, improve and repair wastewater treatment plants; control non-point sources of pollution; create green infrastructure; manage and treat stormwater; water reuse; protect waterbodies from pollution.

Build or upgrade facilities to improve water quality, transmission, distribution and storage systems; consolidation of establishment of drinking water systems.

Road repair and maintenance

ELIGIBLE USES: BROADBAND INFRASTRUCTURE

Focus on households and businesses without access to broadband

Fund projects that deliver reliable services

Cybersecurity

ELIGIBLE USES: EQUITY-FOCUSED SERVICES

- Health disparities

- Housing

- Educational disparities

- Promote healthy childhood environments

DEPARTMENT REQUESTS

Administration - $155,959

Behavioral Health - $ 244,800

Engineering - $ 33,000

Human Resources - $ 3,380,000

Information Technology - $ 150,000

Library - $ 24,794

Broadband infrastructure - $ 1,123,336

COMMUNITY SURVEY RESULTS

- Collected 293 community surveys via County website / social media and libraries

Responding:

- District 1: 22%
- District 2: 21%
- District 3: 16%
- District 4: 28%
- District 5: 13%

Responses in Order of Total Votes:

#1 - Broadband infrastructure
#2 - Support local businesses and CBOs with grants
#3 - Expand Behavioral Health services
#4 - Premium pay for County essential workers
#5 - Premium pay for non-County essential workers
#6 - Water and Sewer infrastructure

RECOMMENDATIONS: $ 3,653,039

- Broadband infrastructure - $ 2,523,836
- Engineering - $ 33,000
- Sheriff's Office - $ 235,950
- Human Resources - $ 289,500
- Information Technology - $ 150,000
- Library - $ 24,794
- Business and CBO grants - $ 240,000
- Administration- $ 155,959

REPORTING REQUIREMENTS

Annual Project and Expenditure (P & E) reports

P & E #1 - Due: 1/31/2022

+ Audit requirements

NEXT STEPS

- Board to advise on funding
- CHC to complete P & E #1 - Due: 1/31/2022
- CHC to provide status report to Board in Spring 2022

CONTACT INFORMATION:

DeAnne Blankenship, MPH, MCHES

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CALIFORNIA HEALTH COLLABORATIVE

changing lives by improving health and wellness

ATTACHMENT 'A'

ARPA FUNDS- Proposed Projects as of 9/10/2021

COUNTY/SPECIAL DISTRICT

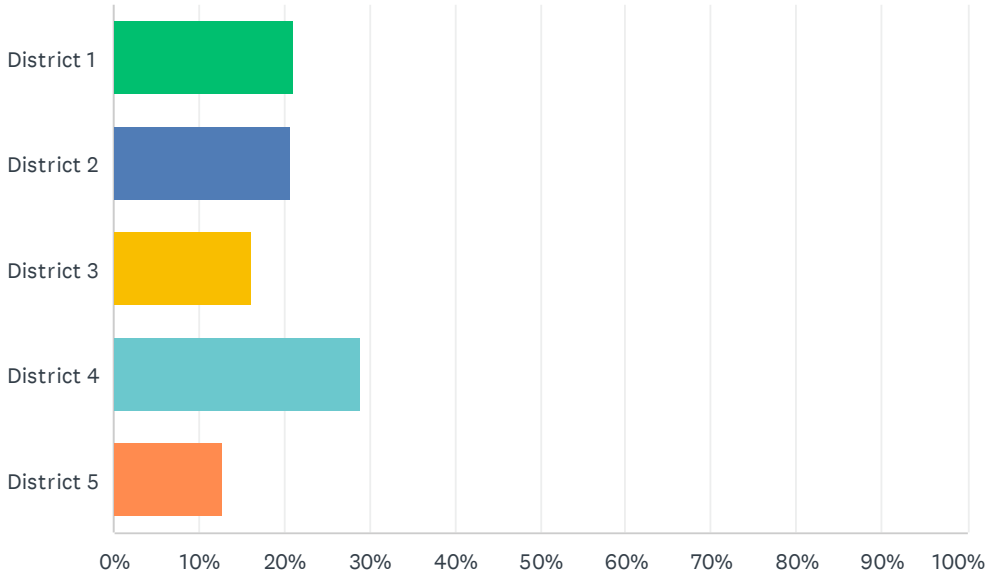
Description	Category	Requested	Notes
IT/Cybersecurity		$100,000.00	facilitate remote working etc.
Fair Revenue		$100,000.00	
BCSA Sewer Pump		$20,409.76	pump damaged by wipies during COVID, a reimbursement
TOT Audit		$50,000.00	to level playing field between lodging and short term rentals
OPEB		$0.00	
Public Works Relocation		$0.00	
Increase Pool Layer		$0.00	
Fire Districts		$60,000.00	
Administrative		$70,000.00	Consultant & Aud/Trea time
Refund Supp Paid Sick Leave		$0.00	
OE3 (essential pay)		$1,690,000.00	
COVID Janitorial Expenses		$85,000.00	reimbrusement, CalOSHA mandates
OGALS Matching Funds		$0.00	for competitive grants for eco development
Sheriff Transport Vans		$202,000.00	(2) ADA transport vans w/air filtration
NorCal EMS, Inc.		$5,000.00	Member county make a one time supplemental payment to assist organization due to pandemic
Broadband Infrastructure		$1,000,000.00	$1M minimum w/difference of total going to this category
County Lost Revenue		$0.00	
County Payroll including Essential Wrkr		$0.00	
SUBTOTAL		$3,382,409.76	

BUSINESS/NON PROFIT

Adventure Monkeys		$77,000.00	
Plumas Arts		$45,000.00	
Crescent Hotel Renovation		$600,000.00	
Methodist Church		$84,275.00	
Lost Adventure Passport		$141,000.00	Sierra Buttes Trail Stewardship program
Central Repository for PPE		$0.00	PDH
Charging Stations		$0.00	state should install in rest areas
FRTA Start up		$0.00	
Blairsden/Graeagle Sewer Collection System		$400,000.00	Engineering, design, construction, Blairsden bridge replacement accommodate a sewer line over river
SUBTOTAL		**$1,347,275.00**	
GRAND TOTAL		**$4,729,684.76**	
GRAND TOTAL (highlights)		**$1,668,409.76**	
Difference of Allotment		**$1,979,092.24**	**Put difference in Broadband improvements**

Q1 Which district do you live in? (See this map if you are unsure: Plumas County Districts)

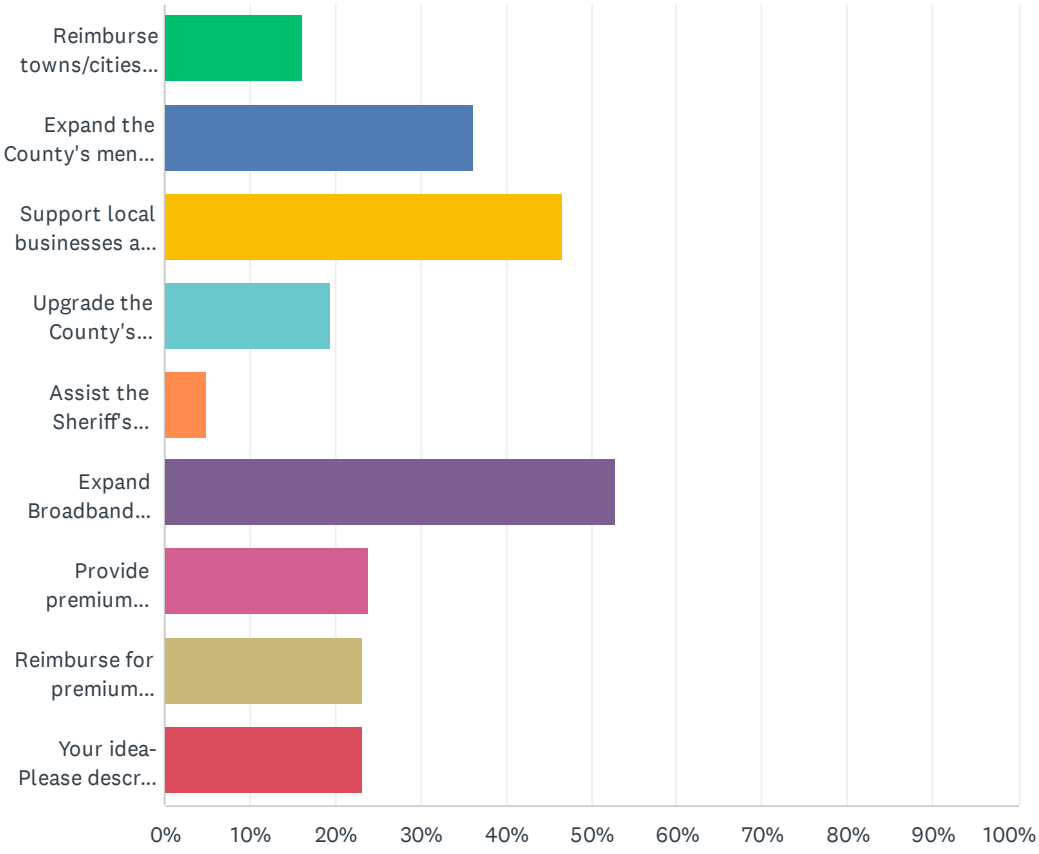
Answered: 289 Skipped: 0



ANSWER CHOICES	RESPONSES	
District 1	21.11%	61
District 2	20.76%	60
District 3	16.26%	47
District 4	29.07%	84
District 5	12.80%	37
TOTAL		289

Q2 Below is a sample of projects the County is considering using ARPA funding. Which do you think are the most important to invest in? Please pick up to three. You can include one of your own at the end.

Answered: 289 Skipped: 0



ANSWER CHOICES	RESPONSES	
Reimburse towns/cities for COVID-related expenses of sewer pump clean-ups, upgrades and replacement.	16.26%	47
Expand the County's mental health, behavioral health and addiction treatment services.	36.33%	105
Support local businesses and community organizations impacted by the pandemic with grants.	46.71%	135
Upgrade the County's technology and cybersecurity.	19.38%	56
Assist the Sheriff's Department to purchase sanitized and HEPA filter-equipped transport vans.	4.84%	14
Expand Broadband Internet or WIFI access or services for the community.	52.94%	153
Provide premium (back-pay) for the County's Essential Workers	23.88%	69
Reimburse for premium (back-pay) for Essential Workers in the private sector (Grocery, Healthcare, etc.)	23.18%	67
Your idea- Please describe in the next question	23.18%	67
Total Respondents: 289		

Q3 Do you have any other comments or suggestions regarding Plumas County's ARPA funds?

Answered: 191 Skipped: 98

#	RESPONSES	DATE
1	Help find homes for displaced people, including trailer spaces	12/22/2021 8:34 AM
2	Domestic violence - has become a major epidemic in itself. Wastes much of Sheriff's time.	12/20/2021 10:29 AM
3	Roads, water and sewer upgrades	12/20/2021 10:28 AM
4	Expand Broadband Internet and Wifi, Provide back-pay for essential workers, support after school programs at libraries	12/20/2021 10:27 AM
5	No $ give-aways..unless cities/towns do grants and show cause for needed upgrades - not for lost $ due to pandemic. We all lost $ due to the pandemic.. i.e., see current prices for everything. For grant projects submitted to a consul consisting of local representatives of individuals, nonprofits, county dept heads, etc., 12 people on consul to vote on distributions of monies based on submitted grants. No grant will be over $ 35,000 so approx. 103 grants or more available.	12/20/2021 10:25 AM
6	Nice to improve Resource Ctr / Vet Halls and parks.	12/20/2021 10:21 AM
7	The pandemic and related economic problems would have been over months ago if everyone had gotten vaccinated. Supervisors need to show some courage and common sense and enact a vaccine mandate and use some of the ARPA money to promote and enforce it. Also they should be doing everything they can to promote vaccinations themselves.	12/20/2021 10:18 AM
8	Reimburse non-essential workers and businesses.	12/20/2021 10:15 AM
9	Reimburse business for lost revenue	12/20/2021 10:13 AM
10	The library could use electrical outlets outside so COVID college is possible.	12/20/2021 10:12 AM
11	Install touchless faucets in Portola Library bathrooms and Chester Library bathrooms; Get a mobile unit or other location for Greenville Library; and resurface County roads where they are in poor shape.	12/20/2021 10:10 AM
12	I'd like monies put to a dedicated plan, equipment and sites for COVID treatment overflow or medical crisis, that also shelters for fire or other disaster evacuees (earthquake, volcanic eruption, extreme temperatures, etc). There should not be such a scramble in the initial hours and days of an event. It should be normalized with excellent preparation so there is no stigma or people disadvantaged for the use of it. For example, the Red Cross shelter in Chester had limited cots and no hot meals. Volunteers were scrambling to meet the needs and could not serve a medically fragile person or safely deal with two very mentally compromised men as to behavior or knowing what was real. Sites could also include emergency communications and power for law enforcement and other emergency personnel and agencies. There should be working refrigeration, kitchen, electrical outlets, storage, and showers, toilets. Each community has buildings that could be dedicated. There should also be a siren from its communication center. When no emergency, the site can be a food distribution site, it's usual function or any number of uses. There should be a way to activate emergency transportation to pick up people, and a dedicated contact number from which people can be red alert called or have accurate information when they call it. There could be drives through the year to collect products and skills.	12/15/2021 1:35 PM
13	I think it would be nice to enforce mask mandates and covid safety measures, which are quite lax on the county from what I have seen	12/15/2021 12:07 PM
14	Providing much higher speed Internet access throughout the Plumas County should be the highest priority. Also, should support emergency health care such as ambulance services and ER room equipment and personnel.	12/15/2021 12:03 PM

15	No	12/15/2021 11:18 AM
16	No	12/15/2021 11:14 AM
17	Our schools have been hit hard after being underfunded for decades, use some of the money to hire more teachers so we can have smaller class sizes and more attention to the individual students.. the kids have been through this worse than the adults in some ways and lots are getting left behind and teachers can't really do much to help when they have 25-30 kids per classroom.. bring down the class sizes to 15-18 and then the teachers can actually help those kids who are having a hard time navigating the online environment and those who missed a lot due to illness or exposure. We are on the brink of potentially losing a whole generation of kids academically and emotionally and we need to prioritize them. More available teachers also lessens the burden on parents who are struggling to work enough with all the interruptions and school closures..	12/15/2021 10:59 AM
18	Yes. Please remember there is a county outside of Quincy; Quincy don't horde! There are a number of places county can set up in Indian Valley for things.	12/15/2021 10:53 AM
19	Please use the funds to expand education surrounding the vaccine. Arrange for home vaccinations to make it quick and easy for those who have not been vaccinated yet or are unable to drive to do so.	12/15/2021 10:18 AM
20	Purchase a shitload of IVERMECTIN and distribute it to all!!!	12/15/2021 10:17 AM
21	No	12/15/2021 9:54 AM
22	I do but am answering the survey late.	12/15/2021 9:17 AM
23	Be sure to include child care providers as businesses as well as essential workers	12/15/2021 8:29 AM
24	Educate the anti vax and anti mask crowd of the imminent dangers of prolonging the virus. Enlighten these people that this a world wide epidemic, and not just effecting the US, and the virus has no political views.	12/15/2021 8:22 AM
25	something the community will notice on the ground of funds being properly utilized	12/15/2021 7:53 AM
26	If there are other potential funding sources for some of the needs, prioritize the ones that are unlikely to find other funding sources.	12/15/2021 7:50 AM
27	Help public schools provide education services during covid	12/15/2021 7:08 AM
28	Stop the mandates with mask and injection	12/15/2021 6:31 AM
29	Our small communities can't survive without small businesses, so I'd really like to help out those affected by Covid. (and no, I have no ties to small businesses; I'm a retired govt worker who just loves our small towns)	12/15/2021 6:20 AM
30	reimberse citizens for mask costs	12/15/2021 6:08 AM
31	give stimulus checks to the residents	12/15/2021 5:28 AM
32	No	12/15/2021 4:03 AM
33	Encourage children and teens not to be afraid of covid as it doesn't affect their age group.. hire local nurses to test for co2 levels of students wearing masks	12/15/2021 2:15 AM
34	Help Greenville replace their burned up water treatment plant, sewer and fire department.	12/14/2021 10:19 PM
35	The County is not accessible for those with disabilities/elderly . The walking paths are bubbling up from neglect, the sidewalks, doors, etc. are not accessible, there is limited access to delivery services such as Instacart. It makes it difficult to stay in this rural community.	12/14/2021 10:03 PM
36	No	12/14/2021 9:25 PM
37	Could the ARPA funds be used to offset Plumas County Property taxes from the COVID-induced economic decline?	12/14/2021 9:19 PM
38	Beckwourth Airport needs to be developed. The airport needs a real manager not the old guy who has been there forever and does nothing. At a minimum the county should come up to par with the same level of development as neighboring counties. Right now it is as if the place is a third world dump. The place doesn't even have a dumpster. The one that is there by the ostensible airport manager he jealously guards. Also the bathrooms are mouse infested hanta	12/14/2021 8:57 PM

	virus traps. How would you like county health to go out there and check that or worse have someone sue the county because they got hanta virus from a county building?	
39	Invest in some means for a system of communications throughout the County that would reach ALL residents and that is not totally internet dependent. We have many elderly and isolated who do not use the internet and have no way of knowing what is happening in the County, including emergencies of which they need to be informed. In Hawaii they use sirens that blast out to let people know of tsunami threats - something similar could be implemented in our County.	12/14/2021 8:21 PM
40	Do right by our county's essential workers.	12/14/2021 8:18 PM
41	Would like to see a facility that gives older adults a place to recreate, visit, work on arts and craft projects, yoga, etc.	12/14/2021 7:56 PM
42	Improve the County’s infrastructure including roads, bridges and trails	12/14/2021 7:43 PM
43	Spend the money to help small local businesses as much as possible.	12/14/2021 7:38 PM
44	Invest the funds into the sheriff’s department for public safety due to the anxiety related to covid	12/14/2021 7:21 PM
45	The hospital could use more negative pressure units. Sheriffs office bonus to employees they have had a hell of a year	12/14/2021 7:16 PM
46	home for- age 55 and older with care. outside portola area. not rent	12/14/2021 7:16 PM
47	Pay raises for PCSO deputies and dispatchers, funding/more resources for social services pertaining to Dixie Fire victims	12/14/2021 7:15 PM
48	Raises for PCSO Dispatchers Raises and retention of PCSO Deputies Raises and recurring for Social Services assisting with the Dixie Fire	12/14/2021 7:15 PM
49	No	12/14/2021 6:35 PM
50	Perhaps you could use it for its original intended purpose. I've been all over to different cities, towns, & villages. Every one of these places I've been to enforce the mask mandate. From grocery stores to post offices, if you aren't wearing a mask, then you don't even think about entering. Unlike here where the asinine heads of things important give Zero shits about the public or enforcing a simple mandate to protect them. FYI: Posting up a sign that says that you must wear a mask, & then entering said businesses to find not only do the employees not have masks on, but of course they aren't requiring a single customer to wear them either. I have heard a plethora of 'excuses' that keep the selfish, angry scared little cowards from just wearing the damn mask out of the simple respect & decency as to avoid your nasty spread. "Well, we have to put the sign up for the mask mandate".... "Well, we can't call the sheriff's office or the CHP to enforce every customer that walks in the Grocery Store" Interestingly enough, in the other cities & such that I've been to, not a single law enforcement officer/agency was nor has been needed to enforce such a simple ask (I should say Mandate but I realize that falls on deaf ears in Plumas Co.) There's just a simple sign right in front of the entrance that typically reads, "Masks Required during Mandate. If you aren't wearing a mask, then don't even think about entering this establishment."..... Not Hard!! But then again, nobody gives a shit in Plumas Co. Right?! Particularly the Department of Public Health. You people refuse to even Try!! I'm quite certain that you'll each choose to line your pockets with as much of that 3 million dollars in whichever manner suits each of you. Shame on all of you.	12/14/2021 6:11 PM
51	Technology advancement for the hospitals (laboratory).	12/14/2021 5:36 PM
52	Housing. Just housing in general, low income or regular, it is desperately needed.	12/14/2021 5:26 PM
53	Enhance internet access with fiber optics. Support local businesses (schools) with grants that will allow them to stay open in a pandemic.	12/14/2021 5:05 PM
54	Provide assisted living housing. Build affordable housing for all of our working citizens. Build affordable retirement housing.	12/14/2021 4:26 PM
55	use some funds to pickup, cleanup garbage around our towns. Cleanup!	12/14/2021 4:24 PM
56	I would like to see investments in infrastructure and other areas that will have long term investment value for the county.	12/14/2021 4:11 PM

57	no	12/14/2021 4:05 PM
58	No comments	12/14/2021 4:02 PM
59	No	12/14/2021 3:38 PM
60	Invest in a rainy day fund. Start a back to work program for people on public assistance. Open the Greenville schools.	12/14/2021 3:37 PM
61	Use the money to hold a recall election so we can get some leaders with balls to actually take action to reduce the spread of COVID instead of letting the loonies kill people by pretending it's not tral	12/14/2021 2:50 PM
62	Make our town tourist friendly/inviting.	12/14/2021 2:44 PM
63	Yes, the Road Department to fix the roads in Graeagle. They are in dire need to be fixed.	12/14/2021 2:38 PM
64	Everyone in this county struggles to pay essential bills such as water/sewer bills, for service which is essential to the public's health. Can the funds be directed in the form of a proportional credit to each citizen/property in the county for water/sewer service?	12/14/2021 2:14 PM
65	Support hospital needs	12/14/2021 2:07 PM
66	I really don't have strong suggestions for the money. I am a property tax payer in the County to the tune of more than 6,000 per year. The pandemic is still on going and the people of Plumas County have fought mandates, etc. I guess part of the money could go to educate the population about Covid and this goes for all governing boards. I hate to leave my home up there as not a lot of people follow any rules related to Covid.	12/14/2021 1:57 PM
67	Do something great with this money, don't let our outdated board members get their greedy clammy hands on it!	12/14/2021 1:57 PM
68	Considering that zero Republicans voted for this bill, including LaMalfa, and considering that Plumas County Supervisors are 100% Republican, and considering that Plumas County residents must have contacted LaMalfa to NOT vote for this bill, why are the Supervisors even considering using this government monies? Isn't this some sort of '-ism' that republicans are against? Shouldn't Plumas County just pull itself up from their bootstraps? It's rather two-faced to use this money when the republican party is dead set against such things...	12/14/2021 1:47 PM
69	Funding for schools and increase in pay for teachers that have gone above and beyond to wade through the crap this country has put them through. Most of the teacher I know have worked so hard for kids to be in person and it seems to be just expected of them. And no I'm not a teacher just a concerned parent	12/14/2021 1:47 PM
70	No	12/14/2021 1:41 PM
71	Assist w/ Public Education at schools	12/14/2021 1:32 PM
72	Reimburse those who lost their jobs the money they lost and were forced to collect unemployment to relieve the economic hardship suffered by the loss of employment due to Covid.	12/12/2021 8:04 PM
73	My hope is that you all systematically to address structural issues and providing funding to non-profits to implement their work.	12/9/2021 11:30 AM
74	I would love to see the County do more to promote and improve Covid-19 vaccination rates. I would also like to see some sort of enforcement of mask-wearing when mask mandates are in place. I have ceased to shop with businesses whose employees and patrons are lax to completely non-compliant in their mask use. Conversely, I would like to see businesses that have done an exemplary job with mask requirements and cleaning/sanitizing (Feather River Food Co-op, Plumas Veterinary Service) recognized for the efforts.	12/8/2021 6:25 PM
75	Support the renovation of the Crescent Hotel. Covid put the renovation project back 2 years, so we basically lost 2 years of sales and in that time the cost of lumber and labor has soared. With the destruction of Greenville and Canyon Dam, the 5 closest motels were all lost as well as all the restaurants in Indian Valley. So the need from the community for this facility has never been higher. The hotel rebuild will make a social center for Indian Valley with a cafe, bar, restaurant, events room and 13 rooms of accommodation. It will be offer resilience in the face of disaster with solar, batteries and diesel backup along with flame retardant siding, sprinklers and a metal roof. The hotel will be a center to support in future pandemics, fire relief or other	12/7/2021 2:22 PM

	emergency situations (it is currently being used for the Greenville Fire Relief Center). Raising finance for the hotel is challenging given the low population and limited tourist industry and so an ARPA grant will make a huge difference for the viability of this project.	
76	Invest money in tourism and advertising to keep the county afloat. Housing for the workforce and displaced residents is a high priority.	12/7/2021 11:46 AM
77	The County needs to provide an education outreach program explaining why individuals should be vaccinated. Our county vaccination rate is too low with COVID cases and deaths too high	12/7/2021 10:59 AM
78	Make sure Senior Transport and nutrition for help in the efforts in the Dixie fire	12/7/2021 10:48 AM
79	Out the monies towards our children's safety and Education it's about time to think of the county future	12/7/2021 8:19 AM
80	No	12/7/2021 8:16 AM
81	Hire 911 operators at a higher wage!!!!	12/7/2021 7:51 AM
82	Give monies to each resident in county to help pay for covid related expenses	12/7/2021 7:23 AM
83	Nothing should go to the board of supervisors	12/7/2021 6:23 AM
84	I think the funds should be used to increase health care services. perhaps get alternative treatments such as Regeneron or connect us with the latest and greatest treatments to prevent people from dying who get the virus.	12/7/2021 1:30 AM
85	No	12/6/2021 10:49 PM
86	Roads and streets need help also. If a visitor has to drive on pothole filled streets, they are not going to be in a hurry to come back.	12/6/2021 10:04 PM
87	Pleas continue to help with expenses .We who have also been financially impacted not only buy Covid but also the Dixy fire here in Plumas co. have many more expenses long driving times to get groceries and fuel Dr. apts. RX. We need continued support.	12/6/2021 9:56 PM
88	This money needs to go toward the kids in our County each District should split money .. a new playground at Chester Park or a pool thats was promised to District 3 and monies that were never used returned to community should be taken into consideration there is nothing in district 3 for our youth or seniors in winter months ,, the money a pool could earn is enough to sustain it . CALLED CONTRACTING FOLKS ... other districts should get to choose what the need is in their own community ...	12/6/2021 9:43 PM
89	Our businesses are hurting from COVID and then we felt the impact of the Dixie Fire. We've had two back-to-back busy tourist summer seasons wrecked. It would be nice if funds were available to promote tourism and try to get more visitors during the shoulder and slow seasons.	12/6/2021 9:40 PM
90	Free masks for businesses. We need them desperately for our customers	12/6/2021 8:06 PM
91	No	12/6/2021 7:55 PM
92	Provide community members with with masks, particularly school children. I think we should be looking at the impact this has on this school age group. Provide socialization in a safe outdoor environment. Children need to feel safe, they have been inundated with fear. Child care is also very important if parents are expected to work. Children are being continually pulled out of school, causing much instability.	12/6/2021 7:40 PM
93	fire and catastrophic events will unfortunately affect plumas county again. how can this money be used to provide one central point of information that is available to every community/household 24/7. Dixie info was good but confusing as to when and at what sites new information was available. Also, identify and equip evacuation locations and provide needed services and supplies. Essentially, prepare to respond with minimal confusion before the chaos prevails.	12/6/2021 5:00 PM
94	As one of the county's essential workers, it was extremely difficult to work without a single day off for COVID, or even really have COVID adequately addressed. Our nursing staff here didn't have the PPE they needed. I risked my safety and that of my family, as I was still going into people's homes, still doing transportation in small vehicles, even in the very first weeks of the ""shutdown,"" while so much was unknown about the virus and most people had the luxury of staying home. While offices like the housing authority, the Forest Service, etc., closed down to	12/6/2021 4:51 PM

	the public and still haven't reopened, I was (and obviously still am) going into people's houses and driving them around, going into the hospital and the jail to provide services to populations at high risk for contracting and spreading COVID. While so many people got to work from home, or getting increased pay from private companies, or getting unemployment at rate higher than my full time hourly wages because they quit because they were scared of the virus, I was serving this community and overhearing conversations about our pay being potentially cut because of how this would impact funding to our county. It's time to recognize the people who put their safety and their families' safety on the line.	
95	N/A	12/6/2021 1:10 PM
96	No.	12/6/2021 9:42 AM
97	As an essential healthcare worker I think it would do alot to boost moral to receive back pay compensation for having continued working through the pandemic. We are all burned out and never received compensation not to mention we continue to work as our cases are higher then ever in the county.	12/6/2021 8:26 AM
98	Not at this time	12/6/2021 7:58 AM
99	Homeless Shelter funds	12/6/2021 5:02 AM
100	Police support	12/5/2021 6:09 AM
101	Get the Feather River Inn opened up for the financial benefit of the whole county.	12/4/2021 2:53 PM
102	Both essential workers back pay and money to Mental Health would be good.	12/3/2021 5:10 PM
103	No.	12/3/2021 4:36 PM
104	Pay the people that were out there being essential workers. Worked during the entire time and then again in evacuation centers.	12/3/2021 4:05 PM
105	Expanded services for displaced homeless individuals.	12/3/2021 4:01 PM
106	Somewhere to take green waste that doesn't charge you an arm & a leg. Somewhere to take old couches, refrigerators... instead of our beautiful woods that doesn't charge you your 2nd arm and 2nd leg.	12/3/2021 4:00 PM
107	I am an essential worker and I would love to have premium pay, but the internet issues are indeed more important. When the schools were shut down, I and many others did not have the internet services necessary to ensure my children could do their school work. Limitless internet cost more than $100 a month and even up to $200. A lot of children could not do their school and fell behind because of this. Fix the internet in our area and make it's cost reasonable, please.	12/3/2021 3:47 PM
108	I think helping the essential workers who maintained tireless work as essential county employees really need the back pay, I personally feel like the last 2 years have emotionally and psychologically aged me greater than my chronological age.	12/3/2021 3:45 PM
109	None	12/3/2021 3:44 PM
110	Pay essential workers what they deserve	12/2/2021 5:17 PM
111	Us county workers definitely need back pay as essential workers. It has been a taxing couple of 6ears for all of us. Most of us have even taken on more work at our positions due to people leaving and no one coming back in their places.	12/2/2021 5:16 PM
112	Provide funding to Planning Department to conduct stormwater flow studies, precipitation-baswd flood planning, and red flag fire venerability mapping.	12/2/2021 4:32 PM
113	No	12/2/2021 4:09 PM
114	n/a	11/30/2021 9:49 AM
115	not at this time	11/27/2021 8:22 PM
116	Help residents with rent and utilities including the cost of wood to heat their homes.	11/26/2021 12:51 PM
117	Update emergency mapping and response	11/25/2021 5:31 PM
118	Give every man woman and child in our county a payment depending on their income last	11/24/2021 10:17 AM

	year- those who made most would receive least, those who made the least would receive the most. We know best what our basic needs are thanks! Or WIRED (NOT WIRELESS) internet is desperately needed in Iron Horse and other communities.	
119	Make sure that there is no cross-over between what these funds could provide and from penalty revenue obtained by any judgment bringing money from PG&E.	11/24/2021 9:35 AM
120	Provide funds for trail systems in Plumas County	11/24/2021 9:06 AM
121	Appreciate the county giving me the option to weigh in on this!	11/24/2021 9:04 AM
122	not at this time	11/23/2021 12:53 PM
123	No	11/20/2021 7:24 PM
124	No	11/19/2021 6:47 PM
125	In Portola, we don't need anything more than our roads to be fixed and somewhere like a community center where our kids can go hang out during the winter months.	11/19/2021 1:09 PM
126	No	11/19/2021 12:03 PM
127	Support for low income families, young children, and schools affected by the pandemic.	11/18/2021 6:52 PM
128	After 2 years of residents unable to attend fitness/health/social activities, please find ways to support and fund programs, especially for seniors. I'm aware of one group who wants to form a non-profit, and/or low cost activity center for seniors -- they need financial assistance.	11/18/2021 5:29 PM
129	I am sorry to say, but none of the above ideas actually address HEALTH. Isn't that what we should be focusing on? There have been multiple programs that have financially benefitted small business owners and individual working during the pandemic. We have an opportunity here, with 3.6 MILLION dollars to do something truly transformative for the health of the inhabitants of our county. There are so few of us! What if we gave the 3.6 million to our small organic farmers in exchange for free organic produce for all county residents for the next 5 years. Perhaps partner with FRC Eco Farming Certificate program to promote more local farmers. Food security for our rural county should be prioritized. Access to healthy, organic, local food for all county residents, and the associated health education would be such a positive, transformative step for the health of our community. Good food = good health = better COVID-19 (or whatever virus is next) outcomes. Please think WHOLE COUNTY benefit, not just benefit for a few. Please do not squander this windfall.	11/18/2021 4:21 PM
130	Spend wisely! Don't be like Washington!	11/18/2021 3:49 PM
131	invest in promotion and recreation. Offer grants to existing small businesses and offer grants to encourage new businesses.	11/18/2021 3:00 PM
132	Make sure the money gets to those that really need/deserve it	11/18/2021 12:23 PM
133	funding should be used to reduce impacts of covid	11/18/2021 12:05 PM
134	Give some kind of relief to families that had to spend a lot more in childcare due to mandatory home schooling. I. E. A break on property taxes or something.	11/18/2021 11:43 AM
135	Improve indoor ventilation at schools, hospital, grocery stores, and other public indoor spaces	11/18/2021 10:21 AM
136	Tough choices with only three options. Internet options are terrible, unreliable, and have been this way for decades. County computer systems are old, outdated, and clearly vulnerable. Treatment services need bolstering, the negative impact to the community at large to leave folks untreated are tremendous. Those are the top three. The other options are quite close as well, however.	11/18/2021 10:17 AM
137	Increase EBT payments to fixed income citizens	11/18/2021 8:23 AM
138	Increase pay for sheriff and dispatchers.	11/18/2021 8:18 AM
139	no	11/18/2021 7:38 AM
140	Give the money to those impacted by the fires of 2021	11/18/2021 7:22 AM
141	Pay raise for Sheriff's deputies.	11/18/2021 5:05 AM
142	Increased effort in public outreach relaying importance of vaccination and mask wearing to	11/18/2021 4:39 AM

	gain high community immunity to defeat covid locally	
143	I am not sure if this qualifies or not but the amount of garbage on our city streets since the pandemic started on March 13th, 2020 is astounding. For nearly a year our local trash cans in downtown Quincy were sealed off, then overflowwed. Now much trash just blows around including daily dozens of used masks. This seems to be Covid related? I certainly impacts tourism as our communities are filthy. Outr gutters are filled with mud, tash and leave, which leaves our streets to flood, and impacts our sewage and waste treatment.	11/17/2021 10:08 PM
144	Reward businesses that have truly followed the mask mandates	11/17/2021 9:21 PM
145	Mental health/counseling services on all K-12 campuses. Fact based Health eduacation In schools and health centers.	11/17/2021 8:42 PM
146	Provide funds to Plumas Dist Hospital for equipment and staff needed to support their treatment of COVID patients. The surrounding Hospitals in Reno and Chico will not accept transfers of COVID patients to their ICU's so Plumas Hospital has to treat them on their own. Dr Lewis could not find a Hospital to take my wife Nov 16th when she needed to be in an ICU. so they had to do what they could with what they had. Ask Dr Lewis what the Hospital needs to meet these demands.	11/17/2021 8:29 PM
147	There are those of us ready to get back to life. Please stop being afraid of viruses. They will be around long after we are gone. Let’s live and let people make their own decisions about health.	11/17/2021 8:04 PM
148	The Beckwourth airport received over 800,000 in funds from rent for firefighter tenants this past season. And now you have over 3mm in COVID related funds. The pilot lounge is so bad it would not pass a section 8 inspection as it is mouse infested and the bathrooms are atrocious. There isn't even a dumpster for trash. Allegedly the "Nervino Aero Service" is supposed to provide this but it does not as the old guy there complains about people putting trash in "his" dumpster. Even the beacon isn't aimed correctly and is hardly visible. In the winter snow is plowed INTO the taxiways of the hangars making it even MORE work to plow out or even think about getting out. And finally, during fire season when the county is collecting it's 800,000 in rent half the hangars are blocked off by the fire crews and most of them are so stuck for space they camp between hangars and block access. Some even managed to burn the back of one of the hangars with a BBQ. Here is what you can do with the COVID money and the 800,000 from ONE SEASON of fire rent instead of just stuffing it into the general fund and making off with it like bandits: build helipads and firefighter facilities EAST of the existing hangars. Also open up the area NORTH of the runway to development. Ultimately this will provide more tax money to the county AND abate the problems. Fix up or build a new pilot lounge that actually attracts business instead of repulses people when they try to take a crap and almost step on a mouse. Provide space for concessions such as a restaurant and small offices or workshops such as an avionics or flight training establishment. Add a wash rack! If you really want to show you're green and also make more sales, get UNLEADED AVIATION FUEL. THAT will put you on the map as good guys. The greens will love you and pilots will come in from all around to get that fuel as well as other recreational and small motor users. Think of the money from sales. Seriously, the county can and should make some money off of it. Consider dumping the airport manager in Beckwourth. He does nothing. He's even said "Why should I quit when I don't have to do anything in this job?" A real airport manager wouldn't be that hard to find. They do exist. Ask the airport community and I am sure you will get lots of help. And last but at least, please, get a dumpster. You CAN afford it, especially for the revenues collected. After all, what are you doing with all that fuel tax? You DO know it's supposed to go to airports that have taken FAA grants under assurances, yes? To summarize: if you build it they will come and bring revenue with them as well. Airports bring people and their money IN to the county. A dollar invested in Beckwourth airport will in short order result in far more coming back IN to the county instead. How many other places that ask for this 3mm plus in COVID money or even just the revenue generated from its own rent (over 800,000) will end up yielding an ongoing stream of tax revenue to the county?	11/17/2021 8:03 PM
149	Plumas County needs an economic development director. Plumas County needs to join the Sierra Economic Development District. Plumas County needs a grant writer/administrator.	11/17/2021 7:59 PM
150	National research on adolesence states that a high percentage are having mental/emotional health issues. We are whoafully short of good quality mental health services for you in our community and especially mental health experts in our school system. The key is qualifed and well trained mental health professionals.	11/17/2021 7:44 PM

151	Hire people to enforce Covid mask wearing regulations and for outreach getting more people immunized. Perhaps giving monetary rewards for being immunized	11/17/2021 7:42 PM
152	Pay taxes for Greenville residence who lost everything. Fix the city roads. "Stop testing for Covid as it doesn't know a cold or Flu from Covid." Stop giving the jab to our Plumas County people and it will go away like areas of India. Stop the mask Mandates as breathing our own bad air is making us sick.	11/17/2021 7:29 PM
153	give each resident $100 to spend localy	11/17/2021 7:01 PM
154	As a small business owner, we were devastated by the pandemic. We lost our entire business of 56 years. Our business brought in tourism and income to the county and supported other small businesses. The loss of one business is the start of a vicious cycle.	11/17/2021 6:52 PM
155	no	11/17/2021 6:49 PM
156	No	11/17/2021 5:46 PM
157	More effort is needed to increase the vaccinate rate in the county. Local leadership is responsible for the health and safety of all citizens, regardless of their own personal opinions.	11/17/2021 4:06 PM
158	Any way to improve cellphone service in addition to broadband?	11/17/2021 3:14 PM
159	There are many seniors that have been forgotten about as far as food and heating.	11/17/2021 1:41 PM
160	Mental Health workers should be considered essential workers.	11/17/2021 1:28 PM
161	Provide nutritional and home remedy treatments information to assist with early covid-19 treatment. Thus far the only advise offered is to wear masks, wash hands, social distance, and stay home if sick. There is so much that can be done to prevent hospitalizations, that is not being recognized nor pursued by our county agencies, particularly Public Health. There is plentiful information and data to back it up that would truly support ending this emergency, by utilizing early treatment emphasis.	11/17/2021 12:21 PM
162	Protect students so they don't have to wear Masks in schools. IE; shields around desks. I'm heartbroken that my daughter and son in law have decided to move across the nation because of California's school mandates for COVID vaccines. Plumas County has always been an island from the rest of California now it is becoming just more sheep. So many retired intelligent people people here should be able to figure out a better way.	11/17/2021 11:51 AM
163	focus some mental health / addiction / safety funds on community base harm reduction strategies for families impacted by substance abuse or domestic violence. Example: caretaker education classes for those struggling to provide for elders, childcare classes/resources for those living through violence.	11/17/2021 11:27 AM
164	Implement fiber optic network in the county. Do not install wi-fi	11/17/2021 11:22 AM
165	no	11/17/2021 11:08 AM
166	Any business that refused to follow masking mandates shouldn't get ANY financial aid...looking at you Sheriff, Holiday Market, Chester True Value, Jeff Engal and his barber...see where this is going?	11/17/2021 10:06 AM
167	Help with the housing shortage.	11/17/2021 9:56 AM
168	Small businesses are unable to offer competitive wages, so people are not applying for service industry positions. We need businesses back open at full capacity. How do we support this?	11/17/2021 9:51 AM
169	no	11/17/2021 7:23 AM
170	Provide safe bike lanes for children to have healthy and safe outdoor experiences and safe transport to and from school.	11/17/2021 6:22 AM
171	Focus on our health care workers and our Safety officers as they never stopped during COVID.	11/16/2021 10:07 PM
172	I would like to see the funds support public safety and health workers.	11/16/2021 9:24 PM
173	Use the money to enforce mask mandate, educate the public about Covid.	11/16/2021 8:23 PM
174	No	11/16/2021 8:14 PM
175	Educate the public on the importance of vaccinations and the need to be vaccinated to	11/16/2021 7:50 PM

	eradicate Covid19	
176	Considering citizens of this county have been sitting opponents of vaccination and mask wearing, I would be deeply disappointed if funds were used inappropriately. Plumas county is in dire need of mental health services.	11/16/2021 7:49 PM
177	Our business and nonprofit community has been hit hard by COVID. They are the lifeblood of the economy and our county. They need our support.	11/16/2021 6:58 PM
178	Increase Sheriff Dept budget for salaries	11/16/2021 6:06 PM
179	Tree planting to begin restoring the Dixie Fire ecological disaster.	11/16/2021 5:29 PM
180	No	11/16/2021 5:12 PM
181	Our property tax dollars should already fund infrastructure issues. Corona scare hurt small businesses that provide local employment.	11/16/2021 4:46 PM
182	None	11/16/2021 4:18 PM
183	No	11/16/2021 4:14 PM
184	Affordable yard waste solutions / general revamp of waste management practices. Costs discourage responsible practices. Also, burning should be a last resort especially for designated non-attainment areas as per the EPA.	11/16/2021 3:59 PM
185	Aside from the three I selected, I think it is also a good idea to provide grants/assistance for the small businesses in the communities.	11/16/2021 3:54 PM
186	Should not go to law enforcement	11/16/2021 3:50 PM
187	No	11/16/2021 3:43 PM
188	Expand access and services for disabled people	11/16/2021 3:35 PM
189	No	11/16/2021 3:23 PM
190	No	11/16/2021 3:16 PM
191	NOne.	11/16/2021 3:15 PM

Item 7A

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction. or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

WHEREAS, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

WHEREAS, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

WHEREAS, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

WHEREAS, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS
BY PLUMAS COUNTY HEALTH OFFICER
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

WHEREAS, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

WHEREAS, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

WHEREAS, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

WHEREAS, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

WHEREAS, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

WHEREAS, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

WHEREAS, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

WHEREAS, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

WHEREAS, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

WHEREAS, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

WHEREAS, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addresses and managed; and

WHEREAS, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

WHEREAS, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

WHEREAS, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

WHEREAS, the Health Officer hereby finds that:

(a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and

(b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

(c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

NOW, THEREFORE, BE IT RESOLOVED the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm a.m./p.m. of the 26th day of July, 2021.

7/26/21
Date

Mark Satterfield, M.D.
Health Officer
County of Plumas

Item 7B

Planning & Building Services
Code Enforcement Office
555 Main Street, Quincy, CA 95971
(530) 283-7002

Case Summary

Location of Violation: 125 Black Tail Ridge, Portola

Case No: 20-0026 **APN:** 028-030-023-000

Property Owner Name: Rose Mary Johnson

Date: Thursday, December 2, 2021

Reporting Officer Jennifer Langston CCEO #C45666093

Narrative: On July 27, 2020, the office of Code Enforcement received a signed Investigative Service Request Form (Complaint Form) for 125 Black Tail Ridge Road, Portola, CA. The complaint form reported concerns of an unsafe dwelling, dangerous building, and zoning or planning violations. The complaint described a construction site abandoned for approximately 10 years and is now in disrepair.

I conducted a permit history on the above property.

Permit # 06-457 for a 2 story dwelling, garage and porch, issued on May 15, 2006, Expired May 15, 2016.

Last inspection on file: on May 27, 2009, for rough electrical, plumbing, mechanical or framing.

Request for extension and approved for permit #06-457 for 6/13/2009, 6/14/2010, 6/6/2011, 6/12/2012 & 7/26/2014.

After a drive-by inspection, it appeared housewrap was exposed and siding was missing from parts of the garage and dwelling. With this type of unfinished construction, the structures can be vulnerable to the elements and may lead to mold, rot, vermin, and is an attractive nuisance. A Notice of Non-Compliance was sent on August 18, 2020, for Plumas County Code 8-2.01; Adoption of the Uniform Code for the Abatement of Dangerous Buildings Section 302. See attached Notice of Non-Compliance for violations.

Ardell Johnson contacted Code Enforcement on August 25, 2020, and it was agreed upon that a site inspection was needed and scheduled for September 2, 2020.

I, as the Code Enforcement Officer, Chuck White, the Building Official, and Ardell Johnson as the point of contact for the said property, conducted a site inspection to include the outside and inside of all structures on the property. It was concluded that the dwelling and garage were

Signature: _____ Date: 12/2/21

Planning & Building Services
Code Enforcement Office
555 Main Street, Quincy, CA 95971
(530) 283-7002

both lacking weather protection since the siding of the house had not been finished, which left house wrap inadequately installed.

I instructed Mr. Johnson to complete the siding on both the dwelling and garage.

On December 8, 2020, Code Enforcement received a call from Mr. Johnson who explained that due to the wildfires, he has not been able to correct the violations. I gave him another 30 days to show progress in finishing the siding since the wildfires did not have a direct impact on that property's location.

On September 28, 2021, at approximately 0655 hours, I conducted a drive-by inspection of 125 Black Tail Ridge in Portola. From the Black Tail Ridge roadway, I observed exposed house wrap on multiple sides of the structure and incomplete installation of siding.

It was determined by Code Enforcement that there have been no improvements as of September 28, 2021, to the structures since this case was reported to Code Enforcement 13 months ago.
The property has not been corrected and remains in violation for the following:

Plumas County Code 8-2.01 Adoption of Uniform Code for the Abatement of Dangerous Buildings
Uniform Code for Abatement of Dangerous Building Section 302- Dangerous Buildings

(18) Whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public

17920.3 H&S (g)(2) & (g)(3) Faulty weather protection

Signature: _____ Date: 12/2/2021

HEALTH AND SAFETY CODE - HSC

DIVISION 13. HOUSING [17000 - 19997] *(Division 13 enacted by Stats. 1939, Ch. 60.)*

PART 1.5. REGULATION OF BUILDINGS USED FOR HUMAN HABITATION [17910 - 17998.3] *(Part 1.5 added by Stats. 1961, Ch. 1844.)*

CHAPTER 2. Rules and Regulations [17920 - 17928] *(Chapter 2 added by Stats. 1961, Ch. 1844.)*

17920.3. Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

(1) Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.

(2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.

(3) Lack of, or improper kitchen sink.

(4) Lack of hot and cold running water to plumbing fixtures in a hotel.

(5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.

(6) Lack of adequate heating.

(7) Lack of, or improper operation of required ventilating equipment.

(8) Lack of minimum amounts of natural light and ventilation required by this code.

(9) Room and space dimensions less than required by this code.

(10) Lack of required electrical lighting.

(11) Dampness of habitable rooms.

(12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction.

(13) Visible mold growth, as determined by a health officer or a code enforcement officer, as defined in Section 829.5 of the Penal Code, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their properly functioning and intended use.

(14) General dilapidation or improper maintenance.

(15) Lack of connection to required sewage disposal system.

(16) Lack of adequate garbage and rubbish storage and removal facilities, as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the lack of adequate garbage and rubbish removal facilities can be determined by a code enforcement officer as defined in Section 829.5 of the Penal Code.

(b) Structural hazards shall include, but not be limited to, the following:

(1) Deteriorated or inadequate foundations.

(2) Defective or deteriorated flooring or floor supports.

(3) Flooring or floor supports of insufficient size to carry imposed loads with safety.

(4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.

(5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.

(6) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.

(7) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.

(8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.

(9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.

(c) Any nuisance.

(d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly.

(e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross connections and siphonage between fixtures.

(f) All mechanical equipment, including vents, except equipment that conformed with all applicable laws in effect at the time of installation and that has been maintained in good and safe condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly.

(g) Faulty weather protection, which shall include, but not be limited to, the following:

(1) Deteriorated, crumbling, or loose plaster.

(2) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors.

(3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.

(4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.

(h) Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

(i) All materials of construction, except those that are specifically allowed or approved by this code, and that have been adequately maintained in good and safe condition.

(j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.

(k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building Code.

(l) All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.

(m) All buildings or portions thereof that are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of

their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

(n) All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

(o) Inadequate structural resistance to horizontal forces.

"Substandard building" includes a building not in compliance with Section 13143.2.

However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and dwelling units shall not by itself be considered sufficient existence of dangerous conditions making a building a substandard building, unless the building was constructed, altered, or converted in violation of those requirements in effect at the time of construction, alteration, or conversion.

(Amended by Stats. 2015, Ch. 720, Sec. 3. (SB 655) Effective January 1, 2016.)

5. Plumas County Code Title 8, Chapter 2, Section. 8-2.01. - Adoption of Uniform Code for the Abatement of Dangerous Buildings

The 1997 Uniform Code for the Abatement of Dangerous Buildings is hereby adopted as the Dangerous Buildings Code—Excluding Housing—of the County of Plumas. Enforcement of Housing Law violations shall not be pursued under this Chapter 2, but shall be pursued exclusively under Chapter 4 of Title 8 of the Plumas County Code.

Uniform Code for the Abatement of Dangerous Buildings Section 302-Dangerous Buildings

For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exits to the extent that the life, health, property of safety of the public or its occupants are endangered.

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

2. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn, or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

4. When any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodge, or to collapse and thereby injure persons or damage property.

6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

7. Whenever any portion thereof has wracked, wraped, knuckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

8. Whenever the building or structure, or any portion thereof, because of (i)dilapidation, deterioration or decay; (II)faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulation of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, fault construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

PLUMAS COUNTY CODE ENFORCEMENT
555 Main Street
Quincy, CA 95971
www.plumascounty.us
voice (530) 283-7011
fax (530) 283-6134

NOTICE OF NON-COMPLIANCE

August 18, 2020

Rose Mary Johnson

CERTIFIED MAIL

Re: 125 Black Tail Ridge
Portola, CA
APN: 028-030-023-000

This letter is to inform you that a public complaint has been filed with the Code Enforcement Department concerning zoning and dangerous building a violation of Plumas County and State Penal codes.

5. **Plumas County Code Title 8, Chapter 2, Section. 8-2.01. - Adoption of Uniform Code for the Abatement of Dangerous Buildings**
   The 1997 Uniform Code for the Abatement of Dangerous Buildings is hereby adopted as the Dangerous Buildings Code—Excluding Housing—of the County of Plumas. Enforcement of Housing Law violations shall not be pursued under this Chapter 2, but shall be pursued exclusively under Chapter 4 of Title 8 of the Plumas County Code.

Uniform Code for the Abatement of Dangerous Buildings Section 302-Dangerous Buildings

For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exits to the extent that the life, health, property of safety of the public or its occupants are endangered.

12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, fault construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

Warning Notice Regarding Possible Fine or Lien on Property

While it is the County's commitment to work cooperatively with property owners to achieve compliance, failure to comply with a Notice of Order to correct violations may result in the issuing of an administrative citation or notice to abate, which includes the levying of a fine. Any fine or costs that are not paid within thirty days from the date of the administrative citation or completion of abatement will be subject to interest at the legal rate of ten percent per annum on the principal amount. To the extent permitted by Government Code Section 54988, fees, costs or charges that have not been paid within forty-five days of notice thereof, the County may collect the fees, costs or charges by making the amount of the unpaid fees, costs or charges a proposed lien against the property that is the subject of the enforcement activity. In addition, the responsible party shall not be granted any additional permit, entitlement, agreement or other privilege until the administrative citation and appropriate fees have been resolved.

Rose Mary Johnson

This notification provides you with the opportunity to correct the violations prior to an inspection by County staff. Alternatively, you may set up an appointment with Code Enforcement staff to inspect the property, and go over the specifics of the violations. The Code Enforcement staff will work with you to identify the actions that should be taken to correct the violations, and will establish a time line for correcting them.

Please contact me no later than **5 days from receipt of this letter** to discuss these violations. If I do not hear from you by that time, Code Enforcement staff may visit the property in order to implement necessary enforcement actions in the form of citations. If you believe any of the above information herein is incorrect or you have any questions, this can be discussed when you contact me.

Sincerely,

Jennifer Langston
Code Enforcement Officer
Plumas County Building Department
(530) 283-7002
CodeEnforcement@countyofplumas.com

05/03/2021 06:32

05/03/2021 06:33

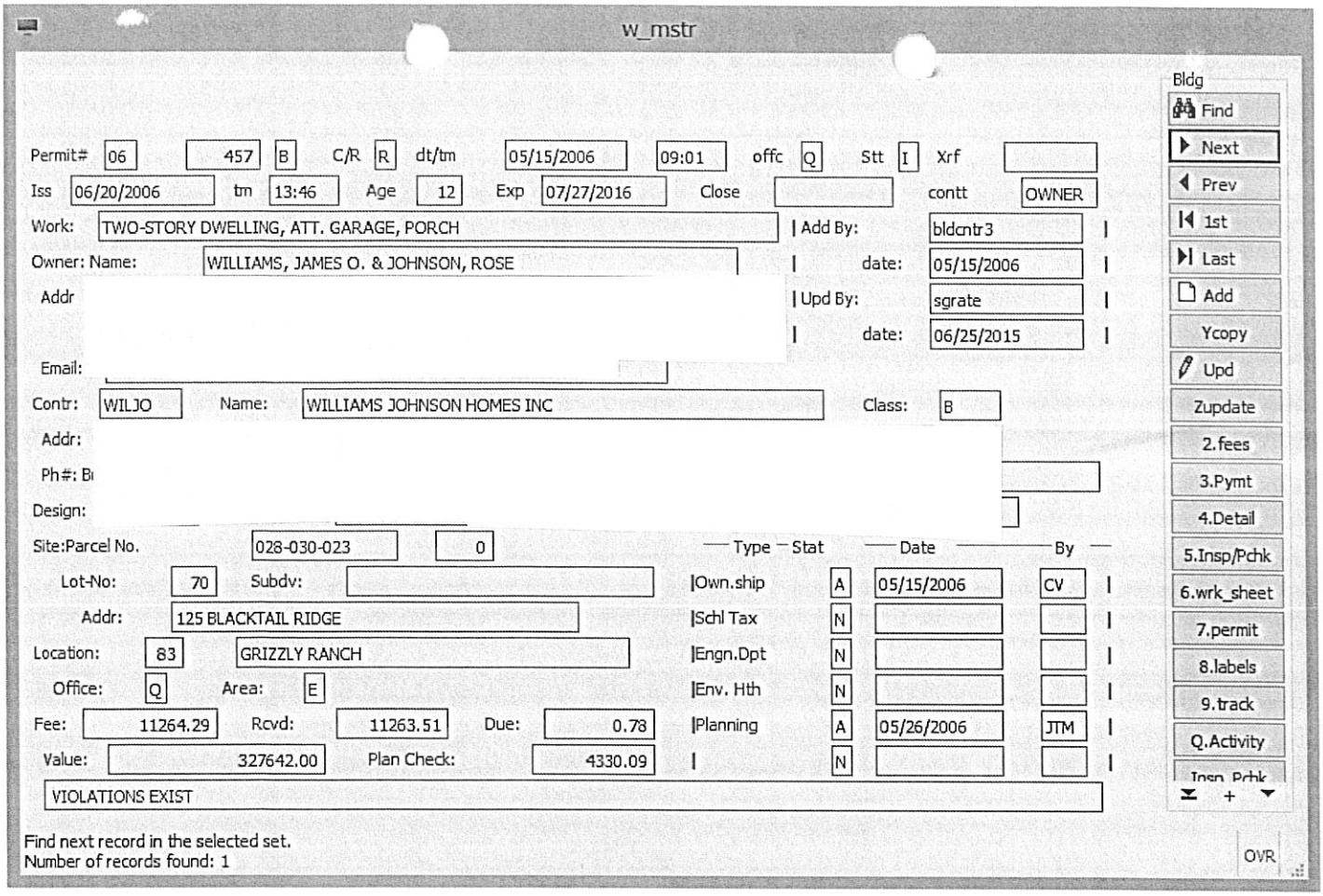
07/19/2021 06:31

07/19/2021 06:31

52577
PMR1
52575
07
123
WARNING
07/19/2021 06:31

9/28/21, 6:55 AM
Portola
Plumas County Code Enforcement

9/28/21, 6:57 AM
Portola
Plumas County Code Enforcement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Upd
Zupdate
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3.Pymt
4.Detail
5.Insp/Pchk
6.wrk_sheet
7.permit
8.labels
9.track
Q.Activity
Permit# 06 457 B C/R R dt/tm 05/15/2006 09:01 offc Q Stt I Xrf
Iss 06/20/2006 tm 13:46 Age 12 Exp 07/27/2016 Close contt OWNER
Work: TWO-STORY DWELLING, ATT. GARAGE, PORCH
Add By: bldcntr3
date: 05/15/2006
Owner: Name: WILLIAMS, JAMES O. & JOHNSON, ROSE
Addr
Upd By: sgrate
date: 06/25/2015
Email:
Contr: WILJO Name: WILLIAMS JOHNSON HOMES INC Class: B
Addr:
Ph#: B
Design:
Site:Parcel No. 028-030-023 0
Type Stat Date By
Lot-No: 70 Subdv:
Own.ship A 05/15/2006 CV
Addr: 125 BLACKTAIL RIDGE
Schl Tax N
Location: 83 GRIZZLY RANCH
Engn.Dpt N
Office: Q Area: E
Env. Hth N
Fee: 11264.29 Rcvd: 11263.51 Due: 0.78
Planning A 05/26/2006 JTM
Value: 327642.00 Plan Check: 4330.09
N
VIOLATIONS EXIST
Find next record in the selected set.
Number of records found: 1
OVR

wi1

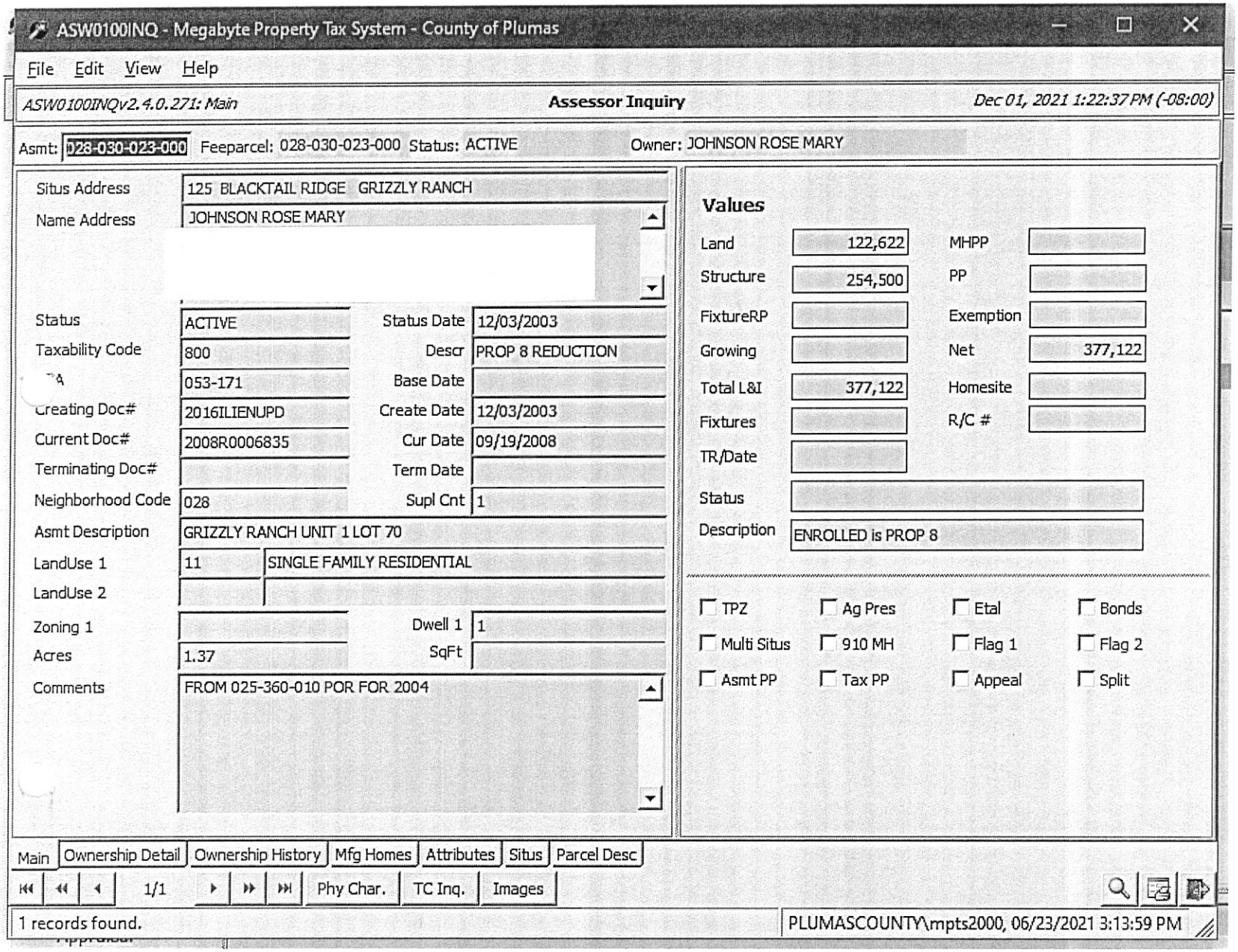
Press enter when done
Press F1 to update or F2 to delete

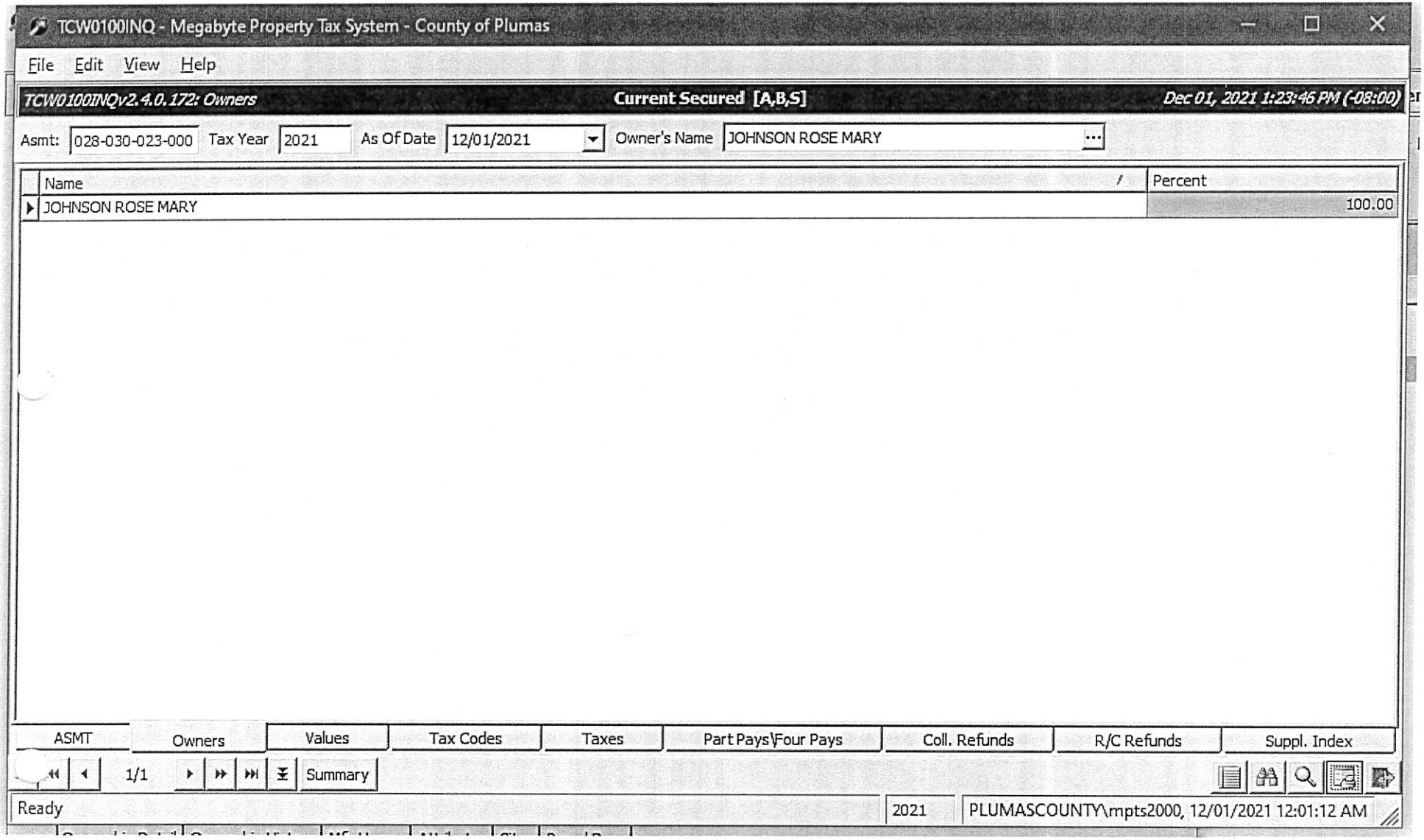
OK

Permit #: 06 457 Inspection, Plan Check Activity Records

Date	Tm/Beg	Tm/End	O.D.	Code	Type of Inspection/Activity	Insp	Stt
07/13/2006	0954	1037		FND	FOUNDATION AND/OR CONCRETE/CMU W	CH	P
08/30/2006	1705	1715		RGH	ROUGH ELEC, PLUMBING, MECH OR FRAMI	CH	P
09/20/2006	1449	1502		FLR	SLAB/UNDERFLOOR	CH	P
03/23/2007	1200	1245		FND	FOUNDATION AND/OR CONCRETE/CMU W	CH	P
04/02/2007	1215	1235		PWR	CONSTRUCTION POWER	CH	P
05/21/2007	0738	0750	22790	FFT	FOUNDATION FOOTINGS	JL	P
10/09/2007				ROF	ROOF NAILING INSPECTION	JL	P
10/09/2007				WAL	WALL NAIL INSPECTION	JL	P
05/02/2008				ROF	ROOF NAILING INSPECTION"PORCH"	RB	P
06/12/2008				RGH	ROUGH PLUMBING	RB	P
05/27/2009				RGH	ROUGH ELEC, PLUMBING, MECH OR FRAMI	RB	U
06/13/2009	1154	1154		PPX	EXTEND PERMIT FOR ONE MORE YEAR	CV	P
06/14/2010	0905	0905		PPX	EXTEND PERMIT FOR ONE MORE YEAR	CV	A
06/06/2011	1436	1436		PPX	EXTEND PERMIT FOR ONE MORE YEAR	SG	NA
06/12/2012	0842	0842		PPX	EXTEND PERMIT FOR ONE MORE YEAR	CV	P
07/26/2014	1240	1240		PPX	EXTEND PERMIT FOR ONE MORE YEAR	CV	P

OVR


ASW0100INQ - Megabyte Property Tax System - County of Plumas
File Edit View Help
ASW0100INQv2.4.0.271: Main
Assessor Inquiry
Dec 01, 2021 1:22:37 PM (-08:00)
Asmt: 028-030-023-000 Feeparcel: 028-030-023-000 Status: ACTIVE Owner: JOHNSON ROSE MARY
Situs Address 125 BLACKTAIL RIDGE GRIZZLY RANCH
Name Address JOHNSON ROSE MARY
Status ACTIVE
Status Date 12/03/2003
Taxability Code 800
Descr PROP 8 REDUCTION
TRA 053-171
Base Date
Creating Doc# 2016ILIENUPD
Create Date 12/03/2003
Current Doc# 2008R0006835
Cur Date 09/19/2008
Terminating Doc#
Term Date
Neighborhood Code 028
Supl Cnt 1
Asmt Description GRIZZLY RANCH UNIT 1 LOT 70
LandUse 1 11 SINGLE FAMILY RESIDENTIAL
LandUse 2
Zoning 1
Dwell 1 1
Acres 1.37
SqFt
Comments FROM 025-360-010 POR FOR 2004
Values
Land 122,622
MHPP
Structure 254,500
PP
FixtureRP
Exemption
Growing
Net 377,122
Total L&I 377,122
Homesite
Fixtures
R/C #
TR/Date
Status
Description ENROLLED is PROP 8
TPZ
Ag Pres
Etal
Bonds
Multi Situs
910 MH
Flag 1
Flag 2
Asmt PP
Tax PP
Appeal
Split
Main
Ownership Detail
Ownership History
Mfg Homes
Attributes
Situs
Parcel Desc
1/1
Phy Char.
TC Inq.
Images
1 records found.
PLUMASCOUNTY\mpts2000, 06/23/2021 3:13:59 PM


TCW0100INQ - Megabyte Property Tax System - County of Plumas
File Edit View Help
TCW0100INQv2.4.0.172: Owners
Current Secured [A,B,S]
Dec 01, 2021 1:23:46 PM (-08:00)
Asmt: 028-030-023-000
Tax Year 2021
As Of Date 12/01/2021
Owner's Name JOHNSON ROSE MARY
Name
Percent
JOHNSON ROSE MARY
100.00
ASMT
Owners
Values
Tax Codes
Taxes
Part Pays\Four Pays
Coll. Refunds
R/C Refunds
Suppl. Index
1/1
Summary
Ready
2021
PLUMASCOUNTY\mpts2000, 12/01/2021 12:01:12 AM

RECORDING REQUESTED BY:

ORDER #:
APN #: 028-030-023

WHEN RECORDED MAIL TO

ROSE MARY JOHNSON
JAMES O. WILLIAMS
4008 HIGUERA ROAD
SAN JOSE, CA 95148

2008-0006835

Recorded
Official Records
County of
Plumas
KATHLEEN WILLIAMS
Clerk-Recorder

REC FEE 14.00

12:00PM 19-Sep-2008 Page 1 of 3

SPACE ABOVE THIS LINE FOR RECORDERS USE

Quitclaim Deed

I, JAMES O. WILLIAMS,
The undersigned grantor(s) declare(s):
Documentary transfer tax is $0.00

( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: ( ) City of
(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
JAMES O. WILLIAMS, A MARRIED MAN

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to
ROSE MARY JOHNSON, A MARRIED WOMAN

that property in SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Mail Tax Statements to ROSE MARY JOHNSON, 4008 HIGUERA ROAD, SAN JOSE, CA 95148

Date August 11, 2008

James O. Williams
JAMES O. WILLIAMS

ARIANE AZMOUDEH
Commission # 1600258
Notary Public - California
Santa Clara County
My Comm. Expires Aug 11, 2009

EXHIBIT "A"

Lot 70 as shown on that certain map entitled "Grizzly Ranch, Unit 1," which map was filed for record in the Office of the Plumas County Recorder December 3, 2003 in Book 9 of Maps at pages 88 through 98.

Reserving therefrom a non-exclusive easement for the errant flight and/or intrusion of golf balls from, and for overspray in connection with the irrigation of, the adjoining golf course.

THIS DEED is made and accepted subject to all of the covenants, conditions, restrictions, easements, assessments, liens and other matters set forth in that certain document entitled the "Declaration of Covenants, Conditions and Restrictions for Grizzly Ranch" ("Declaration") which recorded December 3, 2003 as Instrument No. 2003-0014465 of the Official Records of said County. Said Declaration is incorporated herein by this reference with the same force and effect as though fully set forth herein.

THIS DEED IS ALSO made and accepted subject to all of the covenants , conditions, enhancement fee, liens and other matters set forth in that certain document entitled "Community Enhancement Fee Agreement Grizzly Ranch Conservancy" ("Enhancement Fee Agreement") which recorded December 11, 2003 as Instrument No. 2003-0014739 of the Official Records of said County. Said Enhancement Fee Agreement is incorporated herein by this reference with the same force and effect as though fully set forth herein.

ALL-PURPOSE ACKNOWLEDGMENT (CALIFORNIA)

State of California
County of Santa Clara

On this 11th day of August 2008, before me, Ariane Azmoudeh,
Notary Public personally appeared James O. Williams who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

ARIANE AZMOUDEH
Commission # 1600258
Notary Public - California
Santa Clara County
My Comm. Expires Aug 11, 2009

Place Notary Seal Above

Signature _____
Notary Public

Name of Notary: Ariane Azmoudeh
Commission Number: 1600258
County: Santa Clara
Commission Expires: Aug 11, 2009

RECORDING REQUESTED BY:
CAL-SIERRA TITLE COMPANY

WHEN RECORDED MAIL TO:

ROSE MARY JOHNSON AND
JAMES O. WILLIAMS
3947 BALCOM ROAD
SAN JOSE, CA. 95148

ESCROW NO. 05041139

2005-0013593

Recorded	REC FEE	10.00
Official Records		
County Of		
PLUMAS		
KATHLEEN WILLIAMS		
Recorder		
MELINDA ROTHER		
Assistant	ldavis	
09:50AM 20-Dec-2005	Page 1 of 2	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL GRANT DEED

INDIVIDUAL GRANT DEED (Excluded from Reassessment Under Proposition 13)

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ 0.00
THERE IS NO CONSIDERATION FOR THIS TRANSFER
This is an INTERSPOUSAL TRANSFER under Section 63 of the Revenue & Taxation Code.
( ) From joint tenancy to community property.
( ) From one spouse to both spouses.
(XX) From one spouse to the other spouse.
( ) From both spouses to one spouse.
( ) Other _____

A.P.N.: 028-030-023

GRANTOR: BENJAMIN A. JOHNSON, SPOUSE OF MARY ROSE JOHNSON AND LINDA M. WILLIAMS, SPOUSE OF JAMES O. WILLIAMS

hereby GRANTS to ROSE MARY JOHNSON AND JAMES O. WILLIAMS AS JOINT TENANTS

the following described real property in the unincorporated area
County of PLUMAS , State of CA
SEE ATTACHED EXHIBIT "A"

It is the intent of the grantor herein to divest all interest in and to the herein described property, community and otherwise, and to vest title to the grantee.

DATE: December 01, 2005

Benjamin A. Johnson
BENJAMIN A. JOHNSON
Linda M. Williams
LINDA M. WILLIAMS

STATE OF CALIFORNIA }
} ss.
COUNTY OF Santa Clara }

On 12/2/2005, before me Guadalupe Rocha Jr.,
personally appeared Linda M. Williams & Benjamin A. Johnson
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature Guadalupe Rocha J.

GUADALUPE ROCHA JR.
Commission # 1377450
Notary Public - California
Santa Clara County
My Comm. Expires Sep 30, 2006

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

EXHIBIT "A"

Lot 70 as shown on that certain map entitled "Grizzly Ranch, Unit 1," which map was filed for record in the Office of the Plumas County Recorder December 3, 2003 in Book 9 of Maps at pages 88 through 98.

Reserving therefrom a non-exclusive easement for the errant flight and/or intrusion of golf balls from, and for overspray in connection with the irrigation of, the adjoining golf course.

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RECORDING REQUESTED BY:
CAL-SIERRA TITLE COMPANY

WHEN RECORDED MAIL TO:

ROSE MARY JOHNSON
JAMES O. WILLIAMS
3947 BALCOM ROAD
SAN JOSE, CA 95148

2005-0013592

Recorded Official Records County Of PLUMAS KATHLEEN WILLIAMS Recorder MELINDA ROTHER Assistant 09:50AM 20-Dec-2005	REC FEE	10.00
	TAX	296.45
	ldavis	
	Page 1 of 2	

ESCROW NO. 05041139

GRANT DEED

The undersigned grantor(s) declare(s): A.P.N.: 028-030-023
County transfer tax is $ 296.45 TAX PAID
(XX) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
(XXX) Unincorporated area: ( ) City of_____, and
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
GRIZZLY CREEK DEVELOPMENT, LLC, a Delaware limited liability company

hereby **GRANTS** to **ROSE MARY JOHNSON, A MARRIED WOMAN AND JAMES O. WILLIAMS, A MARRIED MAN AS JOINT TENANTS**

the following described real property in the County of Plumas, State of California:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

GRIZZLY CREEK DEVELOPMENT, LLC,
a Delaware limited liability company
BY:GRIZZLY CREEK MANAGER, LLC,
a California limited liability company
its managing member
BY:LDD GRIZZLY CREEK, INC., a California corporation, it's manager

By: Michael A. Mohler
Title: Sr. Vice President

By: George S. Mercado
Title: Vice President/Controller

DATE: December 01, 2005

STATE OF CALIFORNIA
} ss.
COUNTY OF PLUMAS

On 12-2-05, before me, the undersigned, personally appeared **Michael A. Mohler AND George S. Mercado** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature M. Eschenbaum

M. ESCHENBAUM
Comm. # 1344505
NOTARY PUBLIC - CALIFORNIA
Plumas County
My Comm. Expires March 22, 2006

MAIL TAX STATEMENTS AS DIRECTED ABOVE (This area for official notarial seal)

EXHIBIT "A"

Lot 70 as shown on that certain map entitled "Grizzly Ranch, Unit 1," which map was filed for record in the Office of the Plumas County Recorder December 3, 2003 in Book 9 of Maps at pages 88 through 98.

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20-0026

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971

voice (530) 283-7002
fax (530) 283-6134
www.plumascounty.us

Investigative Service Request Form

(Complaint Form)

Important Note: Complete and accurate information, including complainant's signature, is required. Incomplete or insufficient information may delay or stop this investigation.

Name of Violator: Rose Mary Johnson

Street Address of Violation: 125 Blacktail Ridge

City/Town: Portola Assessor's Parcel Number: 028-030-023-000

Complaint Types. Check categories that apply **AND** include written remarks at the bottom

- ☐ Grading or diversion of water flows without permit
- ☐ Building a structure without a permit *(does not apply to a structure exempted from building permit requirements)*
- ☑ Unsafe dwelling, dangerous building
- ☐ Lack of final inspection, using an unfinished or non-approved building
- ☐ Other dangerous or unpermitted construction without permits (specify)

- ☐ Two or more dwelling units in single-family zoning
- ☐ Home occupation – commercial uses in a residential zoning district
- ☐ Non-compliance with commercial site plan
- ☐ Living in a travel trailer
- ☐ Site development, setback violations *(easement issues are considered civil matters-not enforced by Code Enforcement)*
- ☑ Other zoning or planning violation (explain below)
  (NOTE: CC&R requirements are civil matters-not enforced by Code Enforcement)
- ☐ Septic system, none present or surfacing (circle one)
- ☐ Water well violations, lack of water, or maintenance required that endangers water potability
- ☐ Solid waste accumulation, trash, and items that attract rodents or insects on private property
- ☐ Health related – restaurants, food outlets, public pools, and consumer protection issues
- ☐ Hazardous materials – material spills, toxic storage, underground tanks

- ☐ Abandoned, wrecked, dismantled autos and parts on private property
- ☐ Junkyard, auto dismantling, or accumulation of other material for storage and/or sale
- ☐ Other

Abandoned Home.

About 10 years ago the owner quit working on a home located at 125 Blacktail Ridge, Portola, CA. (pictures attached). I am not aware of any improvements that have been made since then.

Since that time the Homeowner's Association's (HOA) request to the owner to complete the project has resulted in zero progress. The HOA has even spent funds to make the home more presentable and to secure the inside as varmints were inhabiting the place. Although that may still be happening now critters are definitely camping out on the outside as the place continues to fall into disrepair.

In short, the place is an unsightly mess and according to local realtors negatively impacts home and lot sales in the community.

I am writing you to see if you could help out the community. If the owner will not complete the building process after approximately 10 years they are unlikely to do so in the future without some penalties including a demolishing of this eyesore.

Can you help us?

Regards,

DESCRIBE THE VIOLATION: (Specific details **required.** Use separate sheet(s) if necessary)

Abandon Home
About 10 years ago the owner quit working on this home. There have been no improvements s
Since that time the HOmeowner's Association's (HOA) request to the owner to complete the pr
In short, the place is an unsightly mess and according to local realtors negatively impacts hom
I am writing you to see if you could help out the community. If the owner willl not complete the
Can you help us?
Regards,

Records of complaints are considered "acquired in confidence" consistent with Section 1040 of the Evidence Code and Section 6254 of the Government Code.

☑ **I request that my identity as complainant be kept confidential. In submitting this complaint, I understand that the County or a court may determine that the disclosure of my name as the person filing this complaint or that the release of this form to the public is legally required.**

☐ **I do not request that my identity as the complainant be kept confidential.**

* Reporting Party's Name: _____

* Mailing Address: _____

_____

CONFIDENTIAL

Physical Address: _____

* Phone: _____ Alternate Phone: _____

Email address: _____

* Signature: _____ * Date _____

* denotes required information – complaint cannot be processed without this information

Board of Supervisors
Plumas County California

Reference: 125 Blacktail Ridge, Portola, CA 96122

Dear Supervisors:

As a fourteen year resident, and a former seven year member of the Grizzly Ranch Homeowners Association, I am appealing to you for help with the residence at 125 Blacktail Ridge, Portola.

This home has remained uncompleted for over ten years and is currently inhabited with weeds, deer, pigeons, and other vermin in spite of numerous attempts to get the owner to complete the building.

The home is a blight on the community, brings down the property values, and according to real estate people makes it difficult for them to sell properties.

Personally I would like to see the property either completed or demolished but if that isn't legally possible could you at least have the exterior completed and the yard maintained.

Any assistance in this matter would be greatly appreciated.

Sincerely,

Langston, Jennifer

From: Ardell Johnson
Sent: Tuesday, November 23, 2021 11:51 AM
To: CodeEnforcement
Subject: 125 Blacktail Ridge

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I write to inform you that I have purchased the material to complete the siding on the house per the recently issued citation. It is scheduled for 2-3 week delivery and will be installed promptly thereafter.

Ardell Johnson

PLUMAS COUNTY BUILDING DEPARTMENT INSPECTION RECORD

Quincy Office: (53 . 283-7011
Inspection Request Line: (530) 283-6001

Chest.. Office: (530) 258-2108
Inspection Request Line: (530) 258-2108

Please provide the following information when calling for inspection requests:

- *Permit Number* • *Applicant Name* • *Address / Location*
- *Type of Inspection* • *Date Inspection Requested*

This card must be posted in a conspicuous place on the premises until final approval has been granted by the Building Official. The approved set of building plans must be on the job at all times. Projects must be inspected a maximum of 360 days between inspections.

06-00457-B Iss: 06/20/2006 QUINCY
Exp: 06/21/2007
WILLIAMS, JAMES O. & JOHNSON, ROSE

WILLIAMS JOHNSON HOMES INC
TWO-STORY DWELLING, ATT. GARAGE, PORCH
Site: 125 BLACKTAIL RIDGE
Loc: GRIZZLY RANCH
Lot: 70
APN: 028-030-023

In Packet
Plans Rolled

TYPE OF INSPECTION	DATE	INSPECTOR
MANDATORY APPROVALS		
OK to Pour Ftng / Fnd.	7.13.6	Hoot
OK to Pour Slab	3.2.07	Hoot
OK to pour Stem Wall / BB	7.13.6	Hoot
OK to Cover Underfloor	9.20.6	Hoot
OK to Roof	10-9-07	Hoot
OK to Insulate		
OK to Sheetrock		
OK to cover Ungr. LPG Tank		
Final - LPG Appl. Orifice		
Encroachment		
Septic System Plot Plan		
Driveway		
Grading		

SEE REVERSE SIDE FOR MORE INFORMATION

TYPE OF INSPECTION	DATE	INSPECTOR	✓
PLOT PLAN			
1 Site Review	7.13.6	Hoot	
2 Setbacks	7.13.6	Hoot	
FOUNDATION			
3 Footings/Fnd.	7.13.6	Hoot	
4 H.D.'s	7.13.6	Hoot	
5 Stem Wall	7.13.6	Hoot	
6 Lifts			
7 GRND Electrode			
8 Interior Piers	7.13.6	Hoot	
9 Exterior Piers			
UNDERFLOOR			
10 Slab			
11 Girder - Underfloor	9.20.6	Hoot	
12 Plumbing - w/Test			
13 Plumb.-Undslab w/Test	9.20.6	Hoot	
14 Mechanical/Ducts	9.20.6	Hoot	
15 Elect. - Underground	8.30.6	Hoot	
16 Hydronics			
17 Load Path Blk's	9.20.6	Hoot	
ROOFING			
18 Roof Nailing	10-9-07	Y	
19 Ice Dam	10-9-07	Y	

FINAL - Inspector certifying compliance with all applicable codes and approved plans for final

INSPECTOR _____ DATE _____

SEE REVERSE SIDE FOR MORE INFORMATION

TYPE OF INSPECTION	DATE	INSPECTOR	✓
FRAMING			
20 Interior Shear / Bracing			
21 Exterior Shear / Bracing	10-9-07	Y	
22 Framing			
23 Trusses / Rafters	10-9-07	Y	
24 Ventilation	10-9-07	Y	
25 H_2O Supply	6-12-08	RB	
26 DWV	↓	↓	
27 Topout			
28 Hot Mop / Shower Pans			
29 Gas Piping			
30 Gas Test (Int.)			
31 Gas Test (Ext.)			
32 Water Heater			
33 GFCI			
34 Rough Electric			
35 Bonding			
36 Main Panel			
37 Sub Panel			
38 Ductwork			
39 Vents / Flues			
40 HVAC Unit			
41 Wall Heater			
42 Fireplace / Throat			
43 Woodstove			
44 Gas Stove			
45 Oil Stove			
46 Other _____			
INSULATION			
47 Floor R_____			
48 Walls R_____			
49 Ceiling R_____			
50 Blown Cert. Req'd.			
51 **DRYWALL / FIREWALL**			
UTILITIES			
52 Temp. Pwr/GFCI amp_____			
53 Perm. Pwr/Polarity amp_____	4.2.7	Hoot	
54 Gas Service LP			

PERMIT #: 06-457

NAME: Williams / Johnson

PLUMAS COUNTY CODE ENFORCEMENT
555 Main Street
Quincy, CA 95971
Voice (530)283-7002
Fax (530)283-6134
E-Mail: CodeEnforcement@countyofplumas.com

ADMINISTRATIVE CITATION

Citation No: 21-00008

Citation Date: 9/28/2021 Time: 0655 hrs

Assessor's Parcel Number: 028-030-023-000

An inspection of the property located at 125 Black Tail Ridge, Portola, CA in the County of Plumas, revealed a violation(s) of the California Building Code, Health and Safety Code, and /or of the Plumas County Code.

Name of Owner: Rose Mary Johnson

Mailing Address: _____

_____

- [x] **1st CITATION $100.00 IS NOW DUE AND PAYABLE**
- [ ] **2nd CITATION $500.00 IS NOW DUE AND PAYABLE**
- [ ] **3rd (or subsequent) CITATION $1000.00 IS NOW DUE AND PAYABLE**

On 10/28/2021 Code Enforcement will return for an inspection to verify that your property is in compliance. If you are not in compliance on that date you will be issued a citation in the amount of $500.00.

THIS VIOLATION WAS ORIGINALLY BROUGHT TO YOUR ATTENTION ON 8/18/2020 AND YOU HAVE NOT CORRECTED OR RESOLVED THE VIOLATION(S)

CODE SECTION(S):	DESCRIPTION OF VIOLATION(S):
Plumas County Code 8-2.01 Adoption of Uniform Code for the Abatement of Dangerous Buildings Uniform Code for the Abatement of Dangerous Building Section 302-Dangerous Buildings 18 Whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public 17920.3 H&S (g)(2) & (g)(3) Faulty weather protection	

RECEIPT ACKNOWLEDGED BY _____ **DATE** _____

- [x] SERVICE BY MAIL
- [ ] POSTING IN A CONSPICUOUS LOCATION AT THE RESIDENCE

SIGNATURE OF OFFICER/DATE	PRINT NAME OF OFFICER
9/28/2021	Jennifer Langston

WHITE (Violation Copy) CANARY (Hearing Copy) PINK (Officer Copy)

PLUMAS COUNTY CODE ENFORCEMENT
555 Main Street
Quincy, CA 95971
Voice (530)283-7002
Fax (530)283-6134
E-Mail: CodeEnforcement@countyofplumas.com

ADMINISTRATIVE CITATION APPEALS INFORMATION SHEET

Administrative Citation- Definition - Authority And Fines

Plumas County Code Section Sec. 1-8.01(4) and Sec.1-8.02.03. - Authority and fines, provides for the issuance of administrative citations for Plumas County code violations. There are three levels of citations that can be issued for a violation. The fines, as indicated on the citation, are $100.00 for the first citation, $500.00 for the second citation and $1,000.00 for the third and subsequent citations for violations of the same ordinance within one year. All fines for violations are considered severable and enforceable daily as per Section: 1-8.03(b) Each and every day a violation of the Plumas County Code exists constitutes a separate and distinct offense.

Appeal of Administrative Citation – Hearing Procedure of Appeal Sections: -02
Plumas County Code Section: 1-8.07 & 1-8.09 - You have the right to appeal this administrative citation within fifteen (15) days from the citation date. An appeal must be in writing. The appeal can only pertain to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s). To appeal, submit a completed Request for Appeal Hearing of Administrative Citation (appeals form enclosed) together with proof of an advanced payment of the fine per 1-8.09(a) that states the following "No hearing to contest an administrative citation before a hearing officer shall be held unless and until a request for a hearing form has been completed and submitted and the fine has been deposited in advance". It must be paid by mail or in person, addressed to the Plumas County Tax Collector/Collections Office, located at 520 Main St. #203, Quincy, CA 95971.

Right to Appeal 1-4.01. A properly filed appeal will result in an administrative hearing. Failure of any person to properly file a written appeal within fifteen (15) CONSECUTIVE days from the citation date also requires you comply with the Plumas County Code: Section 1-4.01. Failure to do so shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation or any portion thereof and the total amount of the fine. The appeal can only pertain to whether the violation(s) occurred and whether the responsible person has caused or maintained the violation(s).

How to Pay Fine or Appeal Advanced Payment

The amount of the fine is indicated on the administrative citation. Prior to receiving an invoice from the Plumas County Tax Collector/Collections Office, you may pay by mail or in person at 520 Main St. #203, Quincy, CA 95971. Payment should be made by personal check, cashier's check, or money order, payable to Plumas County. Please write the citation number on your check or money order, if the citation is not paid or appealed within the statutory time, you will receive an invoice from the Plumas County Tax Collector/Collections Office. Please follow the instructions on the invoice to ensure proper processing of your payment. Payment of the fine shall not excuse the failure to correct the violation nor shall it bar further enforcement action by Plumas County.

Consequences of Failure to Pay the Fine. Chapter 8 Section 1-8.11.

The failure of any person to pay the fine assessed by the administrative citation within the time specified on the citation or on the invoice from the Plumas County Tax Collector/Collections Office may result in a claim with the Small Claims Court or any legal remedy available to collect such money. The County has the authority to collect all costs associated with the filing of such actions. Failure to pay fine penalties may be found in Plumas County Code Chapter 8 Section 1.8.11.

Consequences of Failure to Correct Violations Chapter 8 Sec: 1-8.03 & Chapter 8-15.04 Cumulative remedies

There are numerous enforcement options that can be used to encourage the correction of violations. These options include, but are not limited to: civil penalties per Plumas County Code Section 1-8.03, abatement, criminal prosecution, civil litigation, recording the violation with the County Recorder and forfeiture of certain State tax benefits for substandard residential rental property. These options can empower the County to collect fines up to $100,000.00, to demolish structures or make necessary repairs at the owner's expense, and to incarcerate violators.

You are hereby notified that any/all of these options or others may be used if the administrative citations do not achieve compliance. If you need further clarification about payment of the citation, please call (530) 283-6258 for the Plumas County Tax Collector/Collections Office. If you need further information about the violations and/or how to comply, please call (530) 283-7002 for the Code Enforcement Department. A full description of the hearing procedure for the County's administrative hearings for Code violations and your rights in that process are found in Plumas County Code Section 8-18.01 & 1-4.01 of the Plumas County code

Langston, Jennifer

From: [redacted]
Sent: Sunday, March 28, 2021 10:10 AM
To: Langston, Jennifer
Subject: [Forwarded from DataCove] [Thu Nov 18 10:58:23 2021] 125 Blacktail

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jennifer,

Just to let you know it appears that Mr. Johnson has done absolutely nothing to the house since you first contacted him months ago.

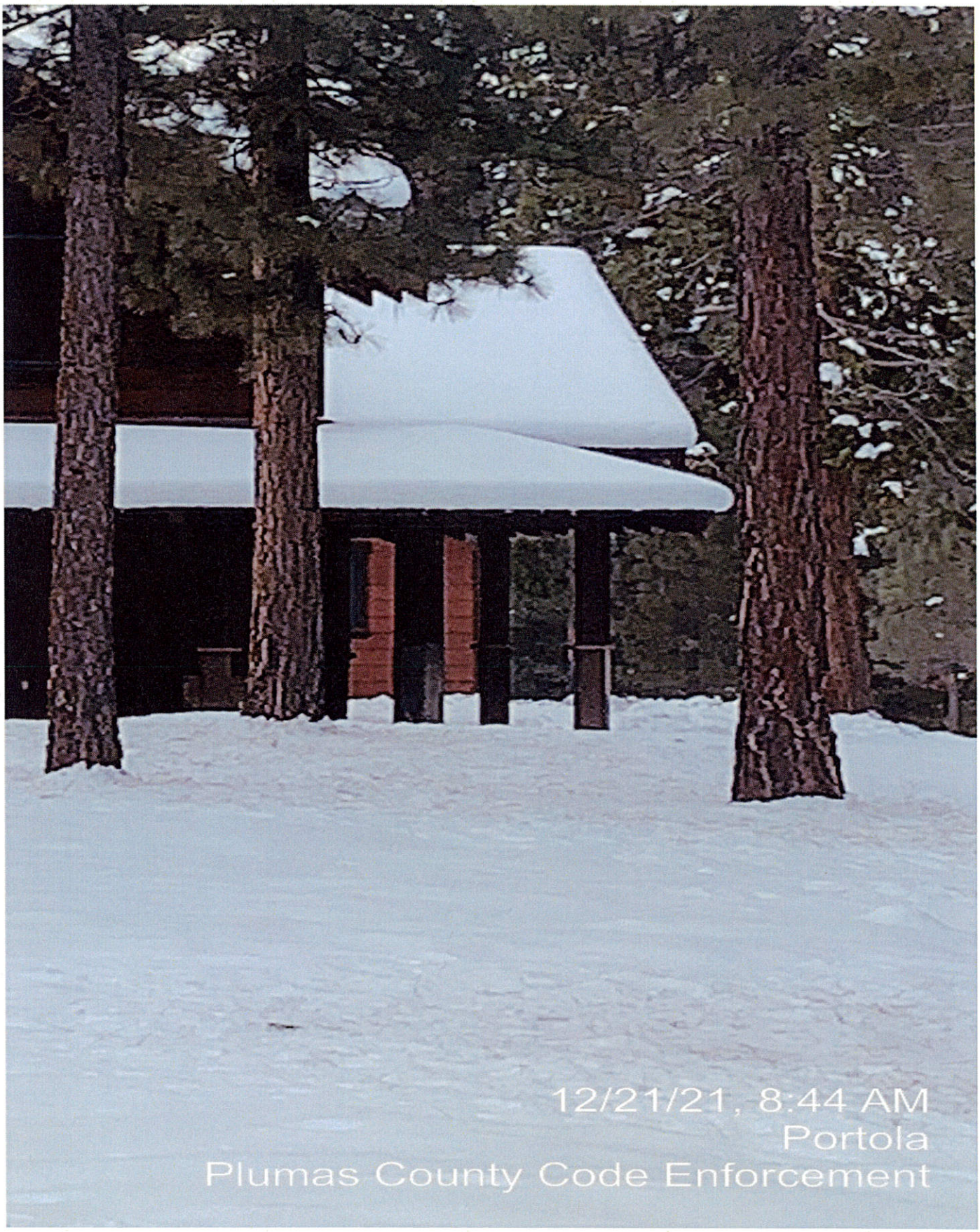
How much longer are you going to put up with his nonsense?

What is your next step?

[redacted]

Sent from my Verizon, Samsung Galaxy smartphone

Work to correct the violation was stated only after an administrative citation was issued.



Work to correct the violation was stated only after an administrative citation was issued.

Work to correct the violation was stated only after an administrative citation was issued.

Langston, Jennifer

From: White, Charles
Sent: Monday, January 10, 2022 4:00 PM
To: Langston, Jennifer
Subject: FW: 125 Blacktail Ridge

From: White, Charles
Sent: Tuesday, December 28, 2021 11:41 AM
To: ardell408@icloud.com
Cc: Langston, Jennifer <JenniferLangston@countyofplumas.com>; Putnam, Heidi <HeidiPutnam@countyofplumas.com>
Subject: RE: 125 Blacktail Ridge

Mr. Johnson,

From the images It looks like work is getting done, but it's not finished yet. It is considered in dilapidated condition due to the structural sheathing open to the elements and the failure of the building wrap was also indication of weatherization membrane failure. Also, weatherization are violations of both the California Residential Code and the Property Maintenance Code. Exterior sheathing exposed to moisture can degrade the sheathing and cause de-lamination of the material, reducing its structural integrity. It will continue to be in that condition until the siding and weatherization is complete. It is an attractive nuisance due to the condition. From the condition it was in from the onset of the Notice of Non-compliance it was obvious that construction on the structure was abandoned, indicating that no one was inhabiting the structure. Being in a gated community reduces the risk of vandalism and squatters but does not entirely eliminate it. Without regular construction activity or habitation it could also become an issue for vermin infestation. You were allowed to complete the exterior siding without reinstating the permit. Any work beyond getting it to a weatherized condition will require reinstatement of the expired permit with all applicable fees paid before doing any interior work for required inspections, or you will be subject to further enforcement actions. Property values have gone up within the entire county not just Grizzly Ranch, but for a person who wanted to buy a lot and build, they would be much less likely to do that within sight of a structure that construction activities were clearly abandoned or the grounds not maintained. This could reduce the chances that those lots would sell before others, or for as much. It could also reduce what a person selling a house in Grizzly Ranch could get for their house within sight of your unfinished home versus someone who wasn't within sight of it. Code Enforcement contacted you more than a year ago, you have had plenty of time to take care of something that was relatively easy to do compared to many of our other Code Enforcement cases. All work on the exterior to make it weather tight must be completed and the grounds must be kept clear in regards to weed abatement required by County Ordinance and defensible space required by CalFire to remain in compliance.

Charles White

Director of Building Services
County of Plumas
555 Main Street, Quincy, CA 95971
(530) 283-7011
charleswhite@countyofplumas.com

"You are never wrong to do the right thing" – Mark Twain

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From: Langston, Jennifer <JenniferLangston@countyofplumas.com>
Sent: Tuesday, December 28, 2021 8:54 AM
To: White, Charles <CharlesWhite@countyofplumas.com>
Subject: FW: 125 Blacktail Ridge

FYI.

From: Ardell Johnson <ardell408@icloud.com>
Sent: Thursday, December 23, 2021 4:23 PM
To: Langston, Jennifer <JenniferLangston@countyofplumas.com>
Cc: Putnam, Heidi <HeidiPutnam@countyofplumas.com>
Subject: Re: 125 Blacktail Ridge

Hello Jennifer,

Please see the attached correspondence proposing a resolution of the outstanding citation and appeal.

Regards,

Ardell Johnson

> On Dec 22, 2021, at 4:40 PM, "Langston, Jennifer" <JenniferLangston@countyofplumas.com> wrote:
>
> Mr. Johnson
>
> The appeal has been moved to January 18, 2022, per your request.
>
> All appeal hearings are heard by the Board of Supervisors. If you would like to withdrew your appeal, Please submit a letter to HeidiPutnam@countyofplumas.com, Clerk of the Board. The request must be a hard copy with your signature but you can email it to her.
>
> Jennifer Langston
> Chief Code Enforcement Officer
> Plumas County Planning and Building Services

555 Main Street, Quincy, CA
(530)283-7002

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-----Original Message-----
From: Ardell Johnson <ardell408@icloud.com>
Sent: Wednesday, December 22, 2021 4:05 PM
To: Langston, Jennifer <JenniferLangston@countyofplumas.com>
Cc: Putnam, Heidi <HeidiPutnam@countyofplumas.com>
Subject: Re: 125 Blacktail Ridge

Hello Jennifer,

The 18th works for me. Is there anyway we can resolve the appeal outside of a formal hearing?

Ardell Johnson

> On Dec 17, 2021, at 3:26 PM, Langston, Jennifer <JenniferLangston@countyofplumas.com> wrote:
>
> Ardell the Board only meets on Tuesdays, the 4th, 11th and 18th are the only options. However, if a time certain is needed, the Board may be able to accommodate that.
>
> Jennifer Langston
> Chief Code Enforcement Officer
> Plumas County Planning and Building Services
> 555 Main Street, Quincy, CA
> (530)283-7002
>
> **Confidentiality: This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for

delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.**

-----Original Message-----
From: Ardell Johnson <ardell408@icloud.com>
Sent: Thursday, December 16, 2021 7:29 PM
To: Langston, Jennifer <JenniferLangston@countyofplumas.com>
Cc: Putnam, Heidi <HeidiPutnam@countyofplumas.com>
Subject: Re: 125 Blacktail Ridge

I have work commitments due to Ciity Council meetings in the morning on Tuesdays. Is it possible to appear by Zoom, or can you reschedule for Monday January 10, or Thursday January 13?

Ardell Johnson

> On Dec 16, 2021, at 11:05 AM, Langston, Jennifer <JenniferLangston@countyofplumas.com> wrote:
>
> I emailed you yesterday regarding the new date to for the appeal. January 4, 2022. Please let me know if you received this email.
>
> -----Original Message-----
> From: Langston, Jennifer
> Sent: Tuesday, December 14, 2021 2:35 PM
> To: Ardell Johnson <ardell408@icloud.com>
> Subject: RE: 125 Blacktail Ridge
>
> The Board set the appeal hearing for January 4, 2022, does that work for you?
>
> -----Original Message-----
> From: Ardell Johnson <ardell408@icloud.com>
> Sent: Monday, December 13, 2021 11:29 AM
> To: Langston, Jennifer <JenniferLangston@countyofplumas.com>
> Subject: Re: 125 Blacktail Ridge
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Hello Jennifer,

This will confirm our conversation in which we agreed to continue the hearing on the appeal to a mutually convenient date in January. Please let me know what dates are available.

Thank you,

Ardell Johnson

> On Dec 13, 2021, at 11:21 AM, Langston, Jennifer <JenniferLangston@countyofplumas.com> wrote:
>
> I am in need to talk to you regarding the appeal, due to circumstances beyond my control the county is asking to continue the appeal hearing to a later time. Please Call me ASAP to confirm or deny. (530)283-7002
>
> Jennifer Langston
> Chief Code Enforcement Officer
> Plumas County Planning and Building Services
> 555 Main Street, Quincy, CA
> (530)283-7002
>
> **Confidentiality: This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.**
>
> -----Original Message-----
> From: Ardell Johnson <ardell408@icloud.com>
> Sent: Tuesday, November 23, 2021 11:51 AM
> To: CodeEnforcement <CodeEnforcement@countyofplumas.com>

Subject: 125 Blacktail Ridge

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I write to inform you that I have purchased the material to complete the siding on the house per the recently issued citation. It is scheduled for 2-3 week delivery and will be installed promptly thereafter.

Ardell Johnson

December 23, 2021

Jennifer Langston
Code Enforcement Officer
Plumas County Building Department
555 Main Street
Quincy, CA 95971

Re: Case No. 20-0026
125 Blacktail Ridge, Portola CA
APN:028-030-023-000

Dear Ms. Langston:

The referenced matter is currently set for a hearing on January 18, 2022, on the appeal from the assessment of a code violation fine.

It is the owner's contention that the condition of the property does not fall into any of the categories stated in the August 18, 2020 Notice of Non-Compliance as the basis for a violation of Title 8, Ch. 2, Sec 8-2.01 for, but not limited to, the following reasons:

- The house is not so dilapidated or deteriorated as to become an attractive nuisance to children, or a harbor for vagrants or other persons, or a harbor for criminal conduct. There is no evidence that any such activity has ever occurred at the property. To the contrary, although unfinished, it has remained undisturbed since the construction work stopped.
- The house is not occupied, nor is it ready to be occupied. Therefore, the health criteria, *i.e.*, whether it is unfit for human habitation such that it is likely to cause sickness or disease, is not fairly applied because there is no potential threat to the health of occupants. There is nothing about the current condition of the house that poses a potential health threat to passersby or any member of the public.
- The house does not meet the legal definition of a public nuisance, which is defined in Civil Code section 3480. The complaint that the unfinished state of the house lowers property values, even if true, does not amount to a nuisance. The fact is, this property has nothing to do with property values in the Grizzly Ranch development, rather it is the other way around. It is the development that devalued the property. This is evidenced by the precipitous drop in the value of lots after the original developer abandoned and sold the project, the conversion of the golf course to public play, and the fact that very few homes were built in the development and now, little if any new construction is occurring. Conceding that the unfinished siding is unsightly, nevertheless it is on the back side of the property and not readily visible from the street. The unfinished areas are intact and

the plywood on the exterior is solid and undeteriorated. That complaint amounts to little more than the unfinished walls are ugly, which alone is not a legal basis sufficient to establish a public nuisance.

- The complaint that wildlife (deer and birds) appear at the property is absurd as the basis for a nuisance claim. The development is located adjacent to a national forest. Wildlife is part of the natural habitat, not something attracted by the house.
- The property is not abandoned. Property taxes are current. HOA fees are paid. Last fall, a contractor maintained the property for fire prevention. We have responded to Code requests for inspection. The house poses no greater hazard or risk to public safety than any other property that is unoccupied for any amount of time.

The property is not, in any legal sense, a public nuisance. The property is in a private, gated development with very few residents. Only two homes have a view of the property and only one of those can potentially see one unfinished side of the garage. Therefore, the owner suspects Plumas County Code Enforcement is being used as an unwitting foil by a person or persons economically motivated to acquire the property below its fair value.

Notwithstanding the foregoing, the owner is in the process of completing the siding, the absence of which appears to be the sole basis for the code citation. The west side of the garage is complete. The north side is virtually complete, and the west (back) side of the house is underway and will be completed as soon as the weather permits. (See attached photos).

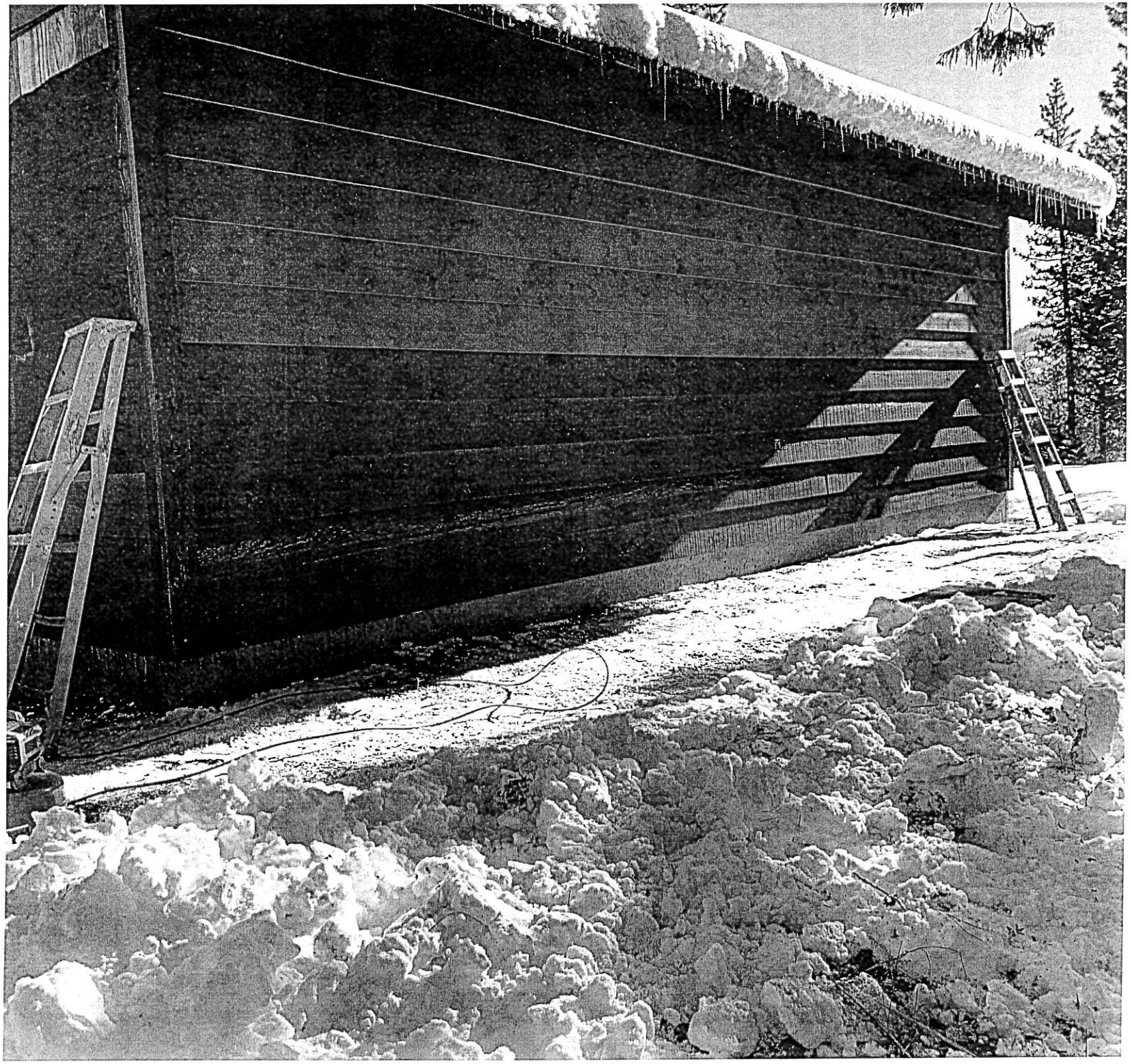
Based on the foregoing, the owner is willing to resolve the citation and the appeal hearing on the following basis. In consideration of the $100.00 fine remitted by owner and owner's installation of the siding, completion of which will occur within 90 days, owner will withdraw the appeal if Code Enforcement agrees the basis for the citation has been satisfied, and alleged public nuisance has been abated.

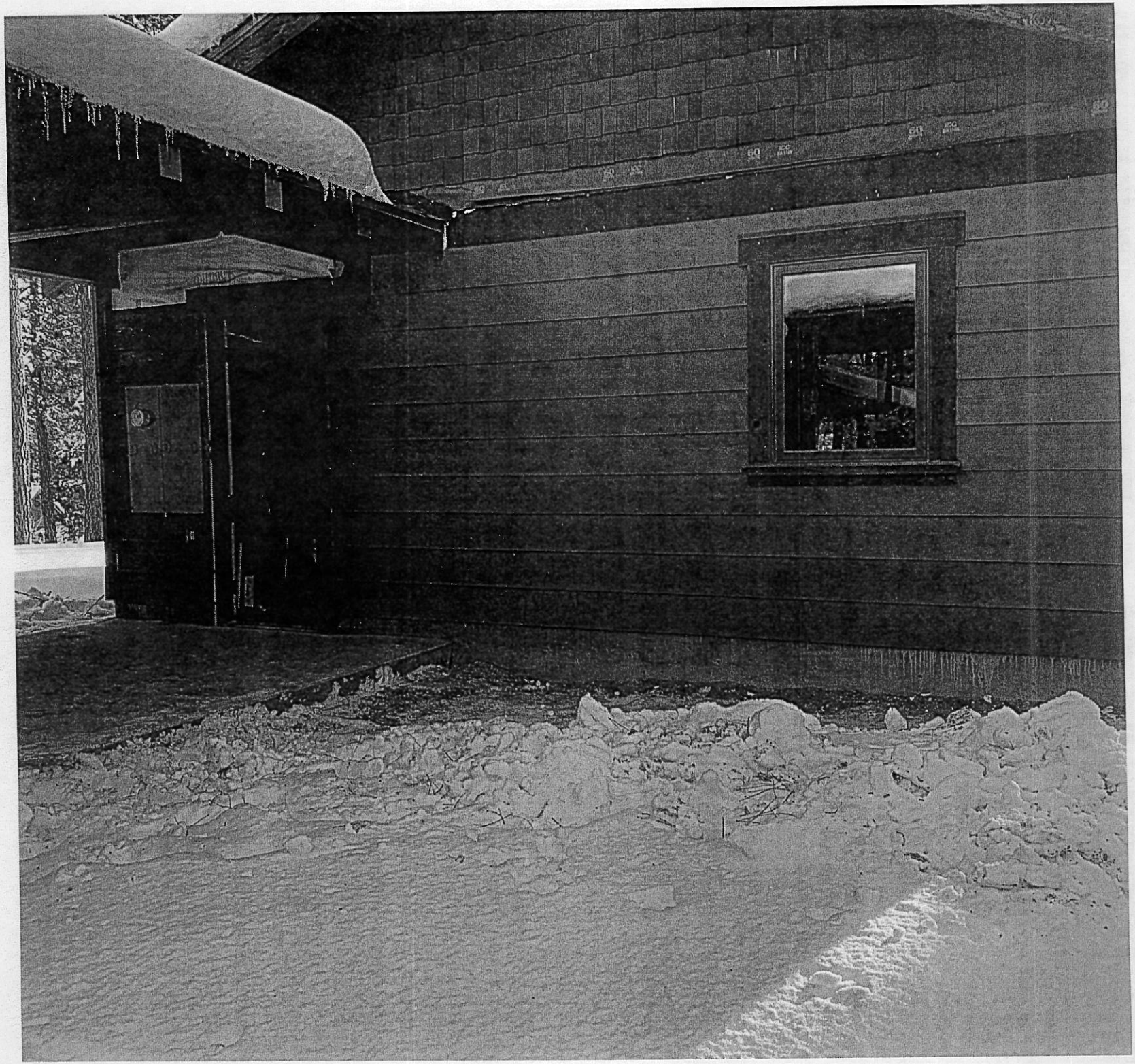
Please let me know if the above proposal is acceptable.

Very truly yours,

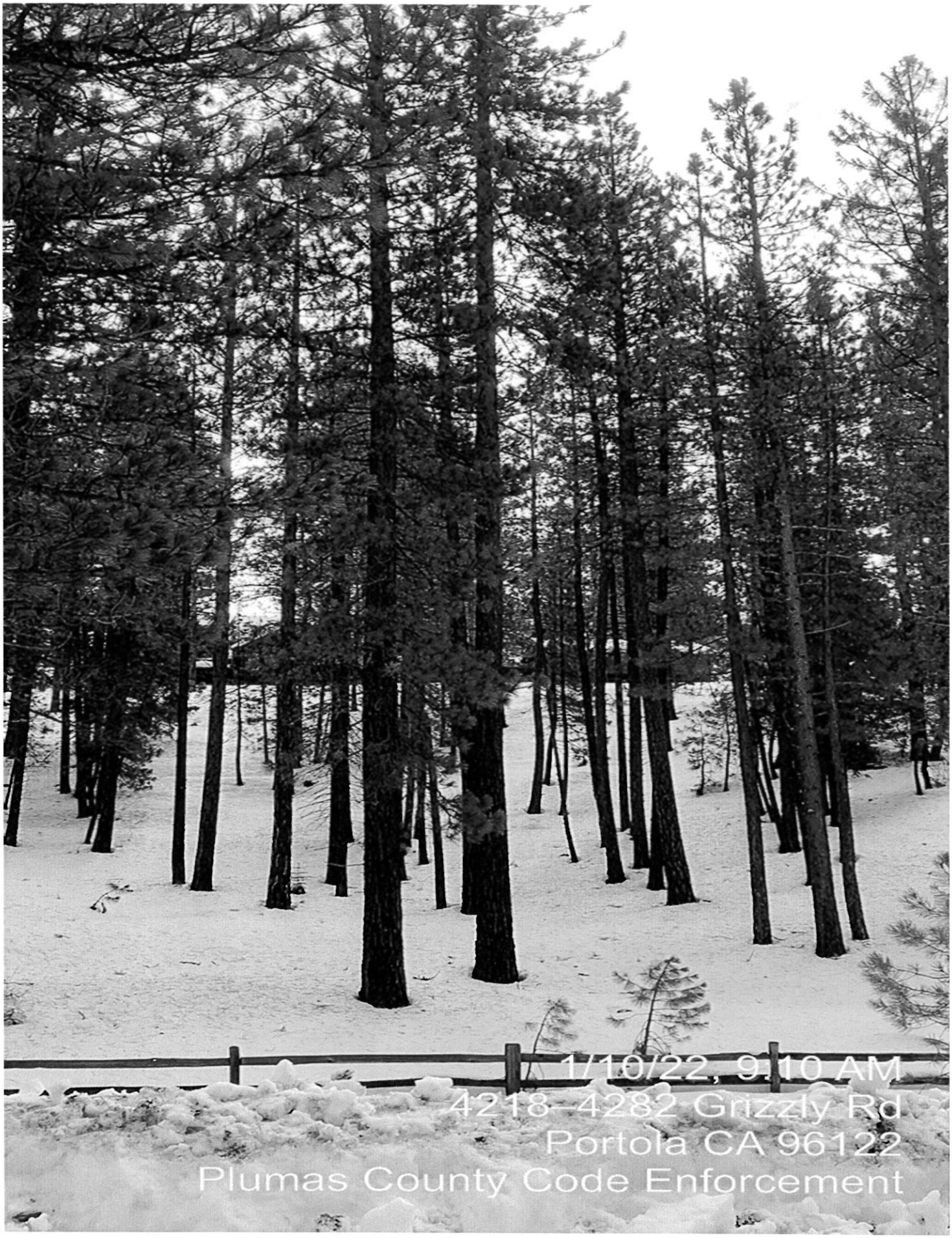
Ardell Johnson
Attorney for Rose M. Johnson
Cal. State Bar No. 95340
4008 Higuera Road
San Jose, CA 94148
408 707 8878 (Tel)

Encl.





1/10/22, 9:10 AM
4218–4282 Grizzly Rd
Portola CA 96122
Plumas County Code Enforcement


1/10/22, 9:10 AM
4218-4282 Grizzly Rd
Portola CA 96122
Plumas County Code Enforcement

Item 7C2-Advisory

PLUMAS COUNTY
BOARDS, COMMISSIONS AND COMMITTEES

Established by Board or Local Action and Membership Organizations

INDEX

		PAGE NO.
A		
B		
C	CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC)	1
	CAPITAL FACILITIES PLANNING COMMITTEE	1
	CHESTER DESIGN REVIEW COMMITTEE	1
	COORDINATING COUNCIL, PLUMAS COUNTY	1
D	DEBT ADVISORY COMMITTEE	1
	DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS	1
E		2
F	FAIR BOARD PLUMAS-SIERRA COUNTY	2
	FEATHER RIVER REGIONAL WATER MANAGEMENT GROUP	2
	FISH & GAME ADVISORY COMMISSION	2
G		
H	HOUSING & LAND USE COMMITTEE	3
I		
J	JOHNSVILLE SPECIAL PLAN REVIEW COMMITTEE	3
K		
L		
M	MUSEUM	3
N	NATIONAL ASSOCIATION OF COUNTIES (NACo)	3
	NUISANCE ABATEMENT COMMITTEE	
O		
P	PUBLIC SAFETY COMMUNICATIONS ADVISORY COMMITTEE	3
Q	QUINCY DESIGN REVIEW COMMITTEE	4
R	RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)	4

S	**SIERRA NEVADA CONSERVANCY NORTH CENTRAL SUB-REGION**	**4**
	SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT	**4**
T		
U		
V		
W	**WESTERN INTERSTATE REGION (WIR)**	**4**
X		
Y		
Z		

PURSUANT TO GOVERNMENT CODE §54970, THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, HAS CAUSED TO BE PREPARED THE FOLLOWING LIST OF REGULAR AND ONGOING BOARDS, COMMISSIONS AND COMMITTEES

LAST UPDATE: January 2022

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC)
Supervisor Greg Hagwood – 2021
Supervisor Jeff Engel, Alternate

CALIFORNIA STATE ASSOCIATION OF COUNTIES EXCESS INSURANCE AUTHORITY (CSAC EIA)
Gabriel Hydrick Roberta Allen, Alternate

CAPITAL FACILITIES PLANNING COMMITTEE
Committee dissolved by the Board of Supervisors on February 19, 2019

CHESTER DESIGN REVIEW COMMITTEE
Under re-organization

COORDINATING COUNCIL, PLUMAS COUNTY (Established by Resolution 08-7514)
The Plumas County Coordinating Council was established to implement Coordinated Agency Status and help ensure that management plans and actions of state and federal agencies are coordinated with local plans as required by state and federal law.
Permanent Members:
- Director of Planning
- Director of Public Works
- General Manager, Plumas County Flood Control & Water Conservation District
- Supervisor Sharon Thrall
- Supervisor Jeff Engel

Appointed by the Board of Supervisors:
- Gabriel Hydrick, County Administrator
- John Sheehan

DEBT ADVISORY COMMITTEE (Established by Resolution 92-5392 and re-activated in July 2004)
Board of Supervisors Chair County Counsel
Auditor/Controller Treasurer/Tax Collector

DISTRICTS GOVERNED BY BOARD OF SUPERVISORS
Dixie Valley Community Services District Walker Ranch Community Services District
Quincy Lighting District Crescent Mills Lighting District
Plumas County Flood Control and Water Conservation District

FAIR BOARD-PLUMAS-SIERRA COUNTY	3 YEAR TERM	TERM EXPIRES
VACANCY (Sierra County)		12/21
Jim Griffin (Sierra County)		12/20
VACANCY (Sierra County)		12/20
VACANCY	District 1	12/21
VACANCY	District 1	12/22
Susan Neer	District 2	12/21
Jenay Cogle	District 2	12/20
VACANCY	District 3	12/21
Kara Cardona	District 3	12/22
Thelma Olson	District 4	12/21
Kenny Chance	District 4	12/22
Darlene Buckhout	District 5	12/21
Cindy Noble	District 5	12/22

FEATHER RIVER REGIONAL WATER MANAGEMENT GROUP - Plumas County Representative
(Established by Feather River Regional MOU – 6/1/09) Term: Indefinite
Supervisor Ceresola Supervisor Hagwood (Alternate)

FEATHER RIVER REGIONAL WATER MANAGEMENT GROUP - Steering Committee (County Seats)
(Established by Feather River Regional MOU – 6/1/09) Term: 2 years
Supervisor Dwight Ceresola, District 1
Supervisor Paul Roen (Sierra County)

FISH & GAME ADVISORY COMMISSION	TERM OF OFFICE = 1 YEAR	TERM EXPIRES
DISTRICT 1		
Daniel Seiler	Portola	12/21
Dave Valle	Portola	12/21
DISTRICT 2		
Bob Orange	Greenville	12/21
Frank Williams	Greenville	12/21
DISTRICT 3		
Jim Pleau	Chester	12/21
John Crotty	Chester	12/21
DISTRICT 4		
Gary Rotta	Quincy	12/21
Bryan Roccucci	Quincy	12/22
DISTRICT 5		
Ron Horton	Quincy	12/21
Randy Bess	Quincy	12/21

HOUSING & LAND USE COMMITTEE (QUINCY) - Appointed **01/24/06**
Supervisor Hagwood
Economic Development
Community Development Commission
Planning Department

JOHNSVILLE SPECIAL PLAN REVIEW COMMITTEE HISTORICAL AREA

Robert Murray	Planning Director	Public Works Director
Ken Hattich	Alice Abbott	
David Daun	Mary Katherine Piepho	

MUSEUM BOARD	TERM OF OFFICE = 3 YEARS	TERM EXPIRES
Richard Short	Graeagle	12/22
Norman Lamb	Greenville	12/22
Tandi Bozeman	Chester	12/23
Helen Roberti	Sierra Valley	12/23
Michelle Fulton	Meadow Valley	12/23

NATIONAL ASSOCIATION OF COUNTIES (NACo)
Supervisor Greg Hagwood

NUISANCE ABATEMENT COMMITTEE
County Counsel
Supervisor Kevin Goss
Director of Environmental Health
Director of Public Health Agency
Building Department – Building Official and Code Enforcement Officer
Planning Director

PUBLIC SAFETY COMMUNICATIONS ADVISORY COMMITTEE – Established January 05, 2016
Supervisor Thrall

Sheriff Johns	Chuck White
Mike Grant	Tracey Ferguson

QUINCY DESIGN REVIEW COMMITTEE – County Code §9-2.3704
Brian Walmer - Historical Architecture
VACANCY – Business/Property Owner
Johnny Mansell – Real Estate
VACANCY - Property Owner
Alan Baitinger – Public Member
Pete Hentschel – Resident

Tracey Ferguson – Planning & Building Services

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)
Supervisor Kevin Goss
Supervisor Jeff Engel, Alternate

GOLDEN STATE FINANCE AUTHORITY (GSFA)
Supervisor Kevin Goss
Supervisor Jeff Engel, Alternate

GOLDEN STATE CONNECT AUTHORITY (GSCA)
Supervisor Kevin Goss
Supervisor Jeff Engel, Alternate

SIERRA NEVADA CONSERVANCY NORTH CENTRAL SUB-REGION
Plumas County Supervisor Sherrie Thrall, Representative

SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT – (4 YEAR TERMS)

DIRECTOR NO.		TERM EXPIRES
01	Dwight Ceresola, Plumas County Supervisor	2025
02	Paul Roen, Sierra County Supervisor	2021
03	Jim Roberti (Plumas appointment)	2021
04	Don Wallace (Sierra appointment)	2021
05	Greg Ramelli (Plumas appointment)	2023
06	Dave Goicoechea (Sierra appointment)	2023
07	Einen Grandi (District appointment)	2023

Plumas Alternate: Supervisor Kevin Goss

WESTERN INTERSTATE REGION (WIR) – CSAC APPOINTMENT

PLUMAS COUNTY
BOARDS & COMMISSIONS

Required by Statute

INDEX

		PAGE NO.
A	ABANDONED VEHICLE ABATEMENT AUTHORITY BOARD	1
	AIRPORT LAND USE COMMISSION	1
	ALCOHOL & DRUG ADVISORY BOARD	1
	AUDIT COMMITTEE	1
B	BEHAVIORAL HEALTH COMMISSION	1
C	CEMETERY DISTRICTS	2
	CEMETERY DISTRICTS, CONT.	3
	CHILD CARE COUNCIL, PLUMAS EARLY EDUCATION	3
	CHILDREN'S' COMMISSION, PLUMAS	3
	CHILDREN & FAMILIES COMMISSION	3
D	DISASTER COUNCIL	4
E	EMERGENCY MEDICAL CARE COUNCIL	4
F	FAR NORTHERN COORDINATING COUNCIL	4
	FEATHER RIVER RESOURCE CONSERVATION DISTRICT	4
G		
H		
I	INTEGRATED WASTE MANAGEMENT TASK FORCE	4
J	JUVENILE JUSTICE COORDINATING COUNCIL	5
K		
L	LOCAL AGENCY FORMATION COMMISSION (LAFCo)	5
	LOCAL SOLID WASTE ENFORCEMENT APPEALS BOARD	5
M		
N	NORCAL-EMS BOARD OF DIRECTORS	5
	NORTH CAL-NEVA RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL	5
	NORTHERN-SIERRA AIR QUALITY MANAGEMENT DISTRICT	5
O		
P	PLANNING COMMISSION	6
Q		
R		
S	STATE COUNCIL ON DEVELOPMENTAL DISABILITIES	6
T	TRANSPORTATION COMMISSION	6
U		
V		
W		
X		

Y
Z

PURSUANT TO GOVERNMENT CODE §54970, THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, HAS CAUSED TO BE PREPARED THE FOLLOWING LIST OF REGULAR AND ONGOING BOARDS, COMMISSIONS AND COMMITTEES.

LAST UPDATE: January 2022

ABANDONED VEHICLE ABATEMENT AUTHORITY BOARD
VC §22710

Tom Cooley	City of Portola
Susan Scarlett	City of Portola
Chuck White	Building
Kevin Goss	Board of Supervisors
Sharon Thrall	Board of Supervisors

AIRPORT LAND USE COMMISSION **Established 10/13/99 and reinstated on April 03, 2007**
PUC Code § 21670 (b) and 21671.5 – Term of office shall be four years

	TERM EXPIRES
Alan Holloway – Expertise in aviation	2020
Ronald Mathock – City of Portola	2021
VACANCY - Member of the public	2021
Bill Mainland – Board appointment	2022
VACANCY – City of Portola	2022
Supervisor Dwight Ceresola – Board appointment	2023
Mathew Samuelson - Airport Manager appointment	2025

ALCOHOL AND DRUG ADVISORY BOARD - FOUR YEAR TERM (RESOLUTION NO. 93-5532)
H&S §11805
The Alcohol & Drug Advisory Board is now under the Behavioral Health Commission

AUDIT COMMITTEE Established April 10, 2007

Board of Supervisors Chair	Board of Supervisors Vice Chair
Auditor/Controller	County Administrator
Treasurer/Tax Collector	Two Grand Jury members

BEHAVIORAL HEALTH COMMISSION - **W&I §5604 (3 YEAR TERM)**
Pursuant to W&I §5604 the Commission shall include: 3 Family Members; 3 Consumers; 1 Family Member or Consumer; 1 member of the Board of Supervisors; and the remaining membership is "Undesignated"

NAME	STATUS	TERM EXPIRES
Supervisor Goss	Board of Supervisors	
Kristy Tucker	Consumer	2024
VACANCY	Family Member	2020
Lisa Tobe	Undesignated	2021
Vicki Chestnut	Undesignated	2021
VACANCY	Family Member	2021
Valerie Sheldon	Consumer	2022

CEMETERY DISTRICTS (H&S 9001) - 4 YEAR TERMS

CHESTER CEMETERY DISTRICT	**TERM EXPIRES**
WILSON, Ken	2025
HARDIG, Judy	2023
MORGANROTH, Carol	2023
SPECIALE, Dennis J.	2025
GRAMS, George	2025

Mailing: PO Box 539 Chester, CA 96020
Phone: 258-3878
**By action of the Board of Supervisors on June 1, 2021, the Board increased the number of District Board Members from 3 to 5*

QUINCY/LA PORTE CEMETERY DISTRICT	**TERM EXPIRES**
LOWE, Michelle	2023
KING, Steven	2023
GRAY, Jon	2021

Mailing: PO Box 3933, Quincy CA 95971

MEADOW VALLEY CEMETERY DISTRICT	**TERM EXPIRES**
Resolution 05-7135 adopted 04/19/05 increasing the number of members to the District	
VACANCY	2023
FILLIPPI, Jerry	2023
SUTTON, Vicki	2021
SCHMIDT, John	2021
OLSON, Thelma	2021

Mailing: PO Box 208, Meadow Valley 95956

CROMBERG CEMETERY DISTRICT	**TERM EXPIRES**
GAGE, Barbara	2022
HINTON, Carolyn	2022
VACANCY	2021

Mailing: PO Box 30206 Cromberg, CA 96103

MOHAWK VALLEY CEMETERY DISTRICT	**TERM EXPIRES**
BRIDGE, Patricia	2023
CORRELL, James	2021
SMITH, Andrew	2021

Mailing: Box 1051, Graeagle, CA 96103

PORTOLA CEMETERY DISTRICT (530) 832-4323	**TERM EXPIRES**
VACANCY	2023
MARSHALL, Curtis	2023
MARTINI, Judith	2021
FRUCHTENICHT, Edward Patrick	2021
FRANCE, Gary	2021

Mailing: PO Box 3 Portola, CA 96122

TAYLORSVILLE CEMETERY DISTRICT	**TERM EXPIRES**
Resolution 04-7036 adopted 6/15/04 increasing the number of members to the District	
MORRIS, Megan	2023
ERICKSON, Kathleen	2023
REED, Suzette	2021
LEHR, Delbert	2021
VACANCY	2021

Mailing address: PO Box 52, Taylorsville 95983

GREENVILLE CEMETERY DISTRICT	**TERM EXPIRES**
CROUCH, Marilyn	2023
NEER, Susan	2023
CHRONISTER, Marsha	2025
CASSOL. Debbie	2021
CASSOL, Matt	2021

Mailing: PO Box 834 Greenville, CA 95947

CRESCENT MILLS CEMETERY DISTRICT	**TERM EXPIRES**
WRIGHT, Kerry	2023
VACANCY	2021
VACANCY	2021

Mailing: PO Box 55 Crescent Mills CA 95934

CHILD CARE COUNCIL EARLY EDUCATION

Rachael Brothers, Coordinator

Debbie Guy	PRS-Child Care Resource and Referral
Lucie Kreth	Portola Kids, Inc.
Ellen Vieira	First 5 Plumas
Merle Rusky	FRC Early Childhood Education Program
Elisabeth Welch	PRS – First 5 IMPACT
Dorrie Philbeck	Plumas County Public Health – Family First

CHILDREN'S COUNCIL, PLUMAS

Cal Works-Social Services	Child Abuse Treatment – CHAT
Child Care & Development Council	Child Development Center
Children's Systems of Care-Mental Health	Child Welfare Services
First 5 Plumas	Healthy Touch
Parent	Plumas CASA
Plumas Crisis Intervention	County Probation
Women's Mountain Passages	SCFO Head Start
UCCE 4H	Plumas Rural Services
Roundhouse Council	

CHILDREN & FAMILIES COMMISSION (First 5) - H&S Code 9001(b)(c); H&S Code 9010-9014

Dr. Dana Loomis – Public Health	Neil Caiazzo – Social Services
Supervisor Ceresola – Board of Supervisors	Pam Becwar – At Large ECE
Rachelle Hines – At-Large	Colleen Kroll – At-Large

Kendra Fredrickson, At-Large
VACANCY – At-Large
VACANCY – At-Large

DISASTER COUNCIL **ORDINANCE NO. 92-790** **Govt. Code §8610**

Members of the Plumas County Board of Supervisors
City of Portola Administrator
Plumas/Sierra REA
Union Pacific Railroad
Feather River College
California Highway Patrol
Sheriff Department
Greenville CSD
US Forest Service
Social Services
Quincy Fire Department
Emergency Medical Services
Plumas County Clerk/Information Officer
Public Health Agency
Plumas County Public Works
Plumas County OES

EMERGENCY MEDICAL CARE COMMITTEE **HEALTH & SAFETY CODE §197.270**

	Primary	Alternate
Chester Fire Department	Chris Dean	Brian Layne
Peninsula Fire Department	Gary Pini	Andrew Courtright
Indian Valley Ambulance Authority	Guy McNett	Amy Burkhardt
Plumas District Hospital Ambulance	Sam Blesse	Matt Brown
Eastern Plumas Healthcare Ambulance	John DeArmund	Patty Schulz
Seneca Healthcare District	Royce Raker	Linda Mcurdy
Plumas District Hospital	Darren Beatty	Zoe Stancer
Eastern Plumas Healthcare	Vacant	Dee Dee Clark
Fire Chief's Association	Joe Waterman	Robbie Cassou
Sheriff's Office	Mike Grant	Becky Grant
Public Health Officer	Mark Satterfield, MD	Tina Venable, RN, PHN
Board of Supervisors	Supervisor Sharon Thrall	Supervisor Kevin Goss

FAR NORTHERN COORDINATING COUNCIL

Deborah Anderson

FEATHER RIVER RESOURCE CONSERVATION DISTRICT (PRC SEC. 9251,9351) - (4 YEAR TERM)

Public Resource Code 9161 et seq and 9181-9190; Govt. Code 56825
Resolution adopted by FRRCD (2009-01) reducing Board members from seven to five

LUNDER, Nils	2022
HOWELL, Bethany Johnson	2022
WILSON, James	2024
REID, Russell	2024
NOIA, Phillip	2024

INTEGRATED WASTE MANAGEMENT TASK FORCE

John Sciborski, Chair
Lauren Knox - City of Portola
Roger Diefendorf - Community Development
Joe Waterman, Chester PUD
John Forno - District 3
Faith Strailey
Marsha Roby - Alternate District 2

JUVENILE JUSTICE COORDINATING COUNCIL – Resolution No. 19-8425

One member from each of the following agencies

District Attorney's Office	Public Defender
Board of Supervisors	Social Services
Behavioral Health	County Office of Education
Alcohol & Drug Program	Sheriff's Department
Nonprofit Org. Providing Services to Minors	At-Large Community Representative

LOCAL AGENCY FORMATION COMMISSION-LAFCo **TERM EXPIRES** (4 Year Term)

Govt. Code 56325

Supervisor Thrall	County Supervisor
Supervisor Goss	County Supervisor
Bill Powers	Portola City Government
Tom Cooley	Portola City Government
Matthew Haesche	Public Member (LAFCO appointment)

Alternates

Terry Swofford	Public Member
Pat Morton	Portola City Government
Supervisor Engel	County Supervisor

LOCAL SOLID WASTE ENFORCEMENT APPEALS BOARD (PRC §44305)

Board of Supervisors Representative – Kevin Goss
Technical Expert – Jim Perez
Public Representative – Terry Swofford

NORCAL-EMS BOARD OF DIRECTORS

Supervisor Goss appointed August 6, 2019

NORTH CAL-NEVA RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL

Pierce Flournoy, Chair	Ron Sharpless, Treasurer	Supervisor Engel
Central Modoc RCD	Modoc Fire Safe Council	Plumas County
Sandy Higa	Jerry Shea, Secretary	
Vya Conservation District	City of Alturas	

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

Formed in 1986, required by State law

Ed Schofield	Nevada County	Peter Huebner	Sierra County
Richard Anderson	Nevada County	Paul Roen	Sierra County
Supervisor Thrall	Plumas County		
Supervisor Ceresola	Plumas County		

Alternates

Lee Adams	Sierra County
Hank Weston	Nevada County
Jeff Engel	Plumas County

PLANNING COMMISSION

Established on March 29, 2005 pursuant to Ordinance No. 05-1026 – Govt. Code 65101

Term of Office: Members shall serve for a term which shall expire the date the appointing Supervisor leaves office.

District No. 1	Ronald Matlock
District No. 2	Moorea Hoffman Stout
District No. 3	Thomas McGowan
District No. 4	Charles Leonhardt
District No. 5	Harvey West

STATE COUNCIL ON DEVELOPMENTAL DISABILITIES (AREA 2)

TRANSPORTATION COMMISSION

Govt. Code §29535

Susan Scarlett City of Portola Appointment	Phil Oels City of Portola Appointment
Bill Powers City of Portola Appointment	Supervisor Jeff Engel Board of Supervisors Appointment
Supervisor Sharon Thrall Board of Supervisors Appointment	Supervisor Greg Hagwood Board of Supervisors Appointment