



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
May 3, 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

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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. **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion
DIXIE FIRE COLLABORATIVE
Report, update and discussion on Dixie Fire Collaborative efforts

2. **CONSENT AGENDA**

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

A. **BOARD OF SUPERVISORS**

- 1) Approve and authorize the chair to sign letter to the Department of Transportation (Caltrans) for an encroachment permit for the 39th Annual Mile High 100 Cycling Event; to be held on June 18, 2022, Chester, CA. **View Item**
- 2) Approve and authorize the Chair to sign a letter in support of the Center for Economic Development (CED) for the California State University, Chico's application to continue its partnership as an Economic Development Administration University Center (EDA UC) for the Seattle Region.
View Item

B. **CLERK OF THE BOARD**

- Approve Board Minutes for April 2022. **View Item**

C. **CLERK – RECORDER**

- 1) Authorize no contract payment of \$323.26 to Wells Fargo Financial Leasing, Inc. for lease payment of copy machine. **View Item**
- 2) Authorize no contract maintenance agreement payment of \$84.56 to Ray Morgan Company for maintenance usage period 01/01/2022 to 03/31/2022. **View Item**
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Clerk Recorder's Office and Ray Morgan Company, LLC, for copier maintenance services effective from 05/03/2022 through 05/02/2025; not to exceed \$3,000.00 per twelve-month period; approved as to form by County Counsel. **View Item**

D. **COUNTY COUNSEL**

- 1) Approve and authorize the Chair to ratify and sign Agreement between Plumas County and Robert Zernich, for the temporary replacement of Jacob Zamora; effective April 1, 2022 through July 31, 2022; approved as to form by County Counsel. **View Item**
- 2) Approve and authorize the Chair to sign Agreement between Plumas County and Arcadis U.S., Inc., for assistance with the Beckwourth Complex and Dixie fire recovery efforts; not to exceed \$500,000.00; approved as to form by County Counsel. **View Item**

E. **FACILITY SERVICES**

- 1) Approve and authorize the Director of Facility Services and Airports to waive the Chester Park rental fee for the Lake Almanor Foundation, for a community fund raising event; event to be held for the benefit of the Chester Plaza on July 16, 2022. **View Item**
- 2) Approve and authorize the Director of Facility Services and Airports to waive the Plumas County Courthouse rental fee for the Quincy High School Senior Expo; event to be held on May 26, 2022 from 4:00 P.M. – 6:00 P.M. **View Item**

- 3) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Sierra Buttes Trail Stewardship for OHV trail maintenance, repair, and construction; not to exceed \$488,337.00; approved as to form by County Counsel. **View Item**
- 4) Approve and authorize the Chair to sign Lease Agreement between Plumas County and PG&E, for use of the Disaster Recovery Operations Center (DROC) building, located at 1446 E. Main Street in Quincy, as a claim center to assist Dixie Fire victims; approved as to form by County Counsel. **View Item**

F. **INFORMATION TECHNOLOGY**

Authorize no contract payment of \$5,470.00 to Four J's, for annual software maintenance and support; funds have been budgeted as a part of the 2021/ 2022 I.T. budget. **View Item**

G. **LIBRARY**

Approve and authorize the closure of the Chester Library Branch on Saturday June 25, 2022; due to safety, security, and maintenance, during the Almanor Art Show, and Chester Library parking lot book sale. **View Item**

H. **PLANNING**

Approve and authorize Vice-Chair to sign letter to State Department of Housing & Community Development delegating designee authority to Chair of Board of Supervisors and Planning Director under CV1 Senior Nutrition Services 20-CDBG-CV1-00076 (Resolution No. 20-8517). **View Item**

I. **PROBATION**

Approve and authorize the Chair to sign Agreement between Plumas County Probation Department and Ray Morgan Company, LLC, for copier maintenance services effective from 05/03/2022 through 05/02/2025; not to exceed \$3,000.00 per twelve-month period; approved as to form by County Counsel. **View Item**

J. **SHERIFF**

Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC, for copier maintenance services effective from 05/01/2022 through 04/30/2025; not to exceed \$3,000.00 per twelve-month period; approved as to form by County Counsel. **View Item**

3. **FARM ADVISOR** – David Lile

Receive the 2021 Annual Report on Farm Advisor/ UC Cooperative and update of workshops and research from 2021 and plans for the remainder of 2022. **View Item**

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Beckwourth County Service Area Governing Board

4. **BECKWOURTH COUNTY SERVICE AREA** – John Mannle

- A. Approve and authorize the Governing Board Chair to sign Agreement between Beckwourth CSA and Nichols Consulting Engineers, for the design and construction of improvements to the Beckwourth CSA sewer system; not to exceed \$362,325.00; approved as to form by County Counsel; discussion and possible action. **View Item**

Adjourn as the Beckwourth County Service Area Governing Board and reconvene as the Board of Supervisors

5. **DEPARTMENTAL MATTERS**

A. **COUNTY COUNSEL** – Gretchen Stuhr

Adopt **RESOLUTION** approving the increase of Grand Jury members from 11 to 19 in Plumas County, Pursuant to California Penal Code § 888.2; approved as to form by County Counsel; discussion and possible action. **Roll call vote. View Item**

B. **ENVIRONMENTAL HEALTH** – Rob Robinette

Approve and authorize the Chair to sign an Amendment to Agreement between Plumas County and the California Association of Environmental Health Administrators (CAEHA) to continue to supply temporary technical field support and staff training; effective through June 30, 2023; not to exceed \$88,500.00; approved as to form by County Counsel; discussion and possible action. **View Item**

C. **FACILITY SERVICES** – JD Moore

- 1) Authorize the Director of Facility Services and Airports to recruit and fill, funded and allocated 1.0 FTE Maintenance Worker II/ III position; vacancy due to retirement; discussion and possible action. **View Item**
- 2) Approve the setup of revenue and expenditure accounts for the non – congregate shelter in Greenville for the remainder of 2022 fiscal year, and fund the expenditure account; Facility Services to track revenue and expenditures; discussion and possible action. **Four/ fifths roll call vote View Item**

D. **FAIRGROUNDS** – John Steffanic

- 1) Approve supplemental budget transfer of \$170,498.14 from State Aid Account No. 44200; \$163,498.14 into Maintenance Buildings and Grounds Account No. 521300, and \$7,000.00 into Other Wages Account No. 51020; discussion and possible action. **Four/ fifths roll call vote. View Item**
- 2) Approve and authorize the chair to sign Agreements between Plumas County Fairgrounds and the following Contractors:
Lambert Construction, Inc. – rehabilitation of Carnival Lawn; not to exceed \$9,999.00
Wilburn Construction, Inc. – repaving project; not to exceed \$71,072.50
High Desert Surface Prep, Inc. – resurface concrete in Serpilio Hall; not to exceed \$29,200.00
Sky High Roofing – roof replacement of Junior Agriculture Building; not to exceed \$33,547.14
All Agreements are approved as to form by County Counsel; discussion and possible action. **View Item**

E. **HUMAN RESOURCES** – Nancy Selvage

Adopt **RESOLUTION** ratifying the Memorandum of Understandings between the County of Plumas and the Probation Association and the Mid-Management Association; Approved as to form by County Counsel; discussion and possible action. **Roll call vote. View Item**

F. **PROBATION** – Keevin Allred

- 1) Approve supplemental revenue and expenditure request of \$177,506.23 in the upcoming 2022-2023 fiscal year, for a separate financial department fund 0046(P) the Probation Pretrial Program to be established to properly track revenue and expenditures; discussion and possible action. **Four/ fifths roll call vote. View Item**
- 2) Approve budget transfer of \$7,500.00 from Probation General Fund regular wages payroll account 51000 to the overtime payroll account 51060; to continue paying for ongoing expenses; discussion and possible action. **Four/ fifths roll call vote. View Item**
- 3) Approve budget transfer of \$10,000.00 from YOBG professional services account 521900 to YOBG out of County travel account 527500; to pay for ongoing juvenile placement expenses; discussion and possible action. **Four/ fifths roll call vote. View Item**

G. **PUBLIC HEALTH** – Dr. Dana Loomis

- 1) Adopt **RESOLUTION** authorizing the Public Health Director to execute an Agreement funded by the California Oral Health Program grant agreement to implement the Plumas County Local Oral Health Program and receive funds in the amount of \$720,715.00 total over the period of the next 5 fiscal years; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
View Item
- 2) Authorize the Director of Public Health to recruit and fill, one vacant 0.5 Public Health Nursing series position; which includes Licensed Vocational Nurse I/ II; Registered Nurse I/ II; or Public Health Nurse I/ II/ III; vacancy due to retirement; discussion and possible action. **View Item**

H. **PUBLIC WORKS – ROAD** – John Mannle

Authorize the Public Works Road Department to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II position in the Graeagle Maintenance District; discussion and possible action. **View Item**

I. **SHERIFF** – Todd Johns

- 1) Adopt **RESOLUTION** authorizing the Plumas County Sheriff to contract with the Department of State Hospitals and Execute Department of State Hospitals Agreement Number 21-76003-009, and other documentation necessary to apply for and accept the agreement; approved as to form by County Counsel. **Roll call vote. View Item**
- 2) Approve and authorize the Sheriff's Office to proceed with the evaluation and procurement of body worn cameras, and enter into a multi-year Contract to lease body worn cameras (BWC's); Sheriff requests support by providing funding if it cannot be obtained through grants or other financial sources; discussion and possible action. **View Item**
- 3) Approve supplemental budget request of \$3,894,000.00 to the Capital Improvement Jail Project account; Accept receipt of \$1,000,000.00 RCRC loan for cash flow during construction of the Jail Project; Approve budget transfers of \$1.3 million dollars from PILT funds and \$594,000.00 from Fair Fire Camp funds to Jail Project account; Accept state revenue of \$1,000,000 from grant funds, to be awarded pending budget transfer; Discussion and possible action.
Four/ fifths roll call vote View Item

6. **BOARD OF SUPERVISORS**

- A. Accept resignation letter from Behavioral Health Director, Dr. Tony Hobson, effective May 20, 2022; and direct Human Resources to begin recruitment to fill position; discussion and possible action.
View Item
- B. Authorize and approve donation of a memorial bench and Blue Spruce tree in memory of Karen (DeMars) Miller, to be placed on the Plumas County Courthouse grounds; discussion and possible action. **View Item**
- C. Process and procedure relating to applications for and distribution of ARPA funded Business and CBO Grants; discussion, direction to staff, and possible action. **View Item**
- D. **APPOINTMENTS**
 - 1) Appoint Sharon Sousa Interim Behavioral Health Director; discussion and possible action.
 - 2) Appoint Gordon Bennie to the Airport Land Use Commission; discussion and possible action.
View Item
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

7. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000;
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, May 10, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

Item 2A1



4/18/2022

To Whom It May Concern:,

I am the 2022 event director for the annual Mile High 100 cycling event in the Chester/Lake Almanor area. The event this year is again being managed by the Almanor Recreation and Parks District. We are in the process of obtaining permits for this year's event, and I am seeking a letter of support from the Plumas County Board of Supervisors in order to apply for permits from Plumas County and the Department of Transportation.

We are working with additional agencies this year due to the ongoing Dixie Fire cleanup operations in the area. Lassen National Forest and CalOES have indicated their support of the event, and ensured that if tree removal is not complete by event day (although they believe it will be), they would suspend operations for the day of our event as a safety precaution. This assurance was indicated to me via email via Fred Chaffin (Permit Inspector, DOT) and Cole Glenwright (CalOES). I will maintain contact with them as the event day approaches. Gabriel Hobson (USFS Recreation Management Specialist) also expressed support of the event, and had no concerns other than our potential use of the boat ramp area at Canyon Dam, which I assured him that we do not use. The route passes by on Highway 89 and does not utilize the boat ramp area.

The event date this year is June 18, 2022 (Always the Saturday of Father's Day weekend), and the route is unchanged from previous years (this is the 39th year of the event). A route map is attached.

Course marking, signage, and traffic controls will be the same as in previous years.

Please let me know if any more information is needed to obtain a letter of support from the Plumas County Board of Supervisors. A letter can be mailed to me at the address below, or sent via email to milehighcentury@gmail.com.

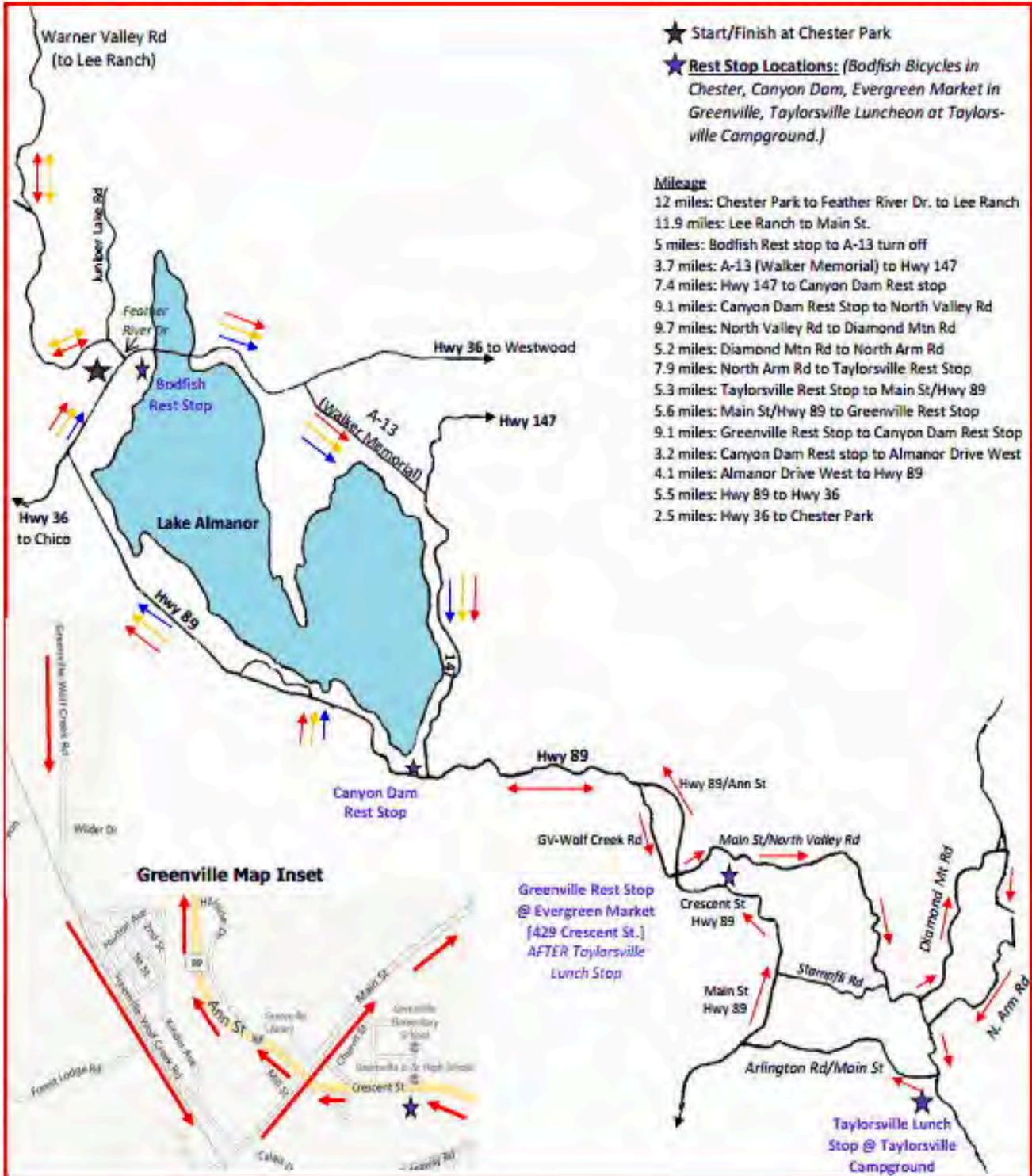
Thank you,

Randy Robbins
Mile High 100
695-280 Gold Run Road
Susanville, CA 96130

CENTURY RIDE

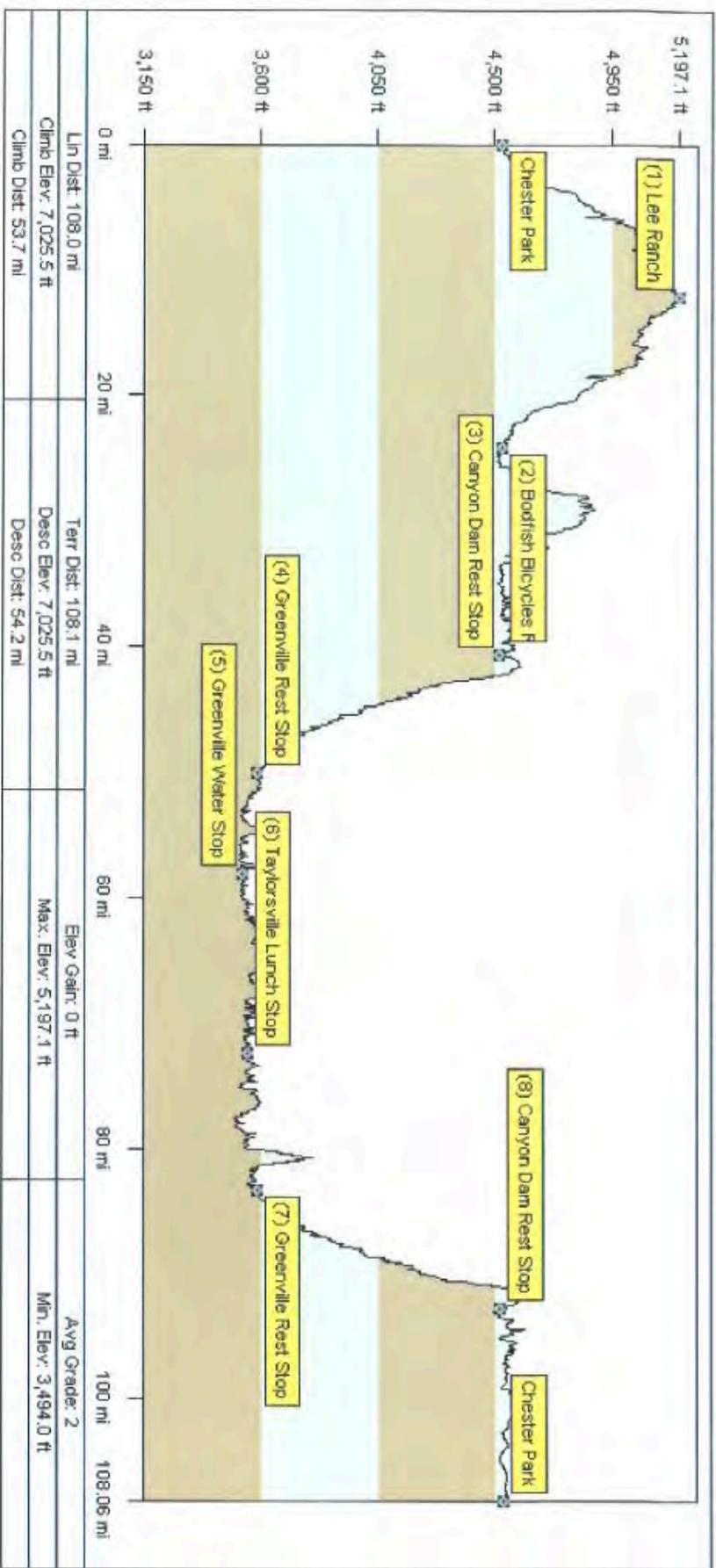
Lake Almanor, CA

Follow the **RED** arrows
 Total elevation climb: 3,200'



CENTURY

Follow the **RED** arrows



BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



May 3, 2022

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention Permits Engineer

Subject: Encroachment Permit Request
MILE HIGH 100
Mile High 100 Cycling event on June 18, 2022
Chester/ Almanor, California

This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works



California State
University **Chico**

Center for Economic Development
California State University, Chico
35 Main Street, Suite 203
Chico, CA 95928

Dear Plumas County Board of Supervisors--

I'm reaching out today on behalf of Jason Schwenkler, Executive Director of the Center for Economic Development at California State University, Chico, in hopes of obtaining a letter from Plumas County in support of the Center for Economic Development's designation as an Economic Development Administration University Center (EDA UC).

The Center for Economic Development (CED) has held this designation for more than 20 years and, over 10 years ago, partnered with the Office of Community and Economic Development at California State University, Fresno to hold the designation as the only EDA UC Consortium in California. Every 5 years, the University Centers submit an application to retain this designation and funding. The designation is important for the relationship with the EDA, the opportunity for leveraged resources, the partnership with the Economic Development Districts and counties, and participation in the larger Seattle region University network.

A Plumas County letter of support will reinforce the important role that the Center for Economic Development, and its designation as an EDA University Center, plays throughout the region. A sample letter of support is included, and may be used if you'd like. *Please email final letter to Ampatterson@csuchico.edu, preferably by May 6, 2022.*

Thank you in advance for your consideration and support. Don't hesitate to reach out if you have additional questions.

Sincerely,

Alice Patterson
Communications & Outreach Manager
Center for Economic Development
ampatterson@csuchico.edu; 530-518-3527

For more information about the EDA UC program, please visit
<https://www.eda.gov/programs/university-centers/>.

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
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GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



May 3, 2022

Economic Development Administration
Seattle Regional Office
Sheba Person-Whitley, Regional Office
915 Second Avenue
Seattle, WA 98174

Dear Ms. Person-Whitley:

The Plumas County Board of Supervisors is pleased to provide this letter in support of the Center for Economic Development (CED) at California State University, Chico's application to continue its partnership as an Economic Development Administration University Center (EDA UC) for the Seattle Region.

For over twenty years, the CED has served as the Economic Development Administration's University Center representing CSU, Chico's service region comprised of the following counties: Butte, Colusa, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Sutter, Tehama, Trinity, and Yuba. Over ten years ago, the CED at CSU, Chico partnered with the Office of Community and Economic Development (OCED) at California State University, Fresno to create the only EDA UC Consortium in the Seattle Region. This partnership not only expanded the territory served by these two organizations, but strengthened the relationships throughout the Sacramento and San Joaquin Valleys, increased programmatic opportunities, and leveraged best practices and lessons learned through experience and time. The CED, its Economic Development District and Economic Development Corporations support each other's work through this important designation.

The CED supports the North State region by providing accurate and relevant data to public and private leadership and decision-makers encouraging the growth and expansion of its businesses and organizations in the backbone industries of agriculture, manufacturing, healthcare, technology and entrepreneurship. The CED acts as a conduit between the University and the region by harnessing the capacity and resources of the faculty, the campus assets, and the CED team to advance initiatives in economic, community and workforce development. The CED facilitates technical assistance in partnership with its economic and workforce development partners filling gaps in programs and services that are otherwise unavailable to our economic and business ecosystem. The CED's annual forecast conference is a platform for shared information encouraging regional leadership to explore new strategies for problem solving while building upon the successes of past and current projects.

Over the past five years, the CED team has become an integral support system during the catastrophic disasters including the Carr, Camp, North Complex, and Dixie wildfires, as well as the most-recent challenges related to COVID-19. Their assistance in convening service providers, gathering critical data points and creating resource maps while seeking funding and delivering technical assistance is fundamental in keeping our network of partners, businesses and communities strong during some of the most devastating events. Additionally, the CED leadership has led the charge for rural broadband deployment, policy analysis and funding opportunities, through its management of the Northeastern and Upstate California Connect Broadband Consortia. Finally, the CED leadership is proposing to serve as the convener for the State of California's Community Economic Resilience Fund (CERF) for the North State region further supporting collaboration and integration of the region's most underserved and underrepresented communities.

The CED delivers programs and resources while exploring innovative strategies to stabilize and grow traditional industries. The CED strives to integrate technology, science and funding into business and workforce opportunities with the goal of retaining and attracting talent to our regions thereby strengthening the state's economic base.

Thank you in advance for your time and consideration of this application. Should you have any questions or need additional information, please feel free to contact me at pcbs@countyofplumas.com

Thank you for your consideration in this important matter.

Sincerely,

Kevin Goss, Chair
Plumas County Board of Supervisors



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

MEETING MINUTES

**ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON APRIL 5, 2022**

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.

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Public Comment Opportunity/Written Comment

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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**

Roll Call.

Present: Supervisor Ceresola, Supervisor Thrall, Supervisor Engel, Supervisor Hagwood, Supervisor Goss.

PLEDGE OF ALLEGIANCE

Sheriff Todd Johns led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Goss moved item 2D6 to Departmental Matters and recused himself from the matter. Item 6A time certain Public Hearing has been moved as the property owner has signed up for the debris removal program.

PUBLIC COMMENT OPPORTUNITY

A member of the public commented regarding his opposition to Public Health using Zoom as a forum for the Public meeting Covid Forum.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

John Mandle, Director of Public Works announced that the department received free trailers. Tracey Ferguson, Planning Director Reported on amended Fire Safe Regulations. Sheriff Todd Johns reported that he was working on setting up a meeting to exempt the County from Regulations at this time.

ACTION AGENDA

1.  **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion

 **DIXIE FIRE COLLABORATIVE** – Kest Porter
Report, update and discussion on Dixie Fire Collaborative efforts

2.  **CONSENT AGENDA**

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

Motion: Excluding Item 2D6 which was moved for discussion; Approve the following Consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Engel, Supervisor Hagwood, Supervisor Goss.

A. CLERK OF THE BOARD

Approve Board Minutes for March 2022

B. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign an Amendment to Agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, to provide acute psychiatric care, due to the increase in demand for mental health and substance abuse treatment services; not to exceed \$50,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign 5 Service Agreements, in the amount of \$10,000.00 each, between Plumas County and current employees of Plumas County Behavioral Health, for the Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program; a Workforce Education, and Training program (WET – 70579); approved as to form by County Counsel.
- 3) Approve and authorize the Chair to sign MOU between Behavioral Health and the Alternative Sentencing Program (PCASP); for Behavioral Health to provide funding for PCASP to create and fund a Release and Planning Coordination Program for the Plumas County Jail; not to exceed \$40,000.00; approved as to form by County Counsel.
- 4) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Crestwood Behavioral Health, increasing the contract compensation from \$110,000.00 to \$150,000.00 to cover a larger demand for mental health wellness, and recovery services; approved as to form by County Counsel.
- 5) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Restpadd Inc. Redding, increasing the contract compensation by \$50,000.00 due to the demand for services; approved as to form by County Counsel.

C. CLERK RECORDER

- 1) Approve and authorize the Chair to sign Agreement between Plumas County and Tuolumne County and the Carlo M. De Ferrari Archive, for official records, microfilm, and vital records storage; budgeted cost of \$4.00 per box of stored items; approved as to form by County Counsel.
- 2) Authorize no contract payment of \$323.26 to Wells Fargo Financial Leasing, Inc. for lease payment of copy machine.

D. FACILITY SERVICES

- 1) Authorize the Department of Facility Services to waive the rental fee for the Chester Little League's use of the Chester Park baseball field.
- 2) Approve and authorize the Chair to sign Agreement between Plumas County and Sierra Nevada Conservancy, for use of the office space at the Permit Center, at a monthly rate of \$375.00; approved as to form by County Counsel.
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Dig It Construction, for repair of the tennis court at the Taylorsville Campground and the creation of a pickle-ball court; not to exceed \$23,572.00; approved as to form by County Counsel.
- 4) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Siskiyou Elevator, for maintenance, repair, and inspection of the County's Elevator Systems; not to exceed \$20,000.00; approved as to form by County Counsel.
- 5) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Heat Transfer Systems, for replacement of ground source heat pump unit (HVAC) at the Permit Center; not to exceed \$7,624.00; approved as to form by County Counsel.

The following matter Item 2D6 was removed from the Consent Agenda; for discussion and possible action:

- 6)  Approve and authorize the Chair to sign Lease Agreement between Plumas County and Forest Lodge, LLC, Kira Wattenburg King, for up to 14 Trailer spaces located on APN 110-230-003-000, Greenville; non-congregate shelter for Dixie Fire survivors; not to exceed \$482.00 per trailer space per month; agreement term from April 1, 2022 to September 30, 2022; approved as to form by County Counsel.

Motion: Approve and authorize the Chair to sign Lease Agreement between Plumas County and Forest Lodge, LLC, Kira Wattenburg King, for up to 14 Trailer spaces located on APN 110-230-003-000, Greenville; non-congregate shelter for Dixie Fire survivors; not to exceed \$482.00 per trailer space per month; agreement term from April 1, 2022 to September 30, 2022, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall.

Excused: Supervisor Goss.

E. **FAIRGROUNDS**

Request approval for exemption of the 29 hour per week limit for the seasonal extra help during fair time and adjacent months.

F. **LIBRARY**

Approve and authorize the Chair to sign Agreement between Plumas County and KJ Cleaning Service, for custodial work at the Greenville Library temporary location; not to exceed \$2,500.00; approved as to form by County Counsel.

G. **PLANNING**

Ratify Chair approval of CPI Foundation Right of Entry for the Sheriff Substation historic building site stability work.

H. **PROBATION**

Approve and authorize the Chair to ratify and sign Agreement between Plumas County Probation Department and Plumas Crisis Resource and Intervention Center (PCIRC) for the Pathways Home Project program for FY 2021-2022; not to exceed \$45,000.00; approved as to form by County Counsel.

I. **PUBLIC WORKS**

Approve and authorize the Chair to sign Amendment to Agreement between Plumas County and Ray A. Morgan Company, LLC, to provide copier maintenance and materials to the Public Works Department; increasing compensation not to exceed \$5,500.00 over a three year period; approved as to form by County Counsel.

J. **SHERIFF**

Approve and authorize the Chair to sign annual Amendment for the Cooperative Law Enforcement agreement between Plumas County Sheriff's Office and the USDA Forest Service, for expenses related to law enforcement patrols performed on Lassen National Forest Lands; FY-2022 total annual operating plan; approved as to form by County Counsel.

K. **COUNTY COUNSEL**

Approve and authorize the Chair to sign Agreement between Plumas County and Col Huber LLP, for legal services; approved as to form by County Counsel.

3.  **COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY** – Kristin York, Vice President of Economic Empowerment, NE CA Sierra Small Business Development Center, Sierra Business Council.
- Following a brief discussion direction was given to staff to meet with Kristin York and work on what is required to join the Economic Development District and bring the matter back to the Board; for discussion and possible action.

4.  **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

Convene as the County Service Area #12 Governing Board

A.  **COUNTY SERVICE AREA #12** – John Mandle

Approve and authorize the Chair to sign Amendment No. 1 to the Transit Operations contract between County Service District #12 and Plumas Rural Services, for the operation of Plumas Transit Systems; approved as to form by County Counsel; discussion, direction and/ or possible action.

Motion: Approve and authorize the Chair to sign Amendment No. 1 to the Transit Operations contract between County Service District #12 and Plumas Rural Services, for the operation of Plumas Transit Systems, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.
Motion passed unanimously.

 **Adjourn as the County Service Area #12 Governing Board and reconvene as the Board of Supervisors**

5.  **DEPARTMENTAL MATTERS**

A.  **AUDITOR/ CONTROLLER** – Bianca Harrison

- 1) Approve and authorize the Chair to sign Agreement between Plumas County and Delana Lindsay for consultant services to the Auditor's Office to complete the annual audit and facilitate the payroll conversion to Munis; not to exceed \$62,500.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign Agreement between Plumas County and Delana Lindsay for consultant services to the Auditor's Office to complete the annual audit and facilitate the payroll conversion to Munis; not to exceed \$62,500.00, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.
Motion passed unanimously.

- 2)  Adopt **RESOLUTION** appointing retired annuitant Janice Elaine Cardoza to Extra Help Position in the Auditor Controllers Office; to train staff on CalPERS; discussion and possible action.

Roll call vote

Motion: Adopt **RESOLUTION No.22-8676** appointing retired annuitant Janice Elaine Cardoza to Extra Help Position in the Auditor Controllers Office; to train staff on CalPERS, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

B.  **BEHAVIORAL HEALTH** – Tony Hobson

- 1) Adopt **RESOLUTION** approving the State of California Department of Health Care Services, Behavioral Health Quality Improvement Program (CalAIM); and authorizing Behavioral Health Director to sign any documents pertaining to this program, plan or funding as the Board’s designee; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No.22-8677** approving the State of California Department of Health Care Services, Behavioral Health Quality Improvement Program (CalAIM); and authorizing Behavioral Health Director to sign any documents pertaining to this program, plan or funding as the Board’s designee, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel Supervisor Goss.

- 2)  Adopt **RESOLUTION** declaring items listed on Attachment A, held by Plumas County Behavioral Health as surplus, and authorize the donation of said items to the Plumas Charter School; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8678** declaring items listed on Attachment A, held by Plumas County Behavioral Health as surplus, and authorize the donation of said items to the Plumas Charter School, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola. **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Engel, Supervisor Hagwood, Supervisor Goss.

- 3)  Authorize Behavioral Health Director to Recruit and fill funded and allocated 1.0 FTE Mental Health Services Act Coordinator within department 70571; vacancy due to resignation; discussion and possible action.

Motion: Authorize Behavioral Health Director to Recruit and fill funded and allocated 1.0 FTE Mental Health Services Act Coordinator within department 70571, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

- 4) Authorize no contract payment of \$78,320.00 to Sutter Health Center for Psychiatry Services provided over the last 3 years; discussion and possible action.

Motion: Authorize no contract payment of \$78,320.00 to Sutter Health Center for Psychiatry Services provided over the last 3 years, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

C.  **BUILDING DEPARTMENT** – Chuck White

Staff report on Proposed Implementation of a Short-Term Rental Ordinance, and staff recommendation; discussion and possible action.

Motion: Approve staff recommendation to continue with the TOT and Granicus auditing and postpone the proposed Implementation of a Short-Term Rental Ordinance, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.
Motion passed unanimously.

D.  **DISTRICT ATTORNEY** – David Hollister

- 1) Authorize the Human Resources to accept applications from, and interview 3rd year law students, recent law school graduates, and law school graduates awaiting their results from the California State Bar Examination; discussion and possible action.
- 2) Approve and authorize the District Attorney to make an offer of employment to a 3rd year law student, recent law school graduate, and law school graduate awaiting their results from the California Bar Examination conditioned on their passing of the California Bar Examination; discussion and possible action.

Motion: Authorize the Human Resources to accept applications from, and interview 3rd year law students, recent law school graduates, and law school graduates awaiting their results from the California State Bar Examination; and approve and authorize the District Attorney to make an offer of employment to a 3rd year law student, recent law school graduate, and law school graduate awaiting their results from the California Bar Examination, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

E.  **ENVIRONMENTAL HEALTH** – Rob Robinette

Authorize the Interim Director of Environmental Health to recruit and fill, funded and allocated 1.0 FTE Environmental Health Specialist I/ II/ III, or Hazardous Materials Specialist I/ II/ III at the pay level up and including Step Five (5) for an applicant with extraordinary qualifications, as determined by the Interim Director of Environmental Health; discussion and possible action.

Motion: Authorize the Interim Director of Environmental Health to recruit and fill, funded and allocated 1.0 FTE Environmental Health Specialist I/ II/ III, or Hazardous Materials Specialist I/ II/ III at the pay level up and including Step Five (5) for an applicant with extraordinary qualifications, as determined by the Interim Director of Environmental Health, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

F. **FACILITY SERVICES** – JD Moore

Authorize the Director of Facility Services to recruit and fill, funded and allocated 1.0 FTE Maintenance Supervisor I/ II position; vacancy due to promotion; discussion and possible action.

Motion: Authorize the Director of Facility Services to recruit and fill, funded and allocated 1.0 FTE Maintenance Supervisor I/ II position, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.

Motion passed unanimously.

G.  **LIBRARY** – Lindsay Fuchs

Adopt **Resolution** to provide for the disposition of materials and relief to Plumas County Library patrons affected by the Dixie Fire per Government Code Section 8630; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **Resolution No. 22-8679** to provide for the disposition of materials and relief to Plumas County Library patrons affected by the Dixie Fire per Government Code Section 8630, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

H.  **PROBATION DEPARTMENT** – Keevin Allred

- 1) Approve supplemental budget request of \$250,000.00 for receipt of unanticipated revenue and expense from SB 823 Block Grant funds; and approve supplemental budget request of \$47,086.00 of unanticipated revenue and expense from the Youth Programs and Facilities Grant Program; discussion and possible action **Four/ fifths roll call vote**
Motion: Approve supplemental budget request of \$250,000.00 for receipt of unanticipated revenue and expense from SB 823 Block Grant funds; and approve supplemental budget request of \$47,086.00 of unanticipated revenue and expense from the Youth Programs and Facilities Grant Program, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

- 2)  Adopt **RESOLUTION** authorizing Chief Probation Officer, on behalf of Plumas County Board of Supervisors, to submit grant proposal for the Youth Programs and Facilities grant program and sign the grant agreement with BSCC, including any amendments thereof; approved as to form by County Counsel; discussion and possible action **Roll call vote**
Motion: Adopt **RESOLUTION No. 22-8680** authorizing Chief Probation Officer, on behalf of Plumas County Board of Supervisors, to submit grant proposal for the Youth Programs and Facilities grant program and sign the grant agreement with BSCC, including any amendments thereof, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Hagwood.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

- 3)  Authorize the establishment of SB823-JJRBG and YPFG department (Fund 0046D – Department 20404); and approve initial expense of \$50,000.00, and \$2,500.00; for participation in Regional and Statewide consortiums and will enable Tehama County Juvenile Hall to Provide SB 823 Secure Track Services to Plumas County Youth; discussion and possible action. **Roll call vote**
Motion: Authorize the establishment of SB823-JJRBG and YPFG department (Fund 0046D – Department 20404); and approve initial expense of \$50,000.00, and \$2,500.00; for participation in Regional and Statewide consortiums and will enable Tehama County Juvenile Hall to Provide SB 823 Secure Track Services to Plumas County Youth, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

I.  **PUBLIC HEALTH** – Dr. Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill, funded and allocated 1.0 FTE Health Education Series position; vacancy due to resignation; discussion and possible action.
Motion: Authorize the Director of Public Health to recruit and fill, funded and allocated 1.0 FTE Health Education Series position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.
Motion passed unanimously.

- 2)  Approve supplemental budget request of \$45,557.00 for the Public Health Senior Nutrition Program department 20830/ account 44419; for receipt of unanticipated revenue from the Consolidated Appropriations Act through Chico State Enterprises; discussion and possible action.
Four/ fifths roll call vote

Motion: Approve supplemental budget request of \$45,557.00 for the Public Health Senior Nutrition Program department 20830/ account 44419; for receipt of unanticipated revenue from the Consolidated Appropriations Act through Chico State Enterprises, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

- 3)  Approve supplemental budget request of \$34,920.00 for the Public Health Senior Nutrition Program department 20830/ account 520300; for receipt of unanticipated revenue from Chico State Enterprises and its Area 3 Agency on Aging program; discussion and possible action.
Four/ fifths roll call vote

Motion: Approve supplemental budget request of \$34,920.00 for the Public Health Senior Nutrition Program department 20830/ account 520300; for receipt of unanticipated revenue from Chico State Enterprises and its Area 3 Agency on Aging program, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

J.  **PUBLIC WORKS- ROAD** – John Mannle

- 1) Authorize the Director of Public Works to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II Position in the Quincy Maintenance District; vacancy due to resignation; discussion and possible action.
- 2) Authorize the Director of Public Works to recruit and fill seasonal Extra Help; to assist during the 2022 Summer Season across all Public Works Maintenance Districts; discussion and possible action.

Motion: Approve Items 5J1&2; Authorize the Director of Public Works to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II Position in the Quincy Maintenance District; and authorize the Director of Public Works to recruit and fill seasonal Extra Help; to assist during the 2022 Summer Season across all Public Works Maintenance Districts, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

K.  **SOCIAL SERVICES** – Neal Caiazzo

Authorize the Director of Social Services to recruit and fill, funded and allocated 1.0 FTE Office Supervisor position; discussion and possible action.

Motion: Authorize the Director of Social Services to recruit and fill, funded and allocated 1.0 FTE Office Supervisor position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

6. **BOARD OF SUPERVISORS**

A. **TIME CERTAIN: 1:00 P.M.**

Conduct a Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing under Plumas County Code section 4-9.204 and 4-9.205 for Assessor's Parcel No. 001-340-042-000 located at 1050 Main Street, Chester, CA

- **This matter has been resolved**

B.  **TIME CERTAIN: 1:30 P.M.**

Conduct a Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing under Plumas County Code section 4-9.204 and 4-9.205 for Assessor's Parcel No. 110-063-010-000 located at 317 Main Street, Greenville, CA

Public Hearing Opened by the Board Chair at 1:35 P.M.

- Swearing in of all providing evidence
- Sara James, Deputy County Counsel, gave a brief statement of continuance from 03/15/2022
- Deputy County Counsel directed questioning of the Code Enforcement Officer regarding Noticing of property owner. With no reply
- Counsel provided additional contact information of registered agent
- Counsel requested that the package provided by Code enforcement be officially placed into evidence.
- Following closing statements, the hearing was closed and brought back to the Board of Supervisors

Gretchen Stuhr made recommendation that the parcel be entered as an abatement order to move the property forward for debris clean up, due to lack of property owner response.

- C.  Appoint Julie White as Board member and Nancy Selvage as Alternate Board Member to the Trindel Insurance Fund Board of Directors; discussion and possible action.

Motion: Appoint Julie White as Board member and Nancy Selvage as Alternate Board Member to the Trindel Insurance Fund Board of Directors, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Ceresola.

Motion passed unanimously.

- D. Appoint Paul Russell as Museum Director, and approve and authorize the Chair to sign Employment Agreement; approved as to form by County Counsel; discussion and possible action

Motion: Approve and authorize the Chair to sign Employment Agreement; approved as to form by County Counsel, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

E.  **CORRESPONDENCE**

Supervisor Hagwood received correspondence regarding ongoing recycling deficiencies with Waste Management, correspondence regarding building code specific to fire sprinkler requirements. Supervisor Hagwood will be working with Facility Services to fulfill a request regarding a memorial bench.

Supervisor Thrall an abundance of correspondence regarding the loss of emergency services, lots of interest regarding when green waste disposal site opening, and other routine correspondence.

Supervisor Engel received correspondence regarding recycling, broad band services, correspondence regarding building code specific to fire sprinkler requirements, and green waste services.

Supervisor Ceresola received correspondence regarding working with Public Works on FEMA and flood control affecting areas of Chilcoot; correspondence regarding Fire District consolidation progress; and correspondence regarding Sierra Valley Ground Water District.

Supervisor Goss received correspondence with Sue Webber, the Dixie Fire Collaborative, Klint Koble regarding the transition from State owned to County owned non – congregate housing for Dixie Fire survivors. Correspondence regarding the jail fund and RCRC loan.

F.  **INFORMATIONAL ANNOUNCEMENTS**

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Hagwood regarding matters related to County Government and include the Transportation Commission meeting.

Reported by Supervisor Thrall regarding matters related to County Government and include various meetings with constituents; CPUD folks and Fire regarding the loss of emergency services; and the Transportation Commission meeting.

Reported by Supervisor Engel regarding matters related to County Government and include Sierra Air Quality meeting as the Alternate Board member, meetings at the Spring of Hopes Church regarding Covid-19, lockdowns and the ramifications; and the Transportation Commission meeting

Reported by Supervisor Ceresola regarding matters related to County Government and include the Sierra Air Quality meeting, Sierra Valley Ground Water meeting; and met with Public Works regarding FEMA.

Reported by Supervisor Goss regarding matters related to County Government and include a meeting regarding the Jail project; Middle income Housing meeting; meetings regarding the Sheriff's Sub-station; St. Patrick's Day; meeting regarding the Wolf Creek Greenville housing transition; IRC; County Budget Committee meetings; LAFCo Budget Committee meetings; a meeting with Mat Fogarty regarding the C-Pace program; and various other meetings.

7.  **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- **Item 7D was removed from Closed Session by email notice sent to Gretchen Stuhr.**

- A. Public employee appointment or employment – County Administrator/ Risk Management
- B. Personnel: Public employee performance evaluation; Information Technology Director (Board Only)
- C. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

- 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



REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

There was no reportable action was taken in Closed Session.



ADJOURNMENT

Adjourned meeting to Tuesday, April 12, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



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

MEETING MINUTES

**ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON APRIL 12, 2022**

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**

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Ceresola, Supervisor Goss.

PLEDGE OF ALLEGIANCE

Paul Russel led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Item for Correction 6G has spelling change name Price changed to Prince.

PUBLIC COMMENT OPPORTUNITY

Pastor George offered prayer.

Tom McGowan commented regarding the PG&E settlement & the District Attorney's work.

Linda Margaretic commented regarding the long awaited Public Forum with Public Health that took place.

Clint Koble commented regarding ARPA fund and project allocation recommendations.

Zoom Participant: Lane commented regarding filing complaint with the Planning and Building Department.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

David Hollister, District Attorney made a brief announcement regarding his departmental request for help on 04/05/2022.

Paul Russel the newly appointed Museum Director introduced himself.

Sheriff Todd Johns reported on a meeting with the Firewise Community's and the concern regarding the start of fire season.

Rob Robinette, Interim Director of Environmental Health announced that had an interview with and extended an offer of employment to an Environmental Health Specialist candidate; and that offer was accepted.

 David Hollister, District Attorney reported on the activities regarding the PG&E settlement case; followed up with a brief question and answer session

ACTION AGENDA

1.  **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion.



DIXIE FIRE COLLABORATIVE – Clint Koble

Report and update Dixie Fire Collaborative efforts; receive report and discussion.



2. CONSENT AGENDA

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

Motion: Approve the following Consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

A. BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit for the Almanor Recreation and Park District for the 41st Annual Chester 4th of July Fun Run, to be held on July 4, 2022 from 9:00 A.M. – 9:30 A.M.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize the County’s Department Directors of Behavioral Health and Public Health to ratify and sign a Memorandum of Understanding (MOU), for the Youth prevention Program of Alcohol and other Drug programs within the County; for a term of 3 fiscal years from 07/01/2020 to 06/30/2023; not to exceed \$331,656.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to ratify and sign Agreement between Plumas County and BHC Sierra Vista Hospital, Inc. dba Sierra Vista Hospital; for services related to treatment of addiction and psychiatric disorders; for term from 2021 to 2023; not to exceed \$80,000.00; approved as to form by County Counsel.

C. CLERK RECORDER- ELECTIONS

- 1) Accept corrected Plumas County election report for the California Gubernatorial Recall Election; Report presented on November 2, 2021 was corrected due to a clerical error.
- 2) Approve and authorize the Chair to sign Equipment Lease Agreement and Addendum to Agreement between Plumas County Clerk Recorder and Ray Morgan Company, for the lease of copy machine; not to exceed \$298.63 per Quarter for a term of 5 years. Agreement has been approved as to form by County Counsel.

D. FACILITY SERVICES

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Smith Power Products, Inc., for generator repair and maintenance; not to exceed \$24,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to ratify and sign Agreement between Plumas County Facility Services and Plumas Sanitation, for septic pumping at the non-congregate shelter for Dixie Fire survivors located at 240 Greenville Wolf Creek Road, Greenville, CA; not to exceed \$100,000.00; approved as to form by County Counsel.

E. FAIRGROUNDS

Approve and ratify Agreement between Plumas County and Turf Star, Inc., for lawn mower repairs; not to exceed \$4,000.00; approved as to form by County Counsel.

F. **SHERIFF**

Approve and authorize the Chair to sign Equipment Lease Agreement and Addendum to Agreement between Plumas County Sheriff's Office (PCSO) and Ray Morgan Company, for the lease of copy machines provided to the Sheriff's Office and Jail facilities; not to exceed \$955.20 per Quarter for a term of 5 years; approved as to form by County Counsel.

G. **SOCIAL SERVICES**

Approve and authorize the Chair to sign Agreement between Plumas County Social Services and the Plumas Crisis Intervention and Resource Center, for housing support for homeless CalWorks recipients; not to exceed \$118,250.00 per year; approved as to form by County Counsel.

3.  **SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

 **Convene as the Beckwourth County Service Area Governing Board**

A.  **BECKWOURTH COUNTY SERVICE AREA** – John Mannle

- 1) Approve and authorize the Manager of the Beckwourth County Service Area (CSA) to sign planning grant funding agreement with the State Water Board for replacing sewer lift station, inflow/ infiltration study and associated sewer pond valves totaling \$397,425.00; approved as to form by County Counsel; discussion and possible action.
- 2) Adopt **RESOLUTION** designating the Manager of the Beckwourth County Service Area to contract with the State Water Board, execute agreement and disburse funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 3) Approve and authorize the Chair to sign MOU between Plumas County/ Beckwourth CSA and the Golden State Finance Authority for a \$100,000.00 loan to assist with cash flow for the Sewer Pump Station Replacement Design project; approved as to form by County Counsel; discussion and possible action.

Motion: Approve agenda Items 3A (1 through 3) and Approve and authorize the Manager of the Beckwourth County Service Area (CSA) to sign planning grant funding agreement with the State Water Board for replacing sewer lift station, inflow/ infiltration study and associated sewer pond valves totaling \$397,425.00; Adopt **RESOLUTION No. 22-8682** designating the Manager of the Beckwourth County Service Area to contract with the State Water Board, execute agreement and disburse funds; and authorize the Chair to sign MOU between Plumas County/ Beckwourth CSA and the Golden State Finance Authority for a \$100,000.00 loan to assist with cash flow for the Sewer Pump Station Replacement Design project, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

 **Adjourn as the Beckwourth Service Area Governing Board and reconvene as the Board of Supervisors**

4. DEPARTMENTAL MATTERS

A. ENVIRONMENTAL HEALTH – Rob Robinette

Approve budget transfer of \$26,000.00 from 20550-51000 Regular Wages to 20550-521900 Professional Services, to continue funding of the CA Environmental Health Administrators (CAEHA) Environmental Health Support Contract; to continue to provide training to staff and field service support; discussion and possible action. **Roll call vote**

Motion: Approve budget transfer of \$26,000.00 from 20550-51000 Regular Wages to 20550-521900 Professional Services, to continue funding of the CA Environmental Health Administrators (CAEHA) Environmental Health Support Contract; to continue to provide training to staff and field service support,

Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

B. FACILITY SERVICES – JD Moore

- 1) Authorize the Director of Facility Services to recruit, and fill vacant Extra Help position at Rogers Field (Chester Airport); discussion and possible action.
- 2) Authorize the Director of Facility Services to recruit, and fill two (2) vacant Extra Help position within the Quincy Facility Services Department; discussion and possible action.

Motion: Approve items 4B 1&2, and Authorize the Director of Facility Services to recruit, and fill vacant Extra Help position at Rogers Field (Chester Airport); and to recruit, and fill two (2) vacant Extra Help position within the Quincy Facility Services Department, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood. Motion passed unanimously.

C. PLANNING – Tracey Ferguson

Approve and authorize the Chair to sign Memorandum of Understanding to be a collaborator under the Plumas Emergency Forest Restoration Team (EFoRT); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign Memorandum of Understanding to be a collaborator under the Plumas Emergency Forest Restoration Team (EFoRT); **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood. Motion passed unanimously.

5. 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 May 10, 2022.

Motion: as Reviewed, 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 May 10, 2022, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Motion passed unanimously.

- B.  Adopt **RESOLUTION** to reorganize the Plumas County Administrative Office by adopting a new position allocation and job classifications to Revise the County Administrative Officer Job Description - Wage \$75.00; and New Job Description for Director of Risk Management and Safety – Wage \$45.00; discussion and possible action. **Roll call vote**
- C. Introduce and waive the first reading of an **ORDINANCE** of Plumas County, State of California, amending Article 6, of Chapter 4, of Title 2 of the Plumas County Code relating to the County Administrative Office of County Administrator; discussion and possible action. **Roll call vote**
- D. Adopt **RESOLUTION** declaring the scope of authority of the County Administrative Officer; discussion and possible action. **Roll call vote**
- E. Authorize the Director of Human Resources to recruit and fill both funded and allocated positions; discussion and possible action.

Motion: Approve items 5B through 5E; and Adopt **RESOLUTION No. 22-8683** to reorganize the Plumas County Administrative Office by adopting a new position allocation and job classifications to Revise the County Administrative Officer Job Description - Wage \$75.00; and New Job Description for Director of Risk Management and Safety – Wage \$45.00; the **ORDINANCE** of Plumas County, State of California, amending Article 6, of Chapter 4, of Title 2 of the Plumas County Code relating to the County Administrative Office of County Administrator is read and continued to **April 19, 2022**, for adoption; Adopt **RESOLUTION No.22-8684** declaring the scope of authority of the County Administrative Officer; and Authorize the Director of Human Resources to recruit and fill both funded and allocated positions, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Vote: Motions all carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

- F.  Report from DeAnne Blankenship with California Health Collaborative; Approve ARPA Grant fund revised recommendations; discussion and possible action.

- Following Presentation, and discussion:

Motion: Approve ARPA Grant fund recommendations as discussed and revised, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

- G.  Appoint Chris Spencer to the Planning Commission Board, representing District 1; discussion and possible action.

Motion: Appoint Chris Spencer to the Planning Commission Board, representing District 1, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Engel.
Motion passed unanimously.

H.  **CORRESPONDENCE**

Supervisor Hagwood received correspondence regarding Building Code policy in relation to fire sprinkler requirements; and correspondence in relation to Broadband in Meadow Valley.

Supervisor Thrall reported receiving the normal daily correspondence with constituents, nothing out of the ordinary.

Supervisor Engel received correspondence regarding the ongoing problems in relation to recycling, and normal daily correspondence with constituents, nothing out of the ordinary.

Supervisor Ceresola reported receiving the normal daily correspondence with constituents, nothing out of the ordinary.

Supervisor Goss received correspondence regarding the SBA Loan process, Building Code Solar requirement.

I.  **INFORMATIONAL ANNOUNCEMENTS**

Reported by Supervisor Hagwood regarding matters related to County Government and include attending LAFCo Meeting; 2 meetings with the District Attorney with regard to the fire recovery settlement, and a fire recovery meeting in Quincy.

Reported by Supervisor Thrall regarding matters related to County Government and include attending the LAFCo meeting.

Reported by Supervisor Engel regarding matters related to County Government and had no meetings on schedule aside from routine meetings with constituents.

Reported by Supervisor Ceresola regarding matters related to County Government and include meetings with Fire Dept., Volunteer Fire Department, and the Forest Service regarding preparations for the upcoming fire season, and traffic control in an area in District 1.

Reported by Supervisor Goss regarding matters related to County Government and include the LAFCo meeting - items discussed were consolidations, annexations, budget, Cemetery Districts. Attended a Kick off Strategy & Structure meeting, and a visioning meeting with the Dixie Fire Collaborative, and various other meetings throughout the week.

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

- Chair Goss announced that Item 6D; would not be discussed in Closed Session.

6.  **CLOSED SESSION**

- A. Personnel: Public employee performance evaluation; Greg Ellingson, Director of Information Technology
- B. Personnel: Public employee performance evaluation; Director of Child Support Services (Board Only)
- C. Personnel: Public employee performance evaluation; Director of Public Works (Board Only)
- D. Personnel: Public employee appointment or employment; County Administrator/ Risk Management
- E. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000
- F. Conference with Legal Counsel; Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Central Delta Water Agency, et al. V. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

- G. Conference with Legal Counsel: Existing litigation – Prince et al. v. County of Plumas et al., United States District Court for Eastern District of California, Case No. 2:20 - CV 00862-WBS-DMS, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 case)
- J. Conference with Legal Counsel: Existing litigation – BNSF Railway Company v, Alameda County, et al., United State District Court, Northern District of California, Case No. 19-cv-07230-HSG, pursuant to Subdivision (d)(1) of Government Code Section 54956.9.
- K. Conference with Labor Negotiator regarding employee negotiations: Sheriff’s Administrative Unit; Sheriff’s Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads



REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported out of closed session; item 6K was not discussed, There was no reportable action taken in Closed Session.



ADJOURNMENT

Adjourned meeting to Tuesday, April 19, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California.



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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON APRIL 19, 2022

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**
Roll Call.

Present: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

 **PLEDGE OF ALLEGIANCE**
Jerod led the Pledge of Allegiance.

 **ADDITIONS TO OR DELETIONS FROM THE AGENDA**
None

 **PUBLIC COMMENT OPPORTUNITY**

Pastor George offered a short prayer

Tom McGowan from Chester wanted to personally thank Tracey Ferguson, Planning Director, for organizing the tour of the burn scar.

 **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Building Department Director, Chuck White announced the Permit Centers new days of operation.

Clerk Recorder, Marcy DeMartile reported on the upcoming June 7th primary election. Ballots are being mailed out on May 9th, 2022.

District Attorney, David Hollister reported no movement on the 2 open Prosecutor positions in his department.

ACTION AGENDA

1.  **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Sheriff Todd Johns gave the Report and update Dixie Fire Recovery efforts; due to Pamela Courtwright's absence.

 **DIXIE FIRE COLLABORATIVE** – Kest Porter
Report and update Dixie Fire Collaborative efforts; receive report and discussion.

2. **USDA FOREST FIRE MANAGEMENT** - Joe Hoffman/ Chris Carlton
Monthly check in and update
The USDA Forest management representative was not present today.

3.  **CONSENT AGENDA**

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

Motion: Approve the following consent matters, as submitted; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

A. **FACILITY SERVICES**

- 1) Approve and authorize the Director of Facility Services & Airports to waive the rental fees at the Plumas County Courthouse for the Quincy High School Prom to be held on May 14th, 2022.
- 2) Approve and authorize the Director of Facility Services & Airports to waive the rental fees at the Chester Park for Chester Elementary School to host their talent show/ fundraiser Event on April 28, 2022.

B. **PROBATION**

Approve and authorize the Chair to sign Equipment Lease Agreement and Addendums to Agreement between Plumas County Probation Department and Ray Morgan Company, for the lease of two copy machines provided to the Plumas County Probation Department; not to exceed \$694.77 per Quarter for a term of 5 years; approved as to form by County Counsel.

C. **PUBLIC HEALTH**

Approve and authorize the Chair to sign Agreement between Plumas County and Ellis Planning Associates, to assist in developing a strategic plan for PCPHA; not to exceed \$19,914.13; approved as to form by County Counsel.

D. **HUMAN RESOURCES**

Adopt **RESOLUTION No. 2022-8686** adopting Plumas County's pay schedule; to reflect the CalPERS CCR 370.5 Statutory and Regulatory Requirements.

4.  **SENECA HAZARDOUS FUELS TREATMENT PROPOSAL** – Joe Smailes

Adopt **RESOLUTION** supporting the Seneca Hazardous Fuels Action Plan; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8685** supporting the Seneca Hazardous Fuels Action Plan, **Action:** Adjourn, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

5.  **DEPARTMENTAL MATTERS**

A.  **BEHAVIORAL HEALTH** – Tony Hobson

Authorize Behavioral Health Director to recruit and fill, funded and allocated 1.0 FTE Supervising Site Coordinator within Department 70571; vacancy due to resignation; discussion and possible action.

Motion: Authorize Behavioral Health Director to recruit and fill, funded and allocated 1.0 FTE Supervising Site Coordinator within Department 70571, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

B.  **CLERK RECORDER/ ELECTIONS** – Marcy DeMartile

Adopt **RESOLUTION** approving Standard Agreement Amendment between Plumas County and the California Secretary of State extending Voting System Replacement Funds Contract through and including December 31, 2024; and authorize the County Elections Official, as agent, to conduct all negotiations, execute and submit all documents accordingly with County Counsel approving as to form; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22- 8687** approving Standard Agreement Amendment between Plumas County and the California Secretary of State extending Voting System Replacement Funds Contract through and including December 31, 2024; and authorize the County Elections Official, as agent, to conduct all negotiations, execute and submit all documents accordingly **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Roll Call.

Present: Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Ceresola, Supervisor Goss.

C.  **HUMAN RESOURCES** – Nancy Selvage

- 1) Adopt **RESOLUTION** to amend Plumas County’s position allocation adding 1.0 FTE Behavioral Health Alcohol and Drug Program Administrator job classification to fund #70580; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8688** to amend Plumas County’s position allocation adding 1.0 FTE Behavioral Health Alcohol and Drug Program Administrator job classification to fund #70580, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

- 2)  Authorize Human Resources to recruit and fill the Behavioral Health Alcohol and Drug Program Administrator Position; discussion and possible action.

Motion: Authorize Human Resources to recruit and fill the Behavioral Health Alcohol and Drug Program Administrator Position, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

- 3)  Adopt **RESOLUTION** to adopt the New Public Works Bargaining Unit, and Public Works Mid-Management & Supervisors Unit formerly known as Crafts and Trades Bargaining Unit with the Operating Engineers Local #3; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8689** to adopt the New Public Works Bargaining Unit, and Public Works Mid-Management & Supervisors Unit formerly known as Crafts and Trades Bargaining Unit with the Operating Engineers Local #3, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

D.  **PLANNING** – Tracey Ferguson
Presentation of New Supervisorial District Map

E.  **PUBLIC HEALTH** – Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill, vacant 1.0 FTE Limited Term Health Education Series in the Public Health Department; discussion and possible action.

Motion: Authorize the Director of Public Health to recruit and fill, vacant 1.0 FTE Limited Term Health Education Series in the Public Health Department, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

- 2)  Adopt **RESOLUTION** authorizing the Director of Public Health to apply for grant funded by the Federal Grant Award PS19-1901, Strengthening STD Prevention and Control for the Health Departments, CFDA #93.977 with California Department of Public Health, Sexually Transmitted Disease Control Branch; approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8690** authorizing the Director of Public Health to apply for grant funded by the Federal Grant Award PS19-1901, Strengthening STD Prevention and Control for the Health Departments, CFDA #93.977 with California Department of Public Health, Sexually Transmitted Disease Control Branch, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

F.  **PUBLIC WORKS** – John Mannle

- 1) Authorize the Public Works/ Road Department to recruit and fill, funded and allocated; 1.0 FTE PW Power Mechanic I or II position in the Quincy Mechanic Shop; discussion and possible action.
- 2) Authorize the Public Works/ Road Department to recruit and fill, funded and allocated; 1.0 FTE PW Maintenance Supervisor/ Foreman position in the LaPorte Maintenance District; vacancy due to retirement; discussion and possible action.

Motion: Approve items 5F 1 & 2; to Authorize the Public Works/ Road Department to recruit and fill, funded and allocated; 1.0 FTE PW Power Mechanic I or II position in the Quincy Mechanic Shop, and Authorize the Public Works/ Road Department to recruit and fill, funded and allocated; 1.0 FTE PW Maintenance Supervisor/ Foreman position in the LaPorte Maintenance District, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

G.  **SHERIFF** – Todd Johns

- 1) Approve and authorize the Chair to ratify and sign Agreement between Plumas County and CGL Companies Inc., for the SB 844 Jail Construction Project; contract term from July 1, 2021 through July 18, 2026; not to exceed \$1,436,000.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to ratify and sign Agreement between Plumas County and CGL Companies Inc., for the SB 844 Jail Construction Project; contract term from July 1, 2021 through July 18, 2026; not to exceed \$1,436,000.00, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.
Motion passed unanimously.

- 2)  Authorize the Sheriff to recruit and fill, 7 (seven) vacant seasonal Boat Patrol Officer positions; funded by State Grant; discussion and possible action.

Motion: Authorize the Sheriff to recruit and fill, 7 (seven) vacant seasonal Boat Patrol Officer positions; funded by State Grant, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

- 3)  Approve and authorize the Sheriff to sign Agreement with ZoneHaven, for their services in evacuation planning with an initial cost of \$6,150.00 for the first year and \$7,300.00 per year, thereafter, for a term of 3 years; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Sheriff to sign Agreement with ZoneHaven, for their services in evacuation planning with an initial cost of \$6,150.00 for the first year and \$7,300.00 per year, thereafter, for a term of 3 years, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

- 4)  Adopt **RESOLUTION** supporting the Sheriff's Office efforts to pursue an application for the 2023 Community Project Funding Program through Congressman Doug LaMalfa's Office; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8691** supporting the Sheriff's Office efforts to pursue an application for the 2023 Community Project Funding Program through Congressman Doug LaMalfa's Office, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

H.  **SOCIAL SERVICES** – Neal Caiazzo

Authorize the Department of Social Services to recruit and fill, funded and allocated 1.0 FTE Social Service Aide position; vacancy due to promotion; discussion and possible action.

Motion: Authorize the Department of Social Services to recruit and fill, funded and allocated 1.0 FTE Social Service Aide position, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

6.  **BOARD OF SUPERVISORS**

- A.  Adopt and ratify **RESOLUTION** to amend Museum Director job classification pay rate to \$30.00 per hour; discussion and possible action. **Roll call vote**

Motion: Adopt and ratify **RESOLUTION No.22-8681** to amend Museum Director job classification pay rate to \$30.00 per hour, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

- B.  Adopt **ORDINANCE** first introduced on April 12, 2022, of Plumas County, State of California, amending Article 6, of Chapter 4, of Title 2 of the Plumas County Code relating to the County Administrative Office of County Administrator; discussion and possible action. **Roll call vote**

Motion: Adopt **ORDINANCE No. 22-1143** first introduced on April 12, 2022, of Plumas County, State of California, amending Article 6, of Chapter 4, of Title 2 of the Plumas County Code relating to the County Administrative Office of County Administrator, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

C.  **APPOINTMENTS**

Appoint Vicki Chestnut to serve on the Plumas County Behavioral Health Commission; discussion and possible action.

Motion: Appoint Vicki Chestnut to serve on the Plumas County Behavioral Health Commission,

Action: Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

D.  **CORRESPONDENCE**

Supervisor Hagwood received correspondence regarding high speed broadband internet to Meadow Valley, several communications related to process that the PG&E settlement would be distributed; and correspondence expressing displeasure with the PG&E Settlement, correspondence related to Fish & Game regulations.

Supervisor Thrall received similar correspondence as Supervisor Hagwood, primarily questions and misunderstandings regarding the PG&E settlement of the criminal action, shortly after the District Attorney announced it.

Supervisor Engel received similar correspondence as Supervisor Hagwood, and Supervisor Thrall.

Supervisor Ceresola received correspondence regarding the use of funds, and changing of sprinkler heads for water conservation with Sierra Groundwater, regarding permitting and fence lines, correspondence regarding Davis lake and Frenchmen's Campgrounds with Forest Service Ranger District 1.

Supervisor Goss received correspondence related to the PG&E settlement both pro's and con's, correspondence regarding the volunteer effort to move bricks, with team Rubicon.

E.  **INFORMATIONAL ANNOUNCEMENTS**

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Hagwood regarding matters related to County Government and include his radio show, and the Community Development Commission meeting.

Reported by Supervisor Thrall regarding matters related to County Government and include the Community Development Commission meeting; and various routine Coffee, breakfast, and lunch meetings with constituents.

Reported by Supervisor Engel regarding matters related to County Government and include the Community Development Commission meeting; and various routine post office, gas station, and grocery store meetings with constituents.

Reported by Supervisor Ceresola regarding matters related to County Government and include the Community Development Commission meeting, met with volunteer Fire Chief official of Beckwourth, Forest Service meetings, and various routine meetings with constituents.

Reported by Supervisor Goss regarding matters related to County Government and include various meetings, but wanted to highlight the HUD, burn scar tour that was organized by Tracey Ferguson, and the Dixie Fire Community Collaborative meeting.



ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

7. CLOSED SESSION

- A. Personnel: Public employee performance evaluation; Michelle Blackford, Director of Child Support Services
- B. Personnel: Public employee performance evaluation; John Mannle, Director of Public Works
- C. Personnel: Public employee performance evaluation; Neal Caiazzo, Director of Social Services
- D. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000.
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. 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
- H. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215
- I. Conference with Legal Counsel: Existing litigation – Feather River Action!, et al. v. County of Plumas, et al., Plumas County Superior Court, Case No. CV 22-00037, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- J. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al., Plumas County Superior Court, Case No. GN CV19-00193, pursuant to subdivision (a) of Government Code §54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Goss reported out of closed session; there was no reportable action taken in closed session.



ADJOURNMENT

Adjourned meeting to Tuesday, May 3, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

Item 2C (1-3)

PLUMAS COUNTY CLERK

Recorder (530) 283-6218
Registrar of Voters (530) 283-6256
Records Management (530) 283-6007



520 Main Street, Room 102, Courthouse
Quincy, CA 95971 * Fax: (530) 283-6155

DATE: April 25, 2022
TO: Honorable Board of Supervisors, County of Plumas
FROM: Marcy DeMartile, Clerk-Recorder / Registrar of Voters
SUBJECT: Approval of copier lease payment to Wells Fargo without Contract; Approval of Services Agreement between County of Plumas, County Clerk-Recorder and Ray A. Morgan Company, LLC.

Marcy DeMartile
Clerk – Recorder
Registrar of Voters
marcydemartile@countyofplumas.com

Marcy
Julie Hagwood
Assistant
juliehagwood@countyofplumas.com

IT IS REQUESTED THAT THE BOARD:

1. Authorize copier lease payment in the amount of \$323.26 to Wells Fargo Company without a contract.
2. Authorize maintenance agreement payment in amount of \$84.56 to Ray Morgan Company without a contract.
3. Approval of Services Agreement between Ray A. Morgan Company, LLC., and County of Plumas, County Clerk-Recorder beginning May 3, 2022 for a period of three (3) years, approved as to form by County Counsel.

BACKGROUND:

As inventory of the new copy machine approved by this Board on April 12, 2022 is backlogged and the old lease had expired, it is requested the Board of Supervisors authorize the final lease payment of \$323.26 to Wells Fargo Company and Maintenance Contract fees of \$84.56 to Ray Morgan Company, LLC, be paid without a contract.

In addition, we are requesting approval of the new Services Contract for the new lease equipment approved by the Board of Supervisors on April 12, 2022, which has been approved as to form by County Counsel.



Customer Care

Hours of operation
M-F, 7am - 6pm Central Time

Payments
Wells Fargo Financial Leasing,
Inc.
PO Box 77096
Minneapolis, MN 55480-7796

Fax
888-241-4382

Online Services
Website: <https://myaccounts.wellsfargo.com>
Privacy: <https://wellsfargo.com/privacy-security>

Telephone
877-222-5617

Correspondence
Customer Care
PO Box 3072
Cedar Rapids, IA 52406-3072

Invoice

Summary

Contract number 603-0148736-000
Customer number 1000070090
Invoice number 5019747769
Due date 04/07/22
Invoice date 04/11/22
Coverage period 04/07/22-07/06/22
Total Due \$323.26

Last payment \$323.26
posted on 02/19/22.

ACCOUNTS PAYABLE
COUNTY OF PLUMAS, CALIFORNIA
520 MAIN STREET
ROOM 102
QUINCY CA 95971

Important Messages

Your remittance address has changed. Effective immediately, please update your accounts payable system and send all payments to the new remittance address printed on your coupon. Thank you.

One or more of your agreement(s) is due to expire or is in renewal status. Please refer to your agreement(s) for any notice requirements and/or end of term options.

If you are interested in new or additional equipment feel free to contact your equipment provider to discuss your options.

Interested in receiving your invoices by email? To go paperless, please register on the website listed under the online services section of the invoice.



Contract number	Asset description	Model	Serial number	Asset location
603-0148736-000	Copier	C3325I	QTW11016	520 Main Street Room 102 Quincy, CA 95971

Item description	Amount	Tax	Item total	Due date	Subtotal
Lease Payment	301.41	21.85	323.26	04/07/22	\$323.26
603-0148736-000 Total :					\$323.26
Invoice Total :					\$323.26

0029890102BGA400GFUZRR00200298



Continued on the next page

Detach and return the bottom remittance portion with your payment in the enclosed envelope. Include invoice number on check.

Contract number	603-0148736-000	Due date	04/07/22
Invoice number	5019747769	Invoice date	04/11/22
		Total due	\$323.26

Customer Care
PO Box 3072
Cedar Rapids, IA 52406-3072

Check here and see reverse side for billing address and/or asset address change.

Amount enclosed \$

Please make check payable to Wells Fargo Financial Leasing, Inc.

GFUZRR00200298 - 226244 - S1
ACCOUNTS PAYABLE
COUNTY OF PLUMAS, CALIFORNIA
520 MAIN ST RM 102
QUINCY CA 95971

Wells Fargo Financial Leasing, Inc.
PO BOX 77096
MINNEAPOLIS, MN 55480-7796



00000050197477696034000000032326202204070000000000001



Ray Morgan Company

DOCUMENT TECHNOLOGY SOLUTIONS

www.raymorgan.com

CONTRACT INVOICE

Invoice Number: 3675260

Invoice Date: 04/04/2022

Applied To:

Maintenance Contract

Remit payment to: 3131 Esplanade, Chico CA 95973

Questions: 800-640-6065

Bill To: 2836255
Plumas County Clerk Recorder
520 Main St Room 102
Quincy, CA 95971

Customer: 2836255
Plumas County Clerk Recorder
520 Main St Room 102
Quincy, CA 95971

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
2836255	NET 30	05/04/2022	\$ 84.56	\$ 84.56	
Invoice Remarks					
Contract Number	Contact	P.O. Number	Sales Rep	Branch	Group Bill Code
CN13203-02			Michael Gregg	Reno NV	Gina
Contract Remarks					
If you have questions about this invoice, please contact Gina Herrera at (530)230-4881 or gherrera@raymorgan.com.					

Summary:

Contract base rate charge for this billing period	\$0.00 *
Contract usage charge for the 01/01/2022 to 03/31/2022 usage period	\$82.53 **
*Sum of equipment base charges **See usage details below	\$82.53

Detail:

Equipment included under this contract

Plumas County Clerk Recorder

Make/Model	Number	Serial Number	Base Charge	Location
Canon/IR C3325i	126708	QTW11016	\$0.00	Plumas County Clerk Recorder 520 Main St Room 102 Quincy, CA 95971 Room 102

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Usage
BW109	BW	349,311	364,075		14,764	13,500	1,264	\$0.007000	\$8.85
CLR124	CLR	7,358	8,279		921	0	921	\$0.080000	\$73.68
									\$82.53

A finance charge will be assessed on all invoices which are past due. Save time and money by receiving electronic invoices and automating your payment process. Email AR@raymorgan.com to sign-up today.

Invoice SubTotal	\$82.53
Tax:	\$2.03
Invoice Total	\$84.56
Balance Due:	\$84.56

Services Agreement

This Agreement is made and entered into this 3rd day of May, 2022 (“Effective Date”) by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Plumas County Clerk-Recorder (hereinafter referred to as “County”), and Ray A. Morgan Company, LLC. (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Thousand Dollars and No Cents (\$3,000.00) per twelve (12) month period.
3. Term. The term of this agreement shall commence on the Effective Date and continue for a term of three (3) years, unless terminated earlier as provided herein. The agreement shall automatically renew annually beyond the three (3) year term unless either party requests a change in writing.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor’s employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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:

Plumas County Clerk-Recorder
520 Main Street
Quincy, CA 95971
Attention: Fiscal Officer/ASM

Contractor:

Ray A. Morgan Company
3131 Esplanade
Chico, CA 95973

Attention: Business Manager

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

COUNTY:

Ray A. Morgan Company, LLC

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

By: _____ Date: _____
Name: Greg Martin
Title: Managing Member

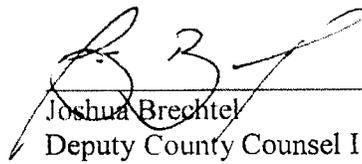
By: _____ Date: _____
Name: Marcy DeMartile
County Clerk-Recorder-Registrar

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

ATTEST:

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

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

4/20/2022

EXHIBIT A

Scope of Work

1. Contractor shall provide maintenance services for (1) Canon IR ADV C5840i copier and related parts and equipment.
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include all parts, labor, service and supplies including toner and drums (excluding paper and staples only).
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment.
5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is nonfunctional and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay a flat fee of \$161.09 plus applicable taxes per quarter for 16,440 black and white copies and 471 color copies covered by this agreement.
2. County shall pay an additional \$0.0082 plus applicable taxes for every black & white copy made in excess of 16,440 per quarter plus \$0.0558 for every color copy plus applicable taxes to be added to the invoice.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.



OFFICE OF THE
COUNTY COUNSEL

COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone:(530) 283-6240 Fax: (530) 283-6116

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

April 20, 2022

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

SUBJECT: Approval of Public Defender Contract

Background:

The County Counsel's Office has been given the task of drafting a public defender contract with Robert Zernich for the temporary replacement of Jacob Zamora.

Proposal:

The County Counsel's office would like the Board of Supervisors to approve and ratify the temporary replacement Public Defender contract with Robert Zernich, effective April 1, 2022.

Action:

It is recommended that the Board of Supervisors approve the attached Agreement.

END OF MEMORANDUM

PLUMAS COUNTY
PUBLIC DEFENDER CONTRACT
For Attorney's Services Rendered
Under Court Appointment

WHEREAS, ROBERT ZERNICH, (hereafter "Attorney") and Plumas County, a political subdivision of the State of California (hereafter "County") seek to enter this contract; and,

WHEREAS, on April 1, 2022, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Qualifications:** Attorney is qualified to practice law in California and to perform this contract. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).

2. **Term of Contract:** This contract shall commence with an effective date of April 1, 2022 and end on July 31, 2022, unless terminated earlier in accordance with paragraph 13 below. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Attorney from April 1, 2022 to date of approval of this contract by the Board of Supervisors.

3. **Attorney's Services:** Attorney's services shall be limited annually to approximately one-third (1/3rd) of the total appointments made by the County's courts and, more specifically, to one-third (1/3rd) of each type of case as described more fully in Paragraph 4, below. The Attorney acknowledges that one-third (1/3rd) is an approximation, and agrees not to refuse appointments on the ground of disproportionality, prior to conferring in good faith with the County Counsel or Superior Court Judges.

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to represent defendants as excluded below:

(1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.

4. **Appointment Process:** In order to ensure that the Attorney receives the correct one-third (1/3rd) proportion of cases annually, and to provide for alternative arrangements

____ Attorney's Initials

County Initials ____

when the Attorney is unavailable, the following process shall be used:

(a) Monthly Reports on Appointments: By the fifteenth (15th) day of each month (e.g., January 15, February 15, etc.), the Attorney shall make a written report to the County Counsel, or such other County office designated as County's representative by the Board of Supervisors, identifying each court appointment for the prior month. Each appointment shall be categorized under one of four separate categories as follows: Felonies, Misdemeanors, Juvenile, Other. For each appointment there shall be stated the date of appointment, the case number, court, and the code section describing the charge or proceeding. If the Attorney does not timely make such written report, the County may withhold sums due to the Attorney until the Attorney delivers the late written report to the County.

(b) Monthly Report Summaries: County Counsel shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

(c) Attorney Availability: The scheduling of court appointments shall be arranged between the Attorney and the Superior Court Judges according to the following criteria:

(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County's monthly report summaries to permit each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors such as: conflicts of interest; past representation of the same client; and the availability

of other contract public defenders.

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

5. Cases Pending on Commencement of Contract: Public defender cases to which the Attorney was appointed by County's courts prior to April 1, 2022, shall continue to be handled by the Attorney and shall be included in the services for which compensation is made under this contract If within the scope of services provided by this contract. Subject to appointment by the Court in such cases, Attorney agrees to take over the public defender caseload to which attorney Jacob Zamora was appointed by the County's Courts prior to the effective date of this contract.

6. Compensation: The Attorney shall be compensated monthly on the first day of each month following the month when services are rendered, based on a rate of \$9,178.61 per month as the total compensation due Attorney under the contract. Compensation shall increase 1.5% each year thereafter. Except as set forth below, this monthly compensation is the total compensation due Attorney under the contract.

(a) Long Trials: For any trial exceeding five days, the Attorney shall be paid at the rate of \$57.50 per hour for all work after the fifth day.

(b) Complex Pretrial Preparation: For cases involving extraordinarily complex pretrial preparation, in excess of 20 hours, the Attorney may be entitled to additional compensation at the rate of \$57.50 per hour upon approval by the court. The Attorney shall be responsible for making and preserving records justifying the amount of additional compensation.

(c) Cases Transferred to Plumas County: The Attorney shall not be required to accept appointment to cases which have been transferred by another jurisdiction for trial in Plumas County, but the Attorney may accept such cases and be paid by the transferring court by agreement pursuant to Penal Code §987.2.

7. Expenses of County: The County shall pay for all services of a court reporter when such services are required by law. Subject to court approval, the County shall also pay all witness fees, including expert witnesses, laboratory services and forensic services. The costs of investigative personnel in non-routine cases, where there is prior court authorization, shall be paid by the County. Appointment of counsel other than the Attorney shall be an expense of the County when:

(a) The court finds that a case is so complex that it requires legal specialization the Attorney does not possess.

(b) The court finds a conflict of interest in appointing the Attorney.

____ Attorney's Initials

County Initials ____

(c) The court transfers venue outside of the County.

(d) The court substitutes another attorney to resolve a scheduling conflict in or between the courts.

8. **Private Practice:** The Attorney shall be permitted to engage in private practice to the extent that there is not substantial interference with performance of this contract. The Attorney shall be prohibited from privately representing any person who has previously appeared unrepresented in court on the same matter, who requested a court-appointed attorney and the Attorney declined to be appointed to the case.

9. **Client Reimbursement of County:** In relation to proceedings by the courts to obligate clients of court-appointed attorneys to reimburse some or all of the County's costs for provision of legal service, the Attorney shall:

(a) Comply with California Government Code section 27707; and,

(b) Advise the Court, in general, about how to raise the level of client reimbursements for public defender services.

10. **Independent Contractor:** The Attorney's relationship to the County is one of independent contractor and not employment. Attorney represents and warrants that Attorney is engaged in a profession described by California Labor Code section 2783 as a lawyer holding an active license from the State of California. Attorney represents and warrants that Attorney maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Attorney shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. Attorney shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in this contract without restriction by County. County is interested only in the results to be achieved from Attorney's performance of the services. Attorney shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Attorney shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding Attorney's performance or activities, before or after each instance, that Attorney may perform under this Agreement. Attorney will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Attorney of any representation, warrant or agreement made by Attorney hereunder or arising out of Attorney's services.

11. **Insurance:** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for criminal work increase

____ Attorney's Initials

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County Initials ____

substantially, the Attorney may notify the County Administrator to open the contract to discuss an increase in compensation only to cover those cost increases.

12. **Termination of Contract:** Upon termination of this contract, the Attorney shall request the court to be relieved of pending cases except those set for trial. If the court denies a request, the Attorney shall be entitled to reasonable compensation for his or her services In that case, as determined by the court.

Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty days prior to the date the termination will take effect; provided, that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

14. **Signatures:**

ATTORNEY
State of California

By 
Robert Zernich

By _____

Dated: 4/8/2022

COUNTY OF PLUMAS

By _____
Kevin Goss, Chair
Board of Supervisors

Dated: _____

APPROVED AS TO FORM:


Gretchen Stuhr
County Counsel

The Plumas County Superior Court has determined that the ROBERT ZERNICH possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

Dated: 4/11/22, 2022



PLUMAS COUNTY SUPERIOR COURT
By Hon. ~~Janet Hill~~, Presiding Judge
DOUGLAS PROUTY



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone:(530) 283-6240 Fax: (530) 283-6116

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

April 4, 2022

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

SUBJECT: Approve and Authorize Chair to sign agreement between County of Plumas Board of Supervisors and Arcadis U.S., Inc. for assistance with Beckwourth Complex and Dixie Fire Recovery Efforts

Background:

In August 2021 the Dixie Fire tore through Plumas County leaving destruction in its wake. The County put out a Request for Proposals looking for companies to assist in the aftermath, including recovery, from the fire. Arcadis U.S., Inc. had the successful proposal. Arcadis estimates the cost to the County could be up to \$2 million dollars for their services, however, the initial amount of this agreement is \$500,000.

Proposal:

The County Counsel's Office seeks either approval of the attached Agreement or seeks further direction from the Board of this matter.

Action:

It is recommended that the Board of Supervisors either approve the attached Agreement or provide other direction to staff.

END OF MEMORANDUM

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **County Administrator** (hereinafter referred to as “County”), and Arcadis U.S., Inc., a Delaware Company (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed five hundred thousand Dollars (\$500,000.00).
3. Term. The term of this agreement shall be from May 3, 2022 through January 31, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

_____ COUNTY INITIALS

- 1 - CONTRACTOR INITIALS _____

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any negligent error or omission 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 acts, omissions, negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- 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. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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

CONTRACTOR has disclosed to the COUNTY that the Pacific Gas & Electric Company (“PG&E”) is a past and current client of CONTRACTOR. The COUNTY and CONTRACTOR agree that CONTRACTOR’s scope of work under this Agreement will not include services that either the COUNTY or CONTRACTOR view as adverse to the interests of PG&E, and specifically, will not include any type of litigation support or claim support that involves PG&E.

22. Force Majeure. Neither COUNTY nor the CONTRACTOR, including the CONTRACTOR’s subcontractor(s), if any, will be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
23. Invoicing and Payments. For services satisfactorily rendered and upon receipt and approval of the invoices, the COUNTY agrees to compensate the CONTRACTOR for services performed in accordance with the rates specified herein (Exhibit B) within 30 days of COUNTY’s receipt of such invoices.
 - a. CONTRACTOR shall submit invoices not more than bi-weekly (every two weeks) via email to [REDACTED].
 - b. Invoices shall include the following information:

- i. Contractor's company name and address
- ii. Date invoice was submitted
- iii. Billing Period
- iv. Project Name and Contract Number
 - v. Specified invoice number containing a unique ID
- vi. Overall total of invoice
- vii. Quantity of contract line item
- viii. Rate of contract line item
- ix. Overall total of contract line item (for services billed within invoice period)
- x. Clear, scanned, copies of any receipts and/or other supporting documents relating to costs billed.

24. Changes. At any time after execution of this Agreement, COUNTY may request changes in CONTRACTOR services consisting of additions, deletions, and revisions within the general scope of services being performed by CONTRACTOR under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if COUNTY has notified CONTRACTOR of a change, CONTRACTOR shall submit to COUNTY within a reasonable time a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. In addition, should CONTRACTOR be obstructed or delayed in the commencement, performance or completion of the services, without fault on its part, then CONTRACTOR will be entitled to an adjustment in compensation and/or an extension in the schedule.

Notwithstanding the above, COUNTY may direct CONTRACTOR in writing to perform the change prior to approval of price and schedule adjustments by COUNTY. If so directed, CONTRACTOR shall not suspend performance of this Agreement during the review and negotiation of such change, as long as the change is a reasonably foreseeable alteration of the services originally contemplated.

25. Limitation of Liability. Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONTRACTOR and its directors, officers, employees, agents or subcontractors (collectively "CONTRACTOR Parties"), to COUNTY and anyone claiming by, through, or under COUNTY for any and all injuries, claims, losses, expenses, costs, attorneys' fees and damages whatsoever arising out of, resulting from, or in any way related to the services or this Agreement shall not exceed the fees paid to CONTRACTOR under this Agreement

Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, in no event shall either COUNTY or CONTRACTOR be liable to the other party for any incidental, indirect, punitive or consequential damages including, but not limited to, loss of revenues or profits, cost of capital, loss of use or opportunity, cost of substitute facilities, good or services arising out of, resulting from, or in any way related to the Project, CONTRACTOR services or this Agreement.

The releases, waivers and limitation of liability set forth in this Section shall apply irrespective of the cause including, but not limited to, the negligent acts or omissions, strict liability, fault, breach of contract, tort, indemnity obligations, or breach of express or implied warranties by or termination of the party whose liability is released, waived or limited.

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

COUNTY:

County Administrator
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971
Attention:

CONTRACTOR:

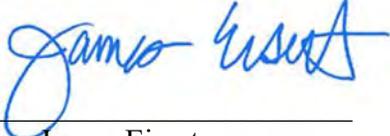
Arcadis U.S., Inc.
101 Creekside Ridge Court, Suite 200
Roseville, CA 95678
Attention: James Eisert

27. 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.
28. 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.
29. 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.
30. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Arcadis U.S., Inc., a Delaware corporation

By: 

Name: James Eisert
Title: Vice President
Date signed: 4/07/2022

By: 

Name: Lynne Fenley
Title: Vice President
Date signed: 4/7/2022

COUNTY:

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

By: _____

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

ATTEST:

Heidi White
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Gretchen Stuhr
Plumas County Counsel

EXHIBIT A

Scope of Work

Strategic Planning and Project Tracking to include, but not limited to, preparing and maintaining critical contract lists and project tracking mechanisms, collaborating with the County on project formation, including damage assessments, information gathering, and project development.

Document Control and Data Management to include assisting the County to establish programmatic document control, file retention system and data management processes and to provide post-award grant administration including intake of required property specific information and necessary forms.

Public Information Officer and Public Liaison Assistance including the drafting of media releases, preparing content for Plumas County social media sites and performing video services to improve communications with the County disaster victims and residents.

Interagency Communication and Coordination including interaction and communication with County, State and Federal damage assessment teams, coordinating County's weekly Debris Removal Operations Center meetings, among other duties as needed.

General Financial Accounting Assistance including management of financial accounting needs including documentation for full eligible reimbursement, development of financial models to assist County staff and decision makers concerning projections of anticipated revenue changes for both long and short term effects of the fire; assist the County in insurance claim preparation, coordination and advice through insurance adjustment process.

Insurance Collection Activities:

The Federal Emergency Management Agency (FEMA), approved Private Property Debris Removal in response to the Beckwourth Complex and Dixie Fires, and the California Governor's Office of Emergency Services (CalOES) and other partners established the Consolidated Debris Removal Program, to safely remove potentially hazardous ash and debris from affected private and approved public properties ("Government Program"). FEMA subsequently approved the removal of hazard trees as part of Private Property Debris Removal, and CalOES and other partners established a hazard tree removal program, also known as the Government Program, to safely remove hazard trees threatening public roads, rights-of-way, and eligible private roads.

Property owners ("Owners") submitted a Right-of-Entry Permit ("ROE") to participate in the Government Programs. The ROE includes a section on reimbursement indicating that all debris and/or hazard tree removal activities are provided by the Government at no direct cost to Owner. However, the Owner agrees to file an insurance claim if Owner possesses insurance. The section also outlines that State and federal laws require Owner to assign any debris or hazard tree removal insurance proceeds to the Government to avoid a duplication of benefits pursuant to 42 USC 5155; 44 CFR 204.62.

Approximately [redacted] Owners within the Beckwourth Complex and Dixie Fires area who enrolled in the Government Program for debris removal indicated there was an insurance policy in effect at the time of the Beckwourth Complex and Dixie Fire. Approximately [redacted] Owners within the Beckwourth Complex and Dixie Fires area who enrolled in the Government Program for hazard tree removal indicated there was an insurance policy in effect at the time of the Beckwourth Complex and Dixie Fires. COUNTY obtained insurance policy information from Owners when it collected ROEs for both programs. COUNTY collected insurance proceeds from approximately [redacted] parcels to date.

In accordance with the CalOES approval for Private Property Debris Removal, COUNTY is required to make reasonable efforts to collect insurance funds allocated for removal of fire debris and/or hazard trees to prevent a duplication of benefits to the Owner pursuant to 42 USC 5155; 44 CFR 204.62. COUNTY is retaining CONTRACTOR for these Insurance Recovery Services and the associated tasks to prevent duplication of benefits are outlined below.

CONTRACTOR RESPONSIBILITY FOR INSURANCE COLLECTION ACTIVITIES

Task A: Project Management

The COUNTY shall identify a Point of Contact at the COUNTY who will be responsible for coordinating with the CONTRACTOR regarding insurance collection activities. The COUNTY Point of Contact shall provide a comprehensive status of all insurance collection activities to date and shall remain available for questions and/or meetings when requested by the CONTRACTOR.

CONTRACTOR shall be responsible for insurance collection activity project management including:

- Preparing and updating reports and documents that comply with FEMA reporting requirements for potential reimbursement.
- Preparing a detailed Insurance Recovery Work Plan to demonstrate the process workflow and objective for insurance collection activities.
- Maintaining and revising the Work Plan when necessary and providing it to the COUNTY for routine review and approval.
- Conducting calls and meetings as needed with COUNTY to review the Work Plan and associated timelines.
- Conducting a brief bi-weekly status conference call to discuss updates or concerns regarding insurance collection activities.
- Maintaining the overall insurance collection information regarding the Dixie and Beckwourth Complex Fires program for the COUNTY.

Task B: Determination of Available Insurance Coverage per Assessor's Parcel Number ("Parcel")

CONTRACTOR shall be responsible for using COUNTY's records for determining which Parcels have insurance coverage. CONTRACTOR shall:

____ COUNTY INITIALS

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- Identify Parcels with known or uncertain OWNER insurance coverage and maintain a database of property-specific debris and hazard tree removal cost information and/or other related data fields.
- Follow up on incomplete or non-responsive requests for insurance policy information.
- Determine if additional insurance collection activities are need for parcels on which COUNTY has already received payments.

Task C: Personal Identifying Information

In accomplishing the Insurance Recovery Services, CONTRACTOR will receive or develop information, data, records, or other materials that contain personal identifying information ("PII") or that are confidential or otherwise private and/or sensitive. CONTRACTOR shall maintain and protect such information to the fullest extent of State and federal law using transparent data encryption, transport layer security, multi-factor authentication, and/or storing data on FedRAMP high-security servers that meet the US Department of Defense Impact Level 4 security requirements. CONTRACTOR shall provide copies to COUNTY of applicable policies, procedures, and best practices that mitigate risk of noncompliance and promote confidential environment for personal information, records, or materials.

Task D: Public Outreach

CONTRACTOR shall:

- Establish, maintain, and operate a County webpage to include a telephone number, email address, and mailing address to facilitate communication and operations essential to the Insurance Recovery Services.
- Conduct public relations and prepare outreach materials describing the insurance collection, ensuring that information relating to obtaining insurance policy information and cost recovery from insurance reaches the affected owners.
- Prepare sufficient copies of public relations outreach materials for required mailings and postings to Owners. COUNTY shall provide material and/or equipment required for copying and mailing outreach material.
- Allow COUNTY the opportunity to review all public outreach materials.
- CONTRACTOR may perform work both remotely and in Butte County during the term of the contract. CONTRACTOR shall make qualified staff available in-person in Butte County throughout the term of the contract for Owners who request in person appointments.

Task E: Insurer and Property Owner Notice

CONTRACTOR shall notice Insurers and Owners as needed to conduct Insurance Recovery Services. CONTRACTOR shall:

- Create Insurer Notices for each Parcel, including a letter to the Insurer, cost table detailing property cleanup costs for the Parcel enrolled in the Government Programs, a copy of the ROE, the Final Report, and necessary supporting documentation.

- Make a reasonable effort for each Insurer Notice to meet the standards of Insurers requirements for payment.
- Notify the Insurer by first class mail ("Insurer Notice") and email, if available, of the existence of the Government Program, that the insured has opted to participate in the Government Program, and that the insured has assigned his or her coverage benefits to COUNTY. COUNTY will provide material and/or equipment required for copying and mailing Insurer Notice.
- Send a second Insurer Notice by certified mail if no payment or response is received from the Insurer within 30 days of the first Insurer Notice. COUNTY will provide record of insurance payment to CONTRACTOR. CONTRACTOR shall manage a database that tracks mail submittal dates, record of payments, and other relevant information as coordinated with the COUNTY.
- Determine appropriate allowances and liabilities for each Parcel to prevent duplication of benefits pursuant to 42 USC 5155; 44 CFR 204.62.
- Send two payment requests, one by first class mail and one by certified mail, to the Owner, similar to the Insurer Notice if the Insurer indicates that payment has been made to the policyholder.
- CONTRACTOR shall recognize Owner costs for those Owners who provide receipts for eligible debris and/or hazard tree removal take priority in payment over the Government Program costs;
- CONTRACTOR shall recognize that reimbursement for debris and/or hazard tree costs related to the Dixie and/or Beckwourth Complex Fires incurred by the Owner within three years of the date of damage, and not included in the Government Program, shall take priority over reimbursement for the Government Program. Owner shall provide receipts to CONTRACTOR for non-eligible debris removal and/or hazard tree removal work completed on the Parcel. CONTRACTOR shall retain receipts and related paperwork for eligibility review and approval.
- CONTRACTOR shall make reasonable efforts to collect the unused benefit amount (if any) in a coverage category after a structure is rebuilt if coverage for these activities is not a separate insurance category. The ROEs include sections describing assignment of insurance for policies with specific debris or hazard tree removal insurance coverage and those policies with no specified insurance coverage.

Task F: Insurance Recovery Payments

CONTRACTOR shall be the main point of contact with Insurers and property owners; however, the COUNTY will provide a comprehensive list of activities to date and daily updates to the CONTRACTOR as the COUNTY may also continue to receive information from the public. The CONTRACTOR will coordinate routinely with the COUNTY Point of Contact as necessary to maintain status updates. Payments for insurance recovery shall be directed to COUNTY'S AUDITOR-CONTROLLER OFFICER by mail at 520 Main Street, Room 2, Quincy, CA 95971. CONTRACTOR shall direct all insurers and property owners to make payments directly to COUNTY with instructions for how to make a payment. THE COUNTY AUDITOR-CONTROLLER OFFICER shall provide routine updates to the CONTRACTOR regarding all payments received for tracking purposes. Payments made directly to CONTRACTOR from Insurers or Owners shall be forwarded to COUNTY in the same manner identified on the

Insurance Notices. CONTRACTOR shall maintain an ongoing tracking and accounting of accounts receivable. Documents and records shall be considered the property of COUNTY.

Task G: Documentation and Reporting

CONTRACTOR shall be responsible for documenting insurance recovery activities for each Parcel and developing and maintaining reports.

CONTRACTOR shall at a minimum document and report:

- An inventory of owner's insurance-related data fields
- Property-specific debris removal cost information
- Inventories of insurance companies and contacts
- Eligible Owner costs for those Owners who provide receipts for debris and/or hazard tree removal that take priority in payment over the Government Program costs
- Correspondence with the Insurer or Owner
- All payments received and eligible expenses deducted for each parcel
- A list of Insurers including contact information

CONTRACTOR shall prepare an electronic inventory of Owner's insurance-related data fields. CONTRACTOR shall develop and maintain necessary reports for required reporting to FEMA and CalOES.

Contractor Milestones:

CONTRACTOR shall issue Insurer Notices within 60 days after receiving a comprehensive list of Eligible Owner information. CONTRACTOR shall maintain Insurance Recovery public outreach for the duration of the contract. CONTRACTOR shall meet timelines established in the Insurance Recovery Work Plan.

Contractor Reports:

CONTRACTOR shall submit weekly status reports to COUNTY with updates on the progress of the Insurance Recovery Services. CONTRACTOR shall submit a final report conforming to FEMA and CalOES requirements for insurance recovery to prevent duplication of benefits including, but not limited to the property owner, the insurance company, the property address, debris or hazard tree removal completion date, and amount remitted per Parcel.

GRANTS AND FUNDING ADMINISTRATION

Tasks that may be required to be performed by the CONTRACTOR under the Grants and Funding Administration Task are described in this section.

FEMA Public Assistance Support

FEMA's Public Assistance (PA) Program provides supplemental grants to state, tribal, territorial, and local governments, and certain types of private non-profits so that communities can quickly respond to and recover from major disasters or emergencies. The CONTRACTOR shall support the COUNTY with the administration of FEMA's PA Program. The following activities may be performed by the CONTRACTOR as appropriate and in coordination with the COUNTY.

Project Worksheets

- Review existing Project Worksheets (PWs) to understand the status and needs of grants under the PA program.
- Review with the County the details of each PW to determine if the scope identified is sufficient to bring the damaged facility back to its pre-disaster design and function and if there are any opportunities for mitigation. For PWs where additional scope or costs are needed, prepare a Version Request (VR) to request FEMA to version the PW to include the necessary scope and costs.
- Identify projects in FEMA's Grants Portal with Requests for Information (RFIs) and determine the status of the County's response including due dates.
- Identify PWs that have been denied by FEMA and support the County in determining if an appeal is warranted and if the deadline to file such an appeal is not yet passed.
- Identify PWs for which there is more scope and therefore more costs to return the facility to its pre-disaster design and function than was approved. Identify hazard mitigation opportunities with these projects. Prepare requests for PW VRs for these projects.
- Prepare appeals where appropriate for County approval and submittal to FEMA through Cal OES.
- Identify PWs that have been approved and determine the status of soliciting an engineer and/or contractor to implement the project.
- For projects where the design engineer or contractor determines that the scope or costs are larger than that approved in the PW, or if there is a mitigation opportunity, prepare VRs to support additional scope or costs in the PW.
- Prepare close out packages for each project that is completed.

Procurement Support and Compliance

- Review the County's procurement process for compliance with federal requirements.
- Support the County in preparing procurement packages that comply with federal contracting requirements.
- Support the procurement process for FEMA-funded projects including requiring engineers and contractors to comply with federal procurement requirements such as tracking costs and submitting detailed invoices including timesheets and proper back up for direct costs so that sufficient information is available to submit Requests For Reimbursement (RFRs) to FEMA.

Invoicing and RFRs

____ COUNTY INITIALS

- 14 - CONTRACTOR INITIALS ____

- Review invoices from engineers and contractors for compliance with the invoicing requirements.
- Prepare RFRs for FEMA-funded projects and track the status of the requests from submittal to Cal OES and then FEMA through reimbursement to the County including responding to RFIs that may be requested by either agency.

Audit Support, Tracking, Record Keeping

- Review the County’s record keeping procedures for compliance with the requirements for receiving reimbursement from FEMA.
- Establish tracking and document control system to track the costs both internal to the County as well as contractors related to expenditures under the PA program to facilitate reimbursement.
- Prepare audit file to support future federal audits to help the County keep the funds that have been provided to complete work associated with the PA program.

Resilience, Recovery, and Mitigation Grants

The CONTRACTOR will assist the County in identifying strategic grant opportunities that align with the identified priority needs associated with resilience, recovery, and mitigation related to the Dixie Fire and Beckwourth Complex. Potential tasks that may be required are described in this section.

Needs Analysis and Funding Opportunity Tracking

- COUNTY Needs Analysis and Funding Strategy – The CONTRACTOR shall conduct an analysis of potential funding opportunities, including leveraging multiple sources to minimize client investment and expenditure. The CONTRACTOR shall provide a framework to guide how multiple grant funding sources can be leveraged to offset costs and balance new projects.
- Ongoing Funding Opportunity Tracking – Assist in monitoring existing and future grant opportunities. New funding opportunities may originate through congressional and state appropriations or after a major disaster declaration. There may be local resources as well as private investment to capitalize on meeting goals. Additionally, specific grant funding and other revenue mechanisms may be discovered or developed that can be utilized to minimize investments made from existing budgets.

Grant Application Scoping and Development

- Application Development – Grant application packages will satisfy the specific requirements for submission to each program. Although these requirements may vary according to the funding source, it is expected that this will include, but is not limited to:
 - Project need
 - Relevant hazard or vulnerability

- Engineering and design
- Outputs and outcomes
- Cost estimate
- Examination of alternatives
- Benefit Cost Analysis (BCA)
- Environmental and historic preservation review
- BCA Development – Many grants require a BCA
- Requests For Information (RFIs)

Grant Management

- Pre-Award
- Award
- Post-Award
- Closeout
- Post-Closeout

Regulatory Compliance

- Grant Liaison - Multiple layers of government must work together to meet the goal of a quick, efficient, and effective project development and program delivery. The CONTRACTOR shall ensure coordination across multiple entities.
- Uniform Guidance in 2 CFR 200 – The Uniform Guidance provides a government-wide framework for management of all federal grants. The CONTRACTOR will provide guidance to the COUNTY to ensure that proper documentation of expenses and cost codes are followed. The CONTRACTOR will provide guidance, training, and development of critical policies which reduce or eliminate known compliance risks. The CONTRACTOR will monitor operations with an eye toward safeguarding federal funds against fraud, waste, and abuse and make every effort to design and implement projects with these requirements in mind.
- Environmental - The CONTRACTOR may need to monitor and review activities for environmental compliance.
- Audit Support – The CONTRACTOR shall review completed projects for compliance with the federal requirements related to submission for an audit, develop and prepare all audit reports required by the COUNTY, and support to the external auditor with any program-specific policies and procedures necessary for them to review internal controls, compliance requirements, suggested audit procedures, and reporting requirements. The CONTRACTOR will also follow up on findings to ensure recommendations and any corrective actions are implemented.

EXHIBIT B

Fee Schedule



JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: **May 3, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve and authorize the Director of Facility Services & Airports to waive the rental fee for The Almanor Foundation, for a community fund raising event on July 16, 2022 at Chester Park.

Recommendation

Approve and authorize the Director of Facility Services & Airports to waive the rental fee for The Almanor Foundation, for a community fund raising event on July 16, 2022 at Chester Park.

Background and Discussion

The Almanor Foundation has respectfully requested to waive the rental fees for the use of Chester Park on July 16, 2022 for a community fund raising event. The event will be "The Battle of the Brews" and will feature 10-12 local and national breweries, Hard cider vendors, local food caterers, live music, and a "not so quiet" silent auction. The money that is raised, will be for the benefit of the Chester Plaza.

After reviewing the request, Facility Services has no issue with deviating from the fee schedule.



We envision a community actively engaged in creating opportunities for growth, and an equitable, healthy and rewarding quality of life for all.

Our mission is to be the catalyst that inspires ideas, sparks action and connects members of the community with the funding and resources needed to improve quality of life.

The Almanor Foundation
278 Main Street • PO Box 949,
Chester, CA 96020
530.268.5422
Admin@TheAlmanorFoundation.org
TheAlmanorFoundation.org
501 (c) (3) Fed Tx ID: 86-2462099

March 7, 2022

Plumas County Facility & Airport Services
198 Andy's Way
Quincy CA 95971

To Whom It May Concern:

The Almanor Foundation is requesting a waiver of fees for the use of Chester Park on July 16, 2022, for the purpose of a community fund-raising event to be held for benefit of the Chester Plaza.

The Almanor Foundation is a nonprofit public charity our 501(c)(3) designation Fed ID # 86-2462099.

The event will be "The Battle of the Brews" and will involve 10-12 local and national artisan craft breweries; several hard cider vendors; local food caterers, live music by the much-loved Cajun group, Flambeau, along with a "not-so-quiet" silent auction.

Should you need additional information concerning the event or The Almanor Foundation, please do not hesitate to contact me at (530) 268-5422 or via email at MStout@TheAlmanorFoundation.org.

Thank you in advance for your consideration of our request.

Sincerely,

Moorea Stout
Executive Director



JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: **May 3, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve and authorize the Director of Facility Services & Airports to waive the rental fee at the Plumas County Courthouse, for the Quincy High School Senior Expo on May 26, 2022 from 4:00-6:00pm.

Recommendation

Approve and authorize the Director of Facility Services & Airports to waive the rental fee at the Plumas County Courthouse, for the Quincy High School Senior Expo on May 26, 2022 from 4:00-6:00pm.

Background and Discussion

Jennifer Nesbit/Quincy Junior/Senior High School has respectfully requested to waive the rental fees at the Plumas County Courthouse on May 26, 2022 from 4:00-6:00pm for their Senior Expo.

This event has been done in the past as a way to showcase Senior projects for family, friends, and the community to see.

After reviewing this request, Facility Services has no issue with deviating from the fee schedule.

Quincy Junior/Senior High School

6 Quincy Junction Road, Quincy, CA 95971

Telephone (530) 283-6510 Fax (530) 283-6519

Principal, Mrs. Jennifer Scheel

Vice Principal, Mr. Jason Hawkins

April 13, 2022

To Whom it May Concern:

I would like to request that our graduating seniors be able to have their Senior Expo in front of the courthouse on May 26th from 4:00-6:00pm.

This event has been done in the past as a way to showcase their senior projects for their families, friends and community to see. Since Covid began in March of 2020 this event has not happened.

I feel it is extremely important to bring this event back for our seniors and have them involved with the community again through this event. Our seniors have waited a long time to get to this point and we are so proud of their accomplishments and the hard work they have put in on their senior projects.

QJSHS will do all the setup, take down and clean up for this event. I would like to request that the facility use fee for this event be waived for the graduating class of 2022.

Thank you for your consideration.

Jennifer Nesbit
Administrative Assistant, QJSHS
(530) 283-6510 ext#5101



JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: May 3, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and Sierra Buttes Trail Stewardship (SBTS) for OHV trail maintenance, repair, and construction.

Recommendation

Approve and authorize Board Chair to sign agreement between Facility Services and Sierra Buttes Trail Stewardship (SBTS) for OHV trail maintenance, repair, and construction.

Background and Discussion

SBTS is a non-profit organization and grant-funded by the State of California OHV division. Plumas County is the grant administrator and has partnered with SBTS for several years. Contracts between SBTS and Plumas County are reimbursed 100% by the State of California. SBTS builds, maintains, and repairs many of the intricate trail systems in Plumas County on Mt. Hough and Mt. Claremont as well as trail systems in the eastern part of the county. This 3-year contract is specifically for the development and construction of 17.5 miles of Class II motorized trails on Mt. Hough.

Contract not to exceed \$488,337.00.

Mt. Hough Phase II Development Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in 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 **Four hundred eighty eight thousand three hundred thirty seven dollars and 00/100** (\$488,337.00) after referred to as the “Contract Amount”, unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be **March 17, 2022**. All work except for reporting and invoicing shall be completed by **March 16, 2025** subject to change as stated in sections 15 and 16. County’s Board of Supervisors hereby ratifies and approves for payment, services provided by Sierra Buttes Trail Stewardship from March 17, 2022 to date of approval of this Agreement by Board of Supervisors.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County’s Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County’s cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor

shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
 - d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of

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

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

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

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

obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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

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

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

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

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

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

County:

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

Contractor:

Sierra Buttes Trail Stewardship
550 Crescent Street
Quincy, CA 95971

Attention: Greg Williams

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

CONTRACTOR:

Sierra Buttes Trail Stewardship,
a California non-profit corporation

By: _____
Name: Greg Williams
Title: CEO

By: _____
Name: Kyla Pascucci
Title: Secretary

COUNTY:

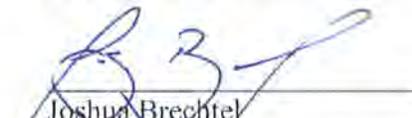
County of Plumas, a political subdivision of the
State of California

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

Attest:

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

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

4/11/2022

EXHIBIT A

Scope of Work

Background: Contractor and Plumas County are mutually interested in providing maintenance on portions of the Mount Hough Trail System (“MHTS”) as well as trails by Snake Lake and Claremont which includes developed motorized single track and motorized quad trails. These routes were created and currently exist on the landscape, but require maintenance to bring them up to U.S. Forest Service specifications and to provide vital linkages within the trail network. Plumas County has been selected to receive a grant from the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, and funds from the grant (G21-03-84-D01) are to be used by Plumas County to complete the proposed project activities.

Purpose: The purpose of this agreement is to document the cooperation between the parties to develop new motorized multi use trails on the Mt Hough Trail System on the Plumas National Forest.

Incorporated Documents: The Project Agreement between the County and the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, No. G21-03-84-D01 (“State Project Agreement”), is attached hereto as Exhibit A-2 and hereby incorporated by reference into this agreement. Contractor shall not act in any way as to cause the County to breach the State Project Agreement.

In furtherance of these ends, Contractor shall:

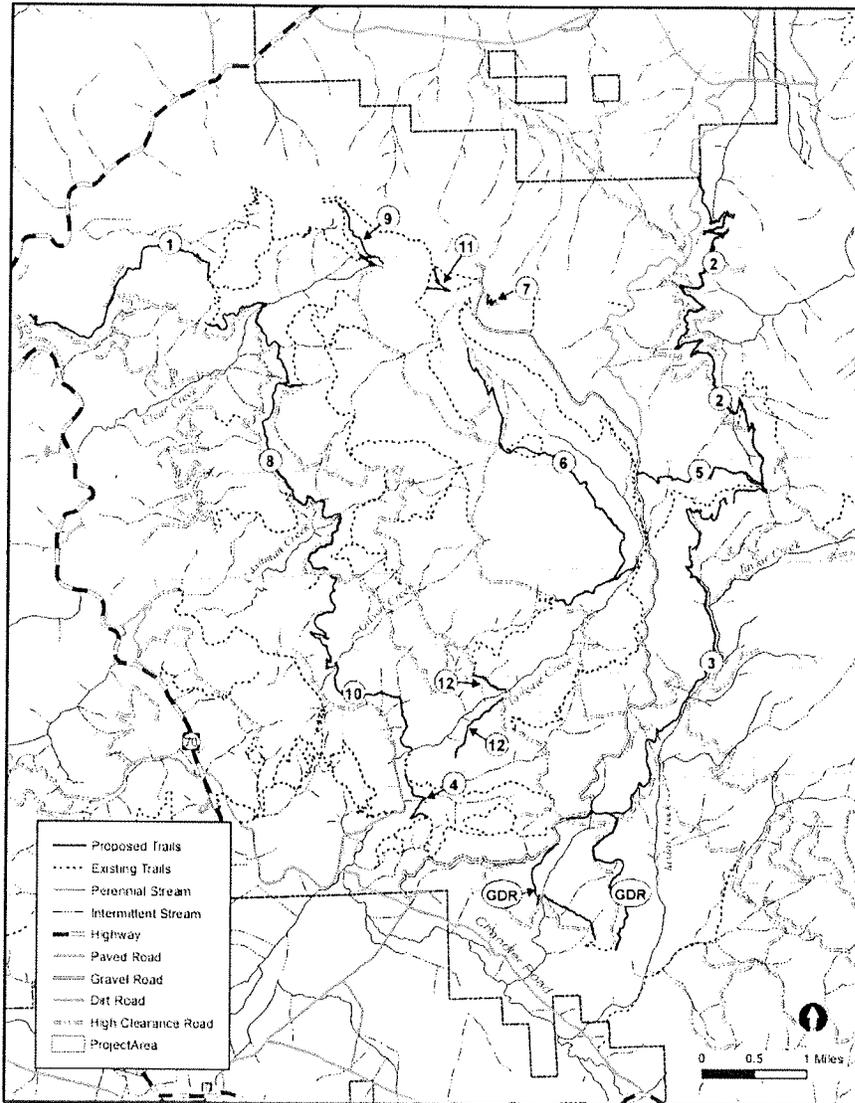
1. Provide all labor and direct supervision, training, transportation, equipment, tools and other support as needed to complete the scope of work.
2. Construct 17.5 miles of class II motorized trails on the Mt Hough Trail System following best practices.
3. Complete all necessary monitoring and reporting including soil monitoring and habitat management plan
4. Volunteer Opportunities- Volunteer workdays will be offered throughout the season and provide opportunities for the public to learn about and participate in the project and to learn Tread Lightly techniques and proper trail etiquette. Volunteers help construct trails.
5. Adhere to the Minimum Design Parameter Guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 (Exhibit A-1) on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7' and clearing width of 36"-48" (light vegetation may encroach into clearing area. Quad trails will have a designated tread width of 50". Design clearing height will be 6'-7' and clearing width of 72" (light vegetation may encroach into clearing area).

- 6.. Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues.
7. Provide opportunities for the community to become engaged in a meaningful outdoor project through organized volunteer workdays.
8. Submit all reports as required in the State Project Agreement.
9. Submit semi-annual reports to the U.S. Forest Service. Performance reports must contain information on the following: (1) a comparison of actual accomplishments to the goals established for the period - where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful; (2) reason(s) for delay if established goals were not met; (3) additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. These reports are due 30 days after end of each reporting period established by the U.S. Forest Service. The final performance report shall be submitted either with Contractor's final payment request, or separately.
10. If applicable, use any U.S. Forest Service vehicles and equipment only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement. Maintain such vehicles and equipment according to the schedule listed in their owner's manuals and usual and customary standards of maintenance.

EXHIBIT A-1

Minimum Design Parameter Guidelines

I.



Mt. Hough Trails Phase 2

Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7' and clearing width of 36"-48" (light vegetation may encroach into clearing area. Quad trails will have a

designated tread width of 50". Design clearing height will be 6'-7' and clearing width of 72" (light vegetation may encroach into clearing area).

2. Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues.

EXHIBIT A-2

State Project Agreement

See attached

EXHIBIT B

Fee Schedule

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

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

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

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G21-03-84-D01 PROJECT TYPE: Development

GRANTEE: Plumas County

PROJECT TITLE: Development

PROJECT PERFORMANCE PERIOD: FROM 03/17/2022 THROUGH 03/16/2025

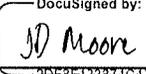
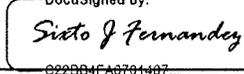
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$490,337.00 (Four Hundred Ninety Thousand Three Hundred Thirty Seven and 00/100)

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

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

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

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> 	AUTHORIZED SIGNATURE: <small>DocuSigned by:</small> 
AUTHORIZED NAME: JD Moore	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Director, Facility Services & Airports	TITLE: Grants Manager
DATE: 3/22/2022	DATE: 3/22/2022

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-33-017		SUPPLIER ID NUMBER: 0000004988		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62677	CHARGE AMOUNT: 490,337.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 21	ENY/STATUTE 2021	FISCAL YEAR: 2021/2022

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Plumas County
Application: Development

APPLICANT NAME :	Plumas County		
PROJECT TITLE :	Development	PROJECT NUMBER (Division use only) :	G21-03-84-D01
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Development activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of the United States Forest Service (USFS) – Plumas National Forest on the Mount Hough Trail System.</p> <p>The Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of the Equipment inventory for the duration of the Equipment's useful life and may only be used on activities that are acceptable to Operation and Maintenance category per Section 4970.10. of the Grants and Cooperative Agreement Program Regulations. Grantee must obtain written Off-Highway Motor Vehicle Recreation (OHMVR) Division approval prior to disposition of all Grant related purchased Equipment and/or Heavy Equipment.</p> <p>The Grantee shall conform to the USFS – Plumas National Forest soil conservation plan and their Habitat Management Plan (HMP). A soil compliance report and the results of the HMP shall be provided to the OHMVR Division at the conclusion of the Project.</p> <p>Grantee is required to provide a minimum of twenty-six (26) percent of the total Project cost in matching funds.</p> <p><u>Project Deliverables</u></p> <ol style="list-style-type: none"> 1. Construction of approximately seventeen (17) miles of singletrack trail that will provide connectivity to the other parts of the Mount Hough trail system and a connection between the town of Quincy and the neighboring town of Taylorsville. <ul style="list-style-type: none"> • Activities includes cut the trail, construct tread, brush out trail corridor, dig backslope, remove debris and install reverse grade dips and other drainage features. • Signing installation <ol style="list-style-type: none"> 1. Activities include directional signage, route marking and OHV education and safety signs. • Construction of a bridge over Gilson Creek. • Developing and execution of contract to build identified item. • Securing all necessary approval and/or permits required. 2. Environmental/Heritage Requirements <ul style="list-style-type: none"> • Soil Monitoring and Reporting, as required <ol style="list-style-type: none"> 1. Activities include completion of required color-coded trail evaluation, assessment of existing conditions, maintenance plan of Project Area, monitoring procedures, wet weather monitoring, compliance reporting, vegetation monitoring. 		

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

<ul style="list-style-type: none"> • HMP Monitoring and Reporting, as required <ol style="list-style-type: none"> 1. Activities include monitoring threatened, endanger and sensitive species and habitats on/near OHV routes, mapping and data collection. 							
Line Item	Qty	Rate	UOM	Total	Grant Req.	Match	
DIRECT EXPENSES							
Program Expenses							
1 Staff							
1. Staff-Plumas County OHV Staff Notes : Plumas County OHV Manager will oversee the Mt Hough Phase II Development project by coordinating with Mt Hough RD, trail contractor to ensure project is up to specifications and on schedule. Plumas County OHV Manager will provide oversight and quality control on ground.	80.0000	25.000	HRS	2,000.00	2,000.00	0.00	
2. Staff-Super Volunteers Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail. Volunteers labor rate is \$29.95/hour as	200.000 0	29.950	HRS	5,990.00	0.00	5,990.00	

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/						
3. Staff-Feather River College-ORL Program Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value	200.000 0	29.950	HRS	5,990.00	0.00	5,990.00
4. Staff-Adopt A Trail Volunteers Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail. Adopt A Trail Volunteers include; Sierra Cycle Mikes Bikes	500.000 0	29.950	HRS	14,975.00	0.00	14,975.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Klean Kanteen REI Patagonia Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/						
5. Staff-Nor Cal Stewardship Camp Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/	250.000 0	29.950	HRS	7,488.00	0.00	7,488.00
6. Staff-Rotary Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail.	150.000 0	29.950	HRS	4,493.00	0.00	4,493.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>The local Rotary was an instrumental partner in completing the first phase of Mt Hough Trail System.</p> <p>Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/</p>						
<p>7. Staff-Plumas Charter School</p> <p>Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut corridor, dig backslope, establish tread, remove debris and install drainage features in new trail. Plumas Charter School has been a long term partner on the Mt Hough Trail System. Geography students surveys and laid out trails for Mt Hough Phase II. Partnership will continue with construction. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at</p>	150.000 0	29.950	HRS	4,493.00	0.00	4,493.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
https://independentsector.org/value-of-volunteer-time-2018/						
8. Staff-TAY Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut corridor, dig backslope, establish tread, remove debris and install drainage features in new trail. TAY is a youth vocational and mental health program that support youth in Plumas County to becoming full functioning members of the community. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/	150.000 0	29.950	HRS	4,493.00	0.00	4,493.00
9. Staff-Lost Sierra Composite Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut corridor, dig backslope, establish tread, remove debris and install	150.000 0	29.950	HRS	4,493.00	0.00	4,493.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
drainage features in new trail. Lost Sierra Composite is a local youth bike league based in Quincy. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/						
10. Staff-Alternative Sentencing Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail. Alternative Sentencing can earn volunteer hours by helping with construction. This partnership began in 2019 and was successful. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-	300.000 0	29.950	HRS	8,985.00	0.00	8,985.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
volunteer-time-2018/						
11. Staff-Quincy Coop Notes : Quincy Coop volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail. This volunteer partnership with the Quincy Coop matches Coop members with volunteer opportunities to receive 9% off groceries. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/	100.000 0	29.950	HRS	2,995.00	0.00	2,995.00
12. Staff-Girls Rite Notes : Girls Rite is a local youth empowerment program. Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in	75.0000	29.950	HRS	2,246.00	0.00	2,246.00

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Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
new trail. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/						
13. Staff-Plumas District Hospital Notes : Plumas District Hospital will provide volunteers as part of their healthy living campaign. Volunteers will provide cut brush out of corridor, volunteer labor towards the project. Volunteers will dig backslope, establish tread, remove debris and install drainage features in new trail. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/	55.0000	29.950	HRS	1,647.00	0.00	1,647.00
14. Staff-Nevada County Woods Riders Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish	150.0000	29.950	HRS	4,493.00	0.00	4,493.00

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Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
tread, remove debris and install drainage features in new trail. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/						
15. Staff-Indian Valley Acadmeny Notes : Indian Valley Academy is in Taylorsville and can directly access trail #2 from their school. Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/	145.000 0	29.950	HRS	4,343.00	0.00	4,343.00
16. Staff-Quincy Community Volunteer Days Notes : The local community of Quincy is	200.000 0	29.950	HRS	5,990.00	0.00	5,990.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
very dedicated and supportive of this project. Local volunteers will attend mid week and Saturday volunteer days to complete project work. Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail. Volunteers labor rate is \$29.95/hour as cited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/						
17. Staff-Shaffers High Sierra Camp Notes : Shaffers High Sierra Camp has provided volunteers on past OHV projects in the Downieville area and on the Mt Hough Trail System. Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig	125.000 0	29.950	HRS	3,744.00	0.00	3,744.00

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Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
backslope, establish tread, remove debris and install drainage features in new trail. Volunteers labor rate is \$29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/						
Total for Staff				88,858.00	2,000.00	86,858.00
2 Contracts						
1. Contracts-Trail Maintenance Contract Notes : rail Maintenance Contract will construct new trails following Forest Service best practices. Contractor will remove brush and trees from the corridor, establish backslope, install reverse grade dips and other drainage features, construct tread, and define critical edge. Contractor will be responsible for bridge construction and ensuring it meets all FS standards. Contractor will purchase and install signage. Sierra Buttes Trail Stewardship, acting as	1.0000	488337.000	HRS	488,337.00	488,337.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
the contractor, has safely built over 100 miles of new trail and maintained over 1,100 miles of trail since 2003. Throughout that time SBTS has kept meticulous data about construction costs based off trail type, soil type, and slope. Based off the Mt Hough Phase II variables SBTS used this historical data to quote construction cost estimates.						
2. Contracts-PNF Public Service Staff Officer Notes : Plumas National Forest Public Service Staff Officer will monitor project ensuring project meets Forest Service best practice standards and following the requirements detailed in the decision memo. Will ensure project minimizes effects to resources on the PNF including water quality, biological species, archaeological resources. This is different duties than the Plumas County OHV	125.000 0	39.900	HRS	4,988.00	0.00	4,988.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Manager. This PNF staff time will be a match to the project. The funds for this staff time comes from the PNF budget. No CA OHV funds will be used to support this PNF staff time.						
3. Contracts-PNF Rec Staff Notes : PNF Rec Staff will complete labors towards the project and ensure project work completed by SBTS contract and volunteers is up to current FS standards and best practices. This PNF staff time will be a match to the project. The funds for this staff time comes from the PNF budget. No CA OHV funds will be used to support this PNF staff time.	300.000 0	28.910	HRS	8,673.00	0.00	8,673.00
Total for Contracts				501,998.00	488,337.00	13,661.00
3	Materials / Supplies					
4	Equipment Use Expenses					
5	Equipment Purchases					
6	Others					

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Plumas County
 Application: Development

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	1. People for Bikes Notes : People for Bikes will provide \$5,000 in cash match towards project costs including labor costs, materials, and equipment.	1.0000	5000.000	EA	5,000.00	0.00	5,000.00
Total Program Expenses					595,856.00	490,337.00	105,519.00
TOTAL DIRECT EXPENSES					595,856.00	490,337.00	105,519.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs-Indirect Costs Notes : Indirect Costs towards project include rent and utilities fees, office supplies, computers, payment requests, grant tracking, reporting, accounting and other staff time.	1.0000	73550.000	EA	73,550.00	0.00	73,550.00
Total Indirect Costs					73,550.00	0.00	73,550.00
TOTAL INDIRECT EXPENSES					73,550.00	0.00	73,550.00
TOTAL EXPENDITURES					669,406.00	490,337.00	179,069.00
TOTAL PROJECT AWARD					490,337.00		

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

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

B. Project Execution

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

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

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

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

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

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

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

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

C. Project Costs

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

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

D. Project Administration

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

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

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

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

E. Project Termination

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

F. Hold Harmless

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

G. Financial Records

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

H. Use of Facilities

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

I. Nondiscrimination

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

J. Application Incorporation

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

K. Severability

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

L. Governing Law

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

Certificate Of Completion

Envelope Id: 2AB85B5C0C044C7F9FBF10E61A250B0D
Subject: Please DocuSign: G21-03-84-D01 Project Agreement.pdf
Template Code:
Source Envelope:
Document Pages: 20
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Matt Whamond
1416 9th Street, Room 950
Sacramento, CA 95814
Matt.Whamond@parks.ca.gov
IP Address: 13.88.65.97

Record Tracking

Status: Original
3/18/2022 9:21:12 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Matt Whamond
Matt.Whamond@parks.ca.gov
Pool: StateLocal
Pool: California State Department of Parks and Recreation

Location: DocuSign
Location: DocuSign

Signer Events

JD Moore
jdmoore@countyofplumas.com
Director, Facility Services & Airports
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
JD Moore
2DF8F133874C43A...

Signature Adoption: Pre-selected Style
Using IP Address: 74.127.123.98

Timestamp

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Resent: 3/22/2022 7:14:59 AM
Viewed: 3/22/2022 10:02:48 AM
Signed: 3/22/2022 10:43:04 AM

Electronic Record and Signature Disclosure:
Accepted: 3/22/2022 10:02:48 AM
ID: 30a7bd29-b8f6-433a-a1ce-d1f7c0ca3203

Sixto J Fernandez
sixto.fernandez@parks.ca.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Sixto J Fernandez
C228B4FA8701407...

Signature Adoption: Pre-selected Style
Using IP Address: 73.12.249.245

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Viewed: 3/22/2022 10:46:36 AM
Signed: 3/22/2022 10:46:48 AM

Electronic Record and Signature Disclosure:
Accepted: 10/28/2020 10:35:37 AM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Mandy Beatty
mandy@sierratrails.org
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/18/2022 9:25:06 AM
Viewed: 3/18/2022 9:44:28 AM

Carbon Copy Events

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Timestamps

3/18/2022 9:25:07 AM
3/22/2022 10:46:36 AM
3/22/2022 10:46:48 AM
3/22/2022 10:46:48 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California State Department of Parks and Recreation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California State Department of Parks and Recreation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marlene.sheufelt@parks.ca.gov

To advise California State Department of Parks and Recreation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at marlene.sheufelt@parks.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from California State Department of Parks and Recreation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to marlene.sheufelt@parks.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California State Department of Parks and Recreation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to marlene.sheufelt@parks.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify California State Department of Parks and Recreation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by California State Department of Parks and Recreation during the course of my relationship with you.



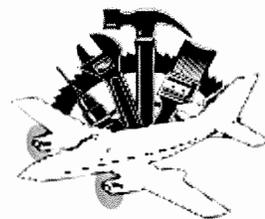
JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971

Item 2E4



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

DATE: **May 3, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve and authorize Board Chair to sign lease agreement with PG&E, for use of the Disaster Recovery Operations Center (DROC) building located at 1446 E. Main St. in Quincy, as a claim center to assist Dixie Fire victims.

Recommendation

Approve and authorize Board Chair to sign lease agreement with PG&E, for use of the Disaster Recovery Operations Center (DROC) building located at 1446 E. Main St. in Quincy, as a claim center to assist Dixie Fire victims.

Background and Discussion

PG&E would like to utilize the DROC building to assist Dixie Fire victims submit their claims against PG&E, for losses associated with the fire.

The claim center will be open from 9:00am to 6:00pm on Fridays and Saturdays, beginning May 6, 2022.

LEASE AGREEMENT FOR COUNTY PROPERTY USE

This Lease agreement ("Lease"), entered into effective May 3, 2022, by and between COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and **Pacific Gas and Electric Company (PG&E), a California Corporation** ("Tenant"), provides as follows:

County warrants and represents that it owns that certain parcel of land located in Quincy, California, County of Plumas, more particularly described in Exhibit "A" attached to this Lease and incorporated for the purposes of description ("Parcel") and the building located on that parcel commonly referred to as the **Disaster Recovery Operations Center** ("Building"); and

County wishes to lease to Tenant, and Tenant wishes to lease from County, under the terms and conditions of this Lease, the building located at **1446 East Main St. in Quincy, California Commonly known as the "DROC Building"**. Except as specifically provided herein this lease does not include the use of any other common areas on the property.

Therefore, the parties agree as follows:

1. **The Premises.** County hereby agrees to lease to Tenant for the sole purpose of a **Local Assistance Center**, and Tenant hereby leases from County, that Building, as shown on Exhibit "A" attached hereto and made a part of this lease for description purposes (the "Premises").
 - a. The Premises shall be leased to Tenant in its "as-is" condition, and County shall not be required to construct any improvements in, or provide any tenant improvement allowance for, the Premises.
 - b. Tenant has the right at all times during the term of this Lease to the nonexclusive use of the lobby, main area of the Building, restrooms, and other public or common areas located on the Parcel. Tenant shall only have access to one "vacant" office, as discussed during the site visit, for the sole purpose of storing PG&E equipment (computers, scanners, printers, signage, etc.).
 - c. Tenant has the right to access the county-provided Wi-Fi service.
 - d. Tenant shall have the right to access the Building on **Fridays and Saturdays, from 9:00am to 6:00pm per the terms of this lease.**
 - e. Tenant shall be responsible for cleaning any areas of the building used by Tenant, and shall leave the building in the same order as it was delivered.
 - f. County warrants that Premises are suitable for use and that Premises are in compliance with applicable building codes and other laws and regulations governing use of the Premises as office space. County shall maintain Premises in compliance with applicable building codes requirements for the duration of this lease. Notwithstanding the foregoing, the County does not warrant that the Premises are in compliance with building codes and other laws and regulations governing new construction, but only

such codes, laws, and regulations applicable to a building of its age.

- g. County agrees to clean and restock restrooms every Thursday, throughout the term of this lease.
- 2. Term. The term of this lease shall commence on the date in which this contract is signed by all parties involved, and shall continue for a period of three (3) months thereafter, unless sooner terminated as provided in this Lease.
- 3. Rent. Tenant shall pay to County the sum of four hundred dollars (\$400) per week, for use of the premises Friday and Saturday, and \$200 for any additional days used, if applicable.
- 4. Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To County at: Plumas County Facility Services & Airports
198 Andy's Way
Quincy, CA 95971
Attention: JD Moore, Director

To Tenant at: Pacific Gas and Electric Company
2730 Gateway Oaks
Sacramento, CA 95833-3500
Attention: Chadwick Wyler, Principal Right of Way Agent, PG&E

- 5. Parking. It is agreed that Tenant, its agents, servants, employees, customers, guests, and invitees, shall have the non-exclusive right to park without charge only during Local Assistance Center use days, throughout the original term of this lease and any renewal term.
- 6. Possession. County promises to place Tenant in peaceful possession of the Premises only as it pertains to a Local Assistance Center, and Tenant, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition.
- 7. Use. Tenant shall use the Premises as a Local Assistance Center, and shall not use or permit the Premises to be used for any other purpose.
- 8. Compliance with Laws. Tenant shall, at Tenant's own cost and expense, obtain and maintain all licenses, permits, certificates, or other authorizations of any governmental authority having jurisdiction thereover, which may be necessary for the conduct of its business in the Premises. Without limiting the generality of the foregoing, and except for obligations that are the responsibility of the County as provided in Paragraph 1, Tenant shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances, and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises by Tenant for the purposes leased hereunder. Tenant shall defend, indemnify, and hold County harmless from and against any claims, penalties, losses, damages, or expenses imposed by

reason of Tenant's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

9. Alterations by Tenant. Tenant agrees that Tenant will make no alterations to the Premises without the prior written consent of the County.
10. Hazards. Tenant shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by County's insurance policies.
 - a. Tenant shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Tenant allow the Premises to be used for any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.
 - b. Tenant shall not use any apparatus, machinery, or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other tenants, or that shall in any way be a detriment to the Building.
 - c. Tenant further agrees that Tenant will not install or construct within the Premises or Building electrical wires, water or drain pipes, machinery, or other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of County.
 - d. Tenant shall not cause or permit any Hazardous Material, as defined below, to be generated, brought onto, used, stored, or disposed of in or about the Premises or the Building by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Hazardous Material. Tenant shall use, store, and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the term of the Lease that relate to public health and safety and protection of the environment.
 - e. "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes: (i) any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); (ii) "hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); (iii) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect); (iv) petroleum products; (v) radioactive material, including any

source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4; (vi) asbestos in any form or condition; and (vii) polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

11. Care of the Premises. Tenant shall, at Tenant's sole expense and in accordance with the terms of this Lease, keep the Premises (including all tenant improvements, alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term.
12. Indemnification. County shall not be liable to Tenant or any other person whomsoever for death or personal injury or for loss or destruction of, or damage to, property in, on, or about the Premises and any improvement thereon, and Tenant shall indemnify and hold harmless County and its officers, agents, and employees from and defend the same against any and all claims, liens, liability, expense (including attorneys' fees), losses and judgments arising from death or personal injuries or from the loss or destruction of, or damage to, property of any person whomsoever resulting from the acts, omissions, or negligence of Tenant, Tenant's officers, agents, contractors, permittees, or employees with respect to use of or Tenant's obligation to maintain the Premises and any improvements thereon, except for claims, liens, liability, expense, losses and judgments arising from the active negligence of County, its officers, agents, contractors, and employees. The indemnification provided in this paragraph may not be construed or interpreted as in any way restricting, limiting, or modifying Tenant's insurance or other obligations under this Lease and is independent of Tenant's insurance and other obligations. Tenant's compliance with the insurance requirements and other obligations under this Lease shall not in any way restrict, limit, or modify Tenant's indemnification obligations under this Lease.
13. County's Right to Inspect. Tenant agrees to permit County and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the County is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.
14. Fixtures and Personal Property. Any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Premises, Building, or Parcel by or at the expense of Tenant shall be and remain the property of Tenant, and County agrees that Tenant shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Tenant agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.
15. Repairs and Maintenance. County agrees that it shall, at its cost and expense, maintain the Parcel on which the Premises are located, the Building in which the premises are located, and the Premises, and every part of them, in good condition, except that Tenant shall make any repairs or replacements necessitated by damage caused by the Tenant or its employees, agents, invitees, or visitors. Provided, however, if Tenant fails to make any such repairs or replacements promptly, County may, at its sole option, make the repairs or replacements

after at least ten (10) days prior written notice to Tenant, and Tenant shall repay the cost of the repairs or replacements to County on demand.

16. Utility Interruption. In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building, Tenant shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a reasonable time, shall not entitle County to be relieved from any of its obligations under this Lease, or grant Tenant the right of set-off or recoupment of rent, or be considered a breach by County, or entitle Tenant to any damages.
17. Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by earthquake, fire, or other casualty, County shall have the option to either repair or terminate the Lease. County shall notify Tenant within thirty (30) days of the date of the damage whether County elects to repair or terminate the Lease. If County elects to terminate the Lease, the Lease shall be deemed terminated as of the date of damage. If County elects to repair, County shall promptly and through the exercise of reasonable diligence repair the damage and restore the premises, at County's expense, to the condition in which the premises existed immediately prior to the damage or destruction. If the damage does not render the Premises unfit for the conduct of Tenant's business, there shall be no abatement of rent during the period of repair. If the damage renders the Premises, in whole or in part, unfit for the conduct of Tenant's business, and the damage was not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, and provided that Tenant is not then in default under this Lease, Tenant shall be provided with a proportionate abatement of rent based on the rentable square footage of the Premises rendered unusable (due to physical damage to the Premises or the Building or the unavailability of access to the Premises).
18. Condemnation. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, (c) the conveyance of any interest in the Premises by the County or the Tenant to a public or quasi-public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn, and (d) the decision by the Board of Supervisors of the County to change the use of the Premises, Building, or Parcel in a way that is no longer compatible with Tenant's continued occupation of the Premises, including a decision to allow any County agency or department to occupy the Premises, in whole or in part. In the event any part of or interest in the Premises, Building, or Parcel is condemned, this lease shall terminate at the option of either County or Tenant as of the date title or actual possession vests in the condemnor, whichever first occurs, or the date set by the Board of Supervisors of the County for the change of use of the Building or Parcel, as applicable, and rent under this Lease shall be payable only to that date. County shall return to Tenant any rent paid beyond that date. County shall give Tenant written notice promptly after receiving notice of any contemplated condemnation and Tenant shall have thirty (30) days after receipt of the notice to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Tenant in the ordinary conduct of its business or will in Tenant's opinion injure Tenant's business.

19. Assignment and Subletting. Tenant may not sublease or assign all or any portion of the Premises without County's prior written consent, which shall not be unreasonably withheld. Reasonable grounds for denying consent include, but are not limited to, any of the following: (i) transferee's character, reputation, credit history, business, or proposed use is not consistent with the character or quality of the Building; (ii) transferee's intended use of the Premises is inconsistent with the permitted use as stated in Paragraph 9 or will materially and adversely affect County's interest; (iii) transferee's financial condition is or may be inadequate to support the obligations under the Lease; or (iv) the transfer would cause County to violate another lease or agreement to which County is a party or would give a Building tenant the right to cancel its lease.
20. Recovery of Damages. Should County at any time terminate this lease under County's express rights set forth in this Lease for any breach, County may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of the breach, including the cost of recovering the Premises.
21. Non-waiver of Defaults. The waiver by County of any breach by Tenant of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition of this Lease. No term, covenant or condition hereof can be waived except by the written consent of County, and forbearance or indulgence by County, in any regard whatsoever, shall not constitute a waiver of the terms, covenants or conditions to be performed by Tenant to which the same may apply, and until complete performance by Tenant of the term, covenant or condition, County shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance or indulgence.
22. Nondiscrimination. Tenant agrees not to discriminate in the conduct of its business on the Premises, or through any other use of the Premises, on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
23. Redelivery of Premises. Tenant agrees to redeliver to County the physical possession of the Premises, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Tenant, or its employees, agents, invitees, or visitors.
24. Attorneys' Fees. If either party is required to place the enforcement of all or any part of this Lease, the recovery of possession of the Premises, or damages in the hands of an attorney, or if legal proceedings are commenced by either party against the other party to protect or enforce rights or obligations under this Lease, the prevailing party, whether as Plaintiff or Defendant, shall be entitled to recover its reasonable attorneys' fees and costs.
25. Time of Essence. Time is of the essence in this lease.
26. Headings. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provisions of this Lease.
27. Mutuality. All covenants and conditions in this Lease are mutually dependent.

28. Refurbishments. Paragraph 17 notwithstanding, County shall not be responsible for repainting the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the negligent or intentional acts of County or its agents, employees, servants, contractors, or subcontractors, or by the breach of any other obligation of County under this lease.
29. Lease Made in California. This Lease has been made and shall be construed in accordance with the laws of the State of California.
30. Relationship of Parties. County is neither a joint venturer with nor a partner or association of Tenant with respect to any matter provided for in this Lease. Nothing herein contained shall be construed to create any such relationship between the parties or to subject County to any obligation of Tenant hereunder.
31. SB 1186 Notice. As of the date of this Lease, the Premises have been inspected by a Certified Access Specialist.
32. Landlord's Lien. County shall have at all times a valid lien for all rentals and other sums of money becoming due under this Lease from Tenant, subject to any purchase money liens or security interests outstanding from time to time to third parties, on all goods, wares, equipment, fixtures, furniture, and other personal property of Tenant, other than Tenant's lighted sign, situated on and in the Premises, and after notice of default is given by County such property shall not be removed from the premises without the consent of County until all arrearages in rent as well as any and all other sums of money then due to County under this Lease shall first have been paid and discharged.
 - a. Tenant hereby grants a security interest, subject to any purchase money liens or security interests executed by Tenant outstanding from time to time to third parties, in that personal property, and the lien hereby granted may be foreclosed in the manner and in the form provided by law for foreclosure of a security interest under the Uniform Commercial Code of the State of California, or in any other manner and form provided by law.
 - b. The statutory lien for rent is not hereby waived, but the express contractual lien herein granted is in addition and supplemental thereto.

///

This instrument is executed as of the date below in multiple counterparts, each of which shall constitute an original.

“COUNTY”

COUNTY OF PLUMAS, a political
subdivision of the State of California

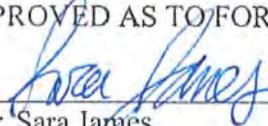
By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date:

“TENANT”

PACIFIC GAS AND ELECTRIC
COMPANY

By: _____
Name:
Title:
Date:

APPROVED AS TO FORM:

By:  _____
Name: Sara James
Title: Deputy County Counsel
Date: 4/26/22

By: _____
Name:
Title:
Date:

EXHIBIT "A"
MAP OF PREMISES





Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6263
Fax: (530) 283-0946

Greg Ellingson
Director of Information
Technology

DATE: April 25th, 2022
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF MAY 3rd, 2022 RE:
APPROVAL OF PAYMENT FOR SOFTWARE SUPPORT WITHOUT CONTRACT.**

It is recommended that the Board:

1. Approve Item 1 below.

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

Background and Discussion:

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

Vendor	Description	Amount
FourJ's	Genero Development Software Support	\$ 5,470.00

These funds have been budgeted as part of the 2021/2022 IT budget.

Four J's Development Tools, Inc.

1625 The Alameda
 Suite 302
 San Jose, CA 95126

Invoice

Date	Invoice #
3/23/2022	33973

Bill To
County of Plumas Accounts Payable 520 Main Street Rm. 205 Quincy, CA. 95971

Ship To
County of Plumas Greg Ellingson Director of IT 520 Main Street Rm. 205 Quincy, CA. 95971

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Maintenance	net 30	SO	3/23/2022	email		

Quantity	Item Code	Description	Price Each	Amount
1	ARMC00XVR	Renewal of Compiler maintenance (5/1/22 - 4/30/23) License: TAB#AAB01BTS (K) - End User: Internal	720.00	720.00
50	ARMR00XVR	Renewal of runtime maintenance (5/1/22 - 4/30/23) License: TAB#CBQ01BTU (4) - End User: Internal	95.00	4,750.00

			Total	\$5,470.00
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PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



*Lindsay Fuchs
County Librarian*

DATE: April 14 2022
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
RE: Approve and authorize the closure of Chester Library Branch on Saturday June 25, 2022

Recommendation:

Approve and authorize the closure of Chester Library Branch on Saturday June 25, 2022.

Background:

During the weekend of June 25th and June 26th, Chester holds the Almanor Art Show, a long-running event that draws huge crowds. In addition to the Art Show, the event includes vendors set up along Main Street and the quilt show every other year. In addition, the annual Chester Library Book Sale is a huge draw to tourists and community members in town for the events.

Per its standard operation schedule, the Library is open on Saturdays 11am-3pm and will be open on Saturday June 25, 2022 during the book sale. Under Government Code section 24260; Plumas County Code section 2-4.201 which gives the Board authority to set business hours for County offices and departments, I am requesting the branch be closed due to safety, security, and maintenance issues. The book sale takes place partly in the parking lot and has a high volume of foot traffic in the parking lot during this event. The library is also used as a sorting, staging, and storage area by the Friends the day before and days of to prepare for the book sale, and use the space to capacity during the book sale, which will impede normal operations. If the library is open that also means the small, one stall bathroom's use will have an extremely high volume of people; the book sale patronage is a very large increase from what the library usually handles in that time frame.

The book sale serves as both an excellent marketing tool and revenue source for the Library. The revenue from the book sale equals the majority of annual new funds used by the Friends of

Chester Library to support the Library in its endeavors throughout the fiscal year. Besides the annual sale, there is also a smaller, continuous book sale throughout the year inside the library maintained by the Friends to increase donations. In previous pre-COVID19 years, the Friends have raised over \$2,500 at the book sale, which in turn has been used to buy items for our collection, programs like the Summer Reading Program, bookshelves, and more.

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



May 3, 2022

Lauren Pollick
Grant Administrator
State Department of Housing & Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

VIA EMAIL: Lauren.Pollick@hcd.ca.gov

**Subject: CV1 Senior Nutrition Services (20-CDBG-CV1-00076)
County of Plumas, Resolution No. 20-8517
Designee Authority**

Dear Ms. Pollick:

Effective February 27, 2022 the County Administrator (authorized signatory and delegating official relative to the above-subject agreement) resigned his position with Plumas County and the Board of Supervisors. At this time, an interim County Administrator has not been formally appointed and no new hire has been selected to-date.

This letter serves as verification that the Plumas County Board of Supervisors, effective May 3, 2022, hereby authorizes the designation of the Chair (designee) of the Board of Supervisors and Planning Director (designee) to act on behalf of the County Administrator in accordance with Plumas County Board of Supervisors Resolution No. 20-8517, passed and adopted on September 15, 2020, relative to the above-subject agreement.

Authorized designee actions include:

1. to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications, and
2. to enter into, execute and deliver an amendment to the Standard Agreement and any and all other documentation why may be required by the State from time to time for the purposes of this grant, and
3. to sign and submit Funds Requests and all required activity and financial reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

If you have questions or require additional assistance, please feel free to contact Kevin Goss, Chair of the Board of Supervisors at 530-283-6170 or Tracey Ferguson, AICP, Planning Director, at 530-283-6214.

ATTEST:

Dwight Ceresola, Vice-Chair

Heidi White, Clerk of the Board



County of Plumas

Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971

Item 21



Keevin Allred
Chief Probation Officer

Phone: 530-283-6200
FAX: 530-283-6165

DATE: April 25, 2022
TO: The Honorable Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer *KA*
SUBJECT: Board Agenda Item for May 3, 2022
RE: Approval of Services Agreement Contract between Ray Morgan and Probation, effective May 3, 2022.

Recommendation:

Approve and authorize the Services Agreement contract between Ray Morgan Co., LLC and COUNTY OF PLUMAS via the Plumas County Probation Department, for ongoing service maintenance of 2 Canon copiers, effective May 3, 2022, for of term of 3 years ending May 3, 2025, with automatic renewal.

Background:

Approved by the Board of Supervisors on April 19, 2022, Ray Morgan Co., LLC and the County of Plumas entered into an Equipment Lease Agreement for the Plumas County Probation Department, in order to upgrade a pair of aging KYOCERA 3501i copiers in service since 2016 to a new pair of Canon IR Advance 4751i's.

This service agreement contract will cover the maintenance and service required for the upkeep of the machines, not to exceed \$3,000.00 per 12-month period, effective May 3, 2022, for the duration of 3 years, with automatic year after year renewal beyond May 3, 2025.

Services Agreement

This Agreement is made and entered into this 3rd day of May, 2022 (“Effective Date”) by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Plumas County Probation Department (hereinafter referred to as “County”), and Ray A Morgan Company LLC, a California Corporation (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three_Thousand Dollars and No Cents (\$3,000.00) per twelve (12) month period.
3. Term. The term of this agreement shall commence on the Effective Date and continue for a term of three (3) years, unless terminated earlier as provided herein. The agreement shall automatically renew annually beyond the three (3) year term unless either party requests a change in writing.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor’s employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

7. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

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

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

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

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

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Probation Department
520 Main Street
Quincy, CA 95971
Attention: Fiscal Officer/ASM

Contractor:

Ray Morgan Company
3131 Esplanade
Chico, CA 95973
Attention: Business Manager

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
26. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

Ray A. Morgan Company, LLC

By: _____ Date: _____
Name: Greg Martin
Title: Managing Member

COUNTY:

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

By:  Date: 4.25.22
Name: Keevin Allred
Title: Chief Probation Officer

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

ATTEST

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

Approved as to form:

 Date: 4/25/2022
Name: Sara James
Title: Deputy County Counsel II

EXHIBIT A

Scope of Work

1. Contractor shall provide maintenance services for (2) Canon IR ADV DX 4751i copiers and related parts and equipment.
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include all parts, labor, service and supplies including toner and drums (excluding paper and staples only).
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment.
5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is nonfunctional and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay a flat fee of \$124.07 plus applicable taxes per quarter for 24,813 black and white copies covered by this agreement.
2. County shall pay an additional \$0.005 plus applicable taxes for every black & white copy made in excess of 24,813 to be added to the invoice.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

Memorandum

DATE: April 19, 2022
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns 
RE: Agenda Items for the meeting May 3, 2022

It is recommended that the Board:

Approve and sign contract #PCSO00104 between the Plumas County Sheriff's Office (PCSO) and Ray Morgan Company, LLC in the amount of \$3,000 per twelve-month period.

Background and Discussion:

The term of this agreement shall commence on the effective date of 05/01/2022 and continue for a term of three years. The purpose of this agreement is for maintenance on the Sheriff copiers.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made and entered into this 1st day of May, 2022 (“Effective Date”) by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Plumas County Sheriff/Coroner (hereinafter referred to as “County”), and Ray Morgan Company, LLC, a California Corporation (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Thousand Dollars and No Cents (\$3,000.00) per twelve (12) month period.
3. Term. The term of this agreement shall commence on the Effective Date and continue for a term of three (3) years, unless terminated earlier as provided herein. The agreement shall automatically renew annually beyond the three (3) year term unless either party requests a change in writing.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

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

County:

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

Contractor:

Ray Morgan Company, LLC
3131 Esplanade
Chico, CA 95973
Attention: Michael Gregg

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Ray Morgan Company, LLC

By: _____ Date: _____

Name: Greg Martin

Title: Managing Member

COUNTY:

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

By: _____

Name: Todd Johns

Title: Sheriff-Coroner

Date signed: _____

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed: _____

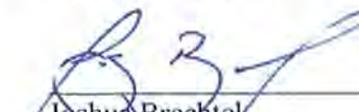
By: _____

Kevin Goss

Board of Supervisors

Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

4/19/2022

EXHIBIT A

Scope of Work

1. Contractor shall provide maintenance services for (1) Canon iR ADV C5860i copier, (1) Canon iR ADV 4745i copier and (1) Canon iR ADV 6860i copier and related parts and equipment.
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include all parts, labor, service and supplies including toner and drums (excluding paper and staples only).
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment.
5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is nonfunctional and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay a flat fee of \$448.20 plus applicable taxes per quarter for 54,000 black and white copies covered by this agreement.
2. County shall pay an additional \$0.0083 plus applicable taxes for every black & white copy made in excess of 54,000 per quarter plus \$0.0558 for every color copy plus applicable taxes to be added to the invoice.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for

Plumas & Sierra Counties

ucce-plumas-sierra.ucanr.edu

University of California
Agriculture and Natural Resources

UC
CE



Item 3



Annual Report 2021-22

David Lile, County Director
530-251-6673 - dfile@ucanr.edu

Tracy Schohr, Livestock and Natural Resources
916-716-2643 *cell* - tk schohr@ucanr.edu

Ryan Tompkins, Forestry and Natural Resources
530-283-6125 - retompkins@ucanr.edu

Kari O'Reilly, 4-H Program Representative

Tom Getts, Weed Control and Cropping Systems
530-251-2650 - tjgetts@ucanr.edu

Samantha Brown, Administrative Assistant
530-283-6270 - smgbrown@ucanr.edu

We are excited to share with you this report highlighting local impacts of UC Cooperative Extension in Plumas and Sierra counties! In the following pages we will highlight the many extension education, applied research, and community service projects completed by the UCCE team over the past year. It's obviously been a challenging year between the fires, drought, and on-going Covid restrictions, but our dedicated staff is engaged at every step. We couldn't be more thankful for the opportunity to serve the communities in which we live. As always, our contact information is right on the front page and we encourage you to reach out with new emerging needs, to learn more about our existing programs, or to simply say "Hi" at anytime.

We also anticipate adding a new Cooperative Extension advisor in Plumas/Sierra office focused on Community Economic Development and Disaster Resilience. This position will compliment our existing team and increase the capacity of our partners throughout the area ([Jobs - Division of Agriculture and Natural Resources \(ucanr.edu\)](https://ucanr.edu/jobs)).

David Lile, County Director



Master Gardener Program



The Plumas/Sierra group of Master Gardeners is an enthusiastic cadre of volunteers, trained by UCCE, who advise and provide technical support to backyard gardeners



4-H Community Education Specialist, Kari O'Reilly has been working with youth in Plumas and Sierra Counties for seven years. COVID 19, Dixie Fire and Beckwourth Fire posed significant challenges this year but our local 4-H program continued delivering program and keeping kids connected.



Camp

Lower Buck's Lake was home to the 2021 week long - day camp. Our 4-H summer camp was an opportunity for youth to expand their knowledge, enjoy the outdoors, build friendships and have fun!



County Events

Plumas-Sierra 4-H hosted it's a Virtual Presentation Day! 4-H members honed their public speaking skills by delivering presentations via Zoom.



Kids Day Camp

Following the Dixie Fire, 4-H hosted day camps for youth to come together for fun in light of all the challenges. This event also allowed parents time to focus on their needs.



Livestock Projects

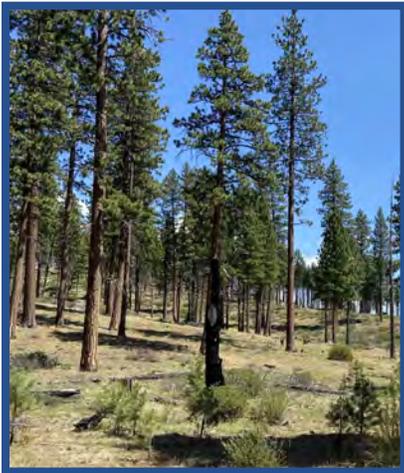
Youth livestock producers overcame numerous challenges, and were rewarded at the highest revenue generating livestock sale.

Thank you Kari!



We are appreciative of your commitment to 4-H. Under your leadership we have seen you support traditional 4-H programs, craft new 4-H connections and revitalize camp, making it huge! Your kindness and patience has helped members grow. Thank you for making a difference in the lives of members, their families, volunteers and our community. We wish you the best in your future as you continue to help youth!

Ryan Tompkins is the Cooperative Extension Forester and Natural Resources Advisor (RPF#3108). His research and extension program focuses on sustainable forest management and restoration, building community resilience to wildfire and climate change, and supporting rural natural resource-based community capacity development.



Sustainable Forest Management and Restoration:

- SNC Forest Health Grant: Collaboration with UC Berkeley Forests & Plumas NF to demonstrate science based forest management & restoration
- [Pyrosilviculture Research](#): Leveraging forest management and wildfires to meet restoration goals and post-Dixie Fire strategies
- [Forest Resilience Study](#): Quantifying the ecological need for lower density forests (Recently presented to Calif. Board of Forestry & Fire Protection)
- [Policy Research on tracking California's 1 million acre goal](#): Establishing first multi-jurisdictional statewide baseline for forest management & restoration
- Serve on Governor Newsom's Wildfire & Forest Resilience Task Force: Science Advisory Panel & Reforestation Working Group

Building community resilience to wildfire & climate change:

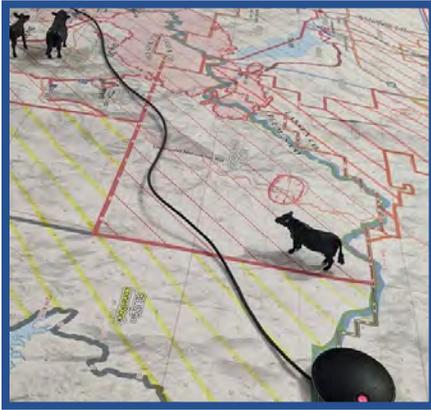
- Co-developed concept/proposal for Plumas Emergency Forest Restoration Team (EForT): a coalition of local NGOs securing \$10.5 million of funding to deliver technical & funding assistance to forest landowners impacted by fires
- [Post-fire fuels treatment study](#) on managing fuel profiles in high severity fires
- Supported establishment of 5 new Firewise communities in Plumas/Sierra
- Developed [Online Firewise reporting tool](#) documenting >15,000 volunteer hours & \$1.5 Million of Firewise investments in Plumas & Sierra Counties
- Co-developed PCFSC [Wildfire Preparedness event](#) in May 2021 with home hardening workshop and wall burning demonstration
- Co-authored two wildfire policy opinion articles on [Moving beyond the war on wildfire](#) and [the New Federal Wildfire Plan](#)



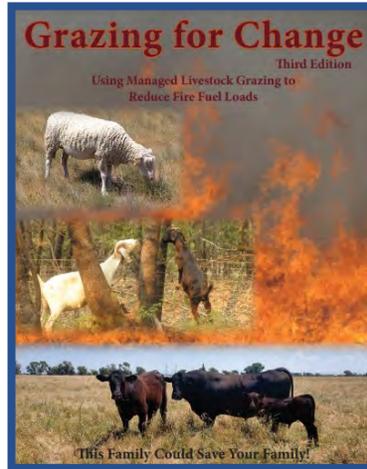
Support rural natural resource-based community capacity:

- Collaborated on the [Venado Declaration to Keep our Forests](#): A call to action from California scientists, land managers, and former government leaders
- Hosted 2 Plumas-Sierra Stakeholder Exchanges with land management professionals
- Collaboration with Public Policy Institute of California on [How to pay for headwaters forest management?](#) Policy blog series
- Supported Sierra Business Council's [Balance & Biomass: A Solution to Emissions, Catastrophic Fire, & Communities in Crisis](#)
- Forest Management instructor at UC Berkeley Forestry Camp
- Supported Prescribed Fire Training Exchanges (TREX)

Tracy Schohr is the Livestock and Natural Resources advisor. Schohr is conducting extension, education and applied research focusing on livestock production, water, economics, and sustainable range and pasture management. She is developing solutions to the complex issues facing land managers and commercial livestock producers in the region.



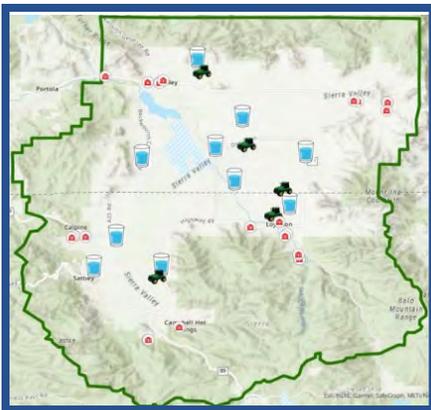
During the Dixie and Beckwourth Complex Fires worked with incident command teams and local government staff to coordinate the care and evacuation of commercial livestock within fire zones.



Managed the creation of "Grazing for Change," a publication highlighting the value of livestock grazing to manage landscapes and reduce fire fuel loads.



Launched new project across region to investigate impacts of drought on annual livestock forage production. This information will inform livestock producers and government disaster relief programs.



Conducted a study illustrating groundwater quality in Sierra Valley. Groundwater District used results to reduce future monitoring costs.



Continued Post-Walker Fire research on meadow response to fire and grazing. Also, provided post-fire technical assistance to ranchers and local federal agency staff.



Hosted trainings and provided technical assistance to ranchers on drought strategies, land management, animal health, regulatory compliance, and more.

Weed Ecology and Cropping Systems Advisor, Tom Getts, has been working with agricultural producers since 2015. His program focuses on providing insight to agronomic challenges and solving invasive weed problems throughout the intermountain region. (And fishing at Almanor on his days off!)



Outreach

Contact Information

Tjgetts@ucanr.edu

530-251-2650



UC works to organize and contribute to educational workshops to address issues relevant to producers in Plumas and Sierra counties.



UC Advisors are available in person and over the phone to provide technical information for local producers to diagnose fertility and pest problems.



Invasive weeds are problematic for all land owners. Research is being conducted to better control invasive weeds with both chemical and biological options.



Weed control trials to demonstrate the effectiveness of newly registered herbicides are conducted regionally to provide non-biased information for producers.



Research is being conducted to help improve agricultural irrigation efficiency, minimize water stress, and quantify how much water is applied.

BECKWOURTH COUNTY SERVICE AREA
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135
John Mannle, P.E. County Engineer and Manager, BCSA

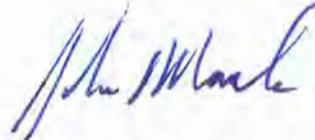
AGENDA REQUEST

for the May 3, 2022 meeting of the Plumas County Board of Supervisors

Date: April 25, 2022

To: Honorable Governing Board

From: John Mannle, Manager, Beckwourth CSA



Subject: Authorize execution of Consultant Agreement with NCE, not to exceed \$362,325; discussion and possible action.

BACKGROUND:

On April 12, 2022, the Beckwourth CSA Governing Board voted to approve resolution designating John Mannle to contract grant funding with State Water Board totaling \$397,425. The Board also approved the Chair to sign MOU between Beckwourth CSA and Golden State Finance Authority for \$100,000 loan to assist with cash flow.

NCE has assisted Beckwourth CSA staff during past few years with the planning grant application process by providing estimates for design fee and schedule. Professional Services agreement with Nichols Consulting Engineers (NCE) for a not to exceed amount of \$362,325 has been approved as to form by County Counsel. This not to exceed amount will be fully reimbursed by the Water Board Grant Agreement approved the Governing Board on April 12, 2022. The difference in the amount of the grant agreement and consultant agreement will fund Beckwourth CSA staff time for administering the grant and coordination with NCE.

RECOMMENDATION

The Manager of BCSA respectfully recommends the Governing Board vote to Approve the Chair to Sign Consultant Agreement with Nichols Consulting Engineers not to exceed \$362,325 and fully reimbursable from the Water Board Planning Grant.

Attachment: Consultant Agreement with NCE

**PROFESSIONAL SERVICES AGREEMENT FOR PROVIDING ASSISTANCE
AND SUPPORT TO THE BECKWOURTH COUNTY SERVICE AREA (CSA)
FOR THE DESIGN AND CONSTRUCTION OF
IMPROVEMENTS TO THE BECKWOURTH CSA SEWER SYSTEM**

THIS AGREEMENT is made and entered into this 3 day of May, 2022 (“Effective Date”), by and between **BECKWOURTH COUNTY SERVICES AREA**, a political subdivision of the State of California (“BCSA”), and **NICHOLS CONSULTING ENGINEERS, CHTD. (NCE)**, a California corporation (“Consultant”).

W I T N E S S E T H:

- A. **WHEREAS**, BCSA proposes to have Consultant provide professional engineering assistance and support to BCSA staff for the design and construction of Improvements to the Beckwourth CSA Sewer System (Project”), and
- B. **WHEREAS**, BCSA has received approval of Planning Grant funding assistance from the State Board Clean Water State Revolving Fund for the Project, and
- C. **WHEREAS**, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and
- D. **WHEREAS**, BCSA and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- E. **WHEREAS**, no official or employee of BCSA has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work identified in Exhibit “A”, incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

_____ BCSA Initials

Consultant Initials _____

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that BCSA may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of BCSA. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the associated Fee Schedule set forth in Exhibit "B" and associated Fee Schedule set forth in Exhibit "C", incorporated herein by reference. Consultant's compensation shall in no case exceed three hundred sixty-two thousand three hundred twenty-five dollars (\$362,325) until the termination date written in Section 4.1 of this Agreement.

2.2 Contingency of Funding. Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds from the BCSA and from the California State Water Board, Clean Water State Revolving Fund Grant Funding. If such funding and/or appropriations are not forthcoming, or otherwise limited, BCSA may immediately terminate or modify this Agreement without penalty. Consultant will be compensated for work performed prior to date of termination.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A attached hereto unless the BCSA or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to BCSA's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to BCSA's sole satisfaction. BCSA shall submit request for disbursement to pay Consultant's invoice. BCSA will pay Consultant's invoice once disbursement is received from the Water Boards. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

_____ BCSA Initials

Consultant Initials _____

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to BCSA or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence of the Work shall be the date of execution of this Agreement. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence upon the Effective Date of this agreement and continue until January 31, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The BCSA reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the BCSA.

NCE may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, NCE shall be entitled to compensation for services rendered and direct non-salary expenses incurred to the date of termination at the rate set forth herein, with or without cause. Unless NCE is responsible for early termination, Client agrees to release NCE from all liability for services performed.

4.3. Compensation. In the event of termination, BCSA shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of BCSA's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the BCSA or in the possession of the Consultant.

_____ BCSA Initials

Consultant Initials _____

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the BCSA within ten (10) days of delivery of termination notice to Consultant, at no cost to BCSA. Any use of uncompleted documents without specific written authorization from Consultant shall be at BCSA's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Additional Requirements. Contractor and BCSA agree to the following with respects to insurance provided by Contractor:

- (a) Each policy shall be endorsed to name the BCSA, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "BCSA") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- (b) All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the BCSA, as the additional insured.
- (c) 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 BCSA, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

_____ BCSA Initials

Consultant Initials _____

- (e) Contractor's policy shall be primary insurance as respects the BCSA, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the BCSA, 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.
- (f) 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 BCSA before the BCSA'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.
- (g) Contractor agrees to require insurers to provide notice to BCSA thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to BCSA of any cancellation of coverage.
- (h) The 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; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the BCSA.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

5.3. Certificates of Insurance. Contractor shall provide to BCSA certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by BCSA, prior to performing any services under this Agreement. BCSA 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.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

_____ BCSA Initials

Consultant Initials _____

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Director of Public Works or his designee shall be the representative of BCSA for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the BCSA, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. BCSA shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with BCSA during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by BCSA.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below, unless the recipient party has, by written notice to the other, provided alternate contact information. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Mike Leacox, P.G., CEG
Nichols Consulting Engineers, Chte
8795 Folsom Blvd., Suite 250
Sacramento, CA 95826
Tel: (916) 288-5655
Fax: (916) 388-5676

IF TO BCSA:

John Mannle, P.E., Manager
Beckwourth County Service Area
1834 East Main Street
Quincy, CA 95971
Tel: (530) 283-6268
Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

6.5. Drug Free Workplace. Consultant certifies that it provides a drug-free workplace by complying with all provisions of California’s Drug Free Workplace Act of 1990. Consultant’s failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by BCSA.

_____ BCSA Initials

Consultant Initials _____

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without BCSA's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of BCSA's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by BCSA, indemnify and hold harmless BCSA and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and BCSA by a court of competent jurisdiction because of concurrent active negligence of Contractor and BCSA Indemnitees, Contractor and BCSA agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of BCSA. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the BCSA, Contractor shall indemnify, defend, and hold harmless BCSA for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of BCSA.

_____ BCSA Initials

Consultant Initials _____

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by BCSA, including but not limited to eligibility to enroll in PERS as an employee of BCSA and entitlement to any contribution to be paid by BCSA for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of BCSA. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of BCSA. Consultant shall deliver to BCSA any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by BCSA or its authorized representative, at no additional cost to the BCSA.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to BCSA may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs BCSA of such trade secret. The BCSA will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The BCSA shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the BCSA's representative, regarding any services rendered under this Agreement at no additional cost to BCSA. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to BCSA, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of BCSA and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment. Consultant will not employ any regular employee of BCSA while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Scope of Work such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

_____ BCSA Initials

Consultant Initials _____

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of BCSA and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

_____ BCSA Initials

Consultant Initials _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

FOR NICHOLS CONSULTING ENGINEERS, CHTD.

Margot Yapp, President

Date: _____

Gregory Fasiano, Secretary

Date: _____

Taxpayer ID Number: 88-0254126

FOR BECKWOURTH COUNTY SERVICE AREA

APPROVED AS TO SCOPE OF WORK:

John Mannle, P.E., Manager
Beckwourth CSA

Date: _____

CONCURRENCE:

Kevin Goss
Chair, Board of Supervisors

Date: _____

ATTEST:

Heidi White
Clerk of the Board of Supervisors

Date: _____

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

4/22/2022

_____ BCSA Initials

Consultant Initials _____

EXHIBIT A – SCOPE OF WORK
Beckwourth CSA Sewer Pump Station Replacement

ITEM	DESCRIPTIONS
1	<p>Preliminary Planning and Design</p> <p>1.1 Inflow and Infiltration Study: Complete an Infiltration and Inflow (I/I) Study to determine the condition of the existing sewer pipes and the extent of required repairs or replacement. The results of the study will be utilized when determining the system design capacity.</p> <p>1.2 Geotechnical Report: Conduct a geotechnical investigation and create a Geotechnical Report that includes the necessary information for the design specifications of the new lift station.</p> <p>1.3 Topographic Field Survey and Project Site Plan: Prepare a topographic survey and site plan for the project. The final site plan will indicate locations of deficient sewer pipe sections based on the results of the I/I study.</p> <p>1.4 Design Basis Report: Prepare a Design Basis Report (DBR) that summarizes and utilizes information collected from the Infiltration and Inflow Study, Geotechnical Report, Topographic Field Survey, and Project Site Plan. The DBR will evaluate project alternatives and will identify a selected project alternative, the “Selected Construction Project.” The DBR will include basic design specifications for a new lift station and will evaluate repairs and/or replacement of sections of the collection system and upgrades and/or repairs to the sewer ponds’ valve system. Preliminary cost estimates for the different project alternatives will be included in the DBR. The DBR will comply with the Project Report requirements for a CWSRF Financial Assistance Application for Construction.</p> <p>Item 1 Submittals:</p> <p><i>1a) Inflow and Infiltration Report</i> <i>2a) Geotechnical Report</i> <i>3a) Topographic Survey</i> <i>3b) Project Site Plan</i> <i>4a) Draft Design Basis Report</i> <i>4b) Final Design Basis Report</i></p>
2	<p>Plans and Specifications</p> <p>2.1 Complete 100% Plans and Specifications for the Selected Construction Project. Additional submittals include 30%, 60%, and 95% Plans and Specifications.</p> <p>Item 2 Submittals:</p> <p><i>a) 30% Plans and Specifications</i> <i>b) 60% Plans and Specifications</i> <i>c) 95% Plans and Specifications</i> <i>d) 100% Plans and Specifications</i></p>
3	<p>Environmental Documents and Permits</p>

	<p>3.1 Generate drafts of all required permits and obtain permits, when possible.</p> <p>3.2 Prepare a revised Report of Waste Discharge (if necessary)</p> <p>3.3 Complete all necessary environmental documents for the Selected Construction Project, including California Environmental Quality Act (CEQA) and Federal Cross-Cutter Documents, to satisfy the CWSRF Financial Assistance Application for Construction requirements.</p> <p>Item 3 Submittals: 1a) <i>Permits</i> 2a) <i>Revised Report of Waste Discharge (if necessary)</i> 3a) <i>Draft Environmental Documents</i> 3b) <i>Final Environmental Documents</i></p>
4	CWSRF Construction Application
	<p>4.1 Submit a complete CWSRF Financial Assistance Application for Construction (General, Technical, Environmental, and Financial Packages) including all supporting documents for the Selected Construction Project.</p> <p>Item 4 Submittal: a) Financial Assistance Application for Construction</p>
5	BCSA Project Administration
	<p>5.1 Perform necessary project administration duties including communicating with the State Water Board and professional contractors, submitting disbursement requests, submitting progress reports, and record keeping to fulfill the requirements of the Agreement.</p> <p>Item 5 Submittal: N/A</p>

EXHIBIT B – ESTIMATE & SCHEDULE
Beckwourth CSA Sewer Pump Station Replacement

ESTIMATED COSTS

ITEM	DESCRIPTION	BUDGET
1	Preliminary Planning and Design	\$158,480
2	Plans and Specifications	\$153,105
3	Environmental Documents and Permits	\$35,000 As needed by NCE
4	CWSRF Construction Grant Application	\$15,740
5	BCSA Project Administration	\$35,100 Excluded from NCE Agm.
	TOTAL	\$362,325

PLANNING SCHEDULE

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
SCOPE OF WORK			
1	Preliminary Planning and Design		
	Inflow and Infiltration Study	N/A	April 30, 2022
	Geotechnical Report	N/A	March 31, 2022
	Topographic Survey	N/A	May 31, 2022
	Site Plan	N/A	March 31, 2022
	Draft Design Basis Report	N/A	March 31, 2022
	Final Design Basis Report	N/A	May 31, 2022
2	Plans and Specifications		
	10% Plans and Specifications	N/A	June 30, 2022
	20% Plans and Specifications	N/A	August 30, 2022
	30% Plans and Specifications	N/A	September 30, 2022
	40% Plans and Specifications	N/A	October 31, 2022
3	Environmental Documents and Permits		
	1a) Permits	N/A	March 31, 2023
	2a) Report of Waste Discharge (if necessary)	N/A	January 31, 2023
	3a) Draft Environmental Documents	N/A	March 31, 2023
	3b) Final Environmental Documents	N/A	June 30, 2023
4	CWSRF Construction Application		
	CWSRF Construction Application	N/A	July 31, 2023
5	Project Administration		
		N/A	N/A
REPORTING			
	Status Reports		Quarterly
	As Needed Information or Reports		As Needed
FUNDING PROVISIONS			
	Disbursement Requests		As Needed
	Final Disbursement Request	January 31, 2024	N/A

EXHIBIT C



SCHEDULE OF CHARGES

PROFESSIONAL SERVICES

Principal	\$260/hour
Associate.....	\$210/hour
Senior	\$180/hour
Project	\$155/hour
Staff	\$135/hour

TECHNICAL SERVICES

Senior Construction Manager*.....	\$135/(\$160-PW)/hour
Senior Designer.....	\$145/hour
CADD Designer	\$125/hour
Senior Technician*	\$120/(\$145-PW)/hour
Construction Inspector*	\$120/(\$145-PW)/hour
CAD Technician	\$110/hour
Senior Field Scientist.....	\$115/hour
Field Scientist	\$95/hour
Project Administrator	\$100/hour
Field/Engineering Technician*	\$95/(\$120-PW)hour
Technical Editor.....	\$90/hour
Clerical.....	\$80/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	\$300/hour
Court Appearances & Depositions	\$500/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	\$100/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$3,500/Day
Coring.....	\$4,500/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. cost + 15%

**COMMUNICATION/
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying.....project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 60 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone:(530) 283-6240 Fax: (530) 283-6116
April 25, 2022

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

MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *Plumas County Counsel*

A handwritten signature in black ink, appearing to be "G. Stuhr", is written over a horizontal line.

SUBJECT: Plumas County Grand Jury – Number of Grand Jurors

Background:

On April 6, 2021 the Board of Supervisors Adopted Resolution No. 21-8576 Reducing the Number of Grand Jury Members from nineteen (19) to eleven (11). The Plumas County Grand Jury now requests the number be reinstated to nineteen (19), per the attached proposal.

Recommended Action:

That the Board of Supervisors Adopt the Resolution increasing the number of Grand Jury members back up to nineteen (19).

Grand Jury Proposal

The 2021/22 Grand Jury recommend a change to be adopted by the 2022/23 grand jury of Plumas County and the Board of Supervisors.

It is recommended to change the required size from 11 members to a 19-member Grand Jury.

Background

The background of the proposed change reflects the challenges the 2021/22 Grand Jury was faced with. First and foremost, the Covid-19 restrictions in 2021 influenced in-person meetings. Additionally, the Complex fire situation in Plumas County reduced grand jury members' ability to travel, especially from the Chester areas to our Quincy meeting locations. These stressful limitations placed significant restrictions on jury members. Several had to resign, and this created additional pressure on remaining jury members as the pool of citizens who could serve effectively diminished.

The Grand Jury did not reach its desired numbers of 11 members. Members resigned, and new members joined, only to leave again when faced with the problems above. By December 2021, we only had eight members

The attendance issues added further pressure to the working Jury.

The Jury had 9 Citizens' complaints, four (4) of which were outside the GJ jurisdiction, five (5) of which could lead to further investigation, and of these Five (5), three (3) could not be taken further not even into the investigation stage, as fundamentally we only had eight jury members. We had several recusals /conflicts of interests, which further resulted in the Jury being less than Eight (8) and therefore below the supermajority required to fulfill our duties.

Technology (or lack of) was of particular concern during the complex fire situation. The GJ could not use the annex at the courthouse because it was used as the command post for fire personnel and first responders.

Additionally, the Jury room within the main courthouse does not have connections to the internet, an adequate number of wall outlets, or a projector. From a communications standpoint, most of the grand Jury used their personal emails and internet connections to conduct GJ business. The GJ faced additional limitations as members could not store electronic media and working documents and hold voting/ zoom, facetime, or window team environments without security risk. We believe the promotion of supporting systems will enable the grand Jury not only to be more effective but will ensure confidentiality and minimize risk. The current systems within Plumas County are unsupportive to the Grand Jury. If improved technology measures were readily available, the situation of the 2021/2022 grand jury would have improved.

Note: The above assessment is the actual events faced by the GJ in 2021/22.

All jury members want to serve the community they live and work in. However, we do not make it easy for them to serve and fulfill their duties.

We don't feel that the 2021/22 experiment to change the number of Grand Jury members improved any situation at all; it made it less effective and did not fulfill all the duties to the citizens of Plumas County.

Justification: Headcount & Technology.

- A 19-member jury allows multiple committees to operate concurrently. Our experience as an 11-member jury [with dropouts, eventually just eight members] was that managing one committee was as much as we could do.
- A 19-member jury attains a supermajority [12] with 10% less attendance relative to an eleven-member jury requiring a supermajority of eight. I.e., a nineteen-member grand jury can be functional w/ greater absenteeism. This is an advantage in our county, with longer commutes and winter driving conditions.
- As an 11-person Grand Jury that ended up in only eight people, each member needed to be present at each meeting to have a necessary supermajority.
- The number of members needing to recuse themselves in specific investigations resulted in the Jury only being able to investigate one subject, thus limiting the scale of work and benefits to the community.
- Having a digital platform with expense reports, letter templates, key documents, etc., will ensure standardization, avoid unnecessary confusion, save time for county employees and volunteers, and provide immediate self-serve tools.
- Grand Jury has found that both the ability to use email and platforms like Zoom has been essential to our effectiveness.
- Digital tools provide a secure backup in the event actual materials are lost, stolen, or damaged

Recommendations:

- 2022/23 Grand Jury reverts to 19- a member jury **from July 1st, 2022.**
- The BOS provides secure cloud content management allowing for a smoother onboarding/transition experience for the incoming Grand Jury.
- Provide a means for the Grand Jury to use non-personal email for secure email transmission between Jury members.
- Expanded opportunities for grand jury members to access support systems such as financial support and legal advice via technology would enable more work to be done faster and more conveniently.
- Provide a Digital library to hold documents and evidence for legal references securely.

We believe such proposed adjustments will ensure a better and more effective grand Jury; going forward, improvements will also provide the continuity needed to be an efficient grand jury for incoming members and beyond the one-year commitment.

2022/2021 Grand Jury

April 18th 2022

Plumas County Resolution No. 22- _____

A RESOLUTION APPROVING THE INCREASE OF GRAND JURY MEMBERS IN PLUMAS COUNTY PURSUANT TO CALIFORNIA PENAL CODE § 888.2

WHEREAS, the Plumas County Civil Grand Jury is an independent arm of the Superior Court of California, but the Plumas County Board of Supervisors has some legislative control over the Grand Jury; and

WHEREAS, Article 1, Section 23 of the California Constitution requires that “[o]ne or more grand juries shall be drawn and summoned at least once a year in each county”; and

WHEREAS, Plumas County reduced the number of Grand Jury Members Pursuant to Resolution No. 21-8576; and

WHEREAS, Plumas County wishes to reinstate the Grand Jury to nineteen (19) members; and

WHEREAS, the total number of Grand Jury members in Plumas County be increased from eleven (11) to nineteen (19) members; and

WHEREAS, a quorum of the Grand Jury is correspondingly increased from seven (7) to twelve (12) members.

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

1. The facts and circumstances set forth in above recitals are true and correct.
2. That, pursuant to Penal Code § 888.2(b), the number of Grand Jury Members in Plumas County be increased from eleven (11) to nineteen (19), with a quorum correspondingly being increased from seven (7) to twelve (12) is approved.

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 3rd day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Kevin Goss
Chair, Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board



Plumas County Environmental Health

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

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

Date: April 22, 2022
To: Honorable Board of Supervisors
From: Rob Robinette, Interim Director
Re: Agenda Item for May 3, 2022

A handwritten signature in blue ink, appearing to be "Rob Robinette", is written over the "From:" line.

Recommendation:

Approve and authorize the Board Chair to sign an amendment to extend the agreement between Plumas County and the CA Association of Environmental Health Administrators (CAEHA) to continue to supply Environmental Health with temporary technical field support and staff training services, not to exceed \$88,500, effective through June 30, 2023. This contract amendment is approved as to form by County Counsel.

This contract extension will require \$88,500 in additional funding for the FY 22-23 budget to supply an average of 16 hours per week of support services to Environmental Health.

Background and Discussion:

The CAEHA contract with Environmental Health is essential as it enables continued reasonable and local enforcement of hazardous materials laws and regulations, and provides necessary training for Environmental Health staff until they are qualified to conduct these technical evaluations on their own.

The impact of not approving this contract extension, along with approving the corresponding allocation to fund the contract extension, will result in the inability of Environmental Health to process applications for returning and/or new fueling stations in Greenville, as well as in all other locations county wide. Current Environmental Health staff are not yet qualified to perform these types of technical evaluations.

In order to avoid the loss of the local hazardous materials regulatory program, the Board is requested authorize and fund the contract extension with CAEHA through the end of FY22-23.

If you have any questions, please do not hesitate to contact me at 283-6593.

Thank you.

Enclosures: CAEHA Professional Services Amendment to Contract #21-252
CAEHA Professional Services Contract #21-252
Environmental Health Organization Chart

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND THE CALIFORNIA ASSOCIATION OF ENVIRONMENTAL
HEALTH ADMINISTRATORS (CAEHA)**

This First Amendment to Agreement (“Amendment”) is made on April 12, 2022, between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** (“CONTRACTOR”) who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** have entered into a written Agreement dated April 12, 2021, (the “Agreement”), in which **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** agreed to provide inspection and training support services to Plumas County, Department of Environmental Health.
 - b. Because of the critical need to continue these support services due to the lack of qualified Plumas County Environmental Health staff to conduct necessary technical Hazardous Materials and Environmental Health evaluations, and the need for additional training for staff to become qualified to conduct these technical evaluations, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:

Paragraph “1. TERM” is amended to read as follows:
“The term of this Agreement shall commence on May 4, 2021, and shall terminate June 30, 2023.”
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated April 12, 2021, shall remain unchanged and in full force and effect.

NOTICE

Any and all notices, invoices, reports, or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

County: Plumas County Department of Environmental Health
Robert Robinette, Environmental Health Interim Director
270 County Hospital Rd.
Courthouse Annex, Room 127
Quincy CA 95971
E-mail: rob Robinette@countyofplumas.com
530-283-6593

Contractor: California Association of Environmental Health Administrators (CAEHA)
Justin Malan, Executive Director
910 K Street, Suite 300
Sacramento, CA 95814
E-mail: Justin@ccdeh.com
916-448-1015

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND THE CALIFORNIA ASSOCIATION OF ENVIRONMENTAL
HEALTH ADMINISTRATORS (CAEHA)**

COUNTY

CONTRACTOR

Kevin Goss
Chair, Board of Supervisors

Jeff Lamoure, President CAEHA
Tax ID #94-1675492

Date: _____

Date: _____

Steve Van Stockum
Secretary/Treasurer CAEHA

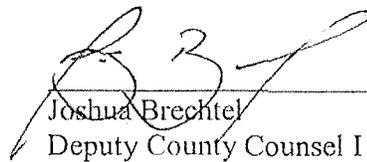
Date: _____

ATTEST:

Heidi White, Clerk of the Board

Date: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

4/14/2022

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF PLUMAS AND CALIFORNIA ASSOCIATION OF
ENVIRONMENTAL HEALTH ADMINISTRATORS

THIS AGREEMENT is made this 12th day of April 2021, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA), (hereinafter called "Contractor") pursuant to the following terms and conditions:

1. **TERM**

The term of this Agreement shall commence on May 4, 2021, and shall terminate June 30, 2022.

2. **PROJECT**

County requests Contractor to work on a Flex schedule to perform duties as a *Registered Environmental Health Specialist* with duties and responsibilities as outlined in Appendix A Scope of Work. Unless otherwise approved by the County, Contractor shall provide part time services through its employee, Jerry Sipe and/or REHS to be determined.

3. **DUTIES**

Contractor shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, an ability to manage by assignment projects which are highly complex and difficult in nature.

4. **COMPENSATION**

- A. Contractor shall be paid \$106.09 per hour for Jerry Sipe and/or REHS to be determined. Staff will work on a flexible schedule approved by the County in advance. If overtime is required, and has been approved by the County for the contractor in advance, the hourly rate is \$159.14. CAEHA shall invoice County for work performed by the 15th of each month with summary of time worked.
- B. If travel is requested, Hotel reimbursement at cost (not to exceed \$160 per night and state rate will be requested). If hotels are hard to find under \$160 per night, County will pre-approve the higher hotel costs. Receipts will be provided.
- C. If County requests travel then mileage will be reimbursed by County at current IRS rate (currently at .56 per mile).

- D. Per diem rates of \$7.00 for breakfast, \$11.00 for Lunch, \$26.00 for dinner if travel by County is requested.
- E. If postage or shipping costs are required to accomplish scope of work services, the County will reimburse with receipts.
- F. Invoices will be sent monthly to the County and payment to be made directly to CAEHA - Tax ID#94-1675492 a 501(c)(4):

California Association of Environmental Health Administrators
Attn: Sheryl Baldwin, Contract Manager
P.O. Box 2017
Cameron Park, CA 95682-2017
Telephone: (530) 676-0715 or cell (530)-363-0027
Email: Sheryl@ccdeh.com

- G. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this **Agreement shall not exceed Ninety-Four Thousand Five Hundred Dollars (\$94,500)**.
- H. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder to be paid within 30 days of a proper invoice. Interest will be added at 5% per month for invoices paid after 90 days.
- I. CAEHA has to comply with new COVID-19 Safe Families Act sick time if an employee is required to take 14-day quarantine, this sick time would be invoiced.

5. **INSURANCE REQUIREMENTS**

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

- A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly

maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change.

- B. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice 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). The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- C. **Automobile liability coverage:** Contractor shall maintain 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.
- D. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Contract.

6. **HOLD HARMLESS**

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement, and out of any assertion by any employee of Contractor that they are individually entitled to compensation of benefits of any kind directly from the County as a result of their work performed for the County under this Agreement. If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including

reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. **TERMINATION**

A. This Agreement may be terminated by County at County's option:

- (1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness. Such a termination shall be effective immediately upon notice to Contractor.
- (2) For any reason satisfactory to County (without cause) provided, however, Contractor shall be given fourteen (14) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

- (1) Upon County's failure, neglect or refusal to make any payment as required hereunder.
- (2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.
- (3) Upon fourteen (14) days written notice to County.

8. **STATUS**

Contractor and County agree that Contractor is an independent contractor and in no event shall Contractor or any of its employees be considered an employee of the County.

9. **ASSIGNMENT**

This Agreement is for the professional services of Contractor and in particular for the services of Contractor's employee Jerry Sipe and/or other REHS staff to be determined, and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. NOTICE

Any and all notices, invoices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

County: Plumas County Department of Environmental Health
Robert Robinette, Environmental Health Interim Director
270 County Hospital Road
Courthouse Annex Room 127
Quincy, CA 95971
Email: robobinette@countyofplumas.com
530-283-6593

Contractor: California Association of Environmental Health Administrators
Justin Malan, Executive Director
910 K Street, Suite 300
Sacramento, CA 95814
Telephone: (916) 448-1015
Email: Justin@ccdeh.com

IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first herein above written.

COUNTY

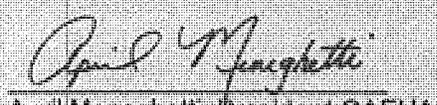

Jeff Engel
Chair, Board of Supervisors

Date: 5-4-2021

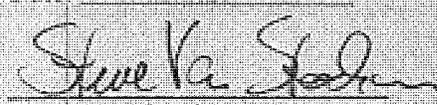
ATTEST:


Heidi Putnam, Clerk of the Board

CONTRACTOR


April Meneghetti, President CAEHA
Tax ID#94-1675492

Date: 5/5/2021


Steve Van Stockum,
Secretary/Treasurer CAEHA

Date: 5/4/2021

Approved as to form:

Gretchen Stuhr
Plumas County Counsel

4/21/2021

APPENDIX A

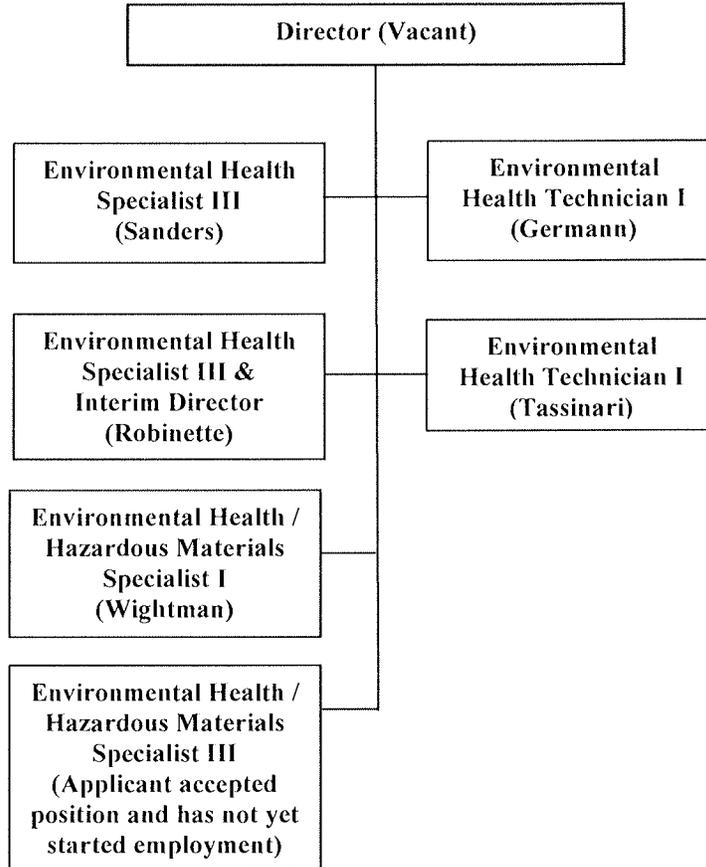
Scope of Work Registered Environmental Health Services

Plumas County Environmental Health Department seeks an Registered Environmental Health Specialist (REHS) to address a backlog of inspections at the Director's discretion.

Consultant shall provide Environmental Health inspection services to Plumas County as requested by the Director of Environmental Health or his/her designee. Said services shall include, but not limited to, the following:

- A. Consultant shall conduct routine inspections, investigations and permitting of regulated environmental health facilities, which include, but are not limited to, the following: Certified Unified Program Agency (CUPA) facilities, and general environmental health services.
- B. Consultant shall prepare, on behalf of the County, written inspection reports of each facility inspection or investigation. Consultant shall provide written documentation of all inspections, investigations, site visits or complaints for each activity performed.
- C. Consultant shall review facility permits, business plans, reports, California Environmental Reporting System (CERS), correspondence, and facility files for completeness and prepare necessary reports or correspondence
- D. Consultant shall assist County with preparation of State reports, State evaluations, and meetings that are conducted in the County as recognized within the scope and practice of environmental health.
- E. Consultant shall assist the County with environmental health program planning and evaluation.
- F. Aboveground Petroleum Storage Act (APSA) and Hazardous Waste Operations Certifications are necessary.
- G. Other REHS work as directed by the Director of Environmental health.

ENVIRONMENTAL HEALTH





JD Moore
Director

County of Plumas
Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: **May 3, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Authorize the Director of Facility Services & Airports to recruit and fill, funded and allocated 1.0 FTE Maintenance Worker II/ III position.

Recommendation

Authorize the Director of Facility Services & Airports to recruit and fill, funded and allocated 1.0 FTE Maintenance Worker II/ III position.

Background and Discussion

The Maintenance Worker III position became available on April 28, 2022 due to retirement.

Attachments

Critical Staffing Memo
Organizational Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2021/2022

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes

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

It is critical that the Maintenance Worker II/ III position is approved/filled due to workload, and the vast area that this Department covers.

3. How long has this position been vacant?

This position became available on April 28, 2022 due to retirement.

4. Can the department use other wages until the next budget cycle?

No.

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

Unknown.

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

If this position is not filled, the workload for the remaining Maintenance Workers will increase and maintenance/response times will be impacted.

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

N/A

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?

N/A

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

No

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

No.

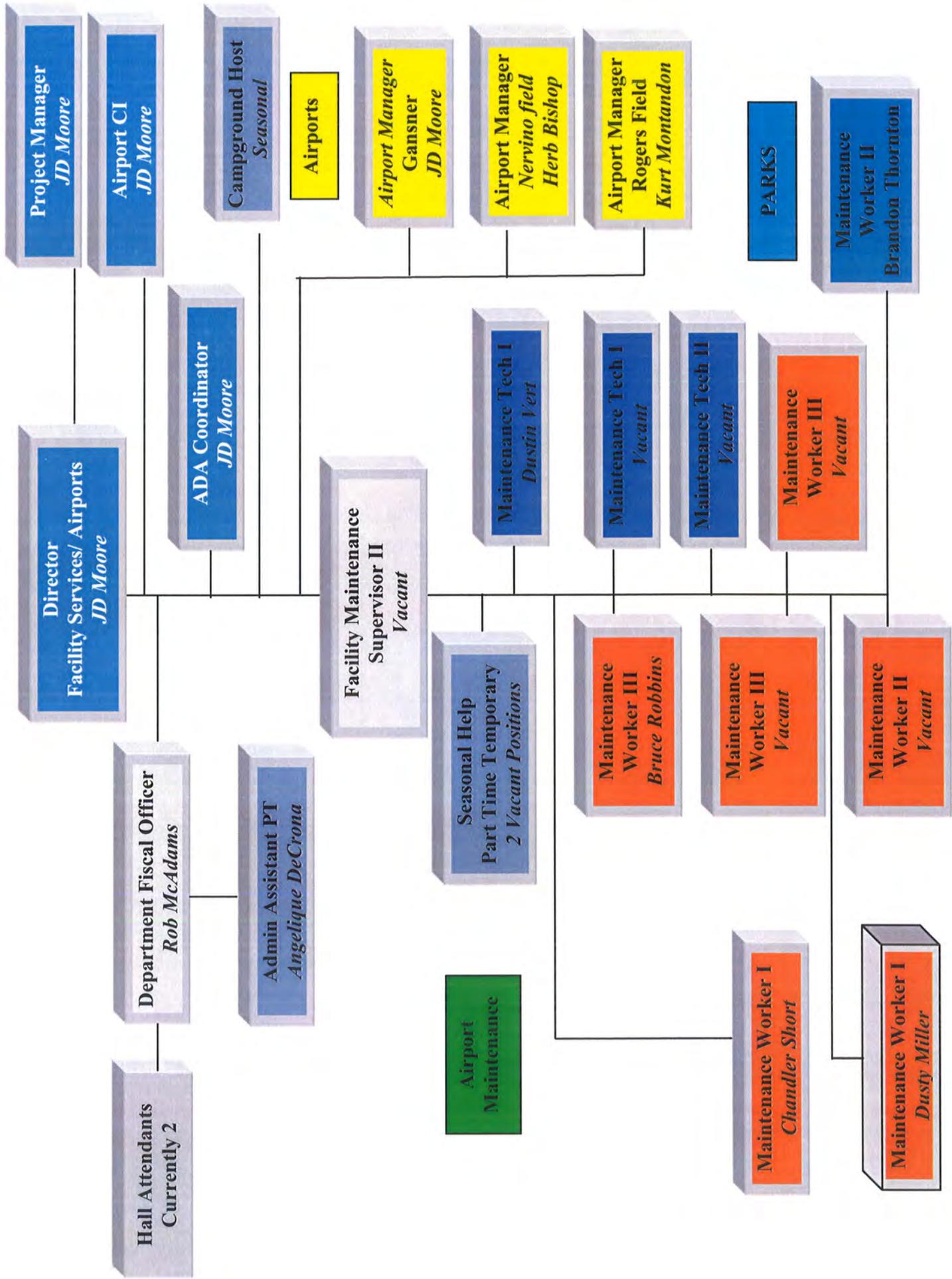
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Filling this position will not impact the general fund, as it is already budgeted for in FY21-22

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

No, this Department is funded by the general fund.

Department of Facility Services- Organizational Chart
As Of 04/21/2022





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

Date: March 10, 2022

To: Honorable Board of Supervisors

From: John Steffanic, Fair Manager

Re: 2022 Capital Improvements Supplemental Budget

Recommendation: To approve expenditures, contracts, and supplemental budget for capital improvements and rehabilitation projects from the Dixie Fire Camp on the Plumas Sierra County Fairgrounds.

Background and Discussion: The California Department of Food and Agriculture, Fairs and Expositions Branch, disbursed one-time funds to California Fairs for operational purposes. There are no specific restrictions other than the money needs to be spent on keeping fairgrounds operational and ready for purposes like fire camps or evacuation centers. The median award to each fairgrounds was \$300,000.00. The Plumas Sierra County Fairgrounds was awarded \$780,000.00. There are four long needed improvements, as well as one rehabilitation project covered in this request. Money for the rehabilitation project (re-seeding the Carnival Lawn after the Dixie Fire Camp) has already been received from the Forest Service as part of the Fire Camp contract.

We propose to re-pave the asphalt between the Fair Administration building and the Mineral Building. The condition of the current asphalt has been tagged by our insurance provider as unsafe for many years and all we have been able to do is use cold patch to fill holes. This would solve that risk issue.

We propose to grind down and resurface the concrete floor in Serpilio Hall. The current floor is uneven in places and the finish is made up of chipped paint which hinders proper cleaning. The uneven condition was identified as a potential problem if the building was used as overflow for the hospital. This project would make movement of hospital beds and necessary cleaning possible.

We have a section of our western boundary fence that is non-existent and has been for decades. This has allowed the neighbors to creep onto fairground property with storage, equipment and garbage. High Sierra Music Festival has always used temporary fencing to

solve this problem, but we keep losing space due to these items moving further on our property. This chain link fence will redefine and reclaim this area.

The roof of the Junior Agriculture Building has leaked for many years. While it continues to survive, the constant leaking will eventually weaken the structure and create a much greater cost in the future. By replacing the roof, we will increase the functionality by being able to store more things throughout the winter and keep the building longer.

Finally, I have requested an increase in Other Wages (\$7000.00) to help make these improvements, and more, before the end of this fiscal year. With an additional \$25,000.00 added to Maintenance Buildings and Grounds, we plan on completing smaller projects like replacing the Gazebo Roof, repairing leaks in the Serpilio Hall roof, installing fans in the livestock barns and hopefully replace the disgustingly stained chairs in the Mineral Building.

**COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER
(Auditor's Use Only)

Department: Fairgrounds Dept. No: 20190 Date 3/10/2022

The reason for this request is (check one):

- | | | | Approval Required |
|----|-------------------------------------|---|--------------------------|
| A. | <input type="checkbox"/> | Transfer to/from Contingencies OR between Departments | Board |
| B. | <input checked="" type="checkbox"/> | Supplemental Budgets (including budget reductions) | Board |
| C. | <input type="checkbox"/> | Transfers to/from or new Fixed Asset, within a 51XXX | Board |
| D. | <input type="checkbox"/> | Transfer within Department, except fixed assets | Auditor |
| E. | <input type="checkbox"/> | Establish any new account except fixed assets | Auditor |

TRANSFER FROM OR **SUPPLEMENTAL REVENUE ACCOUNTS**

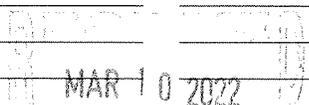
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0005</u>	<u>20190</u>	<u>44200</u>	<u>State Aid</u>	<u>170,498.14</u>
Total (must equal transfer to total)				<u>170,498.14</u>

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0005</u>	<u>20190</u>	<u>521300</u>	<u>Maintenance Buildings & Grounds</u>	<u>163,498.14</u>
<u>0005</u>	<u>20190</u>	<u>51020</u>	<u>Other Wages</u>	<u>7,000.00</u>
Total (must equal transfer to total)				<u>170,498.14</u>


 Auditor's / Clerk's

Supplemental budget requests require Auditor/Controller's signature

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

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

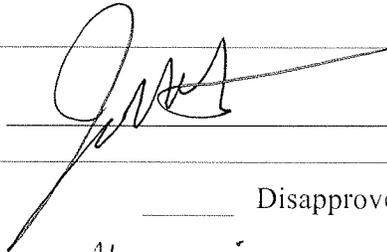
A) To accomplish capital improvements and repairs on the fairgrounds

B) Unexpected State Aid for this purpose

C) Trying to get the projects done before the event season

D) New projects

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Bianca Harrison

3/14/22

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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

DEPOSIT PERMIT

COUNTY OF RIUMAS
STATE OF CALIFORNIA

THE TREASURER
HAS RECEIVED FOR DEPOSIT

FROM: Fairgrounds
(Department or Agency)

Date 11/22/21

THE SUM OF: Seven hundred eighty three thousand, three hundred fifteen dollars and 74/100

DOLLARS \$ 783,315.74

RECEIPT NOS. 21440-21456

By: [Signature]
(SIGNATURE)

ON ACCOUNT OF	FUND	ACCT.	DEPT.	CASH ACCT.	AMOUNT
Fair-Storage Rental	0005	43608	20190	10100	2,665.74
Fair-Rental of Buildings	0005	43091	20190	10100	650.00
Fair-State Fair Aid	0005	44200	20190	10100	780,000.00

	FUND NAME	FUND NO.	AMOUNT								
	<table border="1" style="width: 100%;"> <tr> <td>Coin</td> <td></td> </tr> <tr> <td>Currency</td> <td></td> </tr> <tr> <td>Checks</td> <td style="text-align: right;">783,315.74</td> </tr> <tr> <td>Direct Dep.</td> <td></td> </tr> </table>			Coin		Currency		Checks	783,315.74	Direct Dep.	
Coin											
Currency											
Checks	783,315.74										
Direct Dep.											

CERTIFIED INTO THE COUNTY TREASURY
UNDER SEC. 27008, GOV'T. CODE.

County Auditor/Controller
Date: 11-22-21
By: [Signature]
Deputy

Treasurer and Tax Collector
Date: 11-22-21
By: [Signature]
Deputy

DEPOSIT NO. 21440-21456

Plumas County

YEAR-TO-DATE BUDGET REPORT

FOR 2022 08

ACCOUNTS FOR: 0005 COUNTY FAIR	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2019 COUNTY FAIR							
201904 44200 STAIDFAIR							
TOTAL COUNTY FAIR	-48,428	-124,836	-780,000.00	.00	.00	655,164.34	624.8%
TOTAL REVENUES	-48,428	-124,836	-780,000.00	.00	.00	655,164.34	624.8%

Construction Agreement
SC-012-22

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 **Lambert 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 Nine Hundred Ninety Nine Dollars and 00/100 (\$9999.00) (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 May 3, 2022, through February 28, 2023.
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 contractor, issued by the State of California, No. 792318.
- 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. Lambert Construction, Inc.
P.O. Box 1184
Quincy, CA 95971
Attention: Norm Lambert
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:

Lambert Construction, Inc., a California corporation

By: _____
Name: Norman Lambert
Title: CEO/CFO
Date signed:

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Purchasing Agent
Date signed:

Approved as to form:



Sara James 4/15/2022
Deputy County Counsel II

EXHIBIT A

Scope of Work

1. To provide excavation services to rehabilitate Carnival Lawn after Dixie Fire Camp
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

California Fair Services Authority

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

INSURANCE REQUIREMENTS

I. Evidence of Coverage

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. General 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 Revised August 29, 2019 S:\Safety\CFSA Insurance Requirements\Insurance Requirements 8-30-19.docx

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

Construction Agreement
SC-013-22

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 Seventy One Thousand Seventy Two Dollars and 50/100 (\$71,072.50) (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 April 12, 2022, through February 28, 2023. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 12, 2022 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: _____
Name: Kevin Goss
Title: Board of Supervisors Chairman
Date signed:

Approved as to form:



Sara James
Deputy County Counsel II

4/14/2022

EXHIBIT A

From: Brent Dingel

Fax: (530) 283-6431

To:

Fax: (530) 283-6431

Page: 2 of 2

03/23/2022 3:58 AM



PO Box 3908, Quincy Co 95971

Job Estimate

PROJECT #Plumas County Fairgrounds
 Location Quincy, Ca
 Drawings

ITEM NO.	DESCRIPTION	METHOD OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilize to site	LS	1	\$ 660.00	\$ 600.00
2	Demolition - Saw cut and remove asphalt etc as needed from project. Dispose of material off site.	SF	2,881	\$ 2.50	\$ 7,202.50
3	Preparation - import road base as needed for grading asphalt to be replaced	SF	2,881	\$ 3.00	\$ 8,643.00
4	Fabric - Tack and lay fabric in needed areas	SF	6,500	\$ 1.50	\$ 9,750.00
5	Pave 3" - Place a new lift of asphalt over graded area	SF	2,881	\$ 4.50	\$ 12,964.50
6	Overlay 2" - Place a new lift of asphalt over existing surface	SF	13,876	\$ 2.30	\$ 31,912.50
7				\$ -	\$ - .00
8				\$ -	\$ - .00
9				\$ -	\$ - .00
10				\$ -	\$ - .00
11				\$ -	\$ - .00
12				\$ -	\$ - .00
13				\$ -	\$ - .00
14	Project must be complete by June 2022. This estimate includes prevailing wage pricing			\$ -	\$ - .00
				\$ -	\$ - .00
				TOTAL	\$ 71,072.50

PRICE SUBMITTED BY

Bidder Name	Brent Dingel	Phone	530-283-7420
		FAX	530-283-2879
			WILBURN@WILBURNCONSTRUCTION.COM
Date	3/27/2022		

PRICE AUTHORIZED BY

Signature	Phone	530-283-6272
Customer Name	FAX	530-283-6431
Mailing Address	Email	

____ COUNTY INITIALS

10

CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

1. Contractor will bill for work done per Exhibit A. 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

California Fair Services Authority
INSURANCE REQUIREMENTS

I. Evidence of Coverage

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. General 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 Revised August 29, 2019 S:\Safety\CFSA Insurance Requirements\Insurance Requirements 8-30-19.docx

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

Construction Agreement
SC-014-22

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 **High Desert Surface Prep, Inc.**, a Nevada 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 Twenty Nine Thousand Two Hundred Dollars and 00/100 (\$29,200.00) (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 May 3, 2022, through February 28, 2023.
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 C-40, Concrete Repair contractor, License #55772B, issued by the State of Nevada and as a C-5, Concrete Coating contractor, License #81196, issued by the State of Nevada.
- 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. High Desert Surface Prep, Inc.
1460 Pittman Ave.
Sparks, NV 89431
Attention: John Paul
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.

43. California Licenses. If applicable, Contractor affirms that it has all necessary licenses and registrations required to perform work in California.

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

CONTRACTOR:

High Desert Surface Prep, Inc., a Nevada corporation

By: _____
Name: Gregory B. Johnson
Title: President
Date signed:

By: _____
Name: Stacey M. Johnson
Title: Secretary
Date signed:

COUNTY:

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

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

ATTEST:

By: _____
Clerk of the Board of Supervisors

Approved as to form:



Sara James 4/15/2022
Deputy County Counsel II

EXHIBIT A

2/16/22, 9:46 AM

Proposal Print



Released by John Paul on Feb 15, 2022 **Released**
High Desert Surface Prep Inc.
License # 557729 & 81196 1460 Pittman Avenue
Sparks, NV 89431
Phone: 775-300-1900
Fax: 775-853-1337

Oren Morrison
Cell: 530 524-8660

Print Date: 2-16-2022

Price Breakdown:

4473 - Oren Morrison - Quincy Fairgrounds - Remove Existing Coating - Fill Joints - Install 2 Coats of Clear Sealer

Items	Price
1000 - 1999 JOB TYPE	
High Desert Surface Prep proposes to remove the existing epoxy coating, painted lines, and tape lines. diamond grind smooth and install 1 coat of water-based epoxy and 1 coat of clear Ballistic clear protective sealer. 10,000 square feet	\$29,200.00

- 348 linear feet of joints
- 100 linear feet of cracks (if more crack fill is needed there may be an additional charge)

SCOPE OF WORK:

- Hydraulic machine scrape up tape lines
- Diamond grind or use black pads to remove the existing coating
- Hand grind edges to match the floor
- Diamond grind concrete smooth with 100's or 200's
- Pick up debris and Vacuum
- Clean floor for new clear sealer
- Install 1 coat of waterbased epoxy primer sealer
- Install 1 coat Ballistic clear protective coating final sealer
- Inspect and finalize upon completion

QUALIFICATIONS:

- Some grinder marks may show through
- Some paint and line may have some shadowing
- Concrete may take on a different look in some areas due to concrete sub straight condition and age
- Concrete will have a darker wet look when complete
- Dumpster to be supplied by contractor/owner
- Some dust may be present during the removal
- Machine is propane powered with a scrubber and muffler
- A thin residue WILL be left on the floor from scraping
- *BIDS ARE GOOD FOR 30 DAYS FROM THE DATE SENT*

Total Price: \$29,200.00

Hi John & Oren, here is the proposal for the multipurpose building at the Fairgrounds to remove existing coating and tape, fill joints, repair 100 linear feet of cracks and install 2 coats of clear sealer to the concrete floor. I figure this will take 5 days to complete. If you have any questions
<https://builder.trend.nevapp/share/UJKbYzfmGzc/LeadProposal/Print/ZmDhQRBoe7Y>

1/2

____ COUNTY INITIALS

10

CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

1. Contractor will bill for work done per Exhibit A. 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

**California Fair Services Authority
INSURANCE REQUIREMENTS**

I. Evidence of Coverage

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. General 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 Revised August 29, 2019 S:\Safety\CFSA Insurance Requirements\Insurance Requirements 8-30-19.docx

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

Construction Agreement
SC-016-22

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 Matthew Tinston, a sole proprietor dba **Sky High Roofing** (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 Thirty Three Thousand Five Hundred Forty Seven Dollars and 14/100 (\$33,547.14) (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 May 3, 2022, through February 28, 2023.
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 C-39, roofing contractor, License #867056, issued by the State of California.
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. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
27. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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:

38. Sky High Roofing
 705-860 Travis Lane
 Susanville, CA 96130
 Attention: Matthew Tinston

39. 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.

40. 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.
41. 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.
42. 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.
43. 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:

Matthew Tinston, a sole proprietor dba Sky High Roofing

By: _____
Name: Matthew Tinston
Title:
Date signed:

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Board of Supervisors Chairman

ATTEST:

By: _____
Clerk of the Board of Supervisors

Approved as to form:



Sara James 4/15/2022
Deputy County Counsel II

EXHIBIT A

 <p>SKY HIGH ROOFING CA. Lic# 867056 703-860 Travis Ln. Susanville, CA 96130</p> <p align="center">(530) 257-9093</p> <p>Submitted To: <u>Oran</u></p>	<p align="center">Page No. _____ of _____ Pages</p> <h2 align="center">PROPOSAL 2218</h2> <p><small>PROPERTY LINE: Owner shall locate and permit the property lines to contractor. Contractor may, at the option, require owner to provide a licensed land surveyor's map of property.</small></p> <p>Contractor Phone# <u>530-524-8660</u> Contractor Fax# <u>530-283-6431</u></p> <p>Address <u>209 Fairgrounds Rd (County)</u></p> <p>City/State/Zip _____</p> <p>Start to Date _____ Completion Date _____</p> <hr/> <p><small>THIRD PARTY CONTRACTORS: THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS AND INSURANCE.</small></p> <p><u>Roof over with IB 60mil</u> License # <u>867056</u> Name <u>Matt</u> Date of Proposal <u>Mar 1, 22</u></p> <p><small>THE CONTRACTOR SHALL SUBMIT SPECIFICATIONS AND ESTIMATES FOR:</small></p> <p><u>Start by cleaning roof. Fire Sheeting will cover the roof. 2 rows of 3' foot Sheeting IB 60mil will cover eaves (covered down with 1 3/4 screws) cover lap all eaves. New 3 inch x 3 inch drip edge will cover all eaves. 6 foot 60mil will cover the rest of the roof. Coasters will be removed so new boots can be installed. Power and water need to be turned off and removed for us. New boots will go on power lines. All material will be mechanically fastened, 3" plates and 1 3/4" screws for fire sheeting, 2" barbed plates with 1 7/8" screws for 3' and 6' sheets of 60mil single ply. 4' x 5' 2 way vents will be cut into the roof where needed. All seams will be welded and all boots will be welded and sealed as needed. This roof will have a 2.5yr. NDL warranty from IB. This bid includes all materials if no rot is found, permits, clean up and taxes. Unknown ETC on all material do to supply chain issues. At this time unable to provide estimate.</u></p> <p><small>CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A PATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95825.</small></p> <p><small>STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING - IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS).</small></p> <p><small>LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.</small></p> <p><small>YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCAIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-UNCLB FOR MORE INFORMATION.</small></p> <p>We Propose to perform the above work in accordance with the drawings and specifications submitted, and to complete it in a workmanlike manner according to standard practices for the sum of _____</p> <p align="center">Down Payment of _____</p> <p>PAYMENT SCHEDULE. The Contract Price shall be paid in progress payments, which do not include finance charges of any kind, according to the following schedule:</p> <table style="width:100%;"> <tr> <td style="width:50%;"> <p><u>10</u> % (\$ <u>33,547.14</u>) upon signing Contract.</p> <p>_____ % (\$ _____) upon completion of _____</p> <p><u>90</u> % (\$ <u>301,172.43</u>) upon completion of <u>the new roof</u></p> <p><u>100</u> % (\$ <u>333,547.14</u>) shall be made forthwith upon completion of work under this contract.</p> </td> <td style="width:50%; vertical-align: top;"> <p><small>Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any halt or payment being made, furnish to the Owner or Tenant contracting for the home improvement or swimming pool, a full and unconditional release from any claim or "mechanics' lien" for that portion of the work for which payment has been made.</small></p> <p>You the Owner or Tenant have the right to require the Contractor to have a performance and payment bond.</p> </td> </tr> </table> <p>Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights shall exist until this proposal is accepted in writing.</p> <p>Failure by the Contractor, without lawful excuse, to substantially commence work within twenty (20) days from the approximate date specified in this contract when the work will begin, is a violation of the Contractors License Law.</p> <p>Buyer's Signature _____ Date _____ Contractor's Signature _____ Date _____</p> <p><small>You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation form (reverse side) for an explanation of this right.</small></p> <p align="right">IMPORTANT INFORMATION ON BACK ▶</p>	<p><u>10</u> % (\$ <u>33,547.14</u>) upon signing Contract.</p> <p>_____ % (\$ _____) upon completion of _____</p> <p><u>90</u> % (\$ <u>301,172.43</u>) upon completion of <u>the new roof</u></p> <p><u>100</u> % (\$ <u>333,547.14</u>) shall be made forthwith upon completion of work under this contract.</p>	<p><small>Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any halt or payment being made, furnish to the Owner or Tenant contracting for the home improvement or swimming pool, a full and unconditional release from any claim or "mechanics' lien" for that portion of the work for which payment has been made.</small></p> <p>You the Owner or Tenant have the right to require the Contractor to have a performance and payment bond.</p>
<p><u>10</u> % (\$ <u>33,547.14</u>) upon signing Contract.</p> <p>_____ % (\$ _____) upon completion of _____</p> <p><u>90</u> % (\$ <u>301,172.43</u>) upon completion of <u>the new roof</u></p> <p><u>100</u> % (\$ <u>333,547.14</u>) shall be made forthwith upon completion of work under this contract.</p>	<p><small>Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any halt or payment being made, furnish to the Owner or Tenant contracting for the home improvement or swimming pool, a full and unconditional release from any claim or "mechanics' lien" for that portion of the work for which payment has been made.</small></p> <p>You the Owner or Tenant have the right to require the Contractor to have a performance and payment bond.</p>		

EXHIBIT B

Fee Schedule

1. Contractor will bill for work done per Exhibit A. Contractor shall also invoice fairgrounds for any parts required to complete repairs. Per terms of proposal:

10% Due upon signing contract (\$3,354.71)

90% Due upon completion of job (\$30,192.43)

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

**California Fair Services Authority
INSURANCE REQUIREMENTS**

1. Evidence of Coverage

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. General 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 Revised August 29, 2019 S:\Safety\CFSA Insurance Requirements\Insurance Requirements 8-30-19.docx

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

DEPARTMENT OF HUMAN RESOURCES

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



DATE: August 9, 2019

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
MAY 3, 2022.
RE: APPROVE RESOLUTION RATIFYING THE MEMORANDUM OF
UNDERSTANDINGS BETWEEN THE COUNTY OF PLUMAS AND THE
PROBATION ASSOCIATION AND THE MID-MANAGEMENT ASSOCIATION

IT IS RECOMMENDED THAT THE BOARD:

Approve resolution to ratify the Memorandum of Understanding (MOU) for the Probation Association and the Mid-Management Probation Association for the period of July 1, 2021 through June 30, 2023.

BACKGROUND AND DISCUSSION:

The County negotiation team has met in good faith with the bargaining team of the Probation Association and the Mid-Management Association to reach a tentative agreement. There have been a few changes to the tentative MOU, wage increases of an immediate increase to the employees' hourly wages, and increase to employer contribution to health insurance premiums rates.

Highlights from the tentative MOU for the Probation Association and the Mid-Management Association includes the following new agreed upon conditions:

2.01 WAGE

Wages for all represented classifications shall be increased during the term of this Agreement as follows:

2.5 % effective the first full pay period following adoption of this Agreement by the Board of Supervisors.

3.0 % effective the pay period including July 1, 2022.

The County shall pay all members of the bargaining association a one-time, non-recurring, non-pensionable lump sum payment in the amount of one thousand, five hundred dollars (\$1,500.00)

minus applicable payroll deductions the first full pay period following Board of Supervisors' adoption of this Agreement.

4.01 HEALTH INSURANCE

Active Employee Health Plan

Employees are eligible to receive medical insurance through the CalPERS based on employees' residential zip codes for either PORAC, Care, Choice, or Select medical plans.

Effective July 1, 2018, the County shall contribute the flat dollar amount each month towards CalPERS health insurance plans for medical, vision, dental and life benefit as follows:

- | | |
|-----------------|------------|
| 1. Employee: | \$624.60 |
| 2. Employee +1: | \$1,260.90 |
| 3. Family: | \$1,630.56 |

5.09 HOLIDAYS

Added June 19, Juneteenth

I recommend the Board of Supervisors approve the attached Resolution to ratify the Memorandum of Understanding (MOU) for both associations, Probation and Mid-Management Probation Association for the period of July 1, 2021 through June 30, 2023.

A copy of the Probation and Mid-Management Associations Memorandum of Understandings are on file with the Clerk of the Board. The new MOUs includes Appendix A, list of Probation and Mid-Management Associations Job Classifications.

RESOLUTION NO. 2022- _____

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDINGS
BETWEEN THE COUNTY OF PLUMAS AND THE PROBATION
ASSOCIATION AND THE MID-MANAGEMENT PROBATION ASSOCIATION**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for Probation Association and the Mid-Management Probation Association and have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understandings covering wages, hours and other terms and conditions of employment, for the Probation Association employees. The period covered under this tentative agreement is July 1, 2021 through June 30, 2023.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understandings for the Probation Association and the Mid-Management Probation Association.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understandings for the Probation Association and Mid-Management Probation Association as set forth in the copy of the Memorandum of Understandings attached to this Resolution as Exhibit A and Exhibit B.
2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of these Memorandum of Understandings and the Board Chair is authorized to execute the Memorandum of Understandings and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 3rd day of May, 2022 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board



County of Plumas
Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



Keevin Allred
Chief Probation Officer

Phone: 530-283-6200
FAX: 530-283-6165

DATE: April 25, 2022

TO: The Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer *KA*

SUBJECT: Board Agenda Item for May 3, 2022

RE: Approval of the Pretrial FY22-23 Supplemental budget, budget transfers to cover Overtime costs exceeding the FY21-22 Budget, and budget transfers to cover ongoing juvenile travel costs out department 20415 – Youthful Offenders Block Grant (YOBG)

Recommendation:

Approve the supplemental revenue and expenditure request of \$177,506.23 in the upcoming 22-23 fiscal year for Pretrial. A separate department will be established in order to properly track revenue and expenditures.

Approve the budget transfer of \$7,500 in the current 21-22 fiscal year from the Probation General Fund regular wages payroll account to the overtime payroll account, in order to continue paying ongoing expenses.

Approve the budget transfer of \$10,000 in the current 21-22 fiscal year from the YOBG professional services account to the YOBG Out of county travel account, in order to pay ongoing juvenile placement expenses.

Background:

The Probation Pretrial program is set to commence at the start of the upcoming fiscal year, July 1, 2022, pending approval of an MOU between the Plumas County Superior Court and the Probation Department. This program will require Probation to establish a new department in order to properly track ingress of pretrial revenue funds, alongside tracking and isolating of pretrial expenditures.

Overtime wages for Probation in FY21-22 will outstrip the budgeted amount of \$25,000



County of Plumas

Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



Keevin Allred
Chief Probation Officer

Phone: 530-283-6200
FAX: 530-283-6165

by Pay Period 22, ending April 23, 2022. This reduced budget amount came about as a result of the overall reduction of budgets for FY20-21, due to the unknown budgetary effects of the pandemic, and remained status quo since the reduction. Due to turnover and the Dixie Fire, overtime usage saw a spike in the current fiscal year. The amount will come out of the Regular Wages account, which can withstand the transfer due to savings from vacant positions.

The Out of County Travel budgets in the current fiscal year have also been stressed heavily due to a return to form in travel, coinciding with the relaxation of the travel restrictions placed upon the state of California for the past few years. During the budget creation process, travel out of county was kept reduced due to the unknown timeframe of the pandemic, which stifled travel in the last few years. Due to a juvenile placement in Southern California, the YOBG travel account has been stretched well beyond what it was capable of, even with an additional \$5,000, the maximum allowable transfer by the county auditor. While the budget is not maxed out in the printout, the auditors have several expensive invoices waiting that must be paid in the current fiscal year. The amount will come out of the Professional Services account, which can withstand the transfer due to a large budget and low usage.

F422-23

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Probation Dept. No: 20400 Date 4/19/2022

Table with 2 columns: Reason for request (A-E) and Approval Required (Board, Auditor). Option B is checked.

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

Table with 5 columns: Fund #, Dept #, Acct #, Account Name, \$ Amount. Includes one row for TRN-PROB PRETRIAL and a total row.

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Table with 5 columns: Fund #, Dept #, Acct #, Account Name, \$ Amount. Lists various expenses like CELL PHONE SERVICE, PRINTING SVC, etc., with a total row.

Supplemental budget requests require Auditor/Controller's signature

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

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

A) New funds will be available for Pre-trial. A budgetary department must be established in order to track usage.

B) Budget establishment is not a transfer.

C) Pretrial begins at the start of the next budget year.

D) _____

Approved by Department Signing Authority: 

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: B. Harrison 4/25/22

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

FY22-23

TRANSFER NUMBER
(Auditor's Use Only)

Department: Probation Dept. No: 20400 Date 4/19/2022

The reason for this request is (check one):

			Approval Required
A.	<input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B.	<input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C.	<input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	<input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E.	<input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
Total (must equal transfer to total)				0.00

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0046P	20405	527000	TRAINING	3,280.00
0046P	20405	527402	BUS PASSES - NON EMP	1,000.00
0046P	20405	527500	TRAVEL- OUT OF COUNTY	1,300.00
0046P	20405	531400	EMERGENCY HOUSING	16,800.00
0046P	20405	541500	VEHICLE	40,946.75
0046P	20405	580005	TRANSFER	90,161.30
Total (must equal transfer to total)				153,488.05

Supplemental budget requests require Auditor/Controller's signature

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

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

A) New funds will be available for Pre-trial. A budgetary department must be established in order to track usage.

B) Budget establishment is not a transfer.

C) Pretrial begins at the start of the next budget year.

D) _____

Approved by Department Signing Authority: 

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: B Hamson 4/25/22

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

Attachment D -- Pretrial Service Provider budget detail sheet (One-Time Funding)

PRETRIAL SERVICE PROVIDER NAME:
FISCAL YEAR:

Plumas Probation Department
Year 1 (July 1, 2021, to June 30, 2022)

PERSONNEL SALARIES AND FRINGE BENEFITS

Position	Computation = Yearly Salary (include benefits) x FTE	Cost
JAIL UNIT (please insert name of department)		
JAIL UNIT TOTAL		\$ -
SUPERVISION UNIT		
SUPERVISION UNIT TOTAL		\$ -
ADMINISTRATION UNIT		
ADMINISTRATION UNIT TOTAL		\$ -
PERSONNEL & FRINGE BENEFITS TOTAL		\$ -

OPERATING EXPENSES

TRAVEL (include location, number of travelers, etc)		
Purpose of Event	Computation	Cost
Shadowing - Other county: 2 staff, 2 counties.	Staff (other county) time: Approx \$400 * 2	800.00
TRAVEL TOTAL		800.00

EQUIPMENT (minor and major equipment)

Item Description	Computation	Cost
1 Laptop computer	Approx 1,700 + 350 for Microsoft license	2,050.00
Client Phones (Tracfone)	5 UNITS at 59.00	320.00
Vehicle	2021 Ford Sport Edge - Ford Susanville Motors. Sticker price \$38,090, plus tax, etc.	40,946.75
Printer	Portable printer for use in jail	400.00
One Employee Cell Phone	Pretrial On-call cell phone initial purchase	250.00
EQUIPMENT TOTAL		43,966.75

Attachment D -- Pretrial Service Provider budget detail sheet (Ongoing funding)

PRETRIAL SERVICE PROVIDER NAME:
FISCAL YEAR:

Plumas Probation Department
Year 1 (July 1, 2021, to June 30, 2022)

PERSONNEL SALARIES AND FRINGE BENEFITS		
Position	Computation = Yearly Salary (include benefits) x FTE	Cost
JAIL UNIT (please insert name of department)		
Deputy Probation Officer II	80,406.98 x .15 FTE	12,061.05
JAIL UNIT TOTAL		\$ 12,061.05
SUPERVISION UNIT		
Deputy Probation Officer I	76,220.63 x .75 FTE	57,165.47
Overtime	Approx. 2.5hr/wk	4,680.00
SUPERVISION UNIT TOTAL		\$ 61,845.47
ADMINISTRATION UNIT		
Supervising Probation Officer	109,832.90 x .10 FTE	10,983.29
Management Analyst II	52,714.88 x .10 FTE	5,271.49
ADMINISTRATION UNIT TOTAL		\$ 16,254.78
PERSONNEL & FRINGE BENEFITS TOTAL		\$ 90,161.30
OPERATING EXPENSES		
TRAVEL (include location, number of travelers, etc)		
Purpose of Event	Computation	Cost
Pretrial Training	Estimate	2,000.00
Vehicle Maintenance	Estimate	1,000.00
California Association of Pretrial Services	2 Staff Membership @ \$30	60.00
CAPS Conference	2 Staff @ \$240 Registration	480.00
- Per Diem	2 Staff, 3.25 days = \$250	250.00
- Hotel	2 Staff, 3 Nights @ \$175ea	1,050.00
TRAVEL TOTAL		4,840.00
EQUIPMENT (minor and major equipment)		
Item Description	Computation	Cost
Pretrial staff cell phone	Monthly fee	1,500.00
Client Phones (Monthly minute plan cards and replacement phones)	5 UNITS at \$30/month x 12 months. 5 Replacement phones per year	2,136.18
Drug Testing & Supplies	Approximately 6 panel tests per week @ 4.25 And 2 lab tests per week (1.5x standard @ \$10.05 ETS @ \$15) Multiplied by 52 weeks	2,652.00
EQUIPMENT TOTAL		6,288.18
SUPPLIES (expendable items such as office supplies, training materials, etc.)		
Item Description	Computation	Cost
Office supplies	paper, pens, staples, printer supplies	600.00

**COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER
(Auditor's Use Only)

Department: Probation Dept. No: 20400 Date 4/20/2022

The reason for this request is (check one):

- | | | | Approval Required |
|----|-------------------------------------|---|--------------------------|
| A. | <input type="checkbox"/> | Transfer to/from Contingencies OR between Departments | Board |
| B. | <input type="checkbox"/> | Supplemental Budgets (including budget reductions) | Board |
| C. | <input checked="" type="checkbox"/> | Transfers to/from or new Fixed Asset, within a 51XXX | Board |
| D. | <input type="checkbox"/> | Transfer within Department, except fixed assets | Auditor |
| E. | <input type="checkbox"/> | Establish any new account except fixed assets | Auditor |

TRANSFER FROM OR **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001</u>	<u>20400</u>	<u>51000</u>	<u>REGULAR WAGES</u>	<u>7,500.00</u>
Total (must equal transfer to total)				<u>7,500.00</u>

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0001</u>	<u>20400</u>	<u>51060</u>	<u>OVERTIME PAY</u>	<u>7,500.00</u>
Total (must equal transfer to total)				<u>7,500.00</u>

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Overtime wages have exceeded FY21-22 budgeted amount, overages will occur by PP22 (May 4th 2022)

B) Regular Wages account hold two positions unfilled, the allocation dwarfs the amount necessary to cover overtime.

C) Overtime wages must be paid promptly in current fiscal year.

D) _____

Approved by Department Signing Authority: 

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: B. Harrison 4/25/22

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

Account Central

- Back Refresh Advanced Search My Searches Account Inquiry Journals Excel Email Notes Attach

Fund

Org

Object

Project



REGULAR WAGES

2040051-51000-

Active, Expense
Multi Year: No

ACCOUNT 0 SEGMENTS 0 MONTHLY DATA 0 BUDGET ROLLUP 0 CURRENT YEAR VS. CFWD 0

FY 2022 as of 2022/10 APR

	Current year	Last year
Original Budget	826,142.54	829,119.74
Transfers	0.00	0.00
Revised Budget	826,142.54	
Actual	516,485.19	696,270.20
Encumbrances	0.00	0.00
Requisitions	0.00	
Inception to Date	0.00	
Available Budget	309,657.35	

<< 0 < 0 REGULAR WAGES > 0 >> 0

Account Central

Fund

Org

Object

Project



- Back
- Refresh
- Advanced Search
- My Searches
- Account Inquiry
- Journals
- Excel
- Email
- Notes
- Attach

OVERTIME PAY

2040051-51060-

Active, Expense
Multi Year: No

ACCOUNT 0 SEGMENTS 0 MONTHLY DATA 0 BUDGET ROLLUP 0 CURRENT YEAR VS. CFWD 0

FY 2022 as of 2022/10 APR

	Current year	Last year
Original Budget	25,000.00	25,000.00
Transfers	0.00	0.00
Revised Budget	25,000.00	
Actual	24,927.24	22,452.32
Encumbrances	0.00	0.00
Requisitions	0.00	
Inception to Date	0.00	
Available Budget	72.76	

« 0 < 0 OVERTIME PAY

> 0 » 0

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

FY21-22

TRANSFER NUMBER
(Auditor's Use Only)

Department: Probation Dept. No: 20400 Date 4/19/2022

The reason for this request is (check one):

		Approval Required
A.	<input type="checkbox"/> Transfer to/from Contingencies OR between Departments	Board
B.	<input type="checkbox"/> Supplemental Budgets (including budget reductions)	Board
C.	<input type="checkbox"/> Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	<input checked="" type="checkbox"/> Transfer within Department, except fixed assets	Auditor
E.	<input type="checkbox"/> Establish any new account except fixed assets	Auditor

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0046</u>	<u>20415</u>	<u>521900</u>	<u>Professional Services</u>	<u>10,000.00</u>
Total (must equal transfer to total)				<u>10,000.00</u>

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
<u>0046</u>	<u>20415</u>	<u>527500</u>	<u>Travel - Out of County</u>	<u>10,000.00</u>
Total (must equal transfer to total)				<u>10,000.00</u>

Supplemental budget requests require Auditor/Controller's signature
Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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

A) Due to a placement in Southern California, funds continue to deplete rapidly. Probation is required by law to send Probation Officers for visitation once per month.

B) Professional Services usage still considerably lower than budget in FY21-22, and can withstand transfer.

C) Invoices are due in the current fiscal year and must be paid promptly.

D) _____

Approved by Department Signing Authority: 

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: B. Harrison 4/25/22

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

Account Central

- Back Refresh Advanced Search My Searches Account Inquiry Journals Excel Email Notes Attach

Fund

Org

Object

Project



TRAVEL - OUT OF COUNTY

2041552-527500-

Active, Expense
Multi Year: No

ACCOUNT 0 SEGMENTS 0 MONTHLY DATA 0 BUDGET ROLLUP 0 CURRENT YEAR VS. CFWD 0

FY 2022 as of 2022/10 APR

	Current year	Last year
Original Budget	5,000.00	7,000.00
Transfers	5,000.00	0.00
Revised Budget	10,000.00	
Actual	6,469.48	2,893.27
Encumbrances	0.00	0.00
Requisitions	0.00	
Inception to Date	0.00	
Available Budget	3,530.52	

<< 0 < 0 TRAVEL - OUT OF COUNTY > 0 >> 0

Account Central

-  Back
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-  My Searches
-  Account Inquiry
-  Journals
-  Excel
-  Email
-  Notes
-  Attach

Fund

Org

Object

Project



PROFESSIONAL SVC

2041552-521900-

Active, Expense
Multi Year: No

ACCOUNT 0 SEGMENTS 0 MONTHLY DATA 0 BUDGET ROLLUP 0 CURRENT YEAR VS. CFWD 0

FY 2022 as of 2022/10 APR

	Current year	Last year
Original Budget	47,000.00	55,000.00
Transfers	-5,000.00	0.00
Revised Budget	42,000.00	
Actual	2,973.48	3,468.75
Encumbrances	0.00	0.00
Requisitions	0.00	
Inception to Date	0.00	
Available Budget	39,026.52	

« 0 < 0 PROFESSIONAL SVC > 0 » 0



AGENDA REQUEST

For the May 3, 2022 meeting of the Plumas County Board of Supervisors

April 25, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Adoption of a resolution authorizing the Public Health Director to execute an agreement funded by the California Oral Health Program grant agreement number 22-10187 to implement the Plumas County Local Oral Health Program and receive funds in the amount of \$720,715 total over the period of the next 5 fiscal years.

Background:

The State of California – Health and Human Services Agency, Department of Public Health Health (CDPH), will allocate funds to establish and expand local oral health programs within counties across the State of California.

The Health Agency vision for this program includes plans to:

1. Advocate for and provide opportunities to grow local health professionals and oral health champions in Plumas County.
2. Continue out-of-the-box methods to enhance community wide oral health literacy and normalize preventative dental care.
3. Enhance school screening programs
4. And other collaborative efforts across Plumas County

Funding will be allocated to fifty-nine (59) local health jurisdictions (LHJ) in California. The total to Plumas County will be \$720,715 paid over 5 fiscal years in installments of \$144,143.

The application requires a Resolution from the Board of Supervisors granting authority to the Director of Public Health to execute the application and file all certifications and assurances, contracts or agreements, and submit and approve requests for reimbursement of funds.

RESOLUTION NO. 22-_____

AUTHORIZING THE PUBLIC HEALTH DIRECTOR TO execute an agreement funded by the California Oral Health Program grant agreement number 22-10187 to implement the Plumas County Local Oral Health Program

WHEREAS, the State of California – Health and Human Services Agency, Department of Public Health, has authority to grant funds for projects under Health and Safety Code, Section 104750 and 131085 and Revenue and Taxation Code 30130.57; and

WHEREAS, the State of California – Health and Human Services Agency, Department of Public Health is authorized to make grants to establish or expand the Local Oral Health Programs; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Plumas County Board of Supervisors does hereby authorize the Public Health Director, to file and execute an agreement funded by the California Oral Health Program grant agreement number 22-10187 in the amount of \$720,715.00 for the term July 1, 2022 through June 30, 2027 and receive funds provided by the grant program.

That Public Health Director is authorized to execute and file all certifications and assurances, contracts or agreements or any other document required by the Department.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board Meeting held on the 3rd day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

CALIFORNIA ORAL HEALTH PROGRAM
Moving California Oral Health Forward

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

| County of Plumas |, hereinafter “Grantee”

Implementing the | “Plumas County Local Oral Health Program,” hereinafter “Project”

GRANT AGREEMENT NUMBER 22-10187

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under |Health and Safety Code, Section 104750 & 131085 and Revenue and Taxation Code 30130.57|.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide |establish or expand upon existing Local Oral Health Programs by including the following program activities related to oral health in their communities: education, disease prevention, facilitating community-clinical linkages, and surveillance. These activities will improve the oral health of Californians. This goal shall be achieved by providing funding for activities that support demonstrated oral health needs and prioritize underserved areas and populations. |

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of |Seven Hundred Twenty Thousand Seven Hundred Fifteen Dollars (\$720,715.00) |

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on |July 1, 2022| and terminates on |June 30, 2027|. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Plumas
--	---------------------------

Name: David James	Name: Dana Krinsky, Health Education Coordinator II
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 270 County Hospital Road, Suite 206
City, ZIP: Sacramento, CA 95814	City, ZIP: Quincy, CA 95971
Phone: (916) 440-7197	Phone: 530-283-6358
E-mail: DentalDirector@cdph.ca.gov	E-mail: danakrinsky@countyofplumas.com

Direct all inquiries to the following representatives:

California Department of Public Health, Office of Oral Health]	Grantee:[County of Plumas]
Attention: David James	Attention: Dana Krinsky, Health Education Coordinator II
Address: MS 7218, 1616 Capitol Avenue, Suite 74.420	Address: 270 County Hospital Road, Suite 206
City, Zip: Sacramento, CA 95814	City, Zip: Quincy, CA 95971
Phone: (916) 440-7197	Phone: 530-283-6358
E-mail: DentalDirector@cdph.ca.gov	E-mail: danakrinsky@countyofplumas.com

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Plumas
Attention "Cashier": Dana Krinsky
Address: 270 County Hospital Road, Suite 206
City, Zip: Quincy, CA 95971
Phone: 530-283-6358
E-mail: danakrinsky@countyofplumas.com

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A, GRANT APPLICATION – Application Checklist, Grantee Information Form, Narrative Summary Form, Scope of Work and Deliverables

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA) -

<https://oralhealthsupport.ucsf.edu/moving-california-oral-health-forward-rfa-2022-2027>

Exhibit E ADDITIONAL PROVISIONS |

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

4/19/22



Dana Loomis, Director, Plumas County Public
Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971 |

Date:

Joseph Torrez, Chief
Contracts Management Unit |
California Department of Public Health
1616 Capitol Avenue
Sacramento, CA 95899-7377



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

AGENDA REQUEST

For the May 3, 2022 meeting of the Plumas County Board of Supervisors

April 25, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Public Health Agency to fill the vacancy of one 0.5 FTE Public Health Nursing position.

Background:

Effective April 29, 2022, one (1) Public Health Nurse has retired from the Public Health Department. The Department is requesting to fill this vacancy with a nursing series position; which includes the Licensed Vocational Nurse I/II; or the Registered Nurse I/II; or the Public Health Nurse I/II/III.

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 0.5 FTE Public Nursing position in the Public Health Agency.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Health Nurse/Licensed Vocational Nurse/Registered Nurse (PHN/LVN/RN)

Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
These positions provide clinic support for family planning, immunization, and student health services clients, and also acts as Nurse of the Day for call-in and walk-in clients. It is funded by health fees and other earned revenue.
- Why is it critical that this position be filled at this time?
There are many technical aspects to public health clinic vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments has resulted in an atmosphere of tension and anxiety in the past, particularly when staff know grant funding exists and will be lost if positions are not filled.
- How long has the position been vacant?
As of 12/31/21.
- 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?

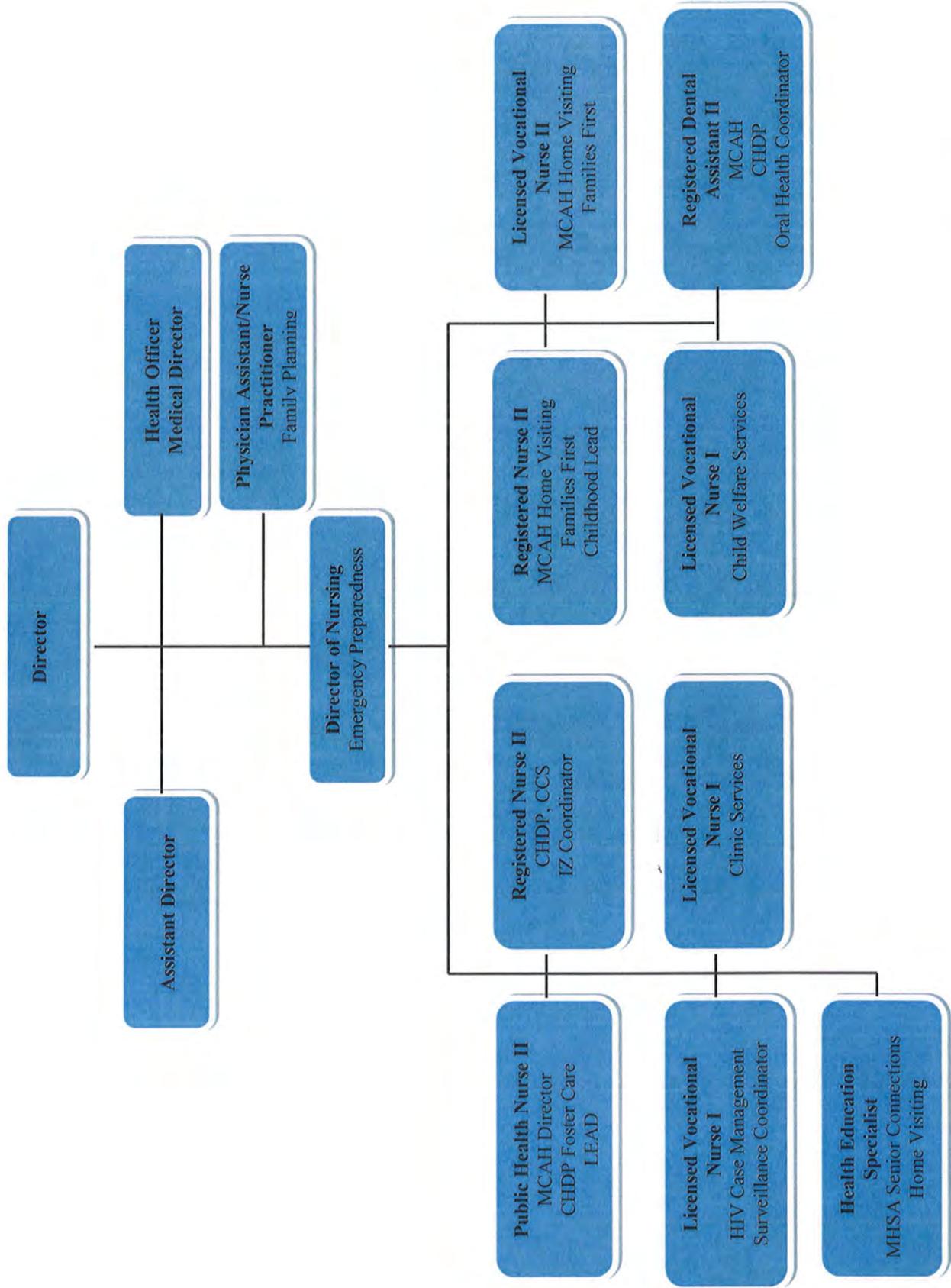
FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1,410,133

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
CLINIC & NURSING SERVICES DIVISION**

3



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., Assist. Director



AGENDA REQUEST

For the May 3, 2022 meeting of the Plumas County Board of Supervisors

April 21, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works 

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

Background:

There exists a vacancy for an FTE PW Road Maintenance Worker II effective immediately.

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 for one (1) FTE PW Maintenance Worker II position in the Graeagle Maintenance District.

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker / Public Works Maintenance Division – Graeagle District

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

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

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

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

How long has the position been vacant?

Vacant as of April 21, 2022.

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?

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

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

Providing adequate maintenance necessary component to keep County roads in the Graeagle 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 Graeagle 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?

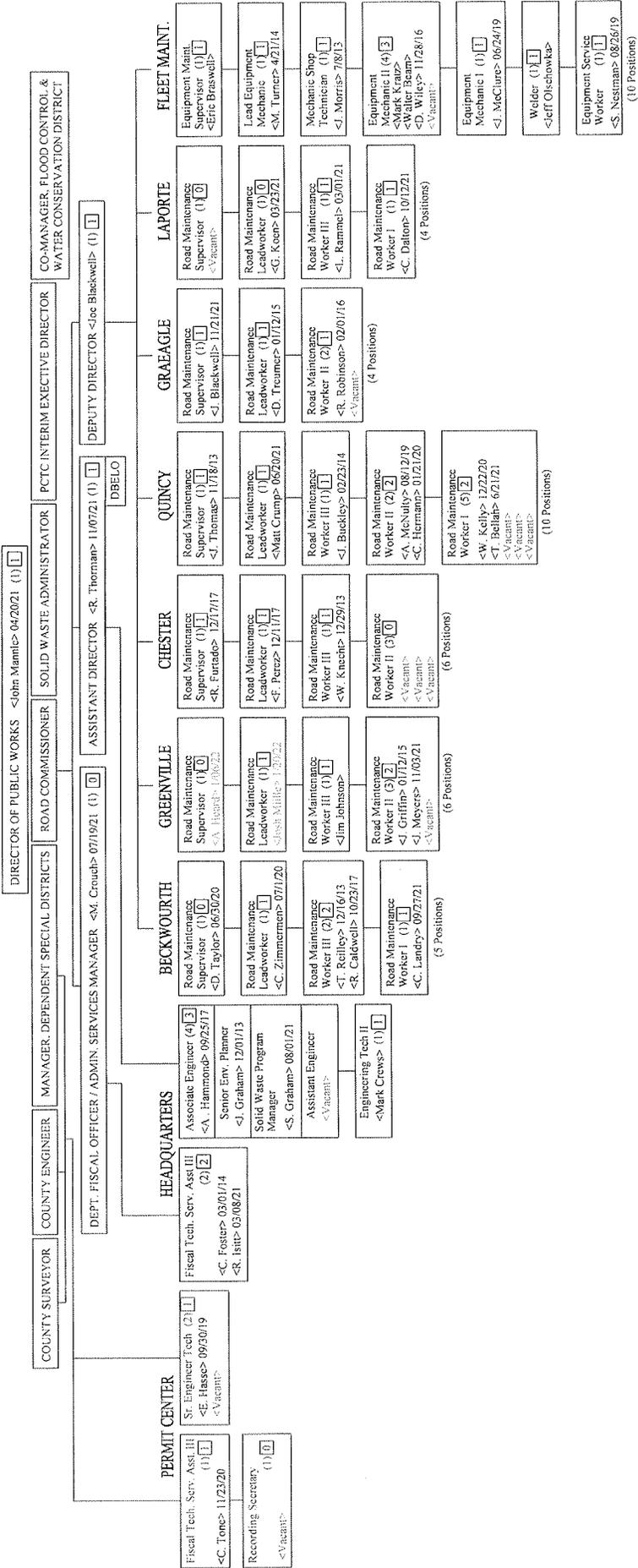
No

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?

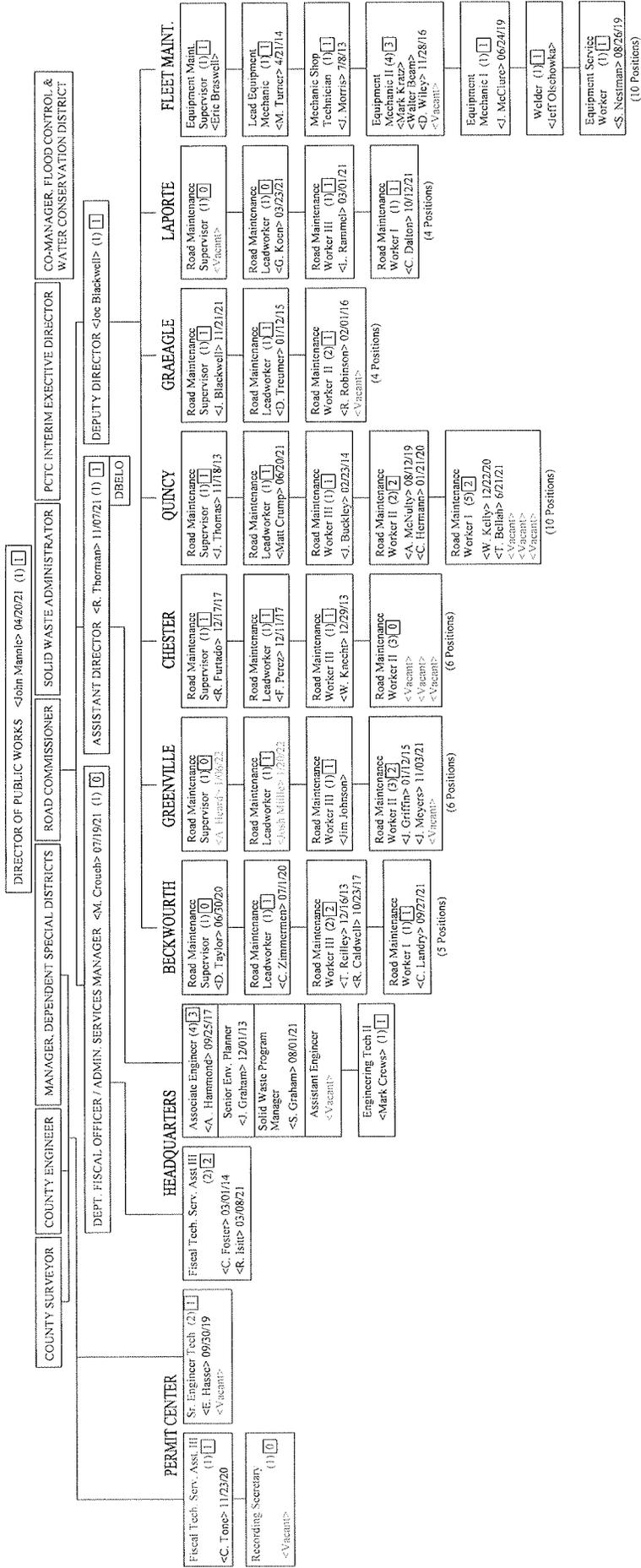
Yes – \$1,069,000.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works
Revision Date: 4/2/22

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works
Revision Date: 4/2/22



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

Memorandum

DATE: April 19, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns

RE: Agenda Item for the meeting of May 3, 2022

It is recommended that the Board:

Adopt Resolution and authorize the Sheriff's Office to participate in the 2021-2024 California Department of State Hospitals, contract under agreement number 21-76003-009.

Background and Discussion:

The purpose of this agreement is to set forth the terms the County must abide by in order to participate in the agreement. The agreement allows the County to bill The California Department of State Hospitals (DSH) for each completed evaluation of an inmate by DHS while they are incarcerated in the Plumas County Correctional Facility. These evaluations are to access an inmate who has been deemed Incompetent to Stand Trial (IST) and reevaluate said inmate to establish if competency has returned.

DHS has agreed to pay a one time start up fee of \$5,000.00 and a fee of \$500.00 for each completed evaluation.

A copy of the agreement is on file with the Clerk Of The Board.

Resolution and contract have been reviewed by County Counsel.

RESOLUTION NO. 22- _____

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PLUMAS COUNTY SHERIFF TO (1) CONTRACT WITH THE DEPARTMENT OF STATE HOSPITALS UNDER AGREEMENT NUMBER 21-76003-009, (2) EXECUTE DEPARTMENT OF STATE HOSPITALS' AGREEMENTS, AND (3) AMEND THE AGREEMENT AS REQUIRED.

WHEREAS, the County of Plumas and the Department of State Hospitals desire to contract under agreement number 21-76003-009; and,

WHEREAS, the California Department of State Hospitals will provide IST re-evaluation services for Plumas County defendants in accordance with Welfare and Institutions Code (WIC) section 4335.2; and,

WHEREAS, the California Department of State Hospitals requires the Board of Supervisors to adopt a resolution authorizing a single Contractor to sign the aforementioned agreement; and,

WHEREAS, the need to have re-evaluation services for defendants who are incompetent to stand trial is critical to proper placement of Plumas County Jail inmates, and it is to the County's benefit to authorize the Plumas County Sheriff to take such actions without delay.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California:

1. Authorizes the Plumas County Sheriff to accept and bind the County to any and all agreements and amendments relating to Agreement Number 21-76003-009 to a maximum amount of \$21,000.00 (Twenty-One Thousand Dollars and Zero cents) for the life of the agreement which terminates on June 30, 2024.
2. Authorizes the Plumas County Sheriff to execute any and all Agreements and other documentation necessary to apply for and accept the agreement, subject to approval as to form by the Plumas County Counsel.

BE IT FURTHER RESOLVED, that the authority granted above does not affect the need to comply with the Plumas County Purchasing Policy with respect to the Agreement.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the 3RD day of MAY, 2022 and the resolution was duly adopted at said meeting by the following vote:

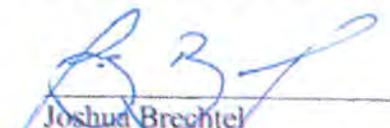
AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Kevin Goss, Chair
Plumas County Board of Supervisors

ATTEST:

Heidi White, Clerk of the Board of Supervisors
County of Plumas, State of California

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-76003-009	PURCHASING AUTHORITY NUMBER (if Applicable) DSH-4440
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

Plumas County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$21,000.00

Twenty-One Thousand Dollars and Zero 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions - 04/2017	4
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit F	Information Privacy and Security Requirements	12

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Todd Johns

CONTRACTOR BUSINESS ADDRESS

1400 East Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

Todd Johns

TITLE

Sheriff/ Coroner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-76003-009	PURCHASING AUTHORITY NUMBER (If Applicable) DSH-4440
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1215 O Street, MS-1

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tiffany Ladd

TITLE

Section Manager, PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W & I Code 4335.2 (f)

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. This Agreement is made and entered into by and between, the Department of State Hospitals (DSH) and Plumas County Sheriff's Office, hereafter referred to as Contractor, to provide DSH with relevant inmate medical records, including mental health and behavioral health records, and coordinate telehealth video interviews of defendants who have been committed to DSH as Incompetent to Stand Trial (IST) on a felony charge, and are awaiting admission to a DSH facility. Services are to be provided in accordance with Welfare and Institutions Code (WIC) section 4335.2 and are identified as IST Re-Evaluation services herein. IST Re-Evaluation Services performed by DSH will be for the purposes of re-evaluating competency status, psychotropic medication status, and assessment for placement in an alternative community based programs including but not limited to mental health diversion or community based restoration.

2. SERVICE LOCATIONS:

A. These services will be performed primarily through remote telehealth, video conferencing and other technologies facilitated by the county jail or other county locations housing felony IST defendants and in coordination with the DSH.

3. SERVICE HOURS:

A. The services shall be provided upon request during the hours of operation of the locations where services are required. DSH shall make every effort to assign work to be performed Monday through Friday, during core hours of 7:00 am to 7:00 pm.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State Hospitals:		Contractor	
Section/Unit: Forensic Services Division		Section/Unit: Plumas County Sheriff's Office	
Attention: Gilbert Jackson, SSM I		Attention: Steve Clark, Jail Commander	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: 1400 East Main Street Quincy, CA 95971	
Phone: (916) 562-2810	Fax: (916) 653-2257	Phone: (530)394-7822	Fax: (530)283-6116
Email: Gilbert.Jackson@dsh.ca.gov		Email: sclark@psco.net	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals:		Contractor: Insert Contractor's Name,	
Section/Unit: Forensic Services Division		Section/Unit: Plumas County Sheriff's Office	
Attention: Kecia Aldridge-Hall		Attention: Steve Clark, Jail Commander	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: 1400 East Main Street Quincy, CA 95971	
Phone: (916) 562-3022	Fax: (916) 653-2257	Phone: (530)394-7822	Fax: (530)283-6116
Email: Kecia.Aldridge@dsh.ca.gov		Email: sclark@psco.net	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. The Contractor shall provide DSH with relevant and updated records of IST defendants who have been selected by DSH to participate in this program.
- B. The Contractor shall coordinate with DSH for the scheduling of interviews of those IST defendants selected to participate in primarily telehealth video interviews.
- C. The Contractor shall provide the necessary secure setting, technology, and security for these evaluations.
- D. The DSH makes no representation as to the minimum amount of services required under this Agreement.
- E. WIC section 4335.2, subdivision (c) provides, DSH shall have the authority and sole discretion to consider and conduct reevaluations, which will occur primarily through video telehealth.

6. CONTRACTOR RESPONSIBILITIES:

- A. The Contractor agrees to provide support services to DSH that shall include but not be limited to:
 - i. Securing and maintaining all necessary equipment such as a laptop or electronic tablets installed with appropriate software and having access to a secured internet connection required to facilitate telehealth video interviews with the DSH-assigned forensic evaluators. DSH shall reserve the right to approve the software application that will be utilized for telehealth video interviews of IST defendants.
 - ii. Coordinating with DSH forensic evaluators and other assigned staff in the scheduling of telehealth interviews within 24 hours of DSH contact.
 - iii. Providing DSH with all relevant and updated inmate medical records which include, but are not limited to, general medical records, mental health records, behavioral health records, and custodial records, upon request by DSH and, at a maximum of 24 hours from the initial request.

- iv. Providing DSH with a contact to facilitate any DSH Evaluator requested collateral contacts with jail and/or medical staff.
- v. Providing the necessary logistics to facilitate the scheduled tele-health interview with the IST defendant. Logistics shall include, but not be limited to, escorting the IST defendant from the individual's cell to the interview room where the telehealth video interview will take place and providing security and monitoring of the IST defendant as necessary.
- vi. Providing DSH and evaluators with a contact for technical assistance, and an emergency contact to report any incidents that may arise during the interviews.
- vii. Providing evaluators with access and security for any in-person interviews, which may occur at the sole discretion of DSH.
- viii. If services are provided on DSH grounds, then the Contractor shall participate in any of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control.

7. THE DSH RESPONSIBILITIES:

- A. The DSH will provide the Contractor access to the DSH document management platform.
- B. The DSH will provide the Contractor one-time start-up funds, based on a flat rate set by DSH, for reimbursement of information technology support, equipment and software necessary to facilitate telehealth interviews such as laptops or tablets, internet and the associated licensing for necessary software in coordination with DSH.
- C. The DSH will reimburse Contractor for a portion of staff time utilized to facilitate video telehealth interviews for each telehealth evaluation conducted. Refusals will only be paid when Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant. Reimbursement will be based on a flat rate set by DSH.
- D. The DSH will coordinate with the Contractor regarding scheduling interviews, records requests, and collateral interview contacts for IST defendants.
- E. The DSH will provide Contractor with the most current approved IST invoice template. Contractor will be paid on a quarterly basis in arrears following the conclusion of the telehealth evaluations.

8. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services which include, but are not limited to, providing DSH with collateral contacts, relevant records and scheduling interviews, in a timely manner—in accordance with timelines established by DSH.

9. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending the term for up to one (1) one-year renewal and to add funding sufficient for that period at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement. Any amendments shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. Invoices should be sent no later than 90-days past the month the evaluation was conducted (e.g., April 2022 invoice packet must be submitted no later than July 1, 2022).
- C. The invoice shall identify all IST Defendants for whom DSH was provided with relevant updated inmate medical records and has completed an interview. Refusals will only be paid when Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant..
- D. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- E. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- F. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attn: Accounts Payable
1215 O Street, MS-2
Sacramento, CA 95814
OR

E-Mail: DSHSac.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and one (1) copy of each invoice, unless emailed.
- C. Contractor must utilize the most current DSH approved IST invoice template provided by DSH. The Contractor shall type, not handwrite, each invoice. Step by step instructions to complete the invoice will be provided by DSH.
- D. DSH Administrators will provide the Contractor with the most current approved IST Invoice template and detailed Invoice instructions.
- E. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

- F. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.
- G. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated;
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213);
 - iii. First initial and last name of IST Defendant evaluated;
 - iv. Invoice total;
 - v. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FYs, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

A. Contractor shall be compensated in accordance with the following:

Rate Sheet

Jail Support Cost	Rate
One-time start-up Cost Reimbursement per County (laptops/software etc.)	\$5,000.00
Sheriff Logistics and Coordination of re-evaluation (portion of jail staff time to provide support, escort, security and monitoring of the IST defendant)	\$500.00 Flat Rate Per IST Evaluation

- i. The portion of staff time utilized to facilitate telehelath interviews and evaluation of felony IST defendants in the jail will be compensated within the all-inclusive flat rate fee per each IST evaluation completed or refusal following articulated protocols referenced above.
 - ii. Each IST evaluation consist of a completed interview and updated records which include, but are not limited to, general medical records, mental health records, behavioral health records, and custodial records.
 - iii. If the IST Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant. the completed interview criteria will be met.
- B. The DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement, and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in IST defendant referrals. The amounts indicated above/below will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.
- C. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed to reflect work validated for completion. In no event will this change the contract price for the services actually rendered.
- D. Contractor must submit each invoice within ninety (90) days from the last day of the month in which services were rendered; unless Contractor has pre-approval, in writing, from the DSH. If Contractor fails to provide invoices within this timeframe, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

DSH IST Received Stamp

DSH IST Approved Stamp

IST INVOICE

Month:	
Year:	
Is this invoice the original or a supplemental (additional) submission?	Original Supplemental (Additional)

FSD USE ONLY	
Invoice Number:	
Dispute Information:	
Disputed Date:	
Resolved Date:	

CONTRACT INFORMATION:

Business/Contract Name	
Contracted Street Address	
Contracted City, State, Zip	
Contract Phone Number	
Current Contract Number	

TO:

California Department of State Hospitals
 Attn: Accounts Payable, MS-2
 1215 O Street
 Sacramento, CA 95814
 DSHSAC.AccountsPayable@dsh.ca.gov

STOP!
 Please read!
 The totals will appear
 once your contractor
 information is complete.

Invoice Summary	
Evaluations:	
Total Invoice	\$ -

CONTRACTOR SIGNATURE:		DATE SIGNED:

Small Business Certification Number * (If applicable)

Small Business Certification Stamp

Date to DSH Accounting Stamp

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may

have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a

report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at least once a month to DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
- B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DSH and shall supply DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, expressed or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

16. FORCE MAJEURE:

- A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow DSH to inspect its facilities and systems and make available for review its books and records to enable DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of DSH.
- C. The fact that DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. DSH's failure to detect or DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by DSH, DSH may terminate the contract by providing notice to Contractor. DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more

often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

Revised 11/17/2020

EXHIBIT F
INFORMATION PRIVACY AND SECURITY REQUIREMENTS
(Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health (Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter "DSH"), pursuant to Contractor's agreement with DSH. (Such personal and confidential information is referred to herein collectively as "DSH PCI".) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f) (2021).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e) (2021), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DSH.
- C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: "PCI" means "personal information" and "confidential information" collectively (as these terms are defined herein).
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) (2021); or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2) (2021); or
 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) (2021), or California Civil Code section 56.05, subdivision (j) (2021); or
 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3) (2021); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes

a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH PCI to anyone other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. 42 C.F.R. Part 2 compliance: DSH shall receive patient identifying substance use disorder treatment information for program evaluation and auditing purposes. In accordance with 42 C.F.R. part 2.53, DSH agrees to:
- (i) Maintain and destroy patient identifying information and records covered by 42 C.F.R. Part 2 in a manner consistent with the policies and procedures established under 42 C.F.R. part 2.16;
 - (ii) Retain records in compliance with applicable federal, state, and local record retention laws; and
 - (iii) Comply with the limitations on disclosure and use in 42 C.F.R. part 2.53(d).
- VI. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH. DSH and its employees, agents, and subcontractors shall not use any data received from contractor for any purpose other than noted in this agreement, Welfare and Institutions Code section 4335.2.
- VII. Research compliance: DSH is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). DSH may receive protected health information and patient identifying substance use disorder treatment information for research purposes so long as disclosure is consistent with federal and state laws. Without limiting the generality of the foregoing, in accordance with 42 C.F.R. part 2.52(a) and 45 C.F.R. part 164.512(i), Contractor shall only disclose the data to DSH for research purposes after DSH obtains approval from the State of California's Institutional Review Board, the California Health and Human Services' Committee for the Protection of Human Subjects and furnishes documentation to Contractor. DSH shall follow all of its internal policies and procedures for obtaining approval for research using data reported by contractor. DSH agrees to comply with HIPAA and 42 C.F.R. Part 2 regarding all requirements including retention and destruction.
- VIII. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DSH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.

- IX. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI.
- X. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.
- XI. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.
- XII. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XIII. Breach and Security Incident Responsibilities:
- A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code sections 1798.29 and 1798.82 (2021).
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and
 3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code sections 1798.29 and 1798.82 (2021) or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82 (2021), and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f) (2021). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.
- F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Contract Managers	Chief Privacy Officer	Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: privacy.officer@dsh.ca.gov and dshsaclegalprivacy@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218
	Chief Privacy Officer Steve Clark	Chief Information Security Officer

<p>Jail Commander 1400 E Main Street , Quincy Ca, 95971 Email: sclark@pcso.net Telephone: (530) 394-7822</p>	<p>April Gott 1400 E Main Street, Quincy Ca, 95971 Email: gott@pcso.net Telephone: (530) 283-6266</p>
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- XIV. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25 (2021), or any applicable state or federal law.
- XV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XVI. Audits, Inspection and Enforcement: DSH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DSH Program Contract Manager in writing.
- XVII. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
 - A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI for the time specified as necessary to comply with the law.
 - B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.
 - C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F),

above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

- XVIII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXI. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXII. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

Attachment 1
Contractor Data Security Standards

Contractor is exempt from all Contractor Data Security Standards set forth in Exhibit F, Attachment 1 as it is not applicable to this agreement.

1. **Contractor is exempt from all Contractor Data Security Standards set forth in Exhibit F, Attachment 1 as it is not applicable to this agreement. General Security Controls**
 - A. **Confidentiality Statement.** All persons that will be working with DSH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.
 - B. **Background check.** Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
 - C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.
 - D. **Server Security.** Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
 - E. **Minimum Necessary.** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.
 - F. **Removable media devices.** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
 - G. **Antivirus software.** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
 - H. **Patch Management.** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system

reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing DSH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DSH PCI can be encrypted. This

requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.

- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DSH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DSH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DSH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DSH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DSH PCI to maintain retrievable exact copies of DSH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DSH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DSH data.

5. Paper Document Controls

- A. **Supervision of Data.** DSH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DSH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.

- C. **Confidential Destruction.** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.
- D. **Removal of Data.** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.
- E. **Faxing.** Faxes containing DSH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** DSH PCI shall only be mailed using secure methods. Large volume mailings of DSH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DSH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Revised 12/21/21

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Plumas County Sheriff's Department	946000528

By (Authorized Signature)

Printed Name and Title of Person Signing

Todd Johns Sheriff/Coroner

Executed in the County of	Executed in the State of
Plumas	Ca

Date Executed

04/18/2022



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

Memorandum

DATE: April 19th, 2022

TO: Honorable Board of Supervisors *TJ*

FROM: Sheriff Todd Johns

RE: Agenda Item for the meeting of May 3rd, 2022

RECOMMENDATION:

Authorize the Sheriff to enter into a multi-year contract to lease body worn cameras, (BWC's). Support the request by providing funding if it cannot be obtained through grants or other financial sources.

BACKGROUND & DISCUSSION:

The Plumas County Sheriff's Office requests authorization to proceed with the evaluation and procurement of BWC's to be utilized by the Sheriff's Office. Two vendors have been identified who meet our need and financial limitations. BWC's can and should be utilized by patrol and correctional staff when appropriate in order to help reduce litigation, enhance transparency, community trust and provide additional evidence on criminal calls sent to the District Attorney.

Lenslock: \$26,785.69 per year, up to 5-year contract, (30 BWC's)
Motorola Nightguard: \$28,088 Per year average on a 5-year contract, (27 BWC's)

Final evaluation and review of each product to be completed in May, 2022 with the intent of being in contract by June 1st, 2022.



LENSLOCK

Plumas County Sheriff's Office - CA

LensLock Regional Sales Manager

Sean O'Grady
949-690-6552
SOG@LensLock.com

13125 Danielson St. Suite 112
Poway, CA 92064
U.S.A.



LensLock Inc.
 "Securing Trust - One Incident at a Time"
 13125 Danielson St., Suite 112
 Poway, CA 92064 - U.S.A.
 Toll Free - 888-538-0589
 www.LensLock.com

Issued: March 28th, 2022
 Proposal Valid for 30 days
 Proposal Number: #22-531

Services: Body Worn Camera Svc
 Payment Terms: KS State Bank
 Length of Service: 60 Months
 Start Date: **TBD**

ATTENTION:
 Sheriff Todd Johns
Plumas County Sheriff's Office
 1400 E Main Street
 Quincy, CA 95971
 Customer ID #22-531

SHIP TO:
 Undersheriff Chad Hermann

SALES REPRESENTATIVE
 Sean O'Grady
 Regional Manager
 Phone: 949-690-6552
 Email: SOG@LensLock.com

1 Year Total

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
25	Gen 12 Body Worn Camera Service - UNLIMITED Data Plan	\$999.00	\$24,975.00
5	Gen 12 Body Worn Camera Service - UNLIMITED Data Plan	\$999.00	INCLUDED
1	CAD Integration	\$28,000.00	INCLUDED
UNLIMITED	LensLock Pro Grade Outsourced Redaction - Per Incident	\$495.00	INCLUDED
1	On-Site Implementation & Training Fee - One-Time Fee	\$1,895.00	INCLUDED
1	Shipping & Handling Fees - One-Time Fee	\$1,295.00	INCLUDED
1	Software & Database Maintenance Fee - Annual Fee	\$495.00	INCLUDED
		SUBTOTAL	\$24,975.00
		SALES TAX (7.25%)	\$1,810.69
		Y1 TOTAL	\$26,785.69

Thank you **SINCERELY** for your business!

<https://www.lenslock.com/terms-of-use>

PAYMENT	
Year 1	*\$26,785.69
Year 2	*\$26,785.69
Year 3	*\$26,785.69
Year 4	*\$26,785.69
Year 5	*\$26,785.69

CLIENT: Plumas County Sheriff's Office, CA

Todd Johns - Sheriff

(Name - Title)

(Signature)

(Date)

VENDOR: LensLock, Inc.

Andrew Lynch - Vice President of Sales

(Name - Title)

(Signature)

(Date)



April 12th, 2022

Plumas County Sheriff's Office
Sheriff Todd Johns
1400 East Main Street
Quincy, CA 95971

Dear Sheriff Johns,

This letter confirms that LensLock, as owner and manufacturer of our **all-Inclusive Mobile Video Solutions and Evidence Management Software** is a Sole Source Provider of SaaS based Video Services. As our research indicates LensLock is the only organization that exists today to provide the following services in a single offering.

Our company, LensLock, Inc., has developed a tailored SaaS business offering for law enforcement and corrections agencies across the United States. As part of our service, we create a specific and **truly customized solution, mobile application and desktop software application, and unlimited outsourced redaction services** uniquely based on specific client needs.

The following is a short list of features that combined make a single source offering:

- **LensLock Video Services: All Inclusive Cameras, mounts, replacements, and unlimited data storage.**
- **LensLock Cloud Services: Microsoft Azure (Government Cloud) Data Storage**
- **LensLock Portal: Digital Evidence Management system.**
- **Unlimited Outsourced Redactions Services- CJIS Level IV**
- **No Cost CAD Integration**
- **Custom Department Specific Mobile Application**
- **Bluetooth Integrated Technology Services**

Our **custom software technology** with **unlimited outsourced video redaction** is the basis for our sole source status for our clients to consider as part of their internal procurement process. This software allows law enforcement personnel to access and enter meta data related to the video captured as part of their day-to-day operations, using our hardware equipment. We provide a wide selection of **body worn cameras, in-car dash camera equipment, and security camera** equipment associated with our comprehensive service offering. The result of the custom software is a significant reduction in administrative time and effort as part of their daily recordkeeping requirements and responsibilities.

Feel free to contact me directly if you have additional questions and thank you sincerely for the opportunity to potentially serve you and your law enforcement agency.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon D. Handy".

Jon D. Handy, CEO – LensLock, Inc.
JDH@LensLock.com

13125 Danielson Street, Suite 112 – Poway, CA 92064



Motorola Solutions
 415 E. Exchange
 Allen, TX 75002
 (P) 800-605-6734 (F) 212-383-9661



Prepared For:
 Plumas County Sheriff's Office
 27 - V300 VAAS, CHARGERS, ONSITE, CAD INTEGRATION

QUOTATION - WDS-0168-01

DATE: 04-13-22

Deliverables / Materials / Services	Qty	Unit Price	Sell Price	Amount
Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month AAS-BWC-5YR-001 (PaaS) Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. 1 User License per Body Worn Camera. 50 GB of non-device storage included per device, averaged across all devices in the program CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. Body-worn camera (battery + choice of mount included) Third year technology (Hardware) refresh. 5-year agreement (billed Quarterly or Annually) Advanced hardware replacement service & 24/7 support No-Fault hardware warranty	27	\$2,940.00	\$4,740.00	\$127,980.00
V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh WGP02614	27	\$99.00	\$0.00	\$0.00
V300 Base Assembly, USB Desktop Dock WGA00640-KIT1	27	\$95.00	\$95.00	\$2,565.00
CAD INTEGRATION - PER YEAR CAD	27	\$96.00	\$96.00	\$2,592.00
CAD INTEGRATION CAD	27	-\$96.00	-\$96.00	-\$2,592.00

Quote ID: WDS-0168-01 – Pricing Summary – 04-13-22

Total Spend:

Due Now	\$38,059.88
Years 2-5 Invoice(s) (Pay Each Year)	\$25,596.00
Total Spend	\$140,443.88

**Purchase as a Service (PaaS)
Financial Profile**

Total Price:	\$127,980.00
Contract Term:	5 Years
Monthly Payments:	\$2,133.00
Annual Invoice:	\$25,596.00

Deferred

Total Price	\$143,035.88
Direct Purchase Items	\$15,055.88
Deferred (5 Payments of \$25,596.00)	\$127,980.00

Due Now

Direct Purchase Items	\$15,055.88
Discount	\$2,592.00
1st Invoice	\$25,596.00
Due Now	\$38,059.88

Online Terms Acknowledgement

This Online Terms Acknowledgement (this "**Acknowledgement**") is entered into between Watchguard, Inc., with offices at 415 E. Exchange Pkwy, Allen, TX 75002 ("**Watchguard**") and the entity set forth in the signature block below ("**Customer**"). Watchguard and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Master Customer Agreement ("**MCA**") and applicable Addenda available at www.motorolasolutions.com/product-terms, including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MSA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties' Agreement (as defined in the MCA). For purposes herein, the respective rights and obligations assigned to Motorola Solutions, Inc. within the online terms shall apply to Watchguard, and the respective rights and obligations assigned to 'Customer' within the online terms shall apply to Customer signing below. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at www.motorolasolutions.com/product-terms, and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.

2. Entire Agreement. This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties' Agreement. This Acknowledgement, the MCA and applicable Addenda available at www.motorolasolutions.com/product-terms, and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

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The Parties hereby enter into this Acknowledgement as of the last signature date below.

Watchguard: Watchguard, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Customer: Plumas County Sheriff's Office

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Motorola Solutions
 415 E. Exchange
 Allen, TX 75002
 (P) 800-605-6734 (F) 212-383-9661



Prepared For:
 Plumas County Sheriff's Office
 27 - V300 VAAS, CHARGERS, ONSITE, CAD INTEGRATION

QUOTATION - WDS-0168-01

DATE: 04-13-22

Deliverables / Materials / Services	Qty	Unit Price	Sell Price	Amount
Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month AAS-BWC-5YR-001 (PaaS) Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. 1 User License per Body Worn Camera. 50 GB of non-device storage included per device, averaged across all devices in the program CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. Body-worn camera (battery + choice of mount included) Third year technology (Hardware) refresh. 5-year agreement (billed Quarterly or Annually) Advanced hardware replacement service & 24/7 support No-Fault hardware warranty	27	\$2,940.00	\$4,740.00	\$127,980.00
V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh WGP02614	27	\$99.00	\$0.00	\$0.00
V300 Base Assembly, USB Desktop Dock WGA00640-KIT1	27	\$95.00	\$95.00	\$2,565.00
CAD INTEGRATION - PER YEAR CAD	27	\$96.00	\$96.00	\$2,592.00
CAD INTEGRATION CAD	27	-\$96.00	-\$96.00	-\$2,592.00

Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation WGW00122-410	1	\$1,500.00	\$0.00	\$0.00
Shipping - BWC Unit FRT-BWC-01 Freight delivery for each Body Worn Camera Unit	27	\$15.00	\$15.00	\$405.00
ESTIMATED TAX ESTTAX	1	\$9,493.88	\$9,493.88	\$9,493.88

Due Now	\$38,059.88
Annual Invoice	\$25,596.00

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED
7. VIDEO-AS-A-SERVICE PRICING IS REFLECTED AS \$79 PER CAMERA / PER MONTH (\$4,740 / 60 MOS.) IN ACCORDANCE TO THE STATE OF CALIFORNIA'S RETENTION REQUIREMENTS.

Quoted by:
DeDe Summerville - Regional Sales Manager - 800-605-6734 - dede.summerville@motorolasolutions.com

Quote ID: WDS-0168-01 – Pricing Summary – 04-13-22

Total Spend:

Due Now	\$38,059.88
Years 2-5 Invoice(s) (Pay Each Year)	\$25,596.00
Total Spend	\$140,443.88

Purchase as a Service (PaaS)
Financial Profile

Total Price:	\$127,980.00
Contract Term:	5 Years
Monthly Payments:	\$2,133.00
Annual Invoice:	\$25,596.00

Deferred

Total Price	\$143,035.88
Direct Purchase Items	\$15,055.88
Deferred (5 Payments of \$25,596.00)	\$127,980.00

Due Now

Direct Purchase Items	\$15,055.88
Discount	\$2,592.00
1st Invoice	\$25,596.00
Due Now	\$38,059.88

Motorola Solutions, Inc.
DeDe Summerville
Date _____

Re: WDS-0168-01

Agency: Plumas County Sheriff's Office

Total Cost: \$140,443.88

Contract Reference: 27 - V300 VAAS, CHARGERS, ONSITE, CAD INTEGRATION

Please be advised that the Plumas County Sheriff's Office will purchase the goods and/or services offered in your Quote WDS-0168-01. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to _____, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'WDS-0168-01' and be sent to:

Plumas County Sheriff's Office
Attn: _____

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Plumas County Sheriff's Office
Attn: _____

Sincerely,

Signature: _____

Name: _____

Title: _____

Email: _____

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Motorola Solutions
 415 E. Exchange
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Prepared For:
 Plumas County Sheriff's Office
 27 - V300 VAAS, CHARGERS, ONSITE, CAD INTEGRATION

QUOTATION - WDS-0168-01

DATE: 04-13-22

Deliverables / Materials / Services	Qty	Unit Price	Sell Price	Amount
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WGW00122-410

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FRT-BWC-01

Freight delivery for each Body Worn Camera Unit

ESTIMATED TAX	1	\$9,493.88	\$9,493.88	\$9,493.88
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ESTTAX

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Motorola Solutions, Inc.
DeDe Summerville
Date _____

Re: WDS-0168-01

Agency: Plumas County Sheriff's Office

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Contract Reference: 27 - V300 VAAS, CHARGERS, ONSITE, CAD INTEGRATION

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Customer: Plumas County Sheriff's Office

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Email: _____



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

Memorandum

DATE: April 28, 2022
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns 
RE: Agenda Item for the meeting of May 3, 2022

RECOMMENDATION:

Accept receipt of \$1,000,000 check for the RCRC loan for cash flow during construction.

Approve transfer of PILT and Fair funds to Capital Improvement Jail Project to assist with cash flow on construction of new Correctional facility.

Approve supplemental budget request Capital Improvement Jail Project in the amount of \$3,894,000.

BACKGROUND & DISCUSSION:

Plumas County was previously awarded grant funding under SB844 for the construction of a new correctional facility. The project is now in progress.

During the meetings regarding this project the cash flow need was addressed.

A \$1,000,000 loan from Rural County Representatives of California (RCRC) has been obtained.

The County funds identified are a transfer of \$1.3 million dollars in PILT funds and a transfer of \$594,000 from Fair Fire Camp funds.

These funds are in addition to \$1,000,000.00 in state revenue that will be received from the grant funding that was awarded.

A supplemental budget in the amount of \$3,894,000.00 is being requested to get the budget in place for the anticipated expenditures through the life of the Jail Project.



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pcctc@countyofplumas.com
(530) 283 - 6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283 - 6259

DATE: March 31, 2022

TO: Bob Burris, Deputy Chief Economic Development Office
Rural County Representatives of California (RCRC)

FROM: Julie A. White 
Plumas County Treasurer-Tax Collector/Collections Administrator

SUBJECT: County of Plumas and Golden State Finance Authority MOU
Advancement of Funds for the Plumas County Public Safety and Rehabilitation Center

Several years ago, the Plumas County Sheriff's office determined the need for a new Correctional Facility. The Board of State and Community Corrections had grant funds available for small counties to assist with these projects. The grant was awarded to the County and match funds of \$2M were obtained. The match funds were obtained through the refunding of Certificates of Participation into a direct placement loan between Umpqua Bank and the County. Some of the \$2M has been used during the initial preparation phases leaving a current approximate amount of \$1.1M.

The construction of the jail is moving forward and the Build Design (B-D) payments and the CGL Contractor payments are due. However, the CA State Department of Finance has indicated that the reimbursements to the County will have a 120 day turn around. Therefore, the County is submitting payment to the contractor's and waiting a potential 120 days to recover cash. By August, the accounts payable will be \$1.5M and increasing by double for the following 4 months creating a large cash shortfall.

Plumas County has identified cash available within our funds but it will not last through the reimbursement timeframe. If you reference the "Plumas Jail Project Cash Flow Projection" exhibit #1, there are \$3,343,000 in available cash flow funds (PILT \$1.3M, Stranded Supplemental \$343,000, Fair USDA Fire Camp \$594,000 and Umpqua Bank Match Funds \$1,106,000). If you reference #2 on the Plumas Jail Project Cash Flow Projection exhibit there are potential funds available but they are currently not fully secured or are being held for additional "cash match" expenses through the grant. These funds are the RCRC Golden State Finance \$1M, Flood Control District Settlement \$735,000 and Jail Construction Fund (Court fines and fees) \$326,000. If you reference the "Expended" column on the Cash Flow Projection, you will see that by July, the \$3.343M available will be expended without reimbursement from the State and/or additional funding through the Golden State Finance. The County has reached out to the Department of Finance, requesting expedited reimbursement and we are hoping for 90 days, however the County would be more comfortable knowing there is additional funding.

The intention of the County would be to obtain the \$1.0M Golden State funding and not make loan payments back until the end of the project or 2 years (March 15, 2024) whichever is first.

Attached to this memo are the Plumas Jail Project Cash Flow Projection and 2 signed State of California Request for DOF Project Action for a Design-Build Project for the Plumas County Adult Local Criminal Justice Facility. Please advise what additional information is needed.

Thank you for your time.

Plumas Jail Project Cash Flow Projection

Scenario #2 - invoices go in monthly, reimb. take 90 day turnaround and loan is secured and FCD payback funds can be used.

Cash balance based on numbers provided by auditor plus RCRC loan (1000000) and FCD payback of 238000.

Previous expenditures of 1040411.75 can be invoiced for now at the end of March.

Month Ending	U-B Payments	CGL Payments	Other Costs	Expended	Reimburse-ments	Cash Balance Starting	Running Cash Balance
		\$ 1,040,411.75		\$			
Jan-22	\$ 189,278					\$ 5,741,750	
Feb-22	\$ 189,278						
Mar-22	\$ 189,278	\$ 187,304		\$ 755,138			\$ 4,648,802
Apr-22	\$ 409,000	\$ 62,435		\$ 471,435			\$ 4,177,367
May-22	\$ 602,576	\$ 62,435		\$ 665,011			\$ 3,512,356
Jun-22	\$ 602,576	\$ 62,435		\$ 665,011	\$ 1,795,549.75	Jun-Mar + previous is reimbursed	\$ 4,642,955
Jul-22	\$ 602,576	\$ 62,435		\$ 665,011	\$ 471,135		\$ 4,139,379
Aug-22	\$ 1,454,708	\$ 62,435		\$ 1,517,143	\$ 605,011		\$ 3,597,247
Sep-22	\$ 2,208,939	\$ 62,435		\$ 2,271,374	\$ 605,011		\$ 1,906,884
Oct-22	\$ 2,208,939	\$ 62,435		\$ 2,271,374	\$ 605,011		\$ 384,521
Nov-22	\$ 2,208,939	\$ 62,435		\$ 2,271,374	\$ 1,517,143		\$ (369,710)
Dec-22	\$ 2,208,939	\$ 62,435		\$ 2,271,374	\$ 2,271,374		\$ (369,710)
Jan-23	\$ 1,167,158	\$ 62,435		\$ 1,229,593	\$ 2,271,374		\$ 672,071
Feb-23	\$ 1,167,158	\$ 62,435		\$ 1,229,593	\$ 2,271,374		\$ 1,713,852
Mar-23	\$ 1,167,158	\$ 62,435		\$ 1,229,593	\$ 2,271,374		\$ 2,755,633
Apr-23	\$ 1,167,158	\$ 62,435		\$ 1,229,593	\$ 1,229,593		\$ 2,755,633
May-23	\$ 1,167,158	\$ 62,435		\$ 1,229,593	\$ 1,229,593		\$ 2,755,633
Jun-23	\$ 1,167,158	\$ 62,435		\$ 1,229,593	\$ 1,229,593		\$ 2,755,633
Jul-23	\$ 592,562	\$ 62,435		\$ 654,997	\$ 1,229,593		\$ 3,330,229
Aug-23	\$ 592,562	\$ 62,435		\$ 654,997	\$ 1,229,593		\$ 3,904,825
Sep-23	\$	\$ 62,435		\$ 62,435	\$ 1,229,593		\$ 5,071,983
23-Oct	\$	\$ 30,000		\$ 30,000	\$ 654,997		\$ 5,696,980
23-Nov	\$	\$ 15,000		\$ 15,000	\$ 654,997		\$ 6,336,977
23-Dec	\$ 1,119,111.00	\$ 9,654		\$ 1,128,565	\$ 62,435		\$ 5,270,847
24-Jan	\$	\$		\$	\$ 30,000		\$ 5,300,847
24-Feb	\$	\$		\$	\$ 15,000		\$ 5,315,847
24-Mar	\$	\$		\$	\$ 1,128,565		\$ 6,444,412
Total	\$ 22,382,209	\$ 2,406,000	\$	\$ 23,747,797	\$ 24,788,209		

Costs	Funding Inclusions	After project
D.E. \$ 22,382,213	PHI Excess \$ 1,300,000.00	\$ 1,300,000.00
CGL \$ 2,406,000	Stranded Supp \$ 343,000.00	\$ 343,000.00
Other \$ 745,000	LAW FUND FISCAL YR \$ 50,000.00	\$ 50,000.00
	PLUMS JAIL BANK LOAN \$ 1,000,000.00	\$ 1,000,000.00
Loan \$ 25,532,213	RCRC COLLED STATE LOAN \$ 1,000,000.00	more payback + interest
Grant \$ 25,000,000	TRUCK CONTRACT DIS. PAID \$ 135,000.00	\$ 135,000.00
Conting \$ 531,213	REQUEST ORDERED \$ 110,000.00	\$ 110,000.00
	Total \$ 5,404,000.00	\$ 1,950,000.00
		\$ 3,454,000.00

Notes: RCRC COLLED STATE LOAN - more payback + interest; TRUCK CONTRACT DIS. PAID - to GP that the interest on loans needs to be paid off; REQUEST ORDERED - to GP that the interest on loans needs to be paid off.

STATE OF CALIFORNIA
 Request for DOF Project Action for a DESIGN-BUILD PROJECT
 DF-154 (REV 4/19)

Due to DOF 11/4/2021	Business Unit 5227	Department Board of State and Community Corrections	PMB/Dept Proj No N/A 6105105 <i>P.S.</i>
Requested <u>DOF</u> Action Date 12/17/2021		Capital Outlay Program ID 4960	Capital Outlay Project ID (7 digits. For new projects leave blank) 0005105
Project Title Plumas County Adult Local Criminal Justice Facility SB 844		Project Status <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuing	Date of Last Approval 8/18/2021 12/29/2021 <i>P.S.</i>
		Last Approved PWB/DOF Action Reimb. Reso for RRPC	

- Requested DOF Action
- | | |
|---|---|
| <input type="checkbox"/> Approve Solicitation of Design-Build Bids | <input type="checkbox"/> Approve Potential Deficit |
| <input checked="" type="checkbox"/> Approve Design-Build Contract Award | <input type="checkbox"/> Release Equipment Funds |
| <input type="checkbox"/> Approve Additive or Deductive Alternates | <input type="checkbox"/> Approve Group II Equipment |
| <input type="checkbox"/> Approve Transfer between/within Phases | |

Authorized Cost (in thousands) \$26,540 25,530 <i>P.S.</i>	Current Phase(s) Design-Build	Estimated Total Project Cost (in thousands) \$ 25,530
Authority for PC (in thousands) \$1,264 1,164 & \$45 Study <i>P.S.</i>	Budget Act(s) Ch. 34/2016	Previous Augmentation(s) (in thousands)
Authority for DB (in thousands) \$24,249 24,321 <i>P.S.</i>	Budget Act(s) Ch. 34/2016	Previous Augmentation(s) (in thousands)

Request Summary

P.S. We respectfully request this Contract Award ~~and Recognized Revised Project cost~~ approval no later than December 17, 2021.

Based on this revised estimate, the current total revised project cost is \$25,530,000, which is an increase of \$20,000.

* The total for "Authority for PC" includes \$45,000 authorized for Establishment and \$1,216,000 for Performance Criteria.

Meets CEQA Compliance Requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Costs, Funding, & Schedule Changed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Meets Real Estate Due Diligence Requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scope Changed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Is this project managed by the Department of General Services? Yes No
 If no, which department manages this project? (cite legal authority) G.C. Section 15820.94-15820.948 (BSCC)

DGS/Dept Project Manager Ryan Okimura / Ryan Okimura	Date	Department Director/Designee Evonne Garner / Evonne Garner	Date
---	------	---	------

<input checked="" type="checkbox"/> The above action(s) are approved. Authority is granted to proceed when funding authority permits.	<input type="checkbox"/> The following must be addressed prior to granting approval of all actions:
Principal Program Budget Analyst/Designee <i>P. Swiardon</i>	Date 12/29/2021

STATE OF CALIFORNIA
 Request for PWB Project Action for a DESIGN-BUILD PROJECT
 PWB-154 (REV 5/19)

Due to PWB 11/4/2021	Business Unit 5227	Department Board of State and Community Corrections	PMB/Dept Proj No N/A - 6105105 <i>P.S.</i>
Requested <u>PWB</u> Action Date 12/17/2021	Capital Outlay Program ID 4960	Capital Outlay Project ID (7 digits. For new projects leave blank) 0005105	
Project Title Plumas County Adult Local Criminal Justice Facility SB 844		Project Status <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuing	Date of Last Approval 8/13/2021
		Last Approved PWB/DOF Action Reimb Reso for IF	

Requested PWB Action

- | | |
|--|--|
| <input type="checkbox"/> Establish Scope, Cost, & Schedule | <input type="checkbox"/> Approve Site Selection |
| <input type="checkbox"/> Approve Performance Criteria (& Concept Drawings if applicable) | <input type="checkbox"/> Approve Acquisition |
| <input type="checkbox"/> Recognize Scope Change | <input type="checkbox"/> Approve Increase within Appropriation |
| <input checked="" type="checkbox"/> Recognize Revised Project Costs | <input type="checkbox"/> Recognize Anticipated Deficit |
| <input type="checkbox"/> Approve Augmentation (inc %: 0.00% & dollars: _____) | <input type="checkbox"/> Approve a Reversion |
| <input type="checkbox"/> Adopt a Reimbursement Resolution for Interim Financing | <input type="checkbox"/> Approve Use of Inmate Ward Labor |
| <input type="checkbox"/> Authorize the Sale of Lease Revenue Bonds | <input type="checkbox"/> Approve Long Lead Equipment |

Authorized Cost (in thousands) \$ 25,510	Current Phase(s) Design Build	Estimated Total Project Cost (in thousands) \$ 25,530
Authority for Study (in thousands) \$ 45	Budget Act(s) Ch. 34/2016	Previous Augmentation(s) (in thousands)
Authority for A (in thousands) \$ 0	Budget Act(s) Ch. 34/2016	Previous Augmentation(s) (in thousands)
Authority for PC (in thousands) \$ 1,216	Budget Act(s) Ch. 34/2016	Previous Augmentation(s) (in thousands)
Authority for DB (in thousands) \$ 24,249	Budget Act(s) Ch. 34/2016	Previous Augmentation(s) (in thousands)

Request Summary

We respectfully request this ~~Contract Award~~ Recognized Revised Project cost approval no later than December 17, 2021.

Based on this revised estimate, the current total revised project cost is \$25,530,000, which is an increase of \$20,000.

Meets CEQA Compliance Requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Establishment	Costs, Funding, & Schedule Changed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Establishment
Meets Real Estate Due Diligence Requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Establishment	Scope Changed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Establishment

Is this project managed by the Department of General Services? Yes No

If no, which department manages this project? (cite legal authority) G.C. Section 15820.94-15820.948 (BSCC)

DGS/Dept Project Manager Ryan Okimura	Date 12/29/2021	Department Director/Designee Evyonne Garner	Date 12/29/2021
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The above action(s) are approved. Authority is granted to proceed when funding authority permits.

The above action(s) were approved by the Board on _____ Authority is granted to proceed when funding authority permits.

Deputy Director/Designee
Koroon H van Ravenhorst

Date
December 29, 2021

Harrison, Bianca

From: White, Julie
Sent: Friday, April 1, 2022 10:47 AM
To: Roni Towery; Chad Hermann; Harrison, Bianca; Thorman, Rob; Mannle, John; Goss, Kevin; Stuhr, Gretchen; tjohns@pcso.net
Subject: Jail Funding

Good morning,

The request for \$1M has been sent to RCRC with the MOU.

Happy Friday.

Julie A. White
Plumas County Treasurer-Tax Collector
P.O. Box 176
Quincy, CA 95971
(530) 285 - 6410

Harrison, Bianca

From: White, Julie
Sent: Thursday, April 28, 2022 10:42 AM
To: Harrison, Bianca
Subject: FW: Update on Loan

Julie White
County of Plumas - Treasurer-Tax Collector
Plumas
1000 J Street, Room 100
Yuba City, CA 95994

From: Bob Burris <bburris@rcrcnet.org>
Sent: Tuesday, April 26, 2022 9:17 AM
To: White, Julie <JulieWhite@countyofplumas.com>
Subject: RE: Update on Loan

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Julie,

We are processing the check this week. If it's ok with you, I may just drop off the check in person on Monday. I have a meeting in the general area on Tuesday. Does that work?

Best regards,

Bob



**Bob Burris | Deputy Chief Economic
Development Officer
Rural County Representatives of California (RCRC)**

1215 K Street, Suite 1650, Sacramento, CA 95814
O: 916-447-4806 C: 916-837-9525
bburris@rcrcnet.org
www.rcrcnet.org



From: White, Julie <JulieWhite@countyofplumas.com>
Sent: Thursday, April 21, 2022 3:45 PM
To: Bob Burris <bburris@rcrcnet.org>
Subject: RE: Update on Loan

Hi Bob,

That is great news, thank you! Please make the check payable to:

Plumas County Treasurer
C/O Julie White
520 Main Street, Room 203
Quincy, CA 95971

I assume the MOU and documents will follow by email or with the check?

Thank you again.

Julie White
Plumas County Treasurer-Tax Collector
P.O. Box 178
Quincy, CA 95971
(750) 285 - 6440

From: Bob Burris <bburris@rcrcnet.org>
Sent: Thursday, April 21, 2022 3:11 PM
To: White, Julie <JulieWhite@countyofplumas.com>
Subject: FW: Update on Loan

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Julie,
The loan MOU has been reviewed, approved and signed by Pat. We are now in the process of creating a check.

To whom or what should we make the check payable to?

Best regards,

Bob



Bob Burris | Deputy Chief Economic
Development Officer
Rural County Representatives of California (RCRC)

1215 K Street, Suite 1650, Sacramento, CA 95814
O: 916-447-4806 C: 916-837-9525
bburris@rcrcnet.org
www.rcrcnet.org



From: Bob Burris
Sent: Tuesday, April 19, 2022 4:54 PM
To: White, Julie <JulieWhite@countyofplumas.com>
Subject: Update on Loan

Hi Julie,
I just wanted to give you a quick update on the Grant Advance Loan. In addition to working through some vacation schedules, internally we had do a quick review and find a solution regarding interest rate. On the MOU the interest rate used was 1.23% when this was prepared, however our calculation of the interest rate was 1.4% on any approved loans over \$200,000. Not to worry, Pat used his authority to keep your rate on the loan at 1.23% so we wouldn't have to request an amendment to the MOU from the Board, and this was approved by our GSFA Officers. So I am starting the process of getting approvals and signatures, and this should be complete within the next few days. I also wanted to mention that the date of the loan start will actually be when Pat approves, so there won't be additional interest on this last month.

Thanks for your patience. Please let me know if you have any questions.

Bob



Bob Burris | Deputy Chief Economic
Development Officer
Rural County Representatives of California (RCRC)

1215 K Street, Suite 1650, Sacramento, CA 95814
O: 916-447-4806 C: 916-837-9525

bburris@rcrcnet.org

www.rcrcnet.org



Harrison, Bianca

From: White, Julie
Sent: Thursday, April 28, 2022 10:40 AM
To: Harrison, Bianca
Subject: FW: Jail Project Budget

Julie White
County of Plumas Department of Public Safety
1000 1st St
Marysville, CA 95901
(530) 757-2200

From: White, Julie
Sent: Thursday, April 21, 2022 3:50 PM
To: Mannle, John <JohnMannle@countyofplumas.com>; Towery, Roni <RoniTowery@countyofplumas.com>; Thorman, Rob <RobThorman@countyofplumas.com>
Cc: chermann@pcso.net; Goss, Kevin <kevin.goss4district2@gmail.com>; Goss, Kevin <kevingoss@countyofplumas.com>
Subject: RE: Jail Project Budget

Good afternoon,

We are approved for the RCRC Golden State Funding \$1M. They are cutting a check to be sent to my office. I will let you know when it is deposited.

Happy Friday Eve

John Mannle
County of Plumas Department of Public Safety
1000 1st St
Marysville, CA 95901
(530) 757-2200

From: Mannle, John <JohnMannle@countyofplumas.com>
Sent: Wednesday, April 20, 2022 11:05 AM
To: Towery, Roni <RoniTowery@countyofplumas.com>; Thorman, Rob <RobThorman@countyofplumas.com>
Cc: White, Julie <JulieWhite@countyofplumas.com>; chermann@pcso.net; Goss, Kevin <kevin.goss4district2@gmail.com>; Goss, Kevin <KevinGoss@countyofplumas.com>
Subject: RE: Jail Project Budget

Hi Roni,

Open the spreadsheet and look at the small table below the first cashflow scenario. It says "Roni's Budget" above it. Based upon the cash flow schedule of payments and the estimate timing of reimbursements (using the 60-day turnaround):

- a. For supplementing FY 21/22- assuming you haven't paid the D-B or CGL anything since Jan. 1 then you need

Expenditures (1/1/22 – 6/30/22 including accruals) to CGL and D-B at \$2,600,000.
Revenues (1/1/22 – 6/30/22 including accruals) at \$3,950,000 (includes receiving \$1 mil RCRC loan)

b. For budgeting for FY 22/23:

Expenditures (7/1/22 – 6/30/23 including accruals) to CGL and D-B at \$18,700,000.
Revenues (7/1/22 – 6/30/23 including accruals) at \$18,100,000

RCRC loan gets paid back in FY 23/24.

See if that makes sense and will work for your initial budget.

John Mannle, P.E.
Director
Plumas County Department of Public Works
530-283-6498

From: Towery, Roni
Sent: Wednesday, April 20, 2022 10:28 AM
To: Thorman, Rob <RobThorman@countyofplumas.com>; Mannle, John <JohnMannle@countyofplumas.com>
Cc: White, Julie <JulieWhite@countyofplumas.com>
Subject: Jail Project Budget

I need direction on the budget portion for next year for the Jail project so I can submit the prelim budget. Any information would be helpful.

I also haven't gotten anything for the current year so that I can take a supplemental budget to the BOS for costs though the end of June.

Thank you,

Roni Towery
Sheriff's Fiscal Officer
Plumas County Sheriff's Office
Office of Emergency Services
1400 E. Main St
Quincy, CA 95971
530-283-6396
530-283-6344 fax

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

A) SUPPLEMENTAL BUDGET FOR JAIL CONSTRUCTION PROJECT

B) N/A

C) EXPENSES TO BE INCURRED THIS FISCAL YEAR

D) FUNDS FOR CAPITAL IMPROVEMENT PROJECT

Approved by Department Signing Authority: 

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

Phone: (530) 283-6307 FAX: (530) 283-6045

Tony Hobson, Ph.D., Director



April 20, 2022

Dear Chair Goss,

It is with a heavy heart that I must inform you that I will be resigning from my position as the Behavioral Health Director effective May 20, 2022. This decision has been difficult to digest and accept, but for personal reasons it is a decision I had to make. It has been an honor to serve Plumas County residents and partner with Plumas County departments and community stakeholders. I firmly believe PCBH has developed a strong core over the years and feel confident this core will remain intact and continue to serve Plumas County residents for years to come. I recommend Sharon Sousa, LMFT become the interim director until the Plumas County Board of Supervisors appoints the next director. Additionally, I would be honored to participate in the interview process to select the next director of behavioral health.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Tony Hobson', is written over a horizontal line.

Tony Hobson

CC: Nancy Selvage, HR Director

Gretchen Stuhr, County Counsel

White, Heidi

From: Kelly Morlan <kmorlan66@gmail.com>
Sent: Thursday, April 14, 2022 1:41 PM
To: Clerk of the Board - Shared Mailbox
Cc: caryddemars@gmail.com
Subject: Subject To Be Put on Board Agenda

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Plumas County Board of Supervisors,

I am writing today to seek approval to donate a memorial bench and Blue Spruce tree in memory of Karen (DeMars) Miller on the Plumas County Courthouse grounds.

My brother, Cary DeMars and I were raised in Quincy and graduated from QHS. Our parents, Rich DeMars and Karen (DeMars) Miller lived in Quincy from 1971-1989 and owned Nugget Motors. They were very involved in the community (Elks, Clampers, Beta Sigma Phi, Plumas County Fair, 4-H, and multiple other community events). My mom worked at Jim Stockton State Farm Insurance and Dr. Gilman Optometry during her time in Quincy. My dad, mom, Cary and I have always considered Quincy "home" and have fond memories growing up in such a wonderful place.

My mom, Karen (DeMars) Miller, passed away on March 19, 2022 ([Plumas News Obituary](#)). Our family would like to purchase a park bench and plant a Blue Spruce tree in honor and in memory of her in the heart of downtown Quincy. Even though she lived and passed away in Arizona, she always called Quincy home. In fact, my brother and I drove her to Quincy to visit her hometown and her sister, Karlene Berry once we found out that she had terminal cancer and not much time to live. She enjoyed 2 weeks with her family/friends on that trip and then passed shortly later.

My brother and his daughter live in Reno, NV and my family live in Texas. Our whole family are planning a trip to Quincy to have a Celebration of Life for mom on July 16, 2022, so we would love to be able to have the bench and tree to plant prior to the memorial.

I have attached a picture of the bench we would like to purchase for your consideration. The bench is made out of recycled plastic/composite wood (540 plastic milk bottles) and the legs are steel. It can be placed on grass or bolted to concrete. We would like to purchase the Blue Spruce from Gray's Flower Garden. If approved, the bench can take 1-2 months to produce and ship, so time is of the essence.

Our whole family would appreciate your consideration. If the courthouse is not a possibility, we would be open to other options on main street, but the courthouse is our first choice.

Thank you for putting this on your upcoming agenda and I look forward to hearing back on a decision.

Thank you so much,

Kelly (DeMars) Morlan
210-274-6364



Item 6C

Plumas County ARPA Funds for Businesses, Non-profits, and Special-Purpose Districts

At the BOS Meeting held on April 11, 2022, the BOS allocated the entire proceeds from the ARPA Funds of 2021 in various categories.

One of those categories was: **Business and CBO Grants.**

The amount approved for this category is \$540,000 but no decision was made which sub-categories would receive specific amounts.

I propose the funds be spent accordingly:

\$200,000: Lost Sierra Visitors Center for losses sustained in 2020 when all events for the Lost Sierra Chamber and Lost Sierra Visitors Center were canceled due to COVID restrictions (\$100,000). Because of lost revenues, the Chamber and Visitors Center lost essential employees that enabled them to operate effectively. The result was an even further loss of revenues. Includes additional \$100,000 for PR Campaigns to bring back tourists lost to COVID restrictions.

\$100,000: Plumas Arts Council for severe impacts from COVID -19 regulations. The Arts Community was hit especially hard and had to cancel many or most indoor events and fundraisers, reduce staff hours and pay, and reduce some staff totally. Individual artists suffered severely because their work and their industry was considered “non-essential”; consequently, a huge negative impact was suffered by artists and the Plumas Arts Council. The Arts should not be overlooked in their losses and in their impact to local economies. The Arts contribute greatly to the local economies in Plumas County and the quality of life in our communities.

\$240,000: Grants to small business in Plumas County that were negatively impacted by COVID -19 restrictions in 2020. Giving grants to small business and non-profits was the second highest priority given in the public survey for ARPA funds by Plumas County residents. These businesses suffered losses because of COVID-19 guidelines. Some have never recovered or are still struggling because of the Pandemic guidelines that were followed by last year’s Dixie Fire. Small businesses are the lifeline of revenues for Plumas County.

Guidelines:

- 1. Businesses will have to provide Tax Returns confirming a loss of income In 2020 versus 2019 (pre-pandemic) for at least one quarter.**
- 2. Businesses that have received previous state and federal assistance in the form of PPP and EIDL loans, CA COVID Grants etc. will not be eligible.**

3. Consideration for non-essential businesses because they were forced to close, while essential businesses could stay open. These businesses include personal service operations such as salons, spas, barbershops, fitness studios, massage and beauty parlors, are centers and more.
4. Consideration for small, independently owned wholesalers who supply local businesses while online shopping has increased.
5. Consideration to bars, wineries, and breweries.
6. Consideration to include 501 c 3 and 501 c 6 non-profits.
7. Grant awards should drive employment: prioritize businesses that employ people as opposed to individual sole proprietors.
8. Recommendations for two award levels based on the size of the business:
 - \$4,000.00 for businesses with 5 employees or less
 - \$5,000.00 for businesses with more than 5 employees

\$540,000: Total.

I request that these allocations be decided at your next BOS Meeting on May 3, 2022.

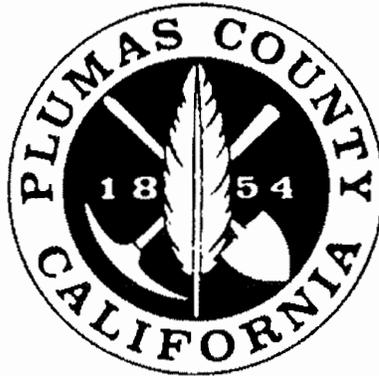
One more request:

The BOS made the decision on April 12, 2022, to allocate \$400,000 for Broadband. While this is a good fallback decision for Broadband if necessary, I request that:

Any and all monies that are not spent on Broadband allocations of \$400,000, be considered for the category of Businesses, non-profits, and special-purpose districts in the form of more grant awards. Most of the counties surrounding Plumas County have appropriated considerably larger amounts in the form of grants to Businesses, non-profits, and special-purpose districts. We need to strengthen the businesses and non-profits to get them back onto their feet.

Thank you for your consideration.

**Clint Koble
Hamilton Branch
(775) 843-4081
Clint.koble@gmail.com**



NOTICE OF VACANCY

THIS IS TO ANNOUNCE THAT TWO (2) VACANCIES HAVE OCCURRED ON THE

AIRPORT LAND USE COMMISSION

**AIRPORT LAND USE COMMISSION APPOINTEE
BOARD OF SUPERVISORS APPOINTEE**

In Plumas County, citizen participation in local government is essential. Local government is the form of government closest to us in our everyday lives, and the one we are most able to influence. Advisory bodies play a very important role in county government.

If you are interested in serving on a county, board, commission or committee (BCC), please contact the Office of the Clerk of the Board. Please be prepared to provide a letter of interest and/or required application. Certain members must file financial disclosure statements upon appointment, or annually thereafter.

MADDY ACT:

In compliance with the requirements of the Maddy Act, Government Code §54970.

**Plumas County Board of Supervisors
Plumas County Courthouse
520 Main Street, Room 309
Quincy, CA 95971
Telephone: (530) 283-6170**

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name GORDON BENNIE Email GORDONBENNIE59@GMAIL.COM

Mailing Address PO Box 129 LLIO Street 96106 Telephone: 408-601-9749
Town Zip

Employer's Name & Address Telephone

Present Occupation ENR Are You Over 18 Years of Age YES

Board/Commission Applied for AIRPORT LAND USE COMMISSION (ALUC)

As representative of (check one) Supervisorial District _____ (OR) At Large PUBLIC MEMBER

Summary of Qualifications for Position: BSC SENIOR CIVIL ENGINEERING, MBA, GLASGOW UNIV BA MATERIALS SCIENCE UNIV OF BARCELONA.

STREET PILOT, MAJOR BUSINESS EXPERIENCE, IN ENR, PRIOR:
BRITISH ARMY CAPTAIN AIRBORNE, CLASSIFIED ACTIVITY BRITAIN/USA GOVERNMENTS.
NOW RETIRED.

Reasons for Applying: WISH TO IMPROVE VISIBILITY OF OUR LAND/AIRPORTS WITHIN THE COUNTY
ALSO TO HELP PROVIDE SUPPORT TO AIR FORCE COMMAND AT EACH AIR STATION

List any organizations of which you are an officer or an employee which are funded by or provide services to county government:

I AM THE CURRENT FOREPERSON FOR THE 2021/22 GRAND JURY PLUMAS COUNTY

Date 4/17/2022 Signature Gordon Bennie

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St, Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.