



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, Chair 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, 5<sup>th</sup> District

### **AGENDA FOR REGULAR MEETING OF JUNE 21, 2022 TO BE HELD AT 10:00 A.M.**

**IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

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 to 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

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

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## ACTION AGENDA

### **1. 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. FACILITY SERVICES**

Approve and authorize the Chair to sign Lease Agreement between Plumas County Facility Services and Liberty Utilities, LLC (CalPeco Electric) to utilize the Portola Memorial Hall as a Customer Resource Center during Public Safety Shutoff Events; \$300.00 each day of the PSPS events; approved as to form by County Counsel. [View item](#)

#### **B. INFORMATION TECHNOLOGY**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County and KnowBe4, Inc., for security awareness training software; not to exceed \$22,410.00, over a of 3 year term of service; approved as to form by County Counsel. [View item](#)
- 2) Authorize no contract payment of \$8,794.50 to Tangent Computer, for email archival software maintenance and support. [View item](#)

#### **C. PLANNING**

Approve and authorize the Chair to sign Agreement between Plumas County Planning Department and Hinman Associates Consulting, Inc. for FY 2022-2023, to provide support services in the implementation of the Upper Feather River Integrated Regional Water Management Program (UFR IRWM) and the Sierra Valley Sub basin Groundwater Sustainability Plan (GSP); Not to exceed \$25,000.00; approved as to form by County Counsel. [View item](#)

#### **D. SHERIFF**

Approve and authorize the Chair to sign Second Amendment to Agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass; increasing the agreement amount by \$20,000.00; due to expenses being greater than anticipated; approved as to form by County Counsel. [View item](#)

### **2. PRESENTATION** - Standard Strategic Wildland Urban Interface - Bill Jacks [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 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 Flood Control & Water Conservation District Governing Board**

### **3. FLOOD CONTROL & WATER CONSERVATION DISTRICT** – John Mannle

- A. Adopt **RESOLUTION** approving Agreement between the Plumas County Flood Control and Water Conservation District and The State of California Department of Water Resources for Table "A" water supply; approved as to form by County Counsel; discussion and possible action. **Roll call vote**.
- B. Approve and authorize the Chair to sign agreement between the Plumas County Flood Control and Water Conservation District and The State of California Department of Water Resources, for additional water allocation for 2021; approved as to form by County Counsel; discussion and possible action.

[View item](#)

#### **Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors**

#### 4. DEPARTMENTAL MATTERS

##### A. AGRICULTURE WEIGHTS AND MEASURES – Willo Vieira

- 1) Authorize the Agriculture Department / Weights and Measure to recruit and fill; 1.0 FTE Agricultural and Standards Management Analyst I/ II; vacancy due to retirement; discussion and possible action. [View item](#)
- 2) Approve and authorize the Agricultural Department/ Weights and Measures to fund both the Agricultural Standards Management Analyst I/II new hire and Melissa Nisbet, Agricultural Standards Management Analyst I during a period of time not longer than four weeks, to provide training and to new hire; discussion and possible action. [View item](#)

##### B. BEHAVIORAL HEALTH – Sharon Sousa

Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Supportive Services Tech positon; and recruit and fill, funded and allocated 1.0 Extra Help Behavioral Health Support Services Tech within Department 70571; discussion and possible action. [View item](#)

##### C. SHERIFF – Todd Johns

- 1) Approve and authorize fixed asset vehicle purchase and equipping of five (5) 2022 Ford Explorers from dept. 70331, not to exceed \$250,000.00; and one (1) 2022 Ford Explorer from dept. 70387 not to exceed \$50,000.00 in FY 22/ 23; discussion and possible action. **Four/ fifths roll call vote** [View item](#)
- 2) Approve and authorize fixed asset vehicle purchase in FY 22/ 23 should vehicles arrive prior to complete budget adoption; discussion and possible action. **Four/ fifths roll call vote** [View item](#)
- 3) Approve and authorize fixed asset boat engine purchase in FY 22/ 23 should engine arrive prior to complete budget adoption; discussion and possible action. **Four/ fifths roll call vote** [View item](#)

##### D. PLANNING DEPARTMENT – Tracey Ferguson

- 1) Approve and authorize Chair to sign Plumas County scoping comment letter to Plumas National Forest responding to a Notice of Proposed Action for the Community Protection Project ("Protect Project"); discussion and possible action

#### 5. BOARD OF SUPERVISORS

##### A. Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on August 16, 2022. [View item](#)

##### B. 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 July 19, 2022 [View item](#)

##### C. Appoint Judy Leland, Laurie Rawlings Betta, and Laura Kearns to the Indian Valley Parks and Recreation District; to form a quorum; discussion and possible action.

##### D. **PUBLIC HEARING TIME CERTAIN: 10:00 A.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. 005-055-007-000 located at 134 Roeder Ave., Crescent Mills, CA [View item](#)

##### E. Correspondence

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

**Afternoon Session 1:00 P.M.**

6. **PLANNING DEPARTMENT** – Tracey Ferguson

**PUBLIC HEARING TIME CERTAIN 1:00 P.M.**

Introduce and waive the first reading of an **ORDINANCE** of the County of Plumas, State of California, Amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, Section 9-2.276. **Roll call vote** [View item](#)

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 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
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code Section 54956.9 – California Department of Water Resources v. All Person Interested in the Matter of the State Water Project Water Supply Contract Amendments for Continued Service and the Terms and Conditions Thereof, Superior Court of California, County of Sacramento, Case No. 34-2018-00246183, 34-2019-80003047, 34-2019-80003053
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020-00283112.

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, June 28, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



JD Moore  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: June 21, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign lease agreement between Facility Services and Liberty Utilities to utilize the Portola Memorial Hall as a Customer Resource Center during PSPS events.

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### **Recommendation**

Approve and authorize Board Chair to sign lease agreement between Facility Services and Liberty Utilities to utilize the Portola Memorial Hall as a Customer Resource Center during PSPS events.

### **Background and Discussion**

Liberty Utilities provides electricity to certain areas of Eastern Plumas County. They recently contacted Facility Services expressing interest in partnering with the county to utilize the resources of the Portola Memorial Hall as a Customer Resource Center during Public Safety Power Shutoff Events. Liberty Utilities has agreed to pay \$300 per day for use of the hall during PSPS Events.

Lease Agreement is valid for 3 years upon execution.

## LEASE AGREEMENT FOR COUNTY PROPERTY USE

This Lease agreement ("Lease"), entered into effective May 1, 2022, by and between COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and Liberty Utilities (CalPeco Electric) LLC ("Tenant"), provides as follows:

County warrants and represents that it owns that certain parcel of land located in Portola, California, County of Plumas, more particularly described on 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 Portola Memorial Hall ("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 449 West Sierra Ave. in Portola, California Commonly known as "Portola Memorial Hall". 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 **Public Safety Power Shutoff Events**, 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 main lobby and main hall of the Building, common corridors and hallways, stairwells, restrooms, and other public or common areas located on the Parcel. Tenant shall not have access to the kitchen.
  - c. Tenant has the right to access the county-provided wifi service. Service is provided to the public and is not password protected.
  - d. Tenant shall have the right to access the Building daily during any Public Safety Power Shutoff (PSPS) Event between the hours of 8:00 am and 10:00 pm.
  - e. Tenant shall leave the building in the same order as it was delivered: chairs and tables shall be returned to where they were, surfaces wiped down, trash picked up, collected, and placed in the dumpster, etc.
  - 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.

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 one (3) years thereafter, unless sooner terminated as provided in this Lease.
3. Rent. Tenant shall pay to Lessor the sum of three hundred dollars (\$300) per day for each day of use during a Public Safety Power Shutoff Event.
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: Facilities Services  
County of Plumas 198 Andy's Way  
Quincy, CA 95971  
Attention: Director of Facilities

To Tenant at: Liberty Utilities LLC  
701 National Avenue  
Tahoe Vista CA 96148  
Attention: PSPS Event Coordinator

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 Public Safety Power Shutoff Events, 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 Public Safety Power Shutoff Events, 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 Customer Resource Center and only during Public Safety Power Shutoff Events, 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, including Tenant's lighted sign, 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 parking area described in Paragraph 7, 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 at the end of each Public Safety Power Shutoff Event 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 above date 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:

**ATTEST:**

By: \_\_\_\_\_  
Heidi White  
Clerk of the Board of  
Supervisors

Approved as to form:

  
Joshua Brechtel 6/8/2022  
Deputy County Counsel I

## 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: June 13th, 2022  
TO: Honorable Board of Supervisors  
FROM: Greg Ellingson, Director of Information Technology  
  
SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF JUNE 21st, 2022 RE:  
ENTERING INTO CONTRACT WITH KNOWBE4 FOR SECURITY AWARENESS SOFTWARE.**

It is recommended that the Board:

1. Approve Item 1 below.

**Item 1:** Approval of payment for software as specified below.

### **Background and Discussion:**

Information Technology budgets for and pays software maintenance annually for County of Plumas. As technology advances and employees are frequently exposed to sophisticated social engineering attacks, the importance for security awareness training has become evident. This software is a comprehensive approach to effectively manage security awareness for employees of the County of Plumas. This contract is for three years of service. In order to pay this contract we ask to Board to approve payment with a signed service contract approved by County Counsel. Specifically, we ask the Board to approve the following payments.

<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
KnowBe4	Security Awareness Training	\$22,410 (covers three years)

These funds have been budgeted as part of the 2021/2024 ARPA IT Budget.

**KnowBe4**

33 N Garden Avenue, Suite 1200  
Clearwater, FL  
33755 US

<b>Prepared By</b>	Andrew Donato andrewd@knowbe4.com	<b>Contact Name</b>	Melodie Bennett (530) 283-6307 melodiebennett@countyofplumas.com
<b>Bill to Name</b>	County of Plumas - CA 520 Main St Quincy, CA 95971-9364 USA	<b>Ship To Name</b>	County of Plumas - CA 520 Main St Quincy, CA 95971-9364 USA
<b>Description</b>	20% additional discount built in yearly.	<b>Notes</b>	
<b>Total Term(Months)</b>	36		

**Non Profit Discounting has been applied to this quote.**

PRODUCT	DESCRIPTION	QTY	LIST PRICE	SALES PRICE	TOTAL PRICE
CMP	KnowBe4 Compliance Plus Subscription Must have current KMSAT Subscription to use product.	250	USD 16.20	USD 16.20	USD 4,050.00
KMSATD	KnowBe4 Security Awareness Training Subscription Diamond	250	USD 49.68	USD 49.68	USD 12,420.00
KMHCN	Kevin Mitnick Home Internet Security Course Access	1	USD 0.00	USD 0.00	USD 0.00
PHISHER	KnowBe4 PhishER Subscription	250	USD 23.76	USD 23.76	USD 5,940.00

**Grand Total** USD 22,410.00

**Signature**  
**Name**  
**Title**  
**Date**

**Terms & Conditions**  
Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, mid-subscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service ([www.KnowBe4.com/Legal](http://www.KnowBe4.com/Legal)) and Product Privacy Policy ([www.KnowBe4.com/Product-Privacy-Notice](http://www.KnowBe4.com/Product-Privacy-Notice)) apply, unless mutually agreed otherwise in writing.

## MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT ("Agreement") is effective as of the date of the last signature below ("Effective Date") by and between KnowBe4, Inc., a Delaware Corporation with a principal place of business at 33 N. Garden Ave., Suite 1200, Clearwater, Florida 33755, USA and its Affiliates (collectively, "KnowBe4"), and County of Plumas - CA with a principal place of business at 520 Main St., Quincy, CA 95971-9364, United States ("Customer"). Customer and KnowBe4 may be referred to in this Agreement individually as a "party" or jointly as the "parties". This Agreement governs all purchased Subscription Services, as defined below, provided by KnowBe4 to Customer.

### 1. Definitions. For purposes of this Agreement:

**"Active User(s)"** means Customer's Users with active assigned Seats.

**"Affiliate"** means an entity that, directly or indirectly, through one or more entities, controls; is controlled by; or is under common control with, the specified entity.

**"Beta Services"** means the second phase of software testing in which a sampling of the intended audience samples a service prior to its general release where Customer, in return, provides KnowBe4 feedback about the Beta Services.

**"Channel Partner"** means an authorized KnowBe4 reseller, distributor, or managed service provider through which Customer may acquire the Subscription Services and/or Professional Services.

**"Confidential Information"** means all information or material disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that: (a) gives either party some competitive business advantage, gives either party an opportunity of obtaining some competitive business advantage, or the disclosure of which may be detrimental to the interests of the Disclosing Party; and (b) is either: (i) marked "Confidential," "Restricted," "Proprietary," or includes other similar markings; (ii) known by the parties to be confidential and proprietary; or (iii) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. The Subscription Services are deemed Confidential Information of KnowBe4.

**"Customer Privacy Notice"** means KnowBe4's Customer Privacy Notice located at [knowbe4.com/product-privacy-notice](http://knowbe4.com/product-privacy-notice), or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.

**"Documentation"** means KnowBe4's then-current generally available documentation, specifications, user manuals, etc., for the Subscription Services, located at [knowbe4.zendesk.com/hc/en-us](http://knowbe4.zendesk.com/hc/en-us) or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.

**"LMS"** means a learning management system for the administration, documentation, tracking, reporting, and delivery of Training Content, that includes any e-learning education courses or training programs. KnowBe4 provides a cloud-based LMS through its Web Hosted Services. Upon approval by KnowBe4, Customer may also opt to use its own, or a third party's, LMS in accordance with the terms of this Agreement.

**"Professional Services"** means any professional services, including implementation and installation services, managed services, consultancy services, or services for the customization or branding of Training Content, agreed upon by the parties and set forth in a Quote. KnowBe4 may require Customer to enter into a statement of work ("SOW") detailing the Services to be performed.

**"Quote"** means a purchasing document or other similar document, such as a purchase order or SOW, in connection with a purchase under this Agreement. The parties may attach a copy of the initial Quote as an exhibit to this Agreement. If such Quote is attached, the Quote will be deemed accepted upon execution of this Agreement.

**"Seat(s)"** refers to the number of Users permitted access to the Subscription Services pursuant to the user count purchased via a Quote.

**"Security Page"** means KnowBe4's security page that provides information about KnowBe4's security practices, located at [knowbe4.com/security](http://knowbe4.com/security), or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.

**"Software"** means the object code version of any software that may be licensed by Customer under this Agreement for installation on Customer's systems. To the extent KnowBe4 delivers any updates or enhancements to Customer as part of the Support Services, such updates and enhancements will be deemed included in the definition of Software.

**"Subscription Services"** means any Web Hosted Services, Software, Support Services, Professional Services, Training Content, and/or other services that KnowBe4 offers to Customer, including any applicable Documentation.

**"Support Services"** means maintenance and support of any Subscription Services provided by KnowBe4, as set forth in Exhibit A.

**"Subscription Term"** means the term set forth in the respective Quote during which the Customer is granted access to the Subscription Services in accordance with this Agreement.

**"Training Content"** means digital courseware, training modules, testing and training templates, games, posters, artwork, videos, newsletters, security documents, or other content and materials provided by KnowBe4 and/or its third party licensors.

**"User(s)"** means Customer's authorized employees or independent contractors, with an assigned unique business email address (i.e., an email address using a business email domain name that Customer owns or is authorized by the domain name owner to use for the purposes contemplated herein), who may access the applicable Subscription Services.

**"Web Hosted Services"** means an application and/or database services hosted by KnowBe4 or its agents, made available for remote access and use by Customer and its Users, under this Agreement.

### 2. Payment Terms.

- 2.1. **Subscription Services Purchase.** Customer is deemed to have committed to a purchase in full for the Subscription Services (regardless of any split payment terms) upon the earlier of: (a) a Quote signed by Customer that is sent to KnowBe4 or to the respective KnowBe4 Channel Partner for processing; (b) an attached Quote, upon execution of this Agreement; or (c) tender of payment by Customer through check, credit card, or other form of payment. Payment via check, credit card, or other form of tendering payment will be deemed acceptance of the corresponding Quote or invoice sent to Customer by KnowBe4. If Customer is an organization subject to certain fiscal period restrictions or appropriations, Customer hereby represents and warrants that Customer has the ability to pay all fees, regardless of any split payment terms, in full, out of Customer's current fiscal period's allocated budget or that Customer has the authority to legally commit to a purchase outside of the current fiscal period. Except as

otherwise specified herein, all sales are final, non-refundable, and non-returnable except with respect to Subscription Services that do not meet applicable specifications in the relevant Documentation or that are not identified in the applicable Quote or SOW.

2.2. **Subscription Services Fees.** The fees for Subscription Services will be specified by KnowBe4 and will be applicable for the period specified in the KnowBe4 Quote (as applicable). If no period is specified, pricing will be applicable for thirty (30) calendar days. Notwithstanding the foregoing, prices may be subject to increase upon the renewal of a Quote, or in the event Customer adds on or upgrades the Subscription Services during the Subscription Term specified in the Quote. Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature including, for example, value-added; sales; use; or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If KnowBe4 has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, KnowBe4 will invoice Customer and Customer will pay that amount unless Customer provides KnowBe4 with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, KnowBe4 is solely responsible for taxes assessable against it based on its income, property, and employees. Except as otherwise specified herein or in a Quote: (a) fees are based on the Subscription Services acquired and not actual usage; (b) payment obligations are non-cancelable and fees paid are non-refundable, except where expressly permitted herein; and (c) the Subscription Term and quantities purchased cannot be decreased during the applicable Subscription Term. For clarity, Customer is responsible for any payments owed but not paid by any Affiliates ordering Subscription Services hereunder.

2.3. **Due Date; Late Payments.** Amounts due for Subscription Services may be invoiced by KnowBe4 in full at the start of the Subscription Term or as otherwise expressly provided in the Quote. Customer agrees to pay the net amount of each invoice without offset or deduction within thirty (30) days after the date of KnowBe4's invoice (unless otherwise noted on the invoice). If any undisputed amount is not paid by Customer within fifteen (15) days' notice of late payment, KnowBe4 will be entitled to receive the amount due plus interest thereon at a rate of 1.5% per month (or the highest rate permitted by applicable law) on all undisputed amounts that are not paid on or before the date due. Customer will also pay all of KnowBe4's reasonable costs of collection including, but not limited to, reasonable attorneys' fees.

2.4. **Disputed Payments.** Customer has the right, in good faith, to dispute all or a portion of an invoice prior to its due date. KnowBe4 will not collect interest on disputed amounts in the event Customer provides KnowBe4 with written notice, prior to the due date, that Customer disputes such charges, pays all undisputed charges on time, and cooperates diligently to resolve the dispute.

2.5. **Credit Approval; Application of Payment.** Customer may, from time to time, be subject to credit approval by KnowBe4. Customer agrees to submit financial information as may be reasonably requested by KnowBe4 for the establishment and/or continuation of credit terms. Any payment received from Customer may be applied by KnowBe4 against any obligation owed to KnowBe4 by Customer.

2.6. **Channel Partner Purchases.** In the event Customer acquires Subscription Services through a Channel Partner, all payment-related terms will be set forth in the applicable agreement between such Channel Partner and Customer. Any agreements Customer enters into with a Channel Partner shall be between Customer and the Channel Partner and shall not be binding upon KnowBe4.

### 3. Usage and Rights.

3.1. **Subscription Services.** For the duration of the Subscription Term, and in accordance with the terms of this Agreement and the Documentation, KnowBe4 grants to Customer a non-exclusive, non-transferable, non-assignable right to access the applicable Subscription Services set forth in the Quote for Customer's internal business use only, and not for resale or publication. If Software and/or Training Content downloads are enabled in the applicable Subscription Services, Customer will have the right to download, install, use, execute, display, and access the Software and Training Content in accordance with this Agreement and the Documentation. Some Software or other components used in KnowBe4's Subscription Services may be offered under an open source license, located at <https://support.knowbe4.com/hc/en-us/articles/360000870387-Open-Source-Licensing-Information>, or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.

3.2. **Operation of the Subscription Services.** The implementation and operation of KnowBe4's Subscription Services, and any deliverables resulting from the Subscription Services, are performed by designated administrator(s) employed or contracted by Customer. Any Managed Services, as defined below, may be subject to additional fees.

3.3. **Customer Users.** The Subscription Services are only permitted to be used by the authorized number of Users for whom Customer paid the applicable Subscription Services fees. The Subscription Services are provided on a per-Seat, subscription basis. Customer is solely responsible for the management of access to the Subscription Services of its Users. The concurrent number of Active Users receiving access may not exceed the number of purchased Seats. If the number of Active Users exceeds the number of purchased Seats, Customer is obligated to either pay for any Seats that surpass the purchased amount or immediately reduce its number of Active Users. Customer is not permitted to freely re-assign Seats to Users. KnowBe4 prohibits cycling of Seats amongst Customer's personnel. If an Active User's account is terminated or removed, that User's Seat license is no longer considered active and may be allocated to another User upon written approval by KnowBe4. Notwithstanding the foregoing, KnowBe4's approval is not required in the instance an Active User's account is terminated or removed due to Customer's termination of that Active User's employment, or otherwise for termination of contract with that Active User, to account for Customer's normal attrition in its workforce. KnowBe4 reserves the right to monitor Customer's compliance with this Section. Upon request by KnowBe4, Customer agrees to certify its compliance with this Section. Additional Seats may be added during the applicable Subscription Term and such additional Seats will be co-pending with the then-current Subscription Term and will terminate on the same date. Add-ons for more Seats, mid-Subscription Term, will be priced at the same volume, level, and term discount purchased under the applicable co-pending Quote and will be valid only until the end of such co-pending Subscription Term. New rates may apply upon renewal.

3.4. **Professional Services.** In the instance Customer purchases Professional Services to be performed by KnowBe4, Customer may be required to sign an SOW detailing the project specifications. Professional Services may include, but are not limited to, the request for KnowBe4 to implement and operate the Subscription Services on behalf of Customer ("Managed Services"), additional maintenance and support (as opposed to the standard Support Services already included), customization and branding of any Training Content, and any additional consultancy or professional services. The completion time for any Professional Services to be performed under an SOW, and any milestones, will be dependent on KnowBe4's receipt of all Customer assets and specifications necessary for the project, in addition to KnowBe4 receiving a validly signed SOW for processing, as requested by KnowBe4. The

completion deadline will start from the date of delivery of all such assets and specifications, not the date of KnowBe4's receipt of the signed SOW. Customer acknowledges that delays in providing assets or specifications at the request of KnowBe4 for such Professional Services may delay the completion of the Professional Services. KnowBe4 will not be faulted for delays caused by Customer's failure to reasonably cooperate. Service hours purchased pursuant to an SOW or a Quote will expire upon the expiration or termination of Customer's Subscription Term and will not carry over to any subsequent Subscription Term renewal.

**3.5. *Support Services.*** Subscription Services are made available with standard Support Services for no additional charge. Support Services are made available in accordance with the terms and conditions set forth in Exhibit A. Notwithstanding the foregoing, KnowBe4 will have no obligation to support: (a) services, hardware, or software provided by anyone other than KnowBe4; (b) Subscription Services issues caused by Customer's negligence, abuse, or misapplication; or (c) Customer's use of Subscription Services other than as specified in the Documentation.

**3.6. *Beta Services.*** KnowBe4 may offer Beta Services to Customer at no charge. Use of the Beta Services are at the election of Customer and are for evaluation purposes only. Beta Services are not considered "Subscription Services" and do not come with Support Services. Beta Services may be subject to additional terms. KnowBe4 reserves the right to discontinue the Beta Services at any time. Use of the Beta Services will automatically terminate at such time that KnowBe4 makes such Beta Services generally available. Beta Services may be unpredictable and lead to erroneous results. Customer acknowledges and agrees that: (a) Beta Services are experimental and have not been fully tested; (b) Beta Services may not meet Customer's requirements; (c) the use or operation of any Beta Services may not be uninterrupted or error free; (d) Customer's use of any Beta Services is for purposes of evaluating and testing the Beta Services and for providing feedback to KnowBe4; (e) Customer will inform its Users regarding the nature of Beta Services; and (f) Beta Services are considered Confidential Information. Customer will promptly report any errors, defects, or other deficiencies in any Beta Services to KnowBe4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Customer hereby waives any and all claims, now known or later discovered, that Customer may have against KnowBe4 and KnowBe4's third party providers and licensors arising out of Customer's use of Beta Services.

**3.7. *Intellectual Property.*** This is not a work made-for-hire agreement, as defined by U.S. or other applicable law. KnowBe4 and its licensors own and reserve all right, title, and interest, including intellectual property rights, in the Subscription Services and all enhancements, modifications, and updates thereto. Except for express licenses granted in this Agreement, KnowBe4 is not granting any interest, express or implied, in or to KnowBe4's intellectual property. KnowBe4 reserves all rights in such property.

**3.8. *Feedback.*** Customer may provide KnowBe4 with suggestions, comments, or other feedback (collectively, "**Feedback**") with respect to the Subscription Services. Feedback is voluntary. KnowBe4 is not obligated to hold any Feedback in confidence. KnowBe4 may use Feedback for any purpose without obligation of any kind. To the extent a license is required to make use of any intellectual property in any Feedback, Customer grants KnowBe4 an irrevocable, non-exclusive, perpetual, royalty-free license to use such Feedback in connection with KnowBe4's business, including the enhancement of the Subscription Services.

**3.9. *Subscription Services Analytics.*** KnowBe4 may use and reproduce data in an aggregated, de-identified, and generic manner ("**De-Identified Data**") for the development, maintenance, support, and improvement of current and future Subscription Services; for tracking Subscription Services usage metrics and statistics; for analyzing and reporting on threat intelligence; and for other similar purposes. To the extent such De-Identified Data is disclosed, it will only be disclosed in a generic or aggregated manner that does not identify the Customer or any individual and will exclude Customer Confidential Information and Personal Data (as defined below). KnowBe4 shall implement reasonable technical safeguards that prevent reversal of De-Identified Data and implement reasonable business processes to prevent inadvertent release of Customer Data (as defined below).

#### **4. Customer Obligations and Restrictions.**

**4.1. *Connectivity.*** Customer is solely responsible for all telecommunication or Internet connections, and associated fees, required to access and use the Subscription Services, as well as all hardware and software. KnowBe4 is not responsible for: (a) Customer's access to the Internet; (b) interception or interruptions of communications through the Internet; or (c) changes or losses of data through the Internet.

**4.2. *User Credentials.*** Customer will ensure User credentials (e.g., usernames and passwords) remain confidential, and Customer and Users will not disclose any such credentials to any third party. In addition, Customer will notify KnowBe4 immediately upon discovery of an unauthorized disclosure of any such credentials or upon any unauthorized access. Upon any termination of the engagement or deactivation of any User with knowledge of any such credentials, Customer will immediately change such credentials and remove access for that User. Customer may only assign Seats to Users with unique email addresses with business domain names that Customer either owns or is authorized to use by the domain name owner in accordance with this Agreement and the applicable Documentation.

**4.3. *Use of Customer or Third Party LMS.*** In the event Customer uses its own or a third party's LMS, or other mechanisms for hosting Training Content or other such content provided by KnowBe4 or its third party licensors, Customer will ensure strict compliance in accordance with this Agreement and will ensure an agreement is in place with any such third party that contains substantially the same level of protection for the Training Content and other such content as contained herein. After the termination or expiration of the applicable Term (as defined below), Customer will ensure all Training Content and other such content is removed from its own, or the third party's, possession.

**4.4. *Affiliates.*** Customer, if purchasing Seats on behalf of an Affiliate, will ensure its Affiliates comply with the terms of this Agreement. The use of the Subscription Services by the Affiliate and its Users represents acceptance of the terms of this Agreement by such Affiliate and its Users for which Customer will be jointly and severally liable with its Affiliate for any breach by the Affiliate or its Users of this Agreement. No Affiliate may directly enforce any provision of this Agreement. All actions to enforce this Agreement must be brought by Customer.

**4.5. *Restrictions.*** Customer agrees not to: (a) copy, reproduce, reverse engineer, disassemble, create derivative works from, decompile, or otherwise attempt to reveal the trade secrets or know-how underlying the Subscription Services; (b) use KnowBe4's intellectual property or Confidential Information to develop a competitive offering or otherwise copy KnowBe4's content, materials, and/or user interface for the development of similar services; (c) remove or destroy any copyright notices, other proprietary markings, or confidentiality legends placed on or made available through the Subscription Services; (d) attempt to gain unauthorized access

to, or disrupt the integrity or performance of, the Subscription Services or the data contained therein (including without limitation penetration or other such security testing); (e) use the Subscription Services for competitive analytical, benchmarking, or market research purposes; or (f) use the Subscription Services in any manner or for any purpose inconsistent with the terms of this Agreement or the Documentation.

4.6. Customer acknowledges that some of KnowBe4's Subscription Services are designed to assist Customer in training Users and may include developing, customizing, and sending fake cyber security attack campaigns for purposes of employee training, but that Customer, and not KnowBe4 or any Channel Partners, will be responsible for Customer's compliance with all laws and governmental regulations, and any results in connection with the Customer's use of the Subscription Services (including any reports or information produced in connection therewith).

4.7. **Customer Content.**

4.7.1. Depending on the Subscription Services purchased via a Quote, Customer may use KnowBe4's Subscription Services for the hosting of its assets, content, and other materials, such as certain reports; documents; manuals; audiovisual materials; photos; videos; and audio files, to make available to Active Users on or through the KnowBe4's LMS or Web Hosted Services ("**Customer Content**"). Customer shall retain ownership of the Customer Content. Subject to, and conditioned on, Customer's and its Users' compliance with the terms and conditions of this Agreement, during the applicable Subscription Term, KnowBe4 will provide Customer and Active Users remote electronic access to the Customer Content through the Subscription Services in accordance with this Agreement. KnowBe4 has the right to: (a) take any action with respect to Customer Content that it deems necessary or appropriate, in KnowBe4's sole discretion, including if KnowBe4 reasonably believes that such Customer Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of any person, or creates potential liability for KnowBe4; (b) take appropriate legal action including, without limitation, referral to law enforcement related to any illegal or unauthorized Customer Content provided by Customer; or (c) terminate or suspend Customer's access to the Subscription Services for violation of this Agreement. Customer grants KnowBe4, its third party providers, and each of their respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose the Customer Content as necessary to make the Customer Content available to Customer and its Active Users through the Subscription Services.

4.7.2. Customer represents and warrants that: (a) Customer owns all rights in and to the Customer Content and/or has the right to grant the licenses granted herein to KnowBe4, its third party providers, and each of their respective licensees, successors, and assigns; and (b) all Customer Content does and will continue to comply with this Agreement; (c) all Customer Content does and will continue to comply with all applicable laws and regulations; and (d) the Customer Content does not and will not: (i) contain any material which is defamatory, obscene, indecent, abusive, offensive, violent, hateful, inflammatory, or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any person; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that may give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement; (v) promote any illegal activity or advocate, promote, or assist in any unlawful act; (vi) intentionally create unreasonable disturbances to any other person or organization; or (vii) contain any: (A) viruses, trojan horses, worms, backdoors, or other software or hardware devices, the effect of which would permit unauthorized access to, or disable, erase, or otherwise harm any computer, systems, software, or content; or (B) time bombs, drop dead devices, or other software or hardware devices designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive KnowBe4, or its customers/users, of its lawful rights. In addition to Customer's indemnification obligations contained in this Agreement, Customer will defend and indemnify KnowBe4 and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by KnowBe4 as a result of any claim by a third party arising from KnowBe4's hosting or distribution of the Customer Content as authorized under this Agreement. The procedure for indemnification will be as set forth in the Section covering Customer's indemnification obligations.

5. **Term and Termination.**

5.1. **Term.** This Agreement will be effective as of the Effective Date and will remain in full force and effect until all Quote terms have expired or otherwise have been terminated (a Quote term individually, a "**Subscription Term**" and all Quote Subscription Terms, collectively, the "**Term**").

5.2. **Suspension.** KnowBe4 may, at its option, suspend Customer's (or a User's) use or access to the Subscription Services if: (a) Customer is in breach of the Agreement (including failure to make timely payment); (b) KnowBe4 believes that such use or access poses a security risk to the Subscription Services or to other Customers or users of the Subscription Services; (c) it is necessary to prevent damage to, or degradation of, the Subscription Services or KnowBe4's systems; (d) such use or access violates any law, regulation, court order, or other governmental request; or (e) KnowBe4 suspects fraud or abuse. KnowBe4 will make commercially reasonable efforts to: (i) limit the suspension to the affected portion of the Subscription Services; and (ii) promptly resolve the issues causing the suspension of the Subscription Services. Nothing in this clause limits KnowBe4's right to terminate for cause as outlined in this Agreement, or ability to terminate this Agreement in the instance Customer is acting, or has acted, in a manner that violates applicable law.

5.3. **Termination.**

5.3.1. If Customer fails to pay any invoice when due and does not make such payment within fifteen (15) days after receipt of notice from KnowBe4 of such failure, KnowBe4 may, in its sole discretion, either: (a) suspend delivery or performance of any Quote, or any remaining balance thereof, until such payment is made; or (b) terminate any Quote. In either event, Customer will remain liable to pay for the Subscription Services.

- 5.3.2. Either party may terminate the Agreement or a Quote upon a material breach of the Agreement or Quote by the other, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach.
- 5.3.3. Customer may terminate this Agreement or any applicable Quote at any time and for any reason upon providing thirty (30) days' written notice to KnowBe4, provided Customer will not be entitled to reimbursement or relief of its future payment obligations.
- 5.3.4. KnowBe4 may terminate this Agreement or any applicable Quote at any time and for any reason upon providing thirty (30) days' written notice to Customer, provided Customer will be entitled to a prorated refund and relief of its future payment obligations for the unused portion of the Subscription Services.

#### 5.4. **Effects of Termination.**

- 5.4.1. In the event the Agreement or Quote is terminated by Customer without cause, or by KnowBe4 for cause, Customer will pay for all Subscription Services ordered as of the effective date of termination of the particular Quote. In addition, if a Quote specifies a Subscription Term for which KnowBe4 will provide Subscription Services or Professional Services to Customer (e.g., thirty-six (36) months), and that Quote is terminated by KnowBe4 for cause (including nonpayment) or by Customer without cause, then all future, recurring fees associated with the remaining Subscription Term of such Quote will become immediately due and payable, and will be paid by Customer to KnowBe4 upon the effective date of such termination.
- 5.4.2. In the event Customer terminates the Agreement or Quote for material breach in accordance with this Agreement, Customer will be issued a refund for any unusable, pre-paid Subscription Services fees for the remainder of the Subscription Term, as applicable, of the affected Subscription Services.
- 5.4.3. Upon any termination, Customer's right to use and access the Subscription Services (including any Training Content and other materials provided by KnowBe4) will immediately cease. Customer must return or destroy all copies (original and duplicates) of such Subscription Services, in accordance with this Agreement. Upon request by KnowBe4, Customer must provide to KnowBe4 a certification of destruction.
- 5.4.4. During an applicable Subscription Term, Customer will have the ability to download a copy of its Customer Data contained in the Subscription Services in the form and format as such Customer Data exists in the Subscription Services. Upon termination or expiration of this Agreement or the Term, KnowBe4 will have the right to delete or destroy Customer Data in KnowBe4's, or in KnowBe4's third party provider's, possession. Notwithstanding the forgoing, KnowBe4 will be permitted to retain copies of data contained in an archive that: (a) are made in accordance with its security retention (including email retention) policy, a database backup, and/or disaster recovery procedures; or (b) are kept by KnowBe4 for record-keeping, archival, or governance purposes in compliance with KnowBe4's document retention policies. To the extent it is not commercially reasonable or technically feasible for KnowBe4 to remove Customer Data from archive or other backup media, KnowBe4 may retain Customer Data on such media in accordance with its retention, backup, or other disaster recovery procedures. Any such retained data will remain subject to the provisions of this Agreement for so long as it is retained.
- 5.4.5. The exercise of the right to terminate this Agreement and any Quote will be in addition to any other rights or remedies provided in this Agreement, or existing at law or equity, that are not otherwise excluded or limited under this Agreement.

### 6. Confidentiality.

- 6.1. **Confidential Information.** During the Term, each party may disclose to the other certain Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the Receiving Party of this Agreement; (b) was previously known to the Receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; or (d) was independently developed by a party hereto without reference to Confidential Information of the other party.
- 6.2. **Protection of Confidential Information.** Except as expressly provided in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent, except disclosure to, and subsequent uses by: (a) the Receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the Receiving Party's obligations under this Section; and/or (b) as required pursuant to a subpoena or other similar order of any court or government agency provided, however, that the party receiving such subpoena or order will promptly inform the other party in writing and provide a copy thereof (unless notice is precluded by the applicable process), and will only disclose that Confidential Information as necessary to comply with such subpoena or order. Subject to the foregoing nondisclosure and non-use obligations, the Receiving Party will use at least the same degree of care and precaution that it uses to protect the confidentiality of its own Confidential Information and trade secrets of similar nature, but in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the Disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity, or otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.
- 6.3. **Return and Destruction of Materials.** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all summaries, copies, descriptions, excerpts, or extracts thereof that are in the possession of the other party will be, and remain, the property of the Disclosing Party and will be promptly returned to the Disclosing Party. The Receiving Party will use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts, or extracts thereof in its possession upon the Disclosing Party's written request. The Receiving Party will have no obligation to delete or destroy copies that: (a) are contained in an archived computer system backup that were made in accordance with such party's security, retention, and/or disaster recovery procedures; or (b) are kept by a party for record-keeping, archival, or governance purposes in compliance with such party's document retention policies. Any such retained Confidential Information will remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound

by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

## 7. Data Rights and Protection.

- 7.1. **Customer Data.** Customer grants KnowBe4 a non-exclusive, world-wide, royalty-free license to use data and other information including, but not limited to, Personal Data processed or stored through the Subscription Services by Customer or on behalf of Customer ("Customer Data"): (a) in accordance with this Agreement; (b) in accordance with the Customer Privacy Notice; (c) for the provision of the Subscription Services including any Professional Services and Support Services; and/or (d) as may be required by law. "Personal Data" means personally identifiable information as defined by applicable law. Customer will be responsible for obtaining all rights, permissions, and authorizations to provide Customer Data to KnowBe4 for use as contemplated under this Agreement. Except for the limited license granted herein, nothing contained in this Agreement will be construed as granting KnowBe4 any right, title, or interest in the Customer Data.
- 7.2. **Data Security.** Customer Data is maintained in accordance with Exhibit B using industry standard administrative, physical, and technical safeguards that are designed to provide for the protection of the security, confidentiality, and integrity of Customer Data. KnowBe4's security safeguards include means for preventing access, use, modification, and disclosure of Customer Data by unauthorized individuals. Notwithstanding the foregoing, Customer Data access may be provided: (a) to KnowBe4 and other personnel to the extent necessary to provide the Subscription Services, Professional Services, and Support Services; (b) as compelled by law; (c) as set forth in the Customer Privacy Notice; or (d) as expressly permitted by Customer. KnowBe4's Subscription Services currently operate in third party datacenters that have been built with high availability, business continuity, and disaster recovery in mind. KnowBe4's cloud architecture follows industry standard security practices and is regularly assessed for vulnerabilities and risks. Information about KnowBe4's information security practices may be found at KnowBe4's Security Page.
- 7.3. **Data Protection.** The collection, use, and disclosure of Customer Data in connection with Customer's use of the Subscription Services is subject to the Customer Privacy Notice. By using the Subscription Services, Customer and each User acknowledge that the Customer Data will be processed in accordance with both the Customer Privacy Notice and this Agreement and may be processed in a country where it was collected, as well as in countries where privacy laws may be different or less stringent, provided KnowBe4 ensures compliance with applicable data protection laws. By using the Subscription Services, or submitting Customer Data via the Subscription Services, Customer expressly consents to such processing. To the extent Customer or User provides Personal Data or other information belonging to a third party, Customer represents and warrants that it has that person's, or organization's, or other such third party's proper consent, or otherwise proper authorization, to do so. In the event Customer enters into a Data Processing Agreement with KnowBe4, such Data Processing Agreement will govern the data handling practices between the parties and will supersede the language contained in this Section in the event of a conflict.
- 7.4. **Protected Health Information, Payment Card Information, and other Sensitive Information.** KnowBe4 does not need, nor does KnowBe4 request, any protected health information ("PHI") governed by the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA"). KnowBe4 does not need, nor does KnowBe4 request, any non-public consumer personally identifiable information or financial information governed by the Gramm-Leach-Bliley Act ("GLBA") or payment card information covered by the Payment Card Industry Data Security Standards ("PCI DSS") in order to provide KnowBe4's Subscription Services. Customer should never disclose, nor allow to be disclosed, PHI or information protected by GLBA, PCI DSS, or other sensitive information to KnowBe4. Customer acknowledges that KnowBe4 does not take steps to ensure KnowBe4's Subscription Services are compliant with HIPAA, GLBA, PCI DSS, or equivalent laws and regulations. All obligations of the aforementioned regulations remain solely with Customer. KnowBe4's Subscription Services are not intended for use with minors (as defined by applicable law). Customer is prohibited from authorizing minors, as defined by applicable law, to use or access the Subscription Services, except as otherwise provided in a signed writing by an authorized representative of KnowBe4.

## 8. Compliance.

- 8.1. **Anti-Bribery & Corruption.** Customer will not: (a) make any unlawful payments to any government official or employee; (b) make any unlawful payment to any person or unlawfully provide anything of value (whether as property, services, or in any other form) to any person for the purpose of obtaining an improper business advantage; or (c) agree, commit, or otherwise offer to undertake any of the foregoing actions in connection with this Agreement or any related activities.
- 8.2. **International Trade Compliance.** The sale, resale, or other disposition of Subscription Services and any related technology or documentation are subject to various economic sanctions, export control laws, and other restrictive trade measures administered by the U.S. and other applicable governments. Because these laws may have extraterritorial effect, Customer will comply with all such measures where applicable, including, without limitation: (a) the Export Administration Act of 1979, as amended (50 U.S.C. §§ 2401–2420) and the Export Administration Regulations, 15 C.F.R. §§ 730–774 ("EAR"); (b) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding International Traffic in Arms Regulations ("ITAR"); (c) the economic sanctions laws and regulations enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), 31 C.F.R. §§ 500, et seq., and the U.S. Department of State; and (d) the anti-boycott regulations, guidelines, and reporting requirements under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code. Customer understands and acknowledges that it is solely responsible for complying with such laws whenever applicable. Customer further understands and acknowledges that it will not directly or indirectly export, import, sell, disclose, or otherwise transfer any Subscription Services to any country or party subject to such restrictions, and that it is solely responsible for obtaining any license(s) to export, re-export, or import the Subscription Services that may be required.
- 8.3. **Anti-Money Laundering.** Customer represents and warrants that all payments will be made by its legal entity as identified in the Quote or this Agreement (or by its Affiliates) entering into this Agreement and that Customer will not misrepresent or attempt to conceal the identity of the party paying or any recipient(s) of the Subscription Services.
- 8.4. **Background Checks.** In accordance with KnowBe4's background check policy for its U.S. entity, and to the extent allowed by applicable laws, KnowBe4 has not knowingly employed any persons who, in the past seven (7) years, have been convicted of an offense involving violence, theft, fraud, money laundering, sex crimes, or other offenses that pose an unacceptable level of risk, given the scope of the applicable employment position and KnowBe4's business needs.

## 9. Warranties and Disclaimers.

- 9.1. **Subscription Service Warranties.** The Subscription Services will materially conform to the then-current applicable Documentation, and during the applicable Subscription Term, KnowBe4 will not materially decrease the overall functionality of the Subscription Services. Customer must promptly notify KnowBe4 of any breach of this warranty. Customer's sole and exclusive remedy, and KnowBe4's sole and exclusive liability, for a breach of the foregoing warranty will be for KnowBe4 to provide Support Services to repair or replace the relevant Subscription Service within thirty (30) days of such notice of non-conformity. If KnowBe4 is unable to remedy such non-conformity within such period to cure, Customer will be entitled to terminate the relevant Quote and will be issued a refund for any pre-paid Subscription Services fees for the unusable portion of the Subscription Services from the date of KnowBe4's receipt of adequate notice of an actual non-conformity. KnowBe4 will not be responsible for any breach of the foregoing warranty resulting from Customer's abuse or misuse of the Subscription Services or failure to use the Subscription Services as described in this Agreement, including failure to use the Subscription Services in accordance with its operational requirements described in the Documentation, and provided that Customer will not be entitled to any refund or relief of payment obligations if Customer is also in breach of the Agreement at the time of such termination. Customer is required to sufficiently detail the non-conformity in a manner that allows KnowBe4 to properly assist with the remediation. KnowBe4 will not be responsible for delays in remediation caused by Customer's failure to respond to requests by KnowBe4. Customer understands that the Subscription Services will only operate in accordance with KnowBe4's Documentation, and it is Customer's responsibility to ensure that the Subscription Services will be fit for its purposes and to ensure that the Subscription Services will be supported by Customer's technology and business environment.
- 9.2. **Professional Service Warranties.** KnowBe4 warrants that KnowBe4 will provide the Professional Services in a professional, workmanlike manner consistent with this Agreement. Customer must notify KnowBe4 of any breach of this warranty within thirty (30) days of discovery of the breach. Customer's sole and exclusive remedy, and KnowBe4's sole and exclusive liability, for a breach of the foregoing warranty will be for KnowBe4, in its sole discretion, either to use reasonable efforts to re-perform the Professional Services or to terminate the relevant Quote or SOW and issue a refund for the portion of pre-paid Professional Services fees for the non-conforming Services.
- 9.3. **Compliance Warranties.** Each party warrants that it will comply with all laws and regulations applicable to its provision or use of the Subscription Services.
- 9.4. **Disclaimers.** EXCEPT FOR THE LIMITED WARRANTIES IN THIS SECTION: (A) THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND; AND (B) KNOWBE4 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. KNOWBE4 DOES NOT WARRANT THAT THE OPERATION OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SUBSCRIPTION SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, MARKETING, OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY KNOWBE4 OR KNOWBE4'S AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT TRAINING CONTENT IS FOR GENERAL INFORMATION PURPOSES ONLY AND THAT KNOWBE4 IS NOT A LAW FIRM, NOR DOES IT PROVIDE ANY PROFESSIONAL OR ADVISORY SERVICES. THE INFORMATION PRESENTED IS NOT LEGAL ADVICE AND IS NOT TO BE ACTED ON AS SUCH. THE SUBSCRIPTION SERVICES MAY CONTAIN THE TRADE NAMES OR TRADEMARKS OF VARIOUS THIRD PARTIES AND, IF SO, ANY SUCH USE IS FOR ILLUSTRATIVE AND EDUCATIONAL PURPOSES ONLY. ALL SUBSCRIPTION SERVICES AND COMPANY NAMES ARE PROPERTY OF THEIR RESPECTIVE OWNERS. USE OR DISPLAY OF THE TRADEMARKS DOES NOT IMPLY ANY AFFILIATION WITH, ENDORSEMENT BY, OR ASSOCIATION OF ANY KIND BETWEEN SUCH THIRD PARTIES AND KNOWBE4.
- 9.5. THE SUBSCRIPTION SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT KNOWBE4 AND ITS THIRD PARTY PROVIDERS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO, AND DAMAGE, CUSTOMER DATA, WEBSITES, COMPUTERS, OR NETWORKS. KNOWBE4 WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES. FURTHER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS ACTIONS USING FEATURES OR COMPONENTS OF THE SUBSCRIPTION SERVICES THAT INTEGRATE WITH CUSTOMER'S INFORMATION TECHNOLOGY SYSTEMS AND ACKNOWLEDGES THAT KNOWBE4 IS NOT RESPONSIBLE FOR: (I) CUSTOMER'S ACTIONS WITHIN ITS SYSTEMS USING SUCH FEATURES OR COMPONENTS; (II) FOR CUSTOMER'S BACKUPS OF ITS INFORMATION TECHNOLOGY SYSTEMS; AND/OR (III) CUSTOMER'S COMPLIANCE WITH APPLICABLE LAW.

## 10. Indemnification.

- 10.1. **KnowBe4 Indemnity Obligations.** KnowBe4 will defend and indemnify Customer from and against any claims filed against Customer arising from a third party that allege Customer's authorized use of the Subscription Services directly infringe that third party's valid U.S. patent, copyright, or trade secret rights. KnowBe4 agrees to pay any amounts finally awarded by a court of law or pursuant to a settlement in respect of such third party claim (including, but not limited to, reasonable attorneys' fees).
  - 10.1.1. **Standard Exclusions.** Notwithstanding the foregoing, KnowBe4 will have no obligation with respect to any claim of infringement to the extent it is based upon or arises out of Customer's (including its representatives): (a) use or combination of the Subscription Services with any third-party intellectual property not authorized by KnowBe4; (b) modification or alteration of the Subscription Services by Customer, or Customer's representatives, not authorized KnowBe4 or the Documentation; (c) use of the Subscription Services in excess of the permissible uses in the Agreement or the Documentation; (d) specifications or other intellectual property provided by Customer; or (e) failure to implement updates, modifications, or replacements issued by KnowBe4 to the Subscription Services (collectively, the "**Excluded Claims**").
  - 10.1.2. **Process.** The foregoing indemnification obligation of KnowBe4 is contingent upon Customer promptly notifying KnowBe4 in writing of such claim (provided the failure or delay in doing so will not relieve KnowBe4 from any obligations to

indemnify Customer except to the extent that such delay or failure materially prejudices the defense of such claim), permitting KnowBe4 sole authority to control the defense or settlement of such claim and providing KnowBe4 reasonable assistance (at KnowBe4's sole expense) in connection therewith.

**10.1.3. Remedies.** If a claim of infringement under this Section occurs, or if KnowBe4 determines a claim is likely to occur, KnowBe4 will have the right, in its sole discretion, to either: (a) procure for Customer the right or license to continue to use the Subscription Services free of the infringement claim; or (b) modify the Subscription Services to make them non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to KnowBe4, KnowBe4 may, in its sole discretion, immediately terminate this Agreement and related Quote and provide a prorated refund for any prepaid Subscription Services fees for the unusable portion of the Subscription Services for the remainder of the applicable Subscription Term. The provisions of this Section state the sole and exclusive obligations and liability of KnowBe4 and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Subscription Services or this Agreement, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

**10.2. Customer Indemnity Obligations.** Customer will defend and indemnify KnowBe4 from and against any third party claims as a result of any claim by a third party arising from: (a) Customer's use of the Subscription Services in breach of this Agreement; (b) KnowBe4's authorized use of the Customer Data; or (c) the Excluded Claims. Customer agrees to pay any amounts finally awarded by a court of law or pursuant to a settlement in respect of such third party claim (including, but not limited to, reasonable attorneys' fees). The foregoing indemnification obligation of Customer is contingent upon KnowBe4 promptly notifying Customer in writing of such claim (provided the failure or delay in doing so will not relieve Customer from any obligations to indemnify KnowBe4 except to the extent that such delay or failure materially prejudices the defense of such claim), permitting Customer sole authority to control the defense or settlement of such claim, provided that Customer may not settle any such claim unless it unconditionally releases KnowBe4 of all liability, and providing Customer reasonable assistance (at Customer's sole expense) in connection therewith.

## **11. Limitations of Liability.**

**11.1.** NEITHER KNOWBE4 NOR ITS THIRD PARTY PROVIDERS OR LICENSORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM, OR ARISING OUT OF, THIS AGREEMENT, THE SUBSCRIPTION SERVICES, ANY PROFESSIONAL SERVICES, OR ANY SUPPORT SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF KNOWBE4 AND ITS THIRD PARTY PROVIDERS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SUBSCRIPTION SERVICES, ANY PROFESSIONAL SERVICES, AND ANY SUPPORT SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CUSTOMER FOR THE SUBSCRIPTION SERVICES, ANY PROFESSIONAL SERVICES, AND ANY SUPPORT SERVICES AS TO WHICH THE LIABILITY RELATES, IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY. Both parties specifically acknowledge that the limitations of liability and the exclusion of certain losses or damages stated in this Section represent the agreed, bargained-for understanding of the parties and are reflected in the applicable Subscription Services fees. The limitation of liability and types of losses or damages stated in this Agreement are intended by the parties to apply, regardless of the form of lawsuit or claim a party may bring, whether in tort, contract, or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

## **12. Miscellaneous Provisions.**

**12.1. Freedom of Information; Government Public Disclosure Requests.** The purpose of the relationship between KnowBe4 and Customer is for Customer to purchase a subscription to the Subscription Services that contain software, content, and information related to internet security awareness training, IT risk management, regulatory compliance, simulation of security attacks, vulnerability assessments, and other subscription service and service offerings. The Subscription Services, and any Confidential Information disclosed, are proprietary to KnowBe4 and are an important business asset of KnowBe4 (the "**Proprietary Information**"). The Proprietary Information consists of protected financial data, trade secrets, and commercially valuable information that, if disclosed, would harm the competitive position of KnowBe4. In the event of a statutory public disclosure request for release of KnowBe4's Proprietary Information, Customer will ensure that its response to such request will be limited to the minimum necessary, based upon the opinion of counsel. Customer will promptly, but no later than five (5) business days after receiving such request, forward the request to KnowBe4. Customer will not release any Proprietary Information except pursuant to written instructions by KnowBe4 or a final un-appealable court order.

**12.2. U.S. Government Procurement.** This Section shall only apply to U.S. government customers. The Subscription Services are made commercially available and are deemed to be commercial items, commercial computer software, commercial computer software documentation, and/or commercially available technical data pursuant to the applicable sections of the DFAR and the FAR. If acquired by, or on behalf of, the Department of Defense or any component thereof, the U.S. Government acquires the Subscription Services pursuant to DFAR 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation and DFAR 252.227-7015, Technical Data – Commercial Items, subject to the terms of this Agreement. If acquired by or on behalf of any civilian agency, the U.S. Government acquires the Subscription Services pursuant to FAR 12.212, Software and/or commercially available technical data as defined in FAR 12.211, Technical Data, and such acquisition is subject to this Agreement, as required by FAR 52.227-19, Commercial Computer Licensed Software - Restricted Rights. Customer acknowledges that KnowBe4's Subscription Services and intellectual property are and were developed solely by KnowBe4 and its third party providers, and each of their respective licensees, successors, and assigns, at KnowBe4's expense for KnowBe4's commercial use. The use of KnowBe4's Subscription Services and intellectual property by the U.S. government is governed solely by, and in accordance with, this Agreement.

**12.3. Insurance.** KnowBe4 will maintain adequate insurance coverages as required by law or regulation, with an insurance carrier or carriers having an A.M. Best rating of A- or better, or an equivalent rating by another rating agency in the following minimum amounts: (a) Comprehensive General Liability – not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate; (b) Errors and Omissions (including Cyber & Privacy) – not less than \$5,000,000 in the aggregate; and (c) Workers Compensation Coverage

– as required by applicable law. Upon Customer's written request, KnowBe4 will furnish a Certificate of Insurance evidencing its insurance coverage to Customer.

**12.4. *Independent Contractor.*** KnowBe4, its personnel, agents, subcontractors, and independent contractors are not employees or agents of Customer and are acting as independent contractors with respect to Customer. Neither party is, nor will be, considered to be an agent; distributor; partner; joint venture; or representative of the other party for any purpose, and neither party will have the authority to act on behalf of, or in the name of, or to bind, the other party in any manner whatsoever.

**12.5. *Force Majeure.*** Neither party to this Agreement will be liable for delays or failures in performance under this Agreement (other than for payment obligations or breach of confidentiality requirements) resulting from acts or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, natural disasters (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), embargos, riots, sabotage, governmental acts, failure of the Internet, power failures, energy interruptions or shortages, other utility interruptions, or telecommunications interruptions, provided that the delayed party: (a) gives the other party notice of such cause without undue delay; and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**12.6. *Governing Law; Venue.*** The following provisions include the law that will apply in the event of any dispute or lawsuit arising out of or in connection with this Agreement and the courts that have jurisdiction over any such dispute or lawsuit. The accompanying terms depend on where the Customer is domiciled in accordance with the following table. All proceedings are to be conducted in English.

If the Customer is domiciled in:	Without giving effect to any choice or conflict of law provisions, rules, or principles, the governing law is the laws of:	Courts with exclusive jurisdiction are:	Additional terms included are:
A country in North America, Central America, South America or Caribbean, other than Brazil. If Customer is domiciled in Russia, or a geographic region that does not fall into one of the designations described in this table, then Customer will fall into this category.	California and controlling United States federal law	Plumas County, U.S.	Notwithstanding the foregoing, the parties will have the right to seek injunctive or pre-judgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement or unauthorized disclosure of its Confidential Information or intellectual property rights. No Federal Acquisition Regulations will be construed to apply to KnowBe4 without KnowBe4's written agreement thereto. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. THE PARTIES HERETO WILL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.
A country in EMEA (Middle East, Europe and Africa) other than United Kingdom, South Africa, Germany, Austria and/or Switzerland	The Netherlands	Amsterdam	
Germany, Austria or Switzerland	Federal Republic of Germany	Berlin	The UN Convention on Contracts for the International Sale of Goods (UNCITRAL) will not apply.
United Kingdom	England and Wales	London	
Australia, New Zealand, or Oceania	Victoria, Australia	Victoria, Australia	
Japan	Japan	Tokyo District Court	
Brazil	Federative Republic of Brazil	São Paulo, State of São Paulo, Brazil	The parties agree that any subpoena or notice relating to the proceeding will be made by registered correspondence.
South Africa	England and Wales	London	
A country in the Asia-Pacific region, other than Japan, Australia, New Zealand or Oceania	Singapore	Singapore	

**12.7. *Entire Agreement; Construction; Modifications; Severability; Survivability.*** This Agreement, including any and all Quotes and the exhibits attached hereto, constitutes the entire understanding between the parties related to this Agreement which understanding supersedes and merges all prior understandings and all other proposals, letters, agreements, whether oral or written. The parties further agree that there are no other inducements, warranties, representations, or agreements regarding the matters herein between the parties except as expressly set forth in this Agreement. In the event of any conflict between the body of this Agreement and any Quote, or additional agreements entered into by the parties, the body of this Agreement will control, unless otherwise expressly stated in a signed writing by authorized representatives of the parties. In the event that the Customer or Users are presented with KnowBe4 click-wrap, the contents of this Agreement will supersede any conflicting terms. As used herein, the term "including" will mean "including, without limitation"; the term "includes" as used herein will mean "includes, without limitation"; and terms appearing in the singular will include the plural, and terms appearing in the plural will include the singular. This Agreement may not be modified, amended, or altered in any manner except by a written agreement signed by authorized representatives of the parties, and any attempt at oral modification will be void and of no effect. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in full force and effect. All provisions of this Agreement relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, payment, and any other provisions which must survive in order to give effect to their meaning will survive the termination of this Agreement. KNOWBE4 SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A CUSTOMER-PROVIDED PURCHASE ORDER OR SIMILAR DOCUMENT. IF A PURCHASE ORDER IS REQUIRED BY CUSTOMER, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN WILL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND, SPECIFICALLY, THAT THE TERMS OF THIS AGREEMENT WILL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER.

**12.8. *Headings; Counterparts; Electronic Signatures.*** The headings contained in this Agreement are for purposes of convenience, only, and will not affect the meaning or interpretation of this Agreement. This Agreement may be executed in two or more original or facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) will be deemed: (a) to be "written" or "in writing"; (b) to have been signed; and (c) to constitute a

record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent via the internet as a ".pdf" (portable document format) or other replicating image attached to an email message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

**12.9. Assignment.** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement, in whole but not in part, without the other party's permission, to an Affiliate (provided previously purchased licenses, access rights, and Seats for the Subscription Services will not be assignable or transferable without written consent from KnowBe4) or in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction, provided, that the assignee: (a) is not a direct competitor of the non-assigning party; (b) is capable of fully performing the obligations under this Agreement; and (c) agrees to be bound by the provisions of this Agreement.

**12.10. No Waiver.** No failure or delay in exercising any right under this Agreement shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

**12.11. Notices.** Any notice provided pursuant to this Agreement will be in writing and will be deemed given: (a) if by hand delivery or by delivery service, upon receipt thereof; (b) if delivered by first class mail, registered mail, or certified mail, upon the earlier of actual delivery or three (3) calendar days after deposit in the mail, postage prepaid; or (c) if by email, upon the next business day. All notices will be addressed to the parties at the addresses specified below or at such other addresses as either party may in the future designate as a notice address in writing to the other party.

**13. Country Specific Provisions.** *The following provisions are specific only to the local law requirements for the country indicated:*

**13.1. Local Law Requirements for Japan.** If Customer is domiciled in Japan, then Customer represents and warrants that it, and its officers, directors, and material shareholders, are not: (a) Anti-Social Forces (defined below), and have not been for at least the last five years; and (b) involved with Anti-Social Forces, including, without limitation, involvement by management, utilization, or provision of funding or favors. KnowBe4 may immediately terminate this Agreement for cause in the event of a breach of any of these representations and warranties. For the purposes of this section "**Anti-Social Forces**" means, collectively, an organized crime group (bouyoyokudan) or a member or affiliate thereof, a corporate racketeer (soukaiya), a rogue person or group advocating a social or political movement, or any other anti-social forces.

**13.2. Local Law Requirements for Germany.** With respect to Customers to which German law applies, Section 11 "**Limitations of Liability**" of this Agreement is replaced with the following:

**"11. Limitations of Liability for Customers Domiciled in Germany.**

**11.1 Unlimited Liability.** The parties shall be mutually liable without limitation: (a) in the event of willful misconduct or gross negligence; (b) within the scope of a guarantee taken over by the respective party; (c) in the event that a defect is maliciously concealed; (d) in case of an injury to life, body, or health; or (e) according to the German Product Liability Law.

**11.2 Material Obligations.** In the event of a slightly negligent breach of such essential contractual obligations, the fulfilment of which is essential for the proper performance of the Agreement, the breach of which endangers the achievement of the purpose of the Agreement and on the observance of which the recipient of the service regularly relies (so-called material obligations/Kardinalspflichten), the liability of either party shall be limited in amount to the damage which is foreseeable and typical according to the nature of the transaction in question. Further liability of either party does not exist.

**11.3** Unless the parties are liable in accordance with either section 11.1 or 11.2, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer's and its Affiliates' payment obligations.

**11.4** Unless the parties are liable in accordance with section 11.1, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party's damages against the respective other party's employees, agents, or bodies.

**11.5** Any rights arising out of or in connection with this Agreement shall expire twenty-four (24) months after the beginning of the statutory limitation period. The statutory limitation rules for intentional and grossly negligent acts, for claims due to intentional or negligent injury to life, body, or health, for fraudulent misrepresentation, and for claims under the Product Liability Act as well as sec. 548 of the German Civil Code shall remain unaffected."

**KNOWBE4**

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Address for Notices:**

33 N. Garden Ave., Suite 1200

**CUSTOMER**

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Address for Notices:**

\_\_\_\_\_

**E-mail:** Clearwater, Florida 33755 USA  
**Phone:** legal@knowbe4.com  
**Attention:** (855) 566-9234  
**Attention:** Legal Department

**E-mail:**  
**Phone:**  
**Attention:**

APPROVED AS TO CONTENT:

Kevin Goss, Board of Supervisors  
Title: Chair  
Date:

ATTEST:

Heidi White  
Title: Board Clerk

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

6/8/2022

## **EXHIBIT A - SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("SLA") is for the provisioning of Support Services required to support and sustain the Subscription Services under the Agreement to which this SLA is attached. This SLA is valid for the Subscription Term specified in the applicable Quote. Termination of the Agreement and/or a Quote will result in termination of this SLA.

**Support Parameters.** KnowBe4's support parameters, including its support hours, may be found at <https://www.knowbe4.com/hubfs/KnowBe4-Support-Document.pdf?l=1518625292505>, or such other URL as KnowBe4 may provide from time to time. To make a request for Support Services, Customer may submit a ticket at <https://support.knowbe4.com/hc/en-us/requests/new>, or such other URL as KnowBe4 may provide from time to time.

**Availability & Uptime.** KnowBe4 agrees to: (a) make the Subscription Services available to Customer pursuant to the Agreement and the applicable Quote; (b) provide Support Services for the Subscription Services to Customer at no additional charge, and/or upgraded support if purchased; and (c) use commercially reasonable efforts to make the online Subscription Services available 99.9% of the time to be measured annually, excluding any planned downtime, maintenance windows, or any unavailability caused by circumstances beyond KnowBe4's reasonable control, such as a force majeure event in accordance with the Agreement. If Customer would like to receive status updates on the availability of KnowBe4's Subscription Services, Customer may subscribe to receive updates at <https://status.knowbe4.com>, or such other URL as KnowBe4 may provide from time to time.

**Maintenance Windows.** Maintenance windows for other Subscription Services not specified below may be found on the KnowBe4 Documentation page, as defined in the Agreement.

- **KMSAT** maintenance windows may be found at <https://support.knowbe4.com/hc/en-us/articles/360024057834-KnowBe4-Security-Awareness-Training-KMSAT-Site-Maintenance>, or such other URL as KnowBe4 may provide from time to time.
- **KCM GRC** maintenance windows may be found at <https://support.knowbe4.com/hc/en-us/articles/360025164193-KCM-GRC-Platform-Maintenance-Window>, or such other URL as KnowBe4 may provide from time to time.
- **PhishER** maintenance windows may be found at <https://support.knowbe4.com/hc/en-us/articles/360025164473-PhishER-Platform-Site-Maintenance>, or such other URL as KnowBe4 may provide from time to time.

**Customer Requirements.** Customer responsibilities and/or requirements in support of this SLA include: (a) Customer's compliance with the Agreement and the applicable Quote; (b) reasonable availability of Customer's admin and/or technical representative(s) when resolving a service-related incident or request; and (c) providing proper notice of KnowBe4's non-compliance with any Subscription Service or Professional Service warranty in accordance with the Agreement and sufficiently detailing the non-compliance in a manner that enables KnowBe4 to properly assist with the remediation. KnowBe4 will not be responsible for delays in remediation caused by Customer's failure to respond to requests by KnowBe4. Customer understands that the Subscription Services will only operate in accordance with KnowBe4's Documentation, as defined in the Agreement, and it is Customer's responsibility to ensure that the Subscription Services will be fit for its purposes and to ensure that the Subscription Services will be supported by Customer's technology and business environment. Customer understands that KnowBe4's Subscription Services are non-mission critical to Customer's business.

**Response Times.** In support of services outlined in this SLA, KnowBe4 will respond to service-related incidents and/or requests submitted by Customer within the following time frames:

- Within 2 business days for issues classified as **High Priority**. "**High Priority**" means complete failure of the Web Hosted Services or the complete unavailability of core functionality such as training and phishing services for KMSAT.
- Within 3 business days for issues classified as **Medium Priority**. "**Medium Priority**" means impacted operations, core operations such as user and admin login operational but functionality impaired or requiring workarounds to achieve documented operation.
- Within 5 business days for issues classified as **Low Priority**. "**Low Priority**" means inconvenience due to operations not performing as defined or at a degraded speed.

### ***KMSAT Support Tiers:***

- **Core Support will assist with:**
  - Password resets
  - Phishing and Training Campaign creation
  - Explaining overall navigation of the KMSAT Subscription Services
  - Providing KnowBe4's recommended best practices
  - Issues accessing the training console
  - Whitelisting for delivery of emails from our servers
  - Issues related to accessing/completion of training modules
  - Resolving phishing/training result discrepancies
  - SAML Single Sign-On support and troubleshooting
  - Phish Alert Button installation
  - Active Directory Integration support
  - Channel partner support, as applicable
- **Advanced Support will be available for the escalation of advanced support requests related to issues occurring within the KMSAT Subscription Services.**

**CSM Support.** Customer will be assigned a designated customer service manager ("CSM") to assist the Customer's administrator(s) with onboarding and training on how to use the Subscription Services.

**Channel Partners.** In the event Customer purchases through a KnowBe4 authorized Channel Partner, such Channel Partner may have its own SLA associated with the purchase. Customer acknowledges that KnowBe4 is not responsible, nor is KnowBe4 liable, for ensuring compliance with such Channel Partner SLA.

## **EXHIBIT B - INFORMATION SECURITY REQUIREMENTS**

- 1. Security.** KnowBe4 will maintain its information technology environment and Customer Confidential Information secure from unauthorized access by using commercially reasonable efforts and industry standard organizational, physical and technical safeguards, and refrain from implementing changes that materially lower the level of security protection provided as of the Effective Date of the Agreement. KnowBe4 will comply with the minimum security standards set forth in this Exhibit and provide prior notice to Customer of any significant changes to KnowBe4's information security policy that would materially lessen the security posture of its information technology environment. KnowBe4 will conduct a SOC-2 Type 2 or such similar or successor audit on an annual basis. Upon request, KnowBe4 will provide Customer with a copy of such audit report and promptly remediate and/or mitigate any non-conformance findings in line with KnowBe4's existing vulnerability remediation process. Such audit report will be considered Confidential Information of KnowBe4.
- 2. Audit Rights.** Not more than once per calendar year during the Term of the Agreement and with at least thirty (30) days' prior written notice by Customer to KnowBe4, Customer may, at Customer's sole expense, audit KnowBe4 to verify compliance with the terms and conditions of this Exhibit. Such audit will be: (i) Completed within two (2) weeks; (ii) Performed during KnowBe4's regular business hours in a manner that, in KnowBe4's reasonable judgment, does not disrupt or degrade KnowBe4's regular business operations and is done in accordance with KnowBe4's security and data protection policies; (iii) Limited to KnowBe4's facilities and personnel of KnowBe4 in scope of this Agreement; and (iv) Conducted by either Customer's personnel or, with KnowBe4's approval, by an independent third party mutually agreed to by the parties. Customer may create an audit report summarizing the findings and observations of the audit ("**Audit Report**"). Audit Reports are deemed to be Confidential Information of KnowBe4 and the Customer will not disclose the Audit Reports to third parties except to Customer's legal counsel and consultants bound by obligations of confidentiality using at least the same degree of care Customer employs in maintaining in confidence its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care. Customer will disclose the results of its audit to KnowBe4 within one week after its completion. KnowBe4 will promptly respond to audit findings and, at KnowBe4's expense, discuss the findings with Customer, and if applicable, remediate and/or mitigate any critical or high-risk findings.
- 3. Technical Security Controls.** With respect to KnowBe4 infrastructure that processes, stores, or transmits Customer Confidential Information, KnowBe4 will use the following technical security controls where applicable (and keep them current by incorporating and using all updates commercially available):
  - a. *Network Protection*
    - (i) Network based firewalls or equivalent
    - (ii) Network intrusion detection/protection systems
  - b. *Client Protection*
    - (i) Malware and malicious code protection are applied to all applicable workstations. No workstations are permitted to store or process customer data
    - (ii) Host-based firewall/intrusion prevention software that blocks activity not directly related to or useful for business purposes
  - c. *System and Software Protection*
    - (i) All system and applications must utilize secure authentication and authorization mechanisms
    - (ii) All KnowBe4-developed applications must be designed and implemented using secure coding standards and design principles (e.g., OWASP)
    - (iii) Operating systems must be hardened appropriately according to industry standard practices
    - (iv) Systems must be inspected for known vulnerabilities and all identified known vulnerabilities must be patched as soon as reasonably possible
  - d. *Encryption*
    - (i) KnowBe4 will review and update encryption configurations on all systems that utilize encryption. KnowBe4 will utilize only modern industry accepted encryption algorithms, ciphers, modes and key sizes
- e. *Customer Confidential Information Protection*
  - (i) Customer Confidential Information Access: KnowBe4 will ensure that only authorized individuals (based on role) will, on behalf of KnowBe4, have access to Customer Confidential Information
  - (ii) Customer Confidential Information Storage: KnowBe4 will not process or transfer Confidential Information such to any portable storage medium, unless the storage medium is fully encrypted in accordance with encryption requirements set forth in this Exhibit
  - (iii) Customer Confidential Information Transmission: All transmission or exchange of Customer Confidential Information by Company will use secure protocol standards in accordance with encryption requirements set forth in this Exhibit

- 4. Incidents.** If KnowBe4 becomes aware of any unauthorized access to the Customer Confidential Information on systems owned, managed, or subcontracted by KnowBe4, KnowBe4 will, without undue delay, notify Customer; consult and reasonably cooperate with investigations and potentially required notices; and provide any information reasonably requested by Customer. In the event of a breach or any unauthorized disclosure of Customer Confidential Information, at no additional cost to Customer, KnowBe4 will reasonably cooperate with Customer in investigating the incident including, but not limited to, the provision of system, application, and access logs, conducting forensics reviews of relevant systems, imaging relevant media, and making personnel available for interview. On notice of any actual breach, KnowBe4 will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the breach in accordance with industry standard practices.
- 5. Training.** KnowBe4 will periodically provide its representatives that manage, or have access to, Customer Confidential Information, including Personal Data, with privacy and security awareness training.



## 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: June 21st, 2022  
TO: Honorable Board of Supervisors  
FROM: Greg Ellingson, Director of Information Technology  
  
SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF JUNE 21st, 2022 RE:  
APPROVAL OF PAYMENT FOR EMAIL ARCHIVAL HARDWARE 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.

<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
TANGENT computer	Email archival hardware	\$ 8,794.50

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

Invoice SI109007  
 Date 10/18/2021  
 Page: 1  
 Req Ship Date 10/26/2021  
 Master No. 1,060,336

**Tangent**  
 Computer  
 P.O.Box 1902  
 Fremont, CA 94538

Bill To:  
 Plumas County  
 520 West Main Street, Room 211  
 Quincy CA 95971

Ship To:  
 Plumas County  
 520 West Main Street, Room 211  
 Quincy CA 95971

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms
G-21-1012-A	PLCO004	MICHAELW	UPSGROUND	NET30
Ordered	Shipped	Item Number	Description	
1	1	DATACOVE GT3	DataCove - Email Archiving Appliance	
1	1	DCGT3 T2	Datacove T2 - E-Mail Archiving Appliance	
1	1	DATACOVE GT-PLW	DataCove GT Standard Parts & Labor Warr	
1	1	DCGT3 T2-U/3	DataCove T2 - Active Updates 3Years	
1	1	DATACOVE-SHGD	DataCove - Ground Shipping	

Subtotal	\$8,200.00
Tax	\$594.50
Freight	\$0.00
Total	\$8,794.50

**BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director *(T.F.)*

**MEETING DATE:** June 21, 2022

**SUBJECT:** Hinman and Associates Consulting, Inc. FY 2022-2023 Professional Services Agreement

**CONSENT ITEM:** Approve and authorize Chair to sign professional Services Agreement, not to exceed \$25,000, by and between Plumas County and Hinman and Associates Consulting, Inc. for FY 2022-2023; approved as to form by County Counsel

**BACKGROUND/DISCUSSION:**

The professional Services Agreement (Attachment 1) with Hinman and Associates Consulting, Inc. (Uma Hinman) for FY 2021-2022 (July 1, 2022 through June 30, 2023), not to exceed \$25,000, is to provide support services to Plumas County in assisting with the implementation of the Upper Feather River Integrated Regional Water Management (UFR IRWM) Program and the Sierra Valley Subbasin Groundwater Sustainability Plan (GSP).

- Exhibit A to the Services Agreement outlines the Scope of Work and services that can be provided.
- Exhibit B to the Services Agreement provides the Fee Schedule.

**ATTACHMENT:**

1. FY 2022-2023 Hinman and Associates Consulting, Inc. Services Agreement; approved as to form by County Counsel

## **Services Agreement**

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Hinman & Associates Consulting, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B (Fee Schedule), attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Five Thousand dollars (\$25,000).
3. **Term.** The term of this agreement shall be from July 1, 2022 through June 30, 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 except for services already provided but not yet paid 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 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

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

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

- 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.

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

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

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:

Planning Department  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Tracey Ferguson, AICP, Planning Director  
[traceyferguson@countyofplumas.com](mailto:traceyferguson@countyofplumas.com)  
530-283-6214

Contractor:

Hinman & Associates Consulting, Inc.  
P.O. Box 1251  
Cedar Ridge, CA 95924  
Attention: Uma Hinman, CEO/President  
[uhinman@comcast.net](mailto:uhinman@comcast.net)  
916-813-0818

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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

24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

25. 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:**

Hinman & Associates Consulting, Inc., a  
California Corporation

By: \_\_\_\_\_  
Name: Uma Hinman  
Title: CEO/CFO  
Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_  
Kevin Goss  
Chair, Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Heidi White  
Clerk of the Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:



6/6/2022  
Joshua Brechtel  
Deputy County Counsel I

## **EXHIBIT A**

### **Scope of Work**

Provide services in assisting Plumas County with support services to the Upper Feather River Integrated Regional Water Management (UFR IRWM) Program and the Sierra Valley Subbasin Groundwater Sustainability Plan (GSP). Hinman and Associates Consulting, Inc. staff will assist with implementation of the UFR IRWM Program and GSP as needed.

Services that can be provided include:

- Tracking emails and policy documents;
- Assist with project development and grant application(s) efforts, upon request;
- Lead for the Regional Water Management Group (RWMG) meeting(s) logistics, agendas, and meeting facilitation;
- Maintain and update the UFR IRWM website (featheriver.org);
- Manage communication to the RWMG and stakeholders;
- Research, identify, and distribute funding opportunities to region's stakeholders;
- Participate in Mountain Counties Funding Area coordination and project development efforts;
- Participate in Plumas Watershed Forum meetings and activities, as directed;
- Participate in IRWM Roundtable of Regions coordination and advocacy efforts;
- Assist with Sierra Valley Subbasin GSP implementation, as directed;
- Other water use, water quality, groundwater management, water conservation, and water planning support services, as assigned;
- Project contract management; and
- Organizational strategizing and financial planning.

**EXHIBIT B**

**Fee Schedule**

Compensation shall not exceed \$25,000 for work under this contract.

Contractor shall submit an invoice to County for each calendar month in which services are provided.

**Hourly Rates:**

Principal Planner	\$90.00/hour
Planner/Analyst	\$78.00/hour
Administrative Support	\$40.00/hour

**Sub-Consultants:**

Hinman and Associates Consulting, Inc. charges a 5% administrative fee on all sub-consultant labor.



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:** June 8, 2022

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns *P*

**RE:** Agenda Items for the meeting of June 21, 2022

**It is recommended that the Board:**

Approve and sign amendment to contract #PCSO00009 between the Plumas County Sheriff's Office (PCSO) Chester Auto Body & Glass, Inc increasing the amount to \$20,000.

**Background and Discussion:**

The term of this contract is 09/15/2021-09/14/2022. The purpose of this contract is for vehicle repair and paint, Expenses have been more than anticipated.

Agreement has been approved as to form by County Counsel.

**PCSO00009**

**SECOND AMENDMENT TO AGREEMENT**

**BY AND BETWEEN**

**PLUMAS COUNTY AND CHESTER AUTO BODY & GLASS, INC**

This Second Amendment to Agreement ("Amendment") is made on \_\_\_\_\_, 2022 between the COUNTY OF PLUMAS, a political subdivision of the State of California ("COUNTY"), and Chester Auto Body & Glass, Inc., a California corporation ("CONTRACTOR"), who agree as follows:

1. **Recitals:** This Second Amendment is made with reference to the following facts and objectives:
  - a. COUNTY and CONTRACTOR have entered into a written Services Agreement dated September 15, 2021, (the "Agreement"), in which Chester Auto Body & Glass, Inc. agreed to provide body work and paint on SO vehicles, supplies, and services to Plumas County.
  - b. Because the Plumas County Sheriff's Office requires a greater amount of services from Chester Auto & Glass, Inc. than originally anticipated, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Section 2 is amended in part to read as follows:
    2. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and 00/100 (\$20,000.00).

[Continued on following page]

3. **Effectiveness of Agreement:** Except as set forth in the First Amendment and this Second Amendment of Agreement, all provisions of the Agreement dated September 15, 2021, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

Chester Auto & Glass, Inc. a California corporation

By: \_\_\_\_\_  
Name: Sean Langrehr  
Title: COE/President  
Date:

By: \_\_\_\_\_  
Name: Elise Langrehr  
Title: Secretary  
Date:

**COUNTY:**

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

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

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

Attest:

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk of the Board

Approved as to form:



6/6/2022  
Joshua Brechtel  
Deputy County Counsel I

Plumas County has a favorable spatial arrangement of homes due to the limited amount of sprawling wildland urban intermix, resulting in a series of Cluster Communities, making it feasible to create and identify Community Encompassing Fire Lines - an integral component to the Plumas County Standard Strategic WUI - A plan that immediately increases our community's wildfire resiliency, and at the same time creates infrastructure supporting the reintroduction of frequent landscape scale prescribed fire - capable of preventing catastrophic wild fire. The intent is to protect communities first and simultaneously work towards solving the forest health crisis.

**Standard Strategic WUI** – Three tiered WUI designation - segments the WUI to a defined and manageable size suitable for private land owners and Cal Fire, while maintaining a robust WUI for Categorical Exemptions and grant funding opportunities. The title of each segment (Primary, Secondary and Tertiary) alludes to the prioritization of efforts.

Plan Prioritization- 1) **Fire Lines** / constructing and identifying (Fuel breaks) around Plumas County communities.

2) **Fuels Reduction** / prescribed fire in and around our communities. 3) **Restoration** / reintroducing frequent fires in between Plumas County towns and communities. Inter-Community - the greater landscape between our communities.

- **Community Encompassing Fire Line** - Cluster communities, will need encompassing fire line (fuel breaks) that follow the contour of the land for fire line suitability rather than along property boundaries. Some preexisting fuel breaks that fit this description already exist around communities in the appropriate distance for small scale private land owner management (Example of preexisting fuel breaks: roads, railroads, powerlines, dozer lines, etc.) they need to be identified and where they are nonexistent will need to be constructed.

Benefits- 1) Provides Immediate pre-wildfire suppression infrastructure, protection. 2) Reduces risk for prescribing fire within the WUI. 3) Community cohesion: “we are in this together” 4) Separates communities from the greater landscape fuel continuum, allowing for landscape scale inter-community prescribed fire.

- **Primary WUI**- This is where the actual WUI begins, and is defined by the area within the Community Encompassing Fire Line. The size of the Primary WUI fluctuates depending upon the topography, and preexisting Community Encompassing Fire Line. The Primary WUI mostly consists of private land, but will also have portions of public land.

Benefits- 1) Smaller “tighter” WUI designation allowing private land owners (PUC, Cal Fire, etc.) the ability to frequently prescribe fire with less risk. 2) Special designation of the Primary WUI would receive VIP grant funding to maintain sparse fuel accumulation. 3) Well defined Primary WUI confirmed with GPS and mapped with GIS.

- **Secondary WUI**- Defined as the portion outside of the Primary WUI, one step further away from our communities. The Secondary WUI is the portion of land beyond community encompassing fire line, and the edge of the greater landscape. Mostly Public land but will also have some private lands. The size can be 1-mile GIS buffer from the Primary WUI

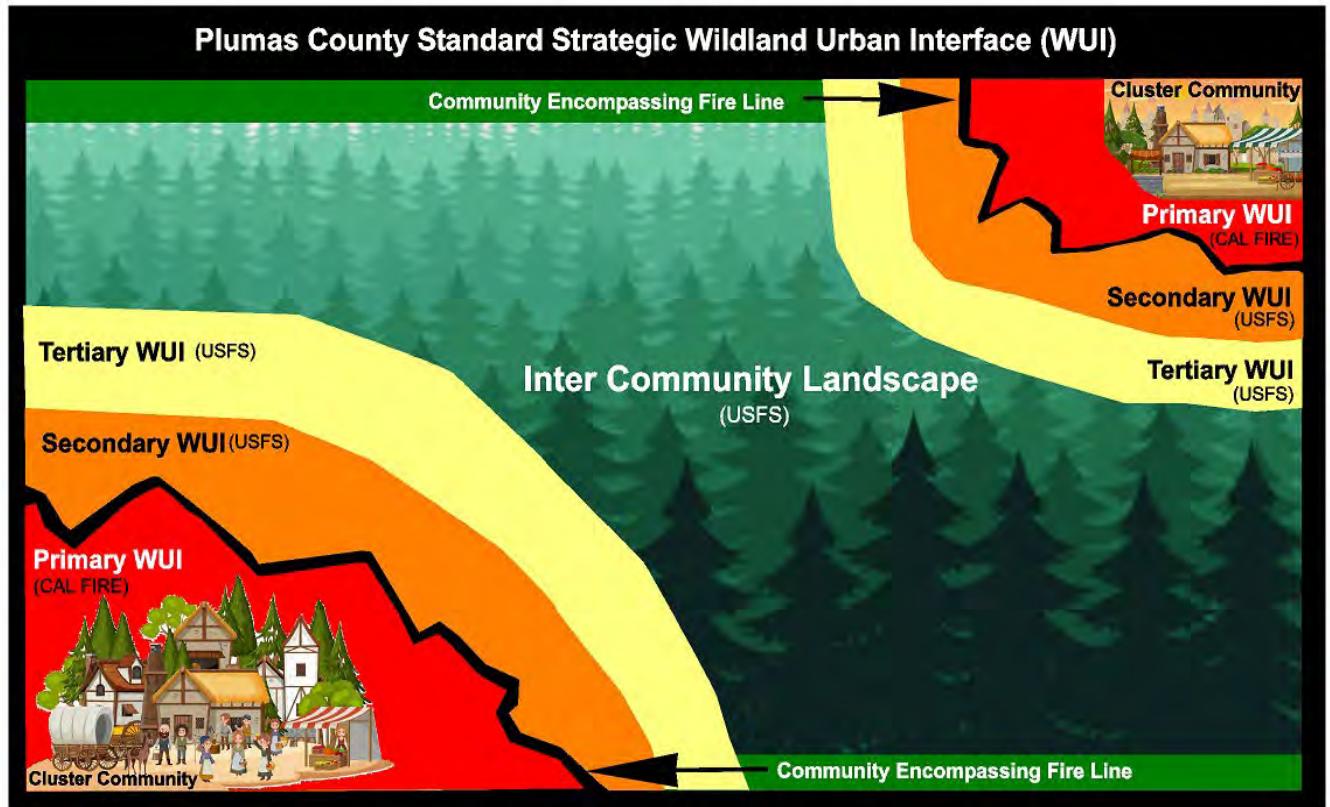
Benefits- 1) Prioritizes program of work around the community encompassing fire line reinforcing pre-suppression efforts to protect communities. 2) Preparing for Inter-Community landscape - scale reintroduction of fire.

- **Tertiary WUI**- Extends deeper in to the greater landscape. Mostly public lands. Size can be 2 miles from Primary WUI.

Benefit - 1) Maintains a large WUI designation for Categorical Exclusions and grant funding opportunities 2) Further reinforces the prioritization of the USFS program of work, concentrating fuels reduction around communities and encompassing fire lines 3) Preparing for Inter-Community landscape - scale reintroduction of fire.

- **Grant funding**- Tying the Standard Strategic WUI plan into the “big picture” landscape scale solution is immensely beneficial when applying for grants and especially “Block Grants”. Granters want to see how the Fire Safe Council’s Strategic Plan ties into and supports the “big picture” landscape scale solution.

This is a strategic plan with immediate multi beneficial outcomes for the Primary WUI, and real landscape scale solutions capable of replacing catastrophic fire, by restoring the frequent fire, critical ecological processes of the western fire prone biosphere.



-The Community Encompassing Fire Line breaks up the Inter Community Landscape fuel continuum.

-The Community Encompassing Fire Line draws Operational Boundaries, with Cal Fire leading the Primary WUI unified command prescribed fire, and USFS leading the Secondary, Tertiary and the Inter Community Landscape scale unified command prescribed fire.

**PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT**

1834 East Main Street, Quincy, CA 95971

Telephone: (530) 283-6268

**AGENDA REQUEST**

For the June 21, 2022 meeting of the Board of Supervisors

June 13, 2022

To: Honorable Board of Directors

From: John Mapple, Manager, Flood Control District

Subject: Approval of Additional Resolution and Agreement for Additional Water Supply

**BACKGROUND**

Due to the critically dry year, Department of Water Resources (DWR) has reduced the State Water Project Table A Water to 5%. This means that Plumas Flood Control District will only receive 5% of the 2,700 acre-foot yearly allocation, unless a supplemental agreement is executed with DWR.

The included resolution and the proposed agreement have been reviewed and approved as to form by County Counsel.

The agreement increases the 2022 table allocation from 135 to 490 acre-feet of water. The proposed water amount is sufficient to meet the needs of the two water customers that receive State Water Project water.

This agreement for additional water will not affect the amount paid to DWR and will not affect the amount charged to the three water customers.

**RECOMMENDATIONS**

The Flood Control Manager recommends that the Flood Control Board of Directors vote to pass the resolution authorizing the Chair of the Board of Directors to execute the agreement for additional water allocation for 2021.

Attachments: Resolution for Additional Water Agreement  
DWR Water Agreement SWPAO #22014

**RESOLUTION BY THE BOARD OF DIRECTORS OF THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT APPROVING AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR TABLE A WATER SUPPLY.**

**WHEREAS**, the State of California acting by and through its Department of Water Resources (hereinafter referred to as “State”) and the Plumas County Flood Control and Water Conservation District (hereinafter “District”) have entered into and subsequently amended a Water Supply Contract providing that State will supply certain quantities of water to District, and providing District shall make certain payments to State, and setting forth the terms and conditions of such supply and such payments.

**WHEREAS**, as a result of settlement negotiations arising out of *Planning and Conservation League v. Department of Water Resources* (2000) 83 Cal. App 4th 892, the State, District, and other agencies, entered into the May 5, 2003 Settlement Agreement by and among Planning and Conservation League, District, Citizens Planning Association of Santa Barbara County, Inc. and the State, Central Coast Water Authority, Kern Water Bank Authority and State Water Project (SWP) Contractors (“Settlement Agreement”). The Settlement Agreement contains provisions for State and District to amend the water supply and allocation provisions in District’s Water Supply Contract based on the availability of water supply from Lake Davis.

**WHEREAS**, California is experiencing a critically dry year due to unprecedented drought conditions affecting water supply.

**WHEREAS**, for 2022, the State has allocated five percent SWP Table A water to the SWP Contractors based on current hydrologic conditions due to the drought. District’s five percent Table A water allocation is 135 acre feet based on its 2022 maximum annual Table A amount.

**WHEREAS**, District requires additional Table A water supply to meet its needs in 2022 and 2023 and desires the State to provide additional Table A water.

**WHEREAS**, District is located wholly within the County of Plumas, State of California.

**WHEREAS**, the City of Portola is dependent upon the District for drinking water supply because its water supply from surface sources has been affected by the above-described curtailment notices, and its ground water supply is limited by the presence of arsenic in excess of standards for continuous use.

**WHEREAS**, the Grizzly Lake Golf Course is dependent upon the District for water supply through its intake and pump structure on Grizzly Creek.

**WHEREAS**, representatives of the State and the District have conferred and jointly prepared a draft “Agreement between the State of California Department of Water Resources and Plumas County Flood Control and Water Conservation District for Table A Water Supply,” (the “proposed Agreement”) a true copy of which is attached hereto, providing that Table A water deliveries by State to District will include additional water supply totaling 490 acre-feet during State Water Project (“SWP”) shortages in 2022 so long as the State determines that sufficient water is available from Lake Davis.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Plumas County Flood Control and Water Conservation District makes the following findings and determinations:

1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings of this Resolution.
2. The Planning Director is authorized and directed to file a Notice of Exemption to comply with the District’s California Environmental Quality Act (CEQA) obligations for this proposed Agreement.
3. The Chair of the District’s Board of Directors is authorized to sign the proposed Agreement on behalf of the District.
4. The District’s Manager is authorized and directed to do all acts necessary to carry out the purpose and intent of the proposed Agreement.

The forgoing Resolution was duly passed and adopted by the Board of Directors of the Plumas County Flood Control and Water Conservation District at a meeting held on the 21<sup>st</sup> day of June 2022, by the following roll call vote:

**AYES:** Directors:  
**NOES:** Directors:  
**ABSENT:** Directors:

ATTEST:

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Kevin Goss, Chair  
Board of Directors

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Heidi White, Clerk of the Board

Approved as to form:



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Gretchen Stuhr  
Plumas County Counsel

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

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AGREEMENT BETWEEN  
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA  
AND  
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
FOR ADDITIONAL TABLE A WATER SUPPLY IN YEAR 2022

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SWP #22014

THIS AGREEMENT is made under the provisions of the California Water Resources Development Bond Act, and other applicable laws of the State of California, among the Department of Water Resources of the State of California, herein referred to as "DWR," and Plumas County Flood Control and Water Conservation District, herein referred to as "Plumas." DWR and Plumas may be referred to individually as "Party" or collectively as "Parties."

## RECITALS

- A. DWR and Plumas have entered into and subsequently amended a water supply contract, providing that DWR shall supply certain quantities of water to Plumas, and providing Plumas shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payments.
- B. California is experiencing a critically dry year due to extreme drought conditions affecting water supply. By Executive Orders issued on April 21, 2021, May 10, 2021, July 8, 2021, October 19, 2021, and March 28, 2022, the Governor of California proclaimed states of emergency due to extreme and expanding drought conditions.
- C. Due to extended dry conditions in California, DWR has allocated five percent State Water Project (SWP) Table A water to SWP contractors based on current hydrologic conditions due to the drought. Plumas' five percent Table A water allocation is 135 acre-feet based on Plumas' 2022 maximum Table A amount of 2,700 acre-feet.
- D. Plumas is requesting 490 acre-feet of Table A water supply to meet its demands in 2022.
- E. As a result of settlement negotiations arising out of *Planning and Conservation League v. Department of Water Resources* (2000) 83 Cal. App 4<sup>th</sup> 892, DWR, Plumas and other agencies entered into the May 5, 2003 Settlement Agreement by and among Planning and Conservation League, Plumas, Citizens Planning Association of Santa Barbara County, Inc. and DWR, Central Coast Water Authority, Kern Water Bank Authority and SWP Contractors (Monterey Settlement Agreement). The Monterey Settlement Agreement contains provisions for DWR and Plumas to amend the water supply and allocation provisions in Plumas' Water Supply Contract based on the availability of water supply from Lake Davis, and DWR and Plumas are currently in discussions to negotiate such amendment. Plumas and DWR acknowledge that delivery under this Agreement is in furtherance of the Monterey Settlement Agreement.
- F. Plumas, as the lead agency, has determined that the delivery of water to Plumas' service area under this Agreement is categorically exempt from the California Environmental Quality Act (CEQA) and will file a Notice of Exemption (NOE) with the State Clearinghouse after execution of this Agreement.
- G. DWR, as a responsible agency under CEQA, will file an NOE upon execution of this Agreement, under CEQA Guidelines Section 15301 (Existing Facilities) and Section 15269 (emergency).

## TERMS AND CONDITIONS

1. Subject to the terms of this Agreement, and Article 18(a) of Plumas' Water Supply Contract, DWR agrees to increase Plumas' 2022 Table A amount to 490 acre-feet, as long as DWR determines that sufficient water is available from Lake Davis. This Agreement shall apply to Plumas' requested 2022 Table A amount of 490 acre-feet only and shall not affect any claim that Plumas may have to area of origin priorities.
2. Plumas' use of additional Table A water provided by this Agreement shall be subject to any Executive Orders or emergency proclamations issued by the California Governor, and any curtailment notices, orders or resolutions adopted by the State Water Resources Control Board (SWRCB) that approve or implement emergency regulations regarding water conservation and/or water use.
3. This Agreement shall become effective upon execution by all Parties and shall terminate on December 31, 2022. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to DWR or Plumas within the applicable statute of limitations is finally resolved, whichever occurs later.
4. Consistent with the procedures for submitting water delivery schedules under Article 12 of Plumas' Water Supply Contract, Plumas shall submit a revised water delivery schedule request for 2022, which DWR shall review based on water availability from Lake Davis.
5. DWR and Plumas will continue negotiating in good faith terms for an amendment to Plumas's Water Supply Contract that implements Section IV.C. of the Monterey Settlement Agreement (Plumas Amendment).
6. This Agreement does not contain or affect the Monterey Amendment.
7. DWR's approval for the delivery of Table A water to Plumas under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.
8. All communications or notices in connection with this Agreement shall be sent by electronic mail to the following:
  - a. DWR Contact  
John Leahigh, Water Operations Executive Manager  
Operations and Maintenance  
John.Leahigh@water.ca.gov

b. Plumas Contact

Rob Thorman, Assistant Director  
RobThorman@countyofplumas.com

9. Plumas agrees to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuits, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR approving or implementing this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.

SIGNATURE CLAUSE

10. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. A copy of any resolution or other documentation authorizing Plumas to enter into this Agreement, if such resolution or authorization is required, shall be provided to DWR before the execution of this Agreement.

EXECUTION

11. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.
12. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Approved as to Legal Form  
and Sufficiency

STATE OF CALIFORNIA DEPARTMENT  
OF WATER RESOURCES

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Thomas Gibson  
General Counsel  
Department of Water Resources

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Ted Craddock  
Deputy Director

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Date

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Date

PLUMAS COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

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Kevin Goss, Chair Board of Supervisors

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Date

Approved as to form:



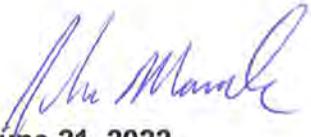
6/13/2022

Gretchen Stuhr  
Plumas County Counsel

## BOARD AGENDA REQUEST FORM

Department: **Plumas County Flood Control & Water District**  
c/o Public Works

Consent Agenda: Yes / No

Authorized Signature:   
Board Meeting Date: June 21, 2022  
Request for 5 minutes for presentation  
(If a specific time is needed, please contact the Clerk of the Board directly.)

### Description of Item for the Agenda (This is the wording that should appear on the agenda):

A: Approval of Additional Resolution and Agreement for Additional Water supply.

### Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

A: The Resolution and proposed agreement have been reviewed and approved as to form by County Counsel.

### If another department or the CAO is opposed to an agenda item, please indicate the objection:

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### Attached Documents:

#### Contracts/Agreements:

Three copies? (Y / N )  
Signed? (Y / N )

#### Budget Transfers Sheets:

Signed? (Y / N )

Attachments: A: Resolution for Additional Water Agreement; DWR Water Agreement SWPAO #22014

### Publication:

Clerk to publish on \_\_\_\_\_, \_\_\_\_\_ Notice attached and e-mailed to Clerk.  
 Notice to be published \_\_\_\_\_ days prior to the hearing. \_\_\_\_\_  
(if a specific newspaper is required, enter name here.)  
 Dept. published on \_\_\_\_\_ (Per Code §\_\_\_\_\_.) \_\_\_\_\_ Copy of Affidavit Attached.

### County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_ Not Applicable: \_\_\_\_\_

If Not Applicable, please state reason why:

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The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.



Willo Vieira  
Commissioner/Sealer  
willovieira@countyofplumas.com

## Plumas-Sierra Counties Department of Agriculture Weights & Measures Agricultural Commissioner Sealer of Weights and Measures



208 Fairgrounds Road  
Quincy, CA 95971  
Phone: (530) 283-6365  
Fax: (530) 283-4210

**Date:** June 9, 2022

**To:** Honorable Board of Supervisors

**From:** Willo Vieira, Agricultural Commissioner/Sealer of Weights & Measures *WV*

**RE:** AUTHORIZATION FOR THE AGRICULTURAL DEPARTMENT/WEIGHTS & MEASURES TO RECRUIT AND FILL ONE (1) FTE AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST I/II POSITION DUE TO NOTIFICATION OF RETIREMENT; DISCUSSION AND POSSIBLE ACTION

### **Recommendation:**

1. Authorize the Agricultural Department/Weights & Measures to recruit and fill one (1) FTE Agricultural and Standards Management Analyst I/II due to notification of retirement.
2. Authorize the Agricultural Department/Weights & Measures to fund both the Agricultural and Standards Management Analyst I/II new hire and Melissa Nisbet, Agricultural and Standards Management Analyst I during a period of time not longer than 4 weeks. This employee overlap has been included in the FY 22/23 budget.

### **Background and Discussion:**

As the result of the notification of retirement of the Agricultural and Standards Management Analyst I effective September 30, 2022 there will be a vacancy.

The Agricultural and Standards Management Analyst I/II position is funded and is allocated in the FY 22/23 Agricultural Department/Weights & Measures budget.

The Agricultural Department/Weights & Measures is requesting to recruit for this position immediately following Board of Supervisors approval and anticipates a hire no sooner than September 5, 2022.

The Agricultural Department/Weights & Measures is requesting the Board to authorize a period of time in which there will overlap in order to provide training to the new Management Analyst hire.

The in-office training timeframe is anticipated to be no more than 4 weeks (September 5 – September 30).

### **Attachments**

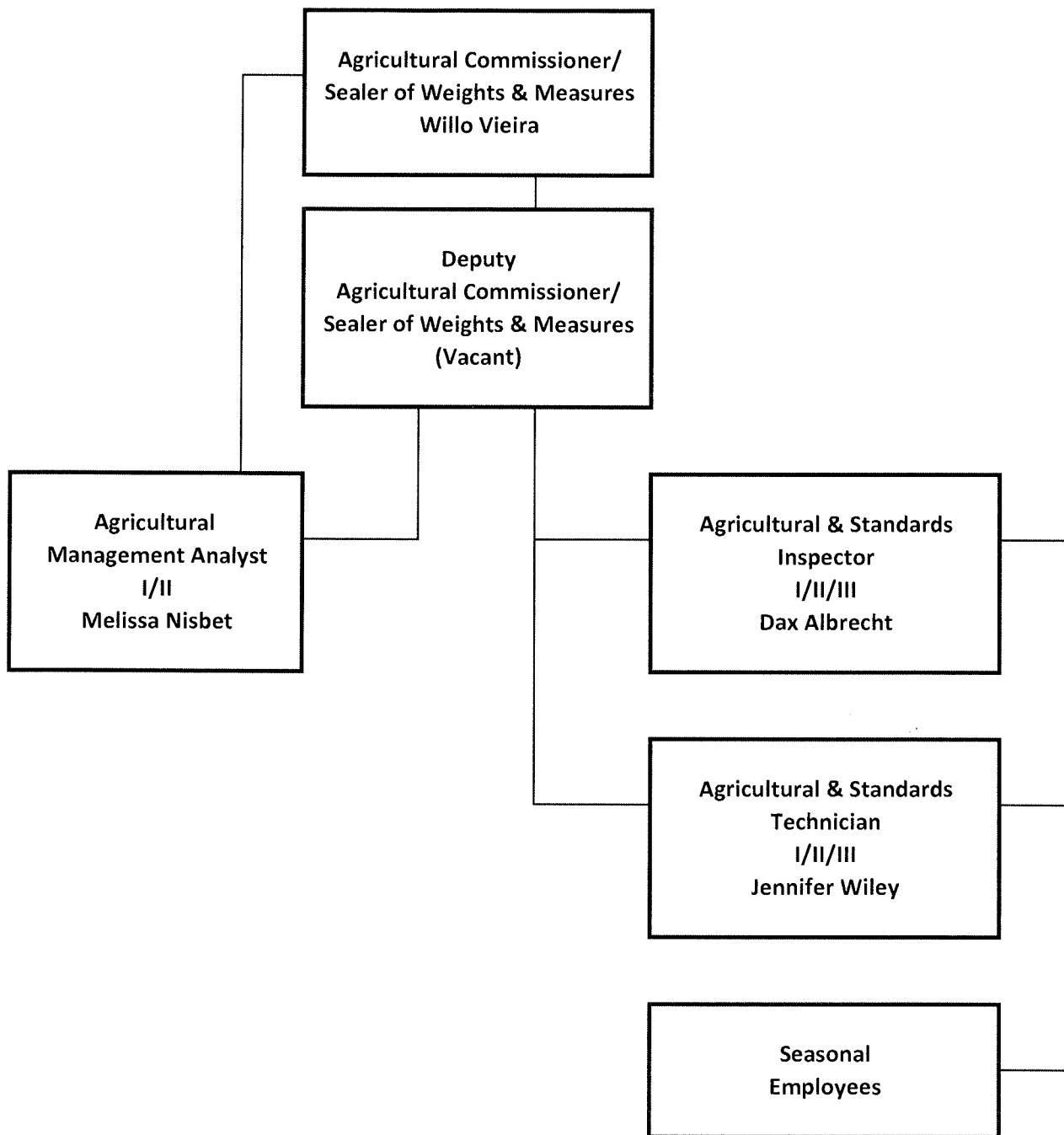
1. Critical Staffing Questionnaire
2. Departmental Organizational Chart
3. Job Descriptions

QUESTIONS FOR STAFFING CRITICAL POSITIONS

CURRENTLY ALLOCATED FOR THE FISCAL YEAR 2022/2023

1. Is there a legitimate business, statutory, or financial justification to fill the position?  
**Yes – the Agricultural department is an essential function that performs regulatory enforcement of Agricultural and Weights & Measures law and provides technical support to the agricultural and weights & measures community.**
2. Why is it critical that this position be filled at this time?  
**The Agricultural Department/ Weights & Measures is staffed with four positions – Commissioner/Sealer, Agricultural and Standards Inspector, Agricultural and Standards Technician, and an Agricultural and Standards Management Analyst. This position has primary contact with the public and government partners and we would not be able to serve either without filling this position.**
3. How long has this position been vacant?  
**It will be vacant as of September 30, 2022.**
4. Can the department use other wages into the next budget cycle?  
**The Agricultural Department's budget line for wages in the FY 22/23 budget includes funds for this position with the overlap.**
5. What are staffing levels at other counties for similar department and/or positions?  
**Our current staffing level is below that of comparable counties.**
6. What core functions will be impacted without filling the position prior to July 1?  
**We are planning to fill this position after the start of the FY 22/23 fiscal year. If this position is not filled it will remove personnel from their field work duties.**
7. What negative fiscal impact will the county suffer if the position is not filled prior to July 1<sup>st</sup>?  
**This overlap will come a critical time of the fiscal year for the Ag Department/Weights & Measures not only are the quarterly reports due but the Annual Financial Report needs to be done as well. The Annual Financial Statement is what CDFA use to base our Unclaimed Gas Tax Revenue.**  
*A non-general fund department head needs to satisfy that she/he 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**  
*Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of the position may impact, positively or negatively, the need for general fund support? The filling of this position will positively impact the General Fund by allowing for the concise tracking of grants, contracts, expenditures and revenue for over twelve different state programs.*
10. Does the department have a reserve? **No**

## Department of Agriculture Structure



**AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST I****DEFINITION**

Under supervision, to perform surveys, studies and analysis of budgetary, administrative organizational and operational matters of the Department of Agriculture/Weights and Measures; to develop, implement and evaluate policies, plans and programs and do related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a specialized classification for the Department of Agriculture/Weights & Measures. This is the entry and first experienced level in the Agricultural and Standards Management Analyst class series. Incumbents are expected to learn and perform increasingly difficult and complex management analyst tasks and conduct management studies for California Department of Agriculture (CDFA), Department of Measurement Standards (DMS). Incumbents are expected to increase their skill in knowledge of budgetary, administrative, fiscal, operational areas of CDFA, DMS and County government.

**REPORTS TO**

Deputy Agricultural Commissioner/Sealer or Agricultural Commissioner Sealer of Weights and Measures

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## Agricultural and Standards Management Analyst I - 2

### **EXAMPLE OF DUTIES**

- Performs general and specialized studies, surveys, and analysis to matters of federal, state and county government operations.
- Reviews revenues and expenditures requests from federal, state agencies and county departments.
- Assists in compiling and analyzing information relating to California Department of Food and Agriculture (CDFA) and Department of Measurement Standards (DMS).
- Monitors and tracks revenues and expenditures of various federal and state contracts and grants.
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments for the Deputy Agricultural Commissioner/Sealer or Agricultural Commissioner/Sealer of Weights and Measures.
- Assist the public with application and permit procedures, including preliminary reviews of materials.
- Studies and makes recommendations related to administrative and operational policies and procedures.
- Monitors department compliance with federal and state regulation.
- Gathers, tabulates and analyzes data and information.
- Develops recommendations and prepares reports.
- Assist in developing grant applications and administering grants.
- Makes oral and written presentations to various commissions and boards.
- May coordinate the development of bids and specifications for major purchases.
- Administer or negotiate leases and service contracts.
- May represent the Department of Agriculture at meetings and conferences.
- Provide support to the Departments Safety Representative (DSR).
- Performs a variety of staff support duties and other specialized functions as assigned by the Deputy Agricultural Commissioner/Sealer or Agricultural Commissioner Sealer of Weights and Measures.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment computers, telephones, calculators, copiers and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment with continuous contact with staff and public. Some field trips will be necessary to attend training/meetings, visit outstation county departments, staff, programs and operations.

Agricultural and Standards Management Analyst I - 3

**DESIRABLE QUALIFICATIONS**

**KNOWLEDGE OF**

- Local government origination, operation and legislative process
- Statistical methods and practices of financial administration including governmental accounting
- Functions, originations and programs of local government in California
- Basic research methods and techniques
- Effective oral and written communication presentations
- Organization functions programs and policies of California Department of Food and Agriculture (CDFA), Department of Measurement Standards (DMS), and Plumas County Government

**ABILITY TO**

- Perform a variety of specialized analytical studies
- Interpret, explain, and apply a variety of CDFA, DMS, County and Departmental policies, rules, and regulations
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority
- Effectively present ideas and recommendations orally and in writing
- Analyze and evaluate a variety of information researching and gathering appropriate data to resolve problems
- Develop and administer grants
- Prepare a variety of comprehensive reports
- Effectively represent the programs and functions of the Department of Agriculture/Weights and Measures with public, community organizations, and other county staff, and other government agencies
- Establish and maintain effective working relationships

## Agricultural and Standards Management Analyst I - 4

### **Training and Experience:**

Qualifications needed for this position:

Possession of a bachelor's degree in public or business administration or a related field,

Job related experience may be substituted for educational requirements on a year-to-year basis. Job related experience would be defined as experience performing duties set forth in the "Examples of Duties" in this job description.

### **SPECIAL REQUIREMENTS**

Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles. The valid California Driver's License must be maintained throughout employment

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work-related training as assigned, and to return to work as ordered in the event of an emergency.

**AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST II****DEFINITION**

Under supervision, to perform surveys, studies and analysis of budgetary, administrative organizational and operational matters of the Department of Agriculture/Weights and Measures; to develop, implement and evaluate policies, plans and programs and do related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a specialized classification for the Department of Agriculture and Weights & Measures. This is the experienced to advanced experienced level in the Agricultural and Standards Management Analyst series. Incumbents are expected to learn and perform increasingly difficult and complex Agricultural and Standards Management Analyst studies for California Department of Food & Agriculture (CDFA), Department of Measurement Standards (DMS), and County Departments.

**REPORTS TO**

Deputy Agricultural Commissioner or Agricultural Commissioner Sealer of Weights and Measures or receives direct or general supervision from assigned supervisory or management personnel.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST II- 2

### EXAMPLE OF DUTIES

- Performs general and specialized studies, surveys, and analysis to matters of federal, state and county government operations.
- Reviews revenues and expenditures requests from federal, state agencies and county departments.
- Assists in compiling and analyzing information relating to California Department of Food and Agriculture (CDFA) and Department of Measurement Standards (DMS).
- Monitors revenues and expenditures of various federal and state contracts and grants.
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments for the Agricultural Commissioner/Sealer of Weights and Measures.
- Assist the public with application and permit procedures, including preliminary reviews of materials.
- Studies and makes recommendations related to administrative and operational policies and procedures.
- Monitors department compliance with federal and state regulation.
- Gathers, tabulates and analyzes data and information.
- Develops recommendations and prepares reports.
- Assist in developing grant applications and administering grants.
- Makes oral and written presentations to various commissions and boards.
- May coordinate the development of bids and specifications for major purchases.
- Administer or negotiate leases and service contracts.
- May represent the Department of Agriculture at meetings and conferences.
- Provide support to the Departments Safety Representative (DSR).
- Performs a variety of staff support duties and other specialized functions as assigned by the Agricultural Commissioner/Sealer of Weights and Measures.

### TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment computers, telephones, calculators, copiers and FAX.

### TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment with continuous contact with staff and public. Some field trips will be necessary to attend training/meetings, visit outstation county departments, staff, programs and operations.

## AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST II -3

### DESIRABLE QUALIFICATIONS

#### KNOWLEDGE OF

- Local government origination operation and legislative process
- Statistical methods and practices of financial administration including governmental accounting
- Functions, originations and programs of local government in California
- Basic research methods and techniques
- Effective oral and communication styles
- Organization functions programs and policies of Plumas County Government

#### ABILITY TO

- Perform a variety of specialized analytical studies
- Effectively present ideas and recommendations orally and in writing
- Analyze and evaluate a variety of information researching and gathering appropriate data to resolve problems
- Develop and administer grants
- Interpret, explain, and apply a variety of Federal, State, County and Departmental policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgement in recognizing scope of authority.
- Prepare a variety of comprehensive reports
- Effectively represent the programs and functions of the Department of Agriculture/Weights and Measures with public, community organizations, and other county staff, and other government agencies
- Establish and maintain effective working relationships

## AGRICULTURAL AND STANDARDS MANAGEMENT ANALYST II - 4

### TRAINING AND EXPERIENCE:

Qualifications needed for this position are:

Possession of a bachelor's degree in public or business administration or a related field. Two (2) years of experience in performing the duties and responsibilities relevant to that of an Agricultural and Standards Management Analyst I with Plumas County.

Job related experience may be substituted for educational requirements on a year-to-year basis. Job related experience would be defined as experience performing duties set forth in the "Examples of Duties" in this job description.

### Special Requirements:

Possession of a valid driver's license at time of application and possession of a valid California Driver's License by time of appointment. The valid California Driver's License must be maintained throughout employment.

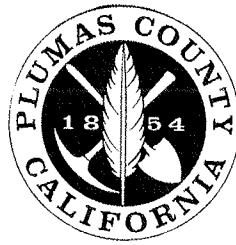
All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work-related training as assigned, and to return to work as ordered in the event of an emergency.

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045

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Sharon Sousa, MFT, Interim-Director



DATE: June 21, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa, Behavioral Health Interim - Director

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 Behavioral Health Supportive Services Tech position and a Behavioral Health Supportive Services Tech – Extra Help position

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### **Recommendation**

1. Approve the filling of the vacant, allocated position of 1.0 FTE Behavioral Health Supportive Services Tech position and a Behavioral Health Supportive Services Tech – Extra Help position within Department 70571, which was already funded in the 2021-2022 budget year.

### **Background and Discussion**

The Behavioral Health Department is requesting approval to fill the allocated and funded, 1.0 FTE Behavioral Health Therapist I/II/Senior position which was created due to resignation. The position will be filled without the use of any General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the positions outlined in this letter.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, the Behavioral Health Supportive Services Tech I/II is a legitimate position.
- Why is it critical that this position be filled at this time? Incumbents are responsible for the transportation of the Behavioral Health clients to and from appointments, treatment programs, and out of county psychiatric hospitals.
- How long has the position been vacant? It became vacant on June 13, 2022 due to a resignation.
- Can the department use other wages until the next budget cycle? We have one extra help employee that assists with the transportation of clients on the weekend, but the need is greater than just the weekend and they are unable to be on call because of the 29 hour per week restriction;.
- What are staffing levels at other counties for similar departments and/or positions? The same or greater.
- What core function will be impacted without filling the position prior to July 1? Loss of services to the clients, especially those in crises will cause a negative impact if the vacancy continues.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? The inability to recoup Medi-Cal reimbursements for lack of services.
- 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? There is no fiscal impact on the general fund.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? Yes. Behavioral Health does have a reserve and the balance fluctuates depending on the number of factors including whether the State receives the base amount of collection for each budget year.

Plumas County Behavioral Health Department  
June 2022

<b>Director</b> VACANT
---------------------------

<b>Administrative Services Officer</b> VACANT	<b>Behavioral Health QI/QC Manager</b> Jessica McGill	<b>MHSA Coordinator</b> Kristy Pierson	<b>BH Supervising Site Coordinator</b> VACANT	<b>BH Case Management Specialist (WII)</b> Anne Neilson	<b>Behavioral Health LVN</b> Jessica Ayotte	<b>BH Therapist</b> Eliza Fletcher	<b>Unit Supervisor - Nursing</b> Eliza Fletcher	<b>AOD Program Admin</b> Kristie Rood	<b>Continuing Care Coordinator</b> Jacqueline Martinez-Blanton
<b>Facet Officer</b> John Hanner	<b>Office Supervisor</b> Kelli Schlegelstein	<b>Clinical Resources Specialist</b> Ruthie McCall	<b>BH Site Coordinator</b> VACANT	<b>BH Case Management Specialist (WII)</b> Anne Neilson	<b>LVN</b> VACANT	<b>BH Therapist</b> Eliza Fletcher	<b>BH Case Management Specialist (WII)</b> Kelli Schlegelstein	<b>BH Therapist</b> Eliza Fletcher	<b>BH Case Management Specialist (WII)</b> Jacqueline Martinez-Blanton
<b>Management Analyst</b> Case Biommer	<b>Clinical Management Specialist (WII)</b> Whitney Englund	<b>BH Site Coordinator</b> VACANT	<b>BH Site Coordinator</b> VACANT	<b>BH Case Management Specialist (WII)</b> Cheyanne Stroh	<b>BH Therapist</b> Eliza Fletcher	<b>BH Therapist</b> Eliza Fletcher	<b>BH Case Management Specialist (WII)</b> Kelli Schlegelstein	<b>BH Therapist</b> Eliza Fletcher	<b>BH Case Management Specialist (WII)</b> Jacqueline Martinez-Blanton
<b>Support Services Technician</b> Spain Chapman	<b>BH Therapist</b> VACANT	<b>Administrative Assistant</b> VACANT	<b>BH Therapist</b> VACANT	<b>BH Case Management Specialist (WII)</b> Cheyanne Stroh	<b>BH Therapist</b> Eliza Fletcher	<b>BH Therapist</b> Eliza Fletcher	<b>BH Case Management Specialist (WII)</b> Kelli Schlegelstein	<b>BH Therapist</b> Eliza Fletcher	<b>BH Case Management Specialist (WII)</b> Jacqueline Martinez-Blanton
<b>Support Services Technician</b> Tessie Lohman	<b>BH Therapist</b> VACANT	<b>Administrative Assistant</b> VACANT	<b>BH Therapist</b> VACANT	<b>BH Case Management Specialist (WII)</b> Cheyanne Stroh	<b>BH Therapist</b> Eliza Fletcher	<b>BH Therapist</b> Eliza Fletcher	<b>BH Case Management Specialist (WII)</b> Kelli Schlegelstein	<b>BH Therapist</b> Eliza Fletcher	<b>BH Case Management Specialist (WII)</b> Jacqueline Martinez-Blanton

44- Funded and Allocated in 20/21  
46- Allocated and Funded 21/22  
11- Vacant Positions  
(Pink boxes Extra Help)

## BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH I / II

### DEFINITION

Under general supervision to be responsible for the safe operation of a light vehicle in accordance with County Policies and all other applicable state and federal guidelines; to transport clients to and from designated locations within the County as well as outside the Plumas County area; and performs related duties as assigned.

### DISTINGUISHING CHARACTERISTICS

This is a specialized class for the Behavioral Health Department. Incumbents are responsible for the transportation of Behavioral Health clients to and from appointments, treatment programs, and out of area psychiatric hospitals. Due to transportation needs of clients, work schedules may vary. Other assignments are generally limited in scope, contain fairly routine tasks, and are performed within a procedural framework established by the Director or Deputy Director of Behavioral Health or his/her designee.

**Behavioral Health Supportive Services Tech II:** This is the experienced level in the Behavioral Health Driver series. In addition to the responsibilities of transportation of Behavioral Health clients to and from appointments, treatment programs, and psychiatric hospitals, the Behavioral Health Driver / Supportive Services II is responsible to assist in the monitoring and maintaining the Behavioral Health vehicles. This includes maintaining the service and maintenance records of the department's fleet of vehicles.

### REPORTS TO

Behavioral Health Supportive Services Coordinator or Behavioral Health Administrative Services Officer

### CLASSIFICATIONS DIRECTLY SUPERVISED

None

## **BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH I & II – 2**

### **EXAMPLES OF DUTIES**

- Operates and drives a motor vehicle to transport clients to and from day treatment programs, scheduled appointments, selected hospitals, treatment facilities.
- Follows time and transportation schedules to ensure clients are able to meet their scheduled appointments.
- May pick up and deliver paperwork, equipment, materials and supplies at various locations as assigned.
- Checks the gas, oil and tires of assigned vehicle regularly to ensure safety and good mechanical condition.
- Reports any vehicle maintenance issues to the Behavioral Supportive Services Coordinator.
- Clean, washes and polishes vehicles periodically as assigned.
- May use assigned vehicle to move client belongings from one location to another as directed.
- Submits accurate records and reports in timely manner as required.
- Assists with clerical/office tasks as required, including but not limited to answering the telephone, opening and closing buildings, maintaining office cleanliness, etc.
- May sit with hospitalized clients while waiting for confirmation of transporting to outlying hospitals while clients are held on a 5150.
- May assist with program preparation and implementation as requested.
- Maintain records, logs and ability to accurately follow regulations and guidelines.
- Assist clients with supportive services as identified and coordinated with Case Management Specialist or other Behavioral Health Department staff.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; climb, bend, stoop, twist, crouch and kneel to conduct vehicle inspections; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication. Lift up to 50 pounds

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment, vehicle, and outdoor environments; sometimes work is in varying weather conditions; continuous contact with the public, clients and staff.

## **BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH I & II – 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic knowledge of problems and emotions of Behavioral/Mental Health patients.
- Safe transport methods and procedures.
- Basic knowledge of admitting procedures for facilities.
- Knowledge of safe driving transport practices.
- Provisions of the California Motor Vehicle Code applicable to the operation of vehicles.
- Basic preventive maintenance and requirements of automotive equipment.
- First Aid.

#### **BEHAVIORAL HEALTH DRIVER / SUPPORTIVE SERVICES TECH II - Additional Knowledge of:**

- General preventive maintenance and requirements of automotive equipment.
- Procedures and tracking of department vehicles to insure the safety of these vehicles.
- Training techniques of safe transport methods and procedures.

#### **Ability to:**

- Drive and operate a vehicle safely and efficiently.
- Maintain responsibility for the safe transport of clients.
- Maintain composure in stressful situations.
- Ability to interact with clients in a professional and friendly manner.
- Ability to communicate clearly with a variety of clients, staff and agencies.
- Ability to read road maps.
- Maintain and update accurate records and travel logs.
- Ability to read, write and communicate effectively.
- Establish and maintain cooperative working relationships.
- Maintain a professional attitude at all times.
- Assist in the training of Behavioral Health Supportive Services Tech I.
- Track preventive maintenance of department vehicles and any other maintenance or repairs needed to ensure the safe operation of vehicles.

## **BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH I & II – 4**

### **Training and Experience:**

Qualifications needed for these positions:

Education - High school diploma or equivalent.

BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH I – One (1) year driver experience.

BEHAVIORAL HEALTH SUPPORTIVE SERVICES TECH II – Two (2) years driver experience with general knowledge of automobile maintenance.

Experience in working with Behavioral Health clients is desirable.

### **Special Requirements:**

Must have a valid Class “C” California Driver’s License issued by the Department of Motor Vehicles with a good driving record and must have DOJ (Department of Justice) fingerprint clearance. The Class “C” License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



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:** June 9, 2022

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns *(Signature)*

**SUBJECT:** Agenda Item for the meeting of June 21, 2022

**Recommended Action:**

Approve and authorize fixed asset vehicle purchase and equipping of five (5) 2022 Ford Explorers from dept 70331, not to exceed \$250,000.00; and one (1) 2022 Ford Explorer from dept 70387 not to exceed \$50,000.00 in FY 22/23.

Approve and authorize fixed asset vehicle purchases in FY 22/23 should vehicles arrive prior to complete budget adoption.

Approve and authorize fixed asset purchase of new engine, labor and expenses related to installation; to repower a law enforcement patrol boat, using state grant funds; from dept 70350 not to exceed \$26,000.00 in FY 22/23.

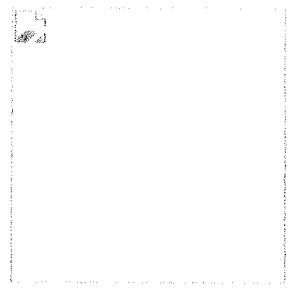
Approve and authorize fixed asset boat engine purchase in FY 22/23 should engine arrive prior to complete budget adoption.

**Background and Discussion:**

On January 18, 2022, the Board authorized the Sheriff's Office to purchase and equip five 2022 Ford explorers from dept 70331, not to exceed \$250,000.00; and one 2022 Ford Explorer from dept 70387 not to exceed \$50,000.00. Supply chain issues have caused the vehicles to be delayed and a delivery date has not been provided. Approval is needed to carry the purchase into the new fiscal year and to prevent a delay in paying the vendor in order to maximize prompt pay discounts available.

On May 10, 2022, the Board authorized the Sheriff's Office to purchase and install a new engine for the of repowering a law enforcement patrol boat. The boat has been delivered to the vendor, but the supply chain issues have caused a delay in obtaining the engine. There is uncertainty regarding when the engine will arrive and the installation to be completed. Approval is needed to carry the purchase into the new fiscal year to prevent a delay in paying the vendor should the work carry past the current fiscal year.

The budgets for these purchases have been rolled forward into the FY 22/23 preliminary budgets.



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, Chair 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, 5<sup>th</sup> District

### **MEETING MINUTES**

#### **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JANUARY 18, 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 to 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

**Public Comment Opportunity/Written Comment**

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

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

10:00 A.M. [Play >> CALL TO ORDER/ROLL CALL](#)

**Roll Call.**

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

**PLEDGE OF ALLEGIANCE**

County Administrator Gabriel Hydrick led the Pledge of Allegiance.

[Play >> ADDITIONS TO OR DELETIONS FROM THE AGENDA](#)

Supervisor Hagwood, requested that items 6E1&2 Public Works – Solid Waste rate increase matter be deleted from the 01/18/2022 agenda and continued to February 15, 2022.

[Play >> PUBLIC COMMENT OPPORTUNITY](#)

Linda M. commented regarding recording accuracy of hospitalizations and Covid -19

[Play >> DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS](#)

There were no department head announcements.

**ACTION AGENDA**

1. [Play >> PUBLIC HEALTH AGENCY](#) – Dr. Dana Loomis

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

2. [Play >> DISASTER RECOVERY OPERATIONS](#) - Gabriel Hydrick and Pamela Courtwright

Report and update Dixie Fire Recovery efforts; receive report and discussion

3. [Play >> USDA FOREST FIRE MANAGEMENT](#) – Joe Hoffman/ Chris Carlton

Monthly check-in

4. [Play >> 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 Hagwood, **Seconded by** Supervisor Engel.

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

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

**A. AUDITOR**

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

fiscal year; not to exceed \$3,500.00; term is for two year with two (2) options for renewal; approved as to form by County Counsel

**B. BEHAVIORAL HEALTH**

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

**C. COUNTY COUNSEL**

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

**D. FACILITY SERVICES**

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

**E. FAIRGROUNDS**

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

**F. PUBLIC HEALTH -**

Approve and authorize the Chair to ratify and sign agreement between Plumas County and Smile Business Products; to provide copy machine maintenance services; not to exceed \$3,000.00; approved as to form by County Counsel

**G. SHERIFF**

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

**5. Play >> PIONEER RV PARK – David Aguilar**

Request the Board of supervisors authorize the Planning Department to waive Campground Permit fee; discussion and possible action

**Motion:** Deny the Request to the Board of Supervisors, to authorize the Planning Department to waive Campground Permit fee, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Goss.

Motion passed unanimously.

**6. Play >> DEPARTMENTAL MATTERS****A. Play >> AUDITOR/ CONTROLLER – Roberta Allen**

- 1) Authorize Auditor/Controller to recruit and fill 1.0 FTE position of Assistant Auditor/ Controller OR 1.0 FTE position of Accountant Auditor II. Position to become vacant due to upcoming retirement of current Assistant Auditor Controller as of May 31, 2022; discussion and possible action

**Motion:** Authorize Auditor/Controller to recruit and fill 1.0 FTE position of Assistant Auditor/Controller OR 1.0 FTE position of Accountant Auditor II, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.  
Motion passed unanimously.

- 2) Allow extra help employees Barbara Bruner and Zoe Terrazas to work more than 29 hours per week as needed to assist during the transition period in the Auditor department; discussion and possible action

**Motion:** Approve extra help employees Barbara Bruner and Zoe Terrazas to work more than 29 hours per week as needed to assist during the transition period in the Auditor department,  
**Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.  
Motion passed unanimously.

- 3) Authorize no contract payment of \$3,500.00 to MGT America Consulting, LLC.; for state mandated cost services (SB90) fiscal year 19/20, invoice dated April 30, 2021; discussion and possible action

**Motion:** Authorize no contract payment of \$3,500.00 to MGT America Consulting, LLC.; for state mandated cost services (SB90) fiscal year 19/20, invoice dated April 30, 2021, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.  
Motion passed unanimously.

**B. Play >> BEHAVIORAL HEALTH – Tony Hobson**

Authorize the Director of Behavioral Health to recruit and fill, budgeted 1.0 Extra Help Support Services Technician; discussion and possible action

**Motion:** Authorize the Director of Behavioral Health to recruit and fill, budgeted 1.0 Extra Help Support Services Technician, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

**C. Play >> PUBLIC HEALTH - Dr. Dana Loomis**

- 1) Authorize the Director of Public Health to recruit and fill, funded and allocated, vacant 0.625 part time Assistant Cook for the Senior Nutrition Program in Chester; discussion and possible action

**Motion:** Authorize the Director of Public Health to recruit and fill, funded and allocated, vacant 0.625 part time Assistant Cook for the Senior Nutrition Program in Chester, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.  
Motion passed unanimously.

- 2) Play >> Adopt RESOLUTION to amend Fiscal Year 2021-2022 Plumas County Position Allocation for the Department of Public Health; to add 1.0 FTE to the Health Education Series Position Budget Unit 70560; discussion and possible action **Roll call vote**  
And Authorize the Director of Public Health to recruit and fill 1.0 FTE Health Education Series Position; discussion and possible action

**Motion:** Adopt **RESOLUTION No. 22-8654** to amend Fiscal Year 2021-2022 Plumas County Position Allocation for the Department of Public Health; to add 1.0 FTE to the Health Education Series Position Budget Unit 70560;

And Authorize the Director of Public Health to recruit and fill 1.0 FTE Health Education Series Position, **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 Goss, Supervisor Hagwood, Supervisor Thrall.

**D. Play >> PUBLIC WORKS - ROAD – John Mannle**

Authorize the Director of Public Works to recruit and fill, funded and allocated 1.0 FTE Public Works Lead Worker position in the Greenville Maintenance District; discussion and possible action

**Motion:** Authorize the Director of Public Works to recruit and fill, funded and allocated 1.0 FTE Public Works Lead Worker position in the Greenville Maintenance District, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.  
Motion passed unanimously.

**E. PUBLIC WORKS – SOLID WASTE** – John Mannle

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

**Items 6E1&2 have been removed from the Agenda by Supervisor Greg Hagwood's request and set to be continued to - February 15, 2022**

**F. Play >> SHERIFF** – Todd Johns

- 1) Authorize fixed asset vehicle purchase and equipping of (5) 2022 Ford Explorers from dept. 70331 not to exceed \$250,000.00; and one (1) 2022 Ford Explorer from dept. 70387 not to exceed \$50,000.00; included in the FY 2021/2022 budget; approved as to form by County Counsel; discussion and possible action  
**Motion:** Authorize fixed asset vehicle purchase and equipping of (5) 2022 Ford Explorers from dept. 70331 not to exceed \$250,000.00; and one (1) 2022 Ford Explorer from dept. 70387 not to exceed \$50,000.00; included in the FY 2021/2022 budget; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.  
Motion passed unanimously.
- 2) Authorize no contract payment of \$5,200.55, for purchase of generator installed on Mt. Dyer; discussion and possible action  
**Motion:** Authorize no contract payment of \$5,200.55, for purchase of fixed asset generator, installed on Mt. Dyer, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.  
Motion passed unanimously.

**G. Play >> SOCIAL SERVICES** – Neal Caiazzo

Authorize the Director of Social Services to recruit and fill, funded and allocated 1.0 FTE Office assistant position; vacancy due to promotion; discussion and possible action

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

**H. Play >> PLANNING** – Tracey Ferguson

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

**Motion:** Approve and authorize Chair to sign Plumas County comment letter following revisions as discussed; to the State Board of Forestry and Fire Protection regarding the Draft Regulations, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.  
Motion passed unanimously.

2. Play >> Adopt **RESOLUTION** approving the Sierra Valley Subbasin Groundwater Sustainability Plan; to include the changes as presented approved as to form by County Counsel; discussion

and possible action **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 22-8655** approving the Sierra Valley Subbasin Groundwater Sustainability Plan to include revisions as discussed, **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 Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

I. Play >> COUNTY ADMINISTRATOR - Gabriel Hydrick

Receive an update and presentation on the ARPA public survey and next steps

Following a brief discussion – this matter and recommendation to continue on February 1, 2022 at regularly scheduled Board of Supervisors meeting; for discussion and possible action

7. BOARD OF SUPERVISORS

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

**Motion:** Approve and Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on February 15, 2022, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.

Motion passed unanimously.

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

- Clerk of the Board administered Oath of Truth to all individuals providing testimony, Jennifer Langston, Charles White, Ardelle Johnson affirmed
- Ardelle Johnson representative of the appellant, provided testimony regarding the basis for the appeal from the assessment of code violation fine.
- Code Enforcement Officer, Jennifer Langston provided a background report regarding APN: 028-030-023-000
- Building Director, Charles White, provided a brief report regarding the Administrative Citation
- County Counsel, Sarah James briefly questioned the appellant.
- The matter was brought back to the Board of Supervisors for questions.

Supervisor Goss closed the public hearing.

**30 MINUTE BREAK**

C. Play >> Appointments

1. Appoint Janice Bishop and Elizabeth Zeiner to the Greenhorn Community Service District Board; Discussion and possible action

**No action taken at this time; matter tabled until 02-01-2022**

2. Review standing **Boards, Commissions, and Committees** and make the necessary appointments, and/ or reappointments.

**SIERRA NEVADA CONSERVANCY NORTH CENTRAL SUB-REGION**

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT**

**Motion:** Appoint Supervisor Dwight Ceresola to the Sierra Nevada Conservancy North Central Sub Region as Plumas County Representative; and Re-appoint Supervisor Sherri Thrall, and

Supervisor Dwight Ceresola to the Board of Northern Sierra Air Quality Management District with Supervisor Jeff Engel as Alternate., **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.  
Motion passed unanimously.

This matter to continue to meeting scheduled on 02/01/2022

D. **CORRESPONDENCE**

No Correspondence reported

E. **MEETINGS/ INFORMATIONAL ANNOUNCEMENTS**

Weekly reports by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations were tabled until 02/01/2022

8. Play >> CLOSED SESSION

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

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

Public Employee appointment or employment – Director of Facilities Services

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

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

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

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

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

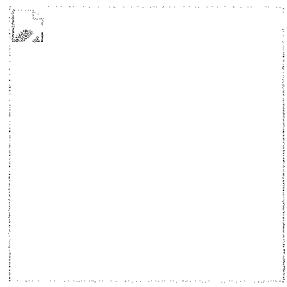
G. Discussion regarding Administrative Citation Appeal for Assessor's Parcel No. 028-030-023-000 located at 125 Black Tail Ridge, Portola, CA

Play >> REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

There were no reportable actions taken in Closed Session.

Play >> ADJOURNMENT

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



## **BOARD OF SUPERVISORS**

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

## **MEETING MINUTES**

### **ADJOUNDED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY, ON MAY 10, 2022**

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## **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 to 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

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

10:00 A.M. [Play >> CALL TO ORDER/ROLL CALL](#)

**Roll Call.**

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

[Play >> PLEDGE OF ALLEGIANCE](#)

Heidi White led the Pledge of Allegiance.

[Play >> ADDITIONS TO OR DELETIONS FROM THE AGENDA](#)

- 1) Rob Thorman, Assistant Director of Public Works requested that Item 3B2 be removed from the Agenda

[Play >> PUBLIC COMMENT OPPORTUNITY](#)

Zoom participant Josh Hart with Feather River Action commented regarding his opposition to the Forest Service May-Crawford clear cut project

- [Play >> New Beckwourth Ranger District Mike Rahe attended via zoom and introduced himself and provided an update.](#)

[Play >> DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS](#)

Hearing None

## ACTION AGENDA

1. [Play >> DISASTER RECOVERY OPERATIONS](#) - Pamela Courtwright

Report and update Dixie Fire Recovery efforts; receive report and discussion

[Play >> DIXIE FIRE COLLABORATIVE](#)

Report, update and discussion on Dixie Fire Collaborative efforts

2. [Play >> 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 failed (**summary:** Yes = 5, No = 0, Abstain = 0).

**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 an encroachment permit for the Christian Encounter Ministries 40<sup>th</sup> Annual Agony Ride in Sierra Valley; to be held on July 29 and 30<sup>th</sup> 2022.

### B. FACILITY SERVICES

Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Ray A. Morgan Company LLC, for the copier/ printer lease, maintenance and repair; for a three year

term; not to exceed \$9,000.00; approved as to form by County Counsel.

#### C. **FAIRGROUNDS**

Approve and authorize the Chair to sign Agreement between Plumas County and Kunsman Fence Company to repair fence on the west end of fairgrounds; not to exceed \$12,957.00; approved as to form by County Counsel.

#### D. **SOCIAL SERVICES**

Approve and authorize the Chair to sign Agreement between Plumas County Social Services and Ray A. Morgan Company LLC, for the copier/ printer lease, maintenance and repair; for a three year term; not to exceed \$9,000.00; approved as to form by County Counsel.

### 3. **Play >> DEPARTMENTAL MATTERS**

#### A. **Play >> BUILDING DEPARTMENT**

Discussion and possible direction to staff regarding development of a Title 25 ordinance and waiver of sprinkler systems requirements.

- Chuck White, Building Department Director, reported on preliminary information regarding adopting a Title 25 Ordinance - pros, cons and myths. Staff to research further and report back at a later time.
- Tracey Ferguson, Planning Department Director, reported on preliminary findings regarding adopting a Title 25 Ordinance - Limited density owner built rural dwelling – defining “minimum Parcel size”. Department to research further, and report back at a later time.

- 1) Authorize the Public Works Road Department to recruit and fill, funded and allocated 1.0 FTE Lead Worker position in the LaPorte Maintenance District; discussion and possible action.  
- **This matter was removed from the agenda to be addressed at a later time.**

#### C. **Play >> SHERIFF** – Todd Johns

- 1) Approve budget transfer of \$1,000.00 from Service & Supply account (520900) for equipment maintenance, to fixed asset account for equipment (542600); and approve and authorize a fixed asset purchase of new engine, labor and expenses related to installation; to repower a law enforcement patrol boat, using state grant funds; not to exceed \$26,000.00; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Approve budget transfer of \$1,000.00 from Service & Supply account (520900) for equipment maintenance, to fixed asset account for equipment (542600); and approve and authorize a fixed asset purchase of new engine, labor and expenses related to installation; to repower a law enforcement patrol boat, using state grant funds; not to exceed \$26,000.00,

**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) **Play >> Adopt RESOLUTION** authorizing the Sheriff to sign agreement with the Drug Enforcement Administration of the United States Department of Justice for Domestic Cannabis Eradication/ Suppression Program; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**
- 3) Approve supplemental budget request of \$35,000.00, for receipt of unanticipated revenue from the U.S. Department of Justice, Drug Enforcement Administration Grant funds.  
**Four/ fifths roll call vote**

**Motion:** Approve Items 3C 2&3, and Adopt **RESOLUTION No. 22-8696** authorizing the Sheriff to sign agreement with the Drug Enforcement Administration of the United States Department of Justice for Domestic Cannabis Eradication/ Suppression Program; and Approve supplemental budget request of \$35,000.00, for receipt of unanticipated revenue from the U.S. Department of Justice, Drug Enforcement Administration Grant funds, **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 Goss, Supervisor Hagwood, Supervisor Thrall.

**B. Play >> PUBLIC WORKS** – John Mannie

Approve and authorize the Chair to sign **Authorized Representative Delegation** form for Rob Thorman to apply for and receive sewer bill arrearage funds for the Beckwourth CSA and the Walker Ranch CSD from the State Water Resources Control Board; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Approve and authorize the Chair to sign Authorized Representative Delegation form for Rob Thorman to apply for and receive sewer bill arrearage funds for the Beckwourth CSA and the Walker Ranch CSD from the State Water Resources Control Board, **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.

**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

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

**4. Play >> BECKWOURTH COUNTY SERVICE AREA** – John Mannie

A. Approve and authorize the Plumas County Engineering Department to apply and receive wastewater arrearage funds and transfer funds to the Beckwourth CSA; discussion and possible action.

**Motion:** Approve and authorize the Plumas County Engineering Department to apply and receive wastewater arrearage funds and transfer funds to the Beckwourth CSA, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

**Play >> Adjourn as the Beckwourth County Service Area Governing Board and Convene as the Walker Ranch Community Service District Governing Board**

**5. Play >> WALKER RANCH COMMUNITY SERVICE DISTRICT** – John Mannie

A. Approve and authorize the Plumas County Engineering Department to apply and receive wastewater arrearage funds and transfer funds to the Walker Ranch CSD; discussion and possible action.

**Motion:** Approve and authorize the Plumas County Engineering Department to apply and receive wastewater arrearage funds and transfer funds to the Walker Ranch CSD, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

**Play >> Adjourn as the Walker Ranch Community Service District Governing Board and reconvene as the Board of Supervisors**

**6. Play >> 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 June 7, 2022

**Motion:** Approve and continue, 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 June 7, 2022, **Action:** Adjourn, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.  
Motion passed unanimously.

B. Play >> Process and procedure relating to applications for and distribution of ARPA funded Business and CBO Grants; discussion and possible action.

DeAnne Blankenship presented an outline on Small Business and CBO application process and eligibility of grant funded activities/ services:

Clint Koble made recommendations regarding the small business and CBO grants funded by ARPA funds.

Supervisor Hagwood spoke to his concerns in regards to the capacity of County Staff managing these funds.

Staff has been directed to draft an RFP (Request for Proposal) for bids to Manage the ARPA grant funds for County to grant to small Business and CBO.

C. Play >> Appointments

Select a Delegate and Alternate for the 2022 Rural Counties' Environmental Services Joint Powers Authority (ESJPA); discussion and possible action.

**Motion:** Select a John Mannle, Director of Public Works as Delegate and Sean Graham, Solid Waste Program Manager as Alternate for the 2022 Rural Counties' Environmental Services Joint Powers Authority (ESJPA); **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.  
Motion passed unanimously.

D. Play >> CORRESPONDENCE

Supervisor Greg Hagwood received correspondence regarding building process; ARPA fund distribution; and the difficulties the Meadow Valley Cemetery District Board are facing.

Supervisor Sherri Thrall received correspondence regarding the green waste disposal and the number of days they are open; also correspondence from local contractors that they are having a hard time getting plan approvals out of the Building Department due to plan review.

Supervisor Jeff Engel received correspondence regarding the water tank replacement in Johnsville; correspondence regarding green waste and pine needle disposal; and correspondence regarding the Meadow Valley Cemetery District.

Supervisor Dwight Ceresola received correspondence from District 1 Fish and Game Commission; Sierra Valley Groundwater District; correspondence regarding Davis Lake and Frenchman's Lake opening dates.

Supervisor Kevin Goss received correspondence from the Forest Service regarding the Antelope Lake Project; Meadow Valley Cemetery District; and the Indian Valley Cemetery District.

E. Play >> 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 a meeting at the Juvenile Justice Commission; Quincy Rotary Golf Tournament.

Reported by Supervisor Thrall regarding matters related to County Government and reported a relatively quiet week, with routine meetings with constituents.

Reported by Supervisor Engel regarding matters related to County Government and include two League of Women Voter Forums; and various routine meetings with constituents.

Reported by Supervisor Ceresola regarding matters related to County Government and reported routine meetings with constituents.

Reported by Supervisor Goss regarding matters related to County Government and include a meeting with Doug LaMalfa in Greenville, the State of California Timberland Owner Association annual conference.

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## 7. Play >> CLOSED SESSION

### Play >> ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation; Chuck White, Building Department Director.
- B. 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
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases)

### Play >> REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Goss reported out of closed session, there was no reportable action taken in Closed Session.

### Play >> 12:22 P.M. - ADJOURNMENT

Adjourned meeting to Tuesday, May 17, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

**RESOLUTION NO. 21-3601**

**A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL  
EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN  
PLUMAS COUNTY**

**WHEREAS**, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

**WHEREAS**, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

**WHEREAS**, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

**WHEREAS**, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

**WHEREAS**, it has been found that local resources are unable to cope with the effects of said emergency;

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

**BE IT FURTHER RESOLVED**, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

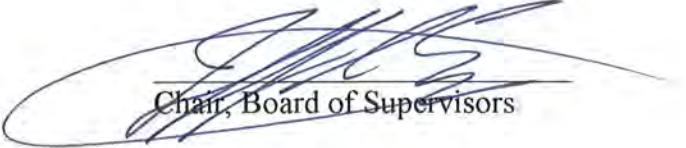
**BE IT FURTHER PROCLAIMED AND ORDERED** that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Dee Pitman  
Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL  
EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES  
IN PLUMAS COUNTY

**WHEREAS**, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

**WHEREAS**, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

**WHEREAS**, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

**WHEREAS**, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

**BE IT FURTHER RESOLVED**, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

**BE IT PROCLAIMED AND ORDERED** that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

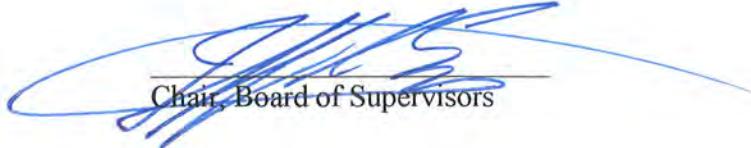
NOES: None

ABSENT: None

ATTEST:



Didi Patman  
Clerk of the Board of Supervisors



Chair, Board of Supervisors

# Item 5B

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S  
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

**WHEREAS**, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

**WHEREAS**, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

**WHEREAS**, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

**WHEREAS**, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

**WHEREAS**, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS  
BY PLUMAS COUNTY HEALTH OFFICER  
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

**WHEREAS**, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

**WHEREAS**, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

**WHEREAS**, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

**WHEREAS**, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

**WHEREAS**, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

**WHEREAS**, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

**WHEREAS**, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

**WHEREAS**, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

**WHEREAS**, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

**WHEREAS**, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

**WHEREAS**, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

**WHEREAS**, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

**WHEREAS**, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

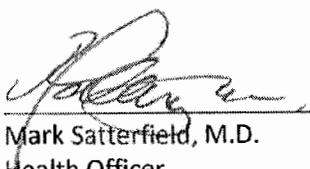
**NOW, THEREFORE, IT IS DECLARED** that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

**NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED** that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

**NOW, THEREFORE, BE IT RESOLVED** the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm  
a.m./p.m. of the 26<sup>th</sup> day of July, 2021.

7/26/21  
Date

  
\_\_\_\_\_  
Mark Satterfield, M.D.  
Health Officer  
County of Plumas

**Planning & Building Services  
Code Enforcement Office**

555 Main Street, Quincy, CA 95971  
(530) 283-7002



**Case Report**

**Location of Violation:** 134 Roeder Ave, Indian Falls, CA

**Case No:** 22-00020

**APN:** 005-055-007-000

**Property Owner Name:** Ralph & Joanne Niel

**Date:** Wednesday, June 8, 2022

**Reporting Officer:** Jennifer Langston CCEO #C45666093

---

**Narrative:** On July 26, 2021, Dr. Mark Satterfield, County of Plumas Local Health Officer, declared a Health Emergency Pursuant to California Health and Safety Code Section 101080 due to the Beckwourth Complex Fire and the Dixie and Fly Fire. According to the Department of Toxic Substances Control; after a major wildfire disaster, the potential for widespread toxic exposure and threats to public health exists due to the incineration of building materials which may contain siding, roofing tiles, and insulation, resulting in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. The exposure of debris and ash from residential and commercial structure fires which include hazardous waste such as paint, gasoline, compressed gas cylinders, and other chemicals that may have been stored in the burned structures, may also lead to acute and chronic health effects, and may cause long-term public health and environmental impacts.

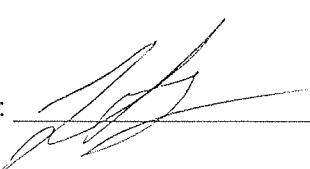
December 21, 2021, was the deadline for enrolling in the Alternative Program, set by the Plumas County Board of Supervisors. The property, located at 134 Roeder Ave, Indian Falls, CA, APN: 005-055-007-000, identified by the Plumas County Assessor's Office, Tax Roll, as Ralph W & Joanne E Niel; owner of the said property. The Plumas County Tax Roll also indicates the property is and has been in default since 2013.

As of 6/6/2022, this property had not enrolled in the Alternative Program for the cleanup from the devastating Dixie Fire and violates the following:

Plumas County Code Section 4-9.204; Removal of Structural Debris and Hazard Trees  
Through the Government Program.

Plumas County Code Section 4-9.205; Owner's Removal of Structural Debris through the  
Alternative Program.

A pending Code Enforcement Violation for building without a permit, confirms a structure was constructed on the said property without ever obtaining building permits. Case Number 2007-00004, indicates a structure was on the property and plans were submitted to the Building Department, however the building was not to code therefore the property owners were unable to obtain the appropriate building permits and remained in violation until the Dixie

Signature:  Date: 6/8/2022

Planning & Building Services  
Code Enforcement Office

555 Main Street, Quincy, CA 95971  
(530) 283-7002



Fire destroyed the structure.

The Office of Code Enforcement sent the Beckwourth Complex and Dixie Fires Debris Removal Violation 10-Day Abatement Notice and Order, May 23, 2022, Certified Mail. According to USPS Tracking the letter was returned due to Addressee Unknown, June 3, 2022.

The Office of Code Enforcement was never contacted by any persons invested in the property in question.

As of June 6, 2022, the above property had not been corrected, and paperwork had not been received for the Plumas County Fire Debris Removal Program. On June 9, 2022, the Office of Code Enforcement sent a Notice of Beckwourth Complex and Dixie Fire Debris Nuisance Abatement Hearing, Certified Mail and posted on-site at 134 Roeder Ave, Indian Falls, CA.

Plumas County  
Planning & Building Services  
Code Enforcement Office  
555 Main Street, Quincy, CA 95971  
(530) 283-7002

Signature:

A handwritten signature in black ink, appearing to read "Jeff H".

Date: 6-8-2022

Case #:	07	4	V	Dept	B	dt/tm	01/19/2007	13:56	offc	Q	Stt	P	Xrf		Viol	
Iss		tm		Age		Exp		Close		contt		OWNER			<input type="button" value="Find"/>	
Type-of-Work: BUILDING W/OUT PERMIT													Add By:	dmliller		<input type="button" value="Next"/>
Owner: Name: NIEL, RALPH & JOANNE													date:	01/19/2007		<input type="button" value="Prev"/>
Addr: P.O. BOX 193													Upd By:			<input type="button" value="1st"/>
CRESCENT MILLS, CA 95934													date:			<input type="button" value="Last"/>
Phone: Home: <input type="text"/> Bus: <input type="text"/> FAX: <input type="text"/>															<input type="button" value="Add"/>	
Contr:		Name: <input type="text"/>											Class:	<input type="text"/>	<input type="button" value="Upd"/>	
Addr:	<input type="text"/>														<input type="button" value="2.fees"/>	
Phone: Bus:		FAX: <input type="text"/>			Cel: <input type="text"/>								<input type="button" value="Mail"/>			
Design:		Name: <input type="text"/>											Class:	<input type="text"/>	<input type="button" value="Cmmnt"/>	
Site:Parcel No.	5055007		0	--- Type ---		Stat		Date		By				<input type="button" value="0.Parcel_Ref"/>		
Lot-No:		Subdv: <input type="text"/>			Own.ship		A	01/18/2007		DJM				<input type="button" value="Hcopy"/>		
Addr:	134 ROEDER AVE			Schl Tax		N								<input type="button" value="Rpt"/>		
Location:	84	INDIAN FALLS			Engn.Dpt		N							<input type="button" value="Exit"/>		
Office:	Q	Area: <input type="text"/>			Env. Hth		N									
Fee:	0.00	Rcvd:	0.00	Due:	0.00	Planning	N									
Values Total:		SMIP:			0.00	Rvw Lvl	N									
Permit:	0.00	Plan Check:		0.00	Inspection:		0.00									
SMP:	0.00	Misc:		0.00	Impact Fee:		0.00									

Case notes maintenance.

O/R

Press enter when done

Press F1 to update, F2 to delete or Ctrl-I to insert

 OKCase #:   Violation: 

line Date Comments

line	Date	Comments
1	02/10/2009	2/10/09
2	02/10/2009	Neighbor came in; Neils are still living in trailer and have accumulated junk all around. Will drive by next time
3	02/10/2009	I go north and check property. djm
4	02/10/2009	confirmed with site visit that condition remains the same as mentioned in the complaint document. House is lived in and it appears that construction activity is being
5	04/16/2003	performed. Ladder against house and appears that roof or frame work at North side of the house is being done. 4-2-03
6	04/16/2003	Lorenzo
7	04/16/2003	4/3/07
8	04/16/2003	Paul and Bill Kelly reviewed the plans. They are not acceptable as they are and do not meet the current codes.
9	04/16/2003	They can stay in their trailer on the property for 120 days with an approved water and septic hook up. If they plan to build, they can apply for their permits while staying for
10	04/16/2003	
11	04/03/2007	
12	04/03/2007	
13	04/03/2007	
14	04/03/2007	
15	04/03/2007	
16	04/03/2007	

OVR



05/23/2022 10:12









APN: 005-055-007-000 134 Roeder Ave, Indian Falls, CA Ralph & Joanne Niel. Structure located on Property with >50% from Dixie Fire

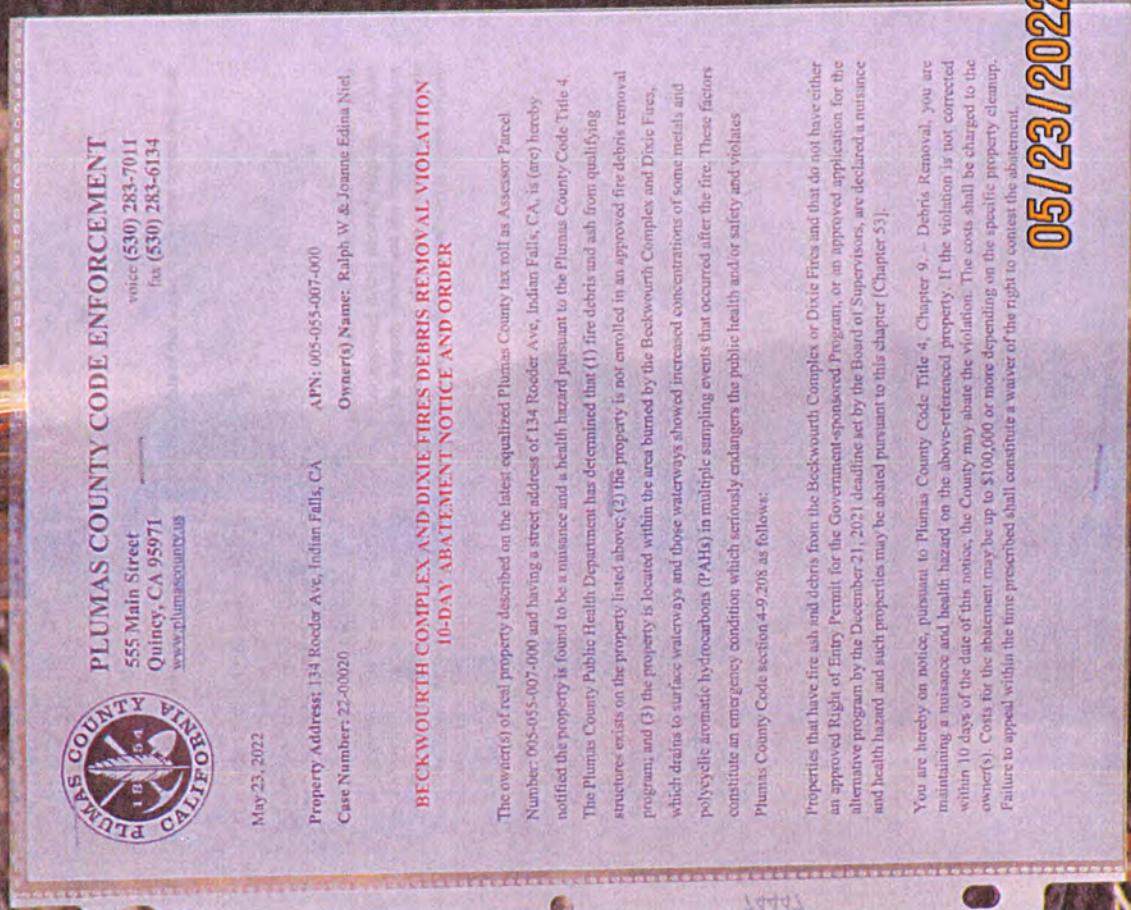


APN: 005-055-007-000 134 Roeder Ave, Indian Falls, CA Ralph & Joanne Niel. 10-day Abatement Notice Posted on site.



APN: 005-055-007-000 134 Roeder Ave, Indian Falls, CA Ralph & Joanne Niel. 10-day Abatement Notice Posted on site.

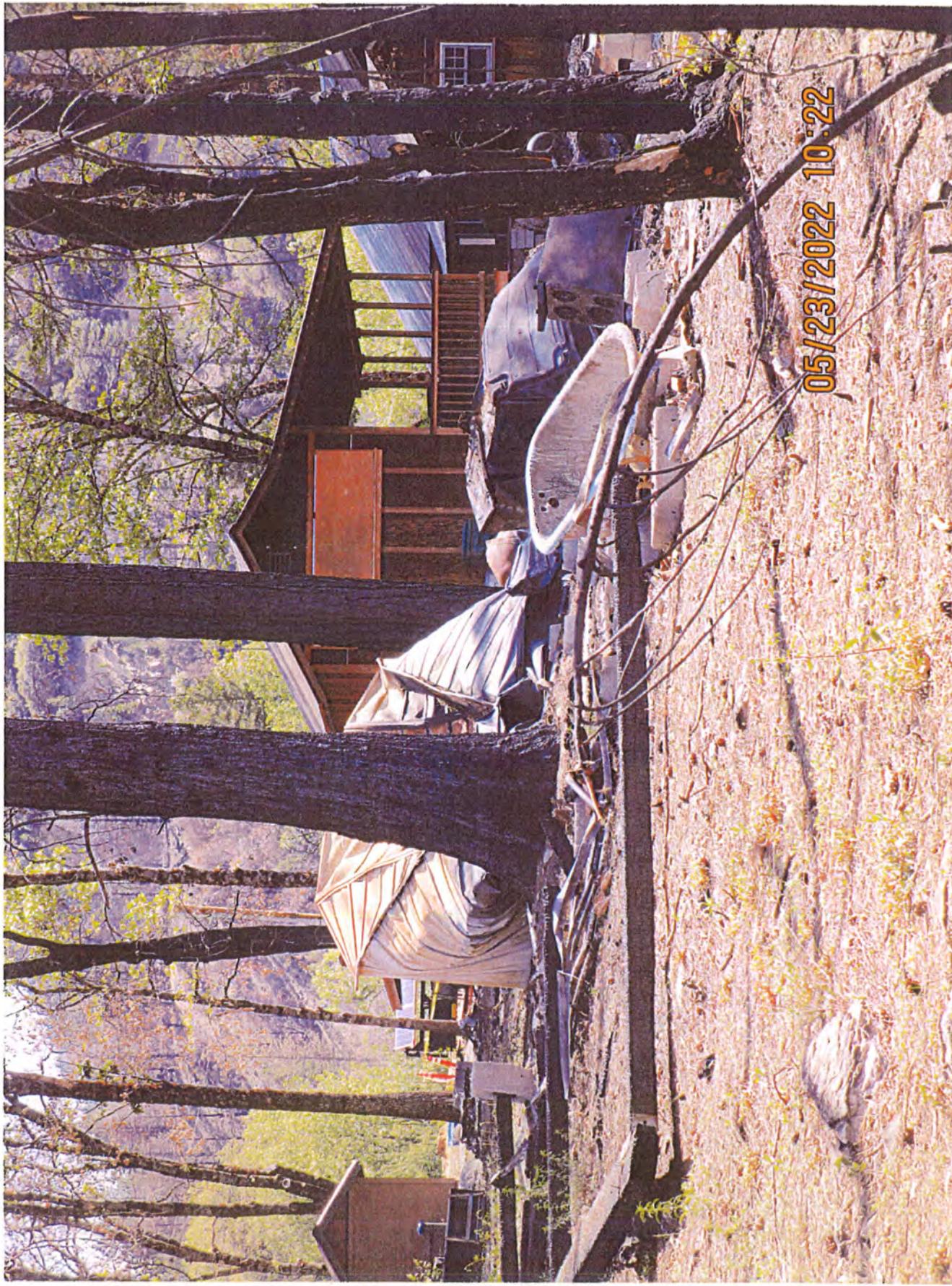


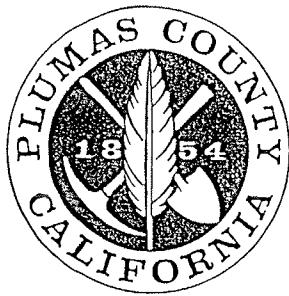




05/23/2022 10:21







## PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street  
Quincy, CA 95971  
[www.plumascounty.us](http://www.plumascounty.us)

voice (530) 283-7011  
fax (530) 283-6134

May 23, 2022

**Property Address:** 134 Roeder Ave, Indian Falls, CA

**APN:** 005-055-007-000

**Case Number:** 22-00020

**Owner(s) Name:** Ralph W & Joanne Edina Niel

### BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS REMOVAL VIOLATION 10-DAY ABATEMENT NOTICE AND ORDER

The owner(s) of real property described on the latest equalized Plumas County tax roll as Assessor Parcel Number: 005-055-007-000 and having a street address of 134 Roeder Ave, Indian Falls, CA, is (are) hereby notified the property is found to be a nuisance and a health hazard pursuant to the Plumas County Code Title 4. The Plumas County Public Health Department has determined that (1) fire debris and ash from qualifying structures exists on the property listed above; (2) the property is not enrolled in an approved fire debris removal program; and (3) the property is located within the area burned by the Beckwourth Complex and Dixie Fires, which drains to surface waterways and those waterways showed increased concentrations of some metals and polycyclic aromatic hydrocarbons (PAHs) in multiple sampling events that occurred after the fire. These factors constitute an emergency condition which seriously endangers the public health and/or safety and violates Plumas County Code section 4-9.208 as follows:

Properties that have fire ash and debris from the Beckwourth Complex or Dixie Fires and that do not have either an approved Right of Entry Permit for the Government-sponsored Program, or an approved application for the alternative program by the December 21, 2021 deadline set by the Board of Supervisors, are declared a nuisance and health hazard and such properties may be abated pursuant to this chapter [Chapter 53].

You are hereby on notice, pursuant to Plumas County Code Title 4, Chapter 9. – Debris Removal, you are maintaining a nuisance and health hazard on the above-referenced property. If the violation is not corrected within 10 days of the date of this notice, the County may abate the violation. The costs shall be charged to the owner(s). Costs for the abatement may be up to \$100,000 or more depending on the specific property cleanup. Failure to appeal within the time prescribed shall constitute a waiver of the right to contest the abatement.

The owner(s) may appeal the violation within 10 days of the date of this notice. The written appeal shall state the basis for the appeal. Address appeals to:

Plumas County Clerk of the Board of Supervisors

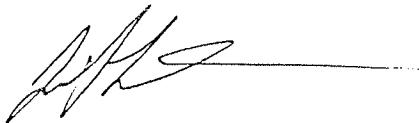
520 Main Street, Room 309

Quincy, CA 95971

Appeals may also be emailed to: [pcbs@countyofplumas.com](mailto:pcbs@countyofplumas.com)

The owner(s) may correct the violation and avoid the expense of abatement by immediately contacting the Plumas County Debris Removal Center and signing up for an approved debris removal program. A valid application containing the names and signatures of both the property owner and the licensed contractor performing the work is required. Enrolling in a debris removal program allows the owner(s) to come into compliance with Plumas County Code Title 4, Chapter 9. You may call the Plumas County Right-of-Entry center at 530.283.7080 for more information.

Respectfully,



Jennifer Langston  
Chief Code Enforcement Officer  
Plumas County Code Enforcement  
(530) 283-7002  
[CodeEnforcement@countyofplumas.com](mailto:CodeEnforcement@countyofplumas.com)



# PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street  
Quincy, CA 95971  
[www.plumascounty.us](http://www.plumascounty.us)

voice (530) 283-7011  
fax (530) 283-6134

June 8, 2022

**Property Address:** 134 Roeder Ave, Indian Falls, CA

**APN:** 005-055-007-000

**Case Number:** 22-00020

**Owner(s) Name:** Ralph W & Joanne Edina Niel

## NOTICE OF BECKWOURTH COMPLEX AND DIXIE FIRES DEBRIS NUISANCE ABATEMENT HEARING

The owner(s) and occupant(s) of real property described on the latest equalized Plumas County tax roll as Assessor Parcel Number 005-055-007-000 and having a street address of 134 Roeder Ave, Indian Falls, California is (are) hereby notified to appear before the Board of Supervisors of the County of Plumas at June 21, 2022, Time Certain, located at 520 Main Street, Quincy, California, to show cause, if any there be, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Plumas County Code. The Enforcement Officer(s) for the Structural Debris and/or Hazard Tree Removal Program has determined that conditions exist on the above property which constitute a public nuisance and violate Plumas County Code Section(s) 4-9.204 and 4-9.205, as follows: parcel has not been included in either the state debris cleanup program or the County's Alternative Program. After hearing, if a violation is found to have existed at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, the cost of abating such violation, including, but not limited to, the cost of the Hearing Officer, the cost of prior time and expenses associated with bringing the matter to hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses may become a lien against the subject property. If an abatement lien is recorded, it will have the same force and effect as an abstract of judgment which is recorded as a money judgment obtained in a court of law. If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

In preparing for such hearing, you should be aware that if an initial showing is made by the County, sufficient to persuade the Hearing Officer that a public nuisance existed on your property at the time the Notice of Beckwourth Complex and Dixie Fires Debris Nuisance Abatement Hearing was posted on the property, you will then have the burden of proving that no public nuisance exists on your property. Therefore, you should be prepared to introduce oral and documentary evidence proving why, in your opinion, your use of the property is not a public nuisance as defined in the Plumas County Code. A copy of Article II of Plumas County Code Title 4, Chapter 9 relating to Mandatory Debris and Hazard Tree Removal and related abatement hearings is enclosed to assist you in the preparation of your presentation.

If an initial showing sufficient to persuade the Hearing Officer that a public nuisance existed on your property is made by the Enforcement Officer, your failure to sustain the burden of showing that no public nuisance existed on the property may result in a decision by the Hearing Officer that a public nuisance did exist, an order to abate the nuisance (which may also result in a later judicial order to the same effect) and that the County is entitled to recover its Administrative Costs.

Further, if the Hearing Officer finds that a public nuisance continues to exist on your property and you fail to abate the nuisance promptly, the County may abate the nuisance. If the County abates the nuisance, you may be responsible for the actual costs of the abatement, including the costs to the County of the administrative hearing, and such costs may be placed as a lien against your parcel by the County.

Finally, if the Hearing Officer finds that a public nuisance existed or exists on your property, a violation of the Plumas County Code, the County will contend that you are bound by such finding at any subsequent judicial action to enforce the Hearing Officer's order.

**IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO APPEAR AND RESPOND AT THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE PLUMAS COUNTY CODE. TO PREVENT THE ACCRUAL OF ADDITIONAL COSTS, YOU MUST CONTACT THE ENFORCEMENT OFFICER AND ARRANGE A TIME FOR THE ENFORCEMENT OFFICER TO INSPECT YOUR PROPERTY AND CONFIRM THAT THE VIOLATION(S) HAVE BEEN CORRECTED.**

Dated: June 8, 2022

COUNTY OF PLUMAS

BECKWOURTH COMPLEX AND DIXIE FIRES RECOVERY –  
STRUCTURAL DEBRIS/HAZARD TREE REMOVAL  
ENFORCEMENT OFFICER

By:



Jennifer Langston  
Chief Code Enforcement Officer

Enclosure: Article II of Plumas County Code, Title 4, Chapter 9

Track Another Package 

Tracking Number: 70202450000122116083

Remove 

Your item was returned to the sender on June 3, 2022 at 3:05 pm in ACAMPO, CA 95220 because the addressee was not known at the delivery address noted on the package.

USPS Tracking Plus® Available 

## Addressee Unknown

June 3, 2022 at 3:05 pm  
ACAMPO, CA 95220

Feedback

---

Text & Email Updates 

---

Tracking History 

---

USPS Tracking Plus® 

---

Product Information 

See Less 

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Can't find what you're looking for?

[Track Another Package +](#)

**Tracking Number:** 70202450000122116229

[Remove X](#)

Your item was returned to the sender on June 8, 2022 at 9:52 am in ACAMPO, CA 95220 because the addressee moved and left no forwarding address.

**USPS Tracking Plus® Available** ▾

## Moved, Left no Address

June 8, 2022 at 9:52 am  
ACAMPO, CA 95220

[Feedback](#)

[Get Updates](#) ▾

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[Text & Email Updates](#) ▾

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[Tracking History](#) ▾

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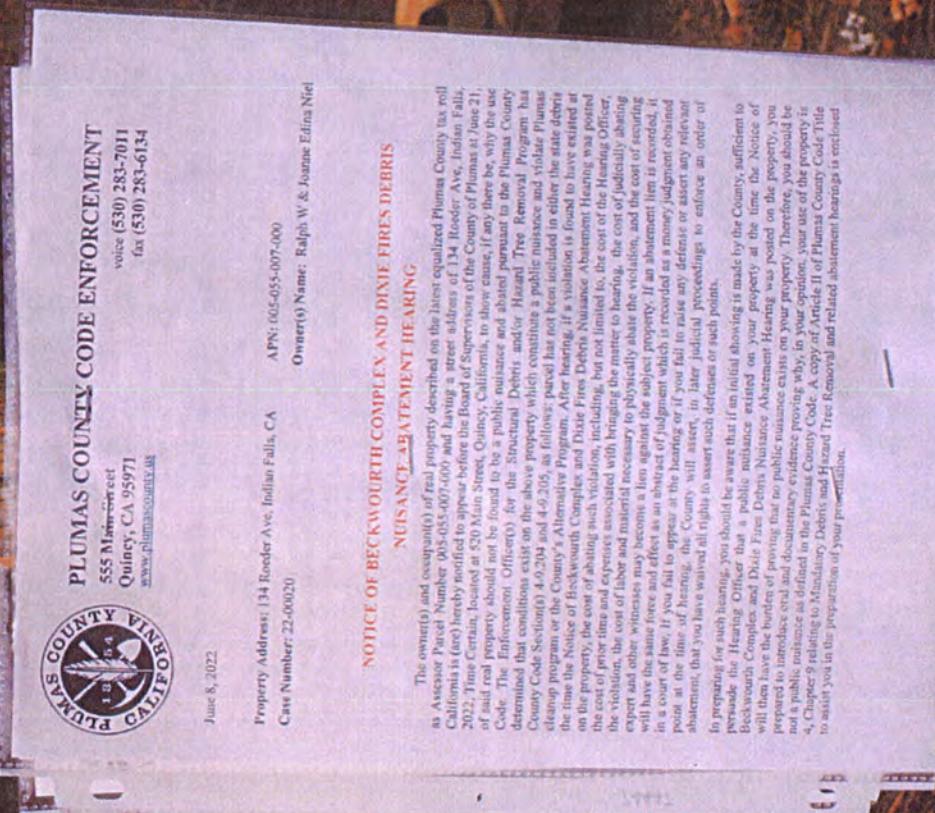
[USPS Tracking Plus®](#) ▾

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[Product Information](#) ▾

[See Less](#) ^





06/08/2022 16:42

Assmt: 005-055-007-000 Tax Year 2021 As Of Date 06/08/2022 Owner's Name NIEL RALPH W &amp; JOANNE EDNA

...  
...  
...  
...  
...

## Description

154 ROEDER AVE

INDIAN FAULS CA

Fee Parcel

005-055-007-000

Original Asmt

005-055-007-000

Supplemental Count

0

Rate

400-0.000 rate - (0.0%)

Taxes

1  
LATE  
2  
Total

Date	Amount	Bill Type	Status	C	TRA	Phone Number	Lender Number
12/10/2021	04/10/2022						053-101
	\$141.46	\$161.46	\$302.92	SP	Event Date		
Total Due	\$0.00	\$0.00	\$0.00	000	Printed Date		10/13/2021
Total Paid	\$141.46	\$141.46	\$141.46	\$0.00	Lot SqFT		0.00
Balance				\$302.92	Fee Parcel		

Situs 1

Situs 2

Name

Name

Phone Number

Phone Number

Phone Number

Phone Number

Coll. Refunds

R/C Refunds

Suppl. Index

Address 1 29027 NORTH GRAHAM ROAD

Address 2 ACAMPO CA 95220

Address 3

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Contact Number

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Description

154 ROEDER AVE

INDIAN FAULS CA

Fee Parcel

005-055-007-000

Original Asmt

005-055-007-000

Supplemental Count

0

Rate

400-0.000 rate - (0.0%)

Name

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Phone Number

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400-0.000 rate - (0.0%)

Name

Name

## Building Division Parcel & Ownership Query



151  
213

### Assessor Parcel (APN)

\*FOR LATEST SALE COMPS (From 2020 to present) see end of table below\*

APN 005055007

Approx. Acres (GIS) 0.58 +/-

Owner NIEL RALPH W & JOANNE EDINA

c/o

Mailing Address 25027 NORTH GRAHAM ROAD

City ACAMPO

State CA

Zip 95220

TRA (Tax Rate Area) 053-101

Assessor Tax Map [Link](#)

Assessor Land

Use Code (Vacant Lot with/Misc Improvement) 000

Assessor Taxability Code (Normal Ownership) 000

173  
005055111

176  
005055511

179  
0050556006

200

0050555007

134

201  
0053801ROW  
THIRD ST

005382015  
005382015

88

142  
005054014  
124

HANNON AVE  
005050ROW

151  
005055012

200

0053801ROW

THIRD ST

005382015  
005382015

88

20 m  
50 ft

Plumas County GIS ©2022



## BOARD OF SUPERVISORS STAFF REPORT

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Tim Evans, Senior Planner *(Signature)*

**MEETING DATE:** June 21, 2022

**SUBJECT:** **PUBLIC HEARING: AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2 DEFINITIONS, SEC. 9-2.276 - "PUBLIC SERVICE FACILITY"**

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### **RECOMMENDATION:**

Staff recommends Board of Supervisors take the following actions:

- I. Hold the public hearing on the Ordinance.
- II. Introduce and waive the first reading of the Ordinance.
- III. Schedule public hearing for adoption of the Ordinance at the next regularly scheduled Board of Supervisors meeting.

### **BACKGROUND:**

Various applicants, specifically nonprofit organizations, have contacted the Planning Department seeking approval (i.e., through the discretionary special use permit process) for "Public service facility" uses, which include, but are not limited to, "a facility for the provision of services to the public by a public agency." Although the applicants are providing a service to the public, these entities are not specifically public agencies, but do receive governmental funding.

What has resulted is a case-by-case interpretation by the Planning Director of the definition of "Public service facility" as it relates to entities that are not public agencies. Therefore, to provide greater clarity and intent, the definition of "Public service facility" is proposed to be amended, thereby eliminating the need for an interpretation by the Planning Director.

### **DISCUSSION:**

To initiate the amendment of the definition, Planning staff researched nonprofit organizations and created a draft definition that was introduced to the Planning Commission during a workshop at the regularly scheduled meeting of March 3, 2022. The Planning Commission held subsequent workshops at the regularly scheduled Planning Commission meetings of March 17, 2022 and April 7, 2022 to review, take public comment, and propose amendments to the draft "Public service facility" definition.

The March 17, 2022 workshop involved an in-depth discussion that resulted in three major questions from the Planning Commissioners:

1. Does the definition of Public service facility include a school facility such as Plumas Charter School?

*The definition of Public service facility does not include a school facility due to the "School" use being defined separately by Plumas County Code Sec. 9-2.285 - School.*

2. How are the excluded uses within the "Public service facility" definition ("health services," "child day care facilities," and "community care facilities") defined in Plumas County Code?

*The definitions from Plumas County Code for each use listed as an exclusion was provided to the Commissioners for review.*

3. Where are Public service facilities not permitted, permitted by right, and permitted subject to the issuance of a special use permit?

*The Public service facility use is permitted, subject to approval of a special use permit, in all zones except for Open Space (OS) and Lake (L).*

The last workshop held on April 7, 2022, resulted in the Planning Commission making a motion directing staff to bring the definition back in ordinance format, with the following amendments, for a public hearing before the Planning Commission:

1. *Keep the proposed wording of "nonprofit organization," "benefiting the public," and "furthering a social cause"*
2. *Remove "donations" and "grants" in "...private donations and government grants..." and add "sources" to the end of phrase to read "...private and government sources..."*
3. *Add "/or" to "and" in "...private and government..." to read "...private and/or government..."*

A properly noticed public hearing was held on May 5, 2022, by the Planning Commission for the Ordinance. During the public hearing, an emailed public comment (Attachment 1) was read aloud by Commissioner Charles Leonhardt with concerns of what is driving the change to the definition. No further comments were provided and the public hearing was closed to allow discussion of the Ordinance by the Planning Commission.

The discussion amongst the Planning Commission centered around the process by which "Public service facility" uses are permitted. Planning staff provided the following as background to the Planning Commissioners discussion and confirmed that "Public service facility" uses are subject to the discretionary special use permit process, including public noticing and a public hearing:

- Plumas County Code permits a "Public service facility" use subject to the issuance of a special use permit in all zones, except the Open Space (OS) and Lake (L) zones.

- The purpose of a special use permit is to permit and control uses which have the potential to be socially, economically, or environmentally incompatible with the surrounding area.
- The special use permit process consists of an initial 30-day review for project completeness by the Planning Department and various other departments and agencies; an Initial Study to analyze environmental impacts in compliance with the California Environmental Quality Act (CEQA); staff project analysis and recommendation to the Zoning Administrator to approve, approve with conditions, or deny project; and a public hearing before the Zoning Administrator to take action on the special use permit.

Further, Planning staff clarified that the action to amend the definition of "Public service facility" in no way changes the required discretionary special use permit process. Amending the definition of "Public service facility" is only to provide clarification in the Code rather than an interpretation by the Planning Director that nonprofit organizations may apply for a special use permit for the "Public service facility" use.

Subsequently, the Planning Commission adopted Resolution Number P.C. 2022-1 (Attachment 2) making recommendations to the Board of Supervisors on the Ordinance to:

1. Find that the amendment of the definition of "Public service facility" by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.
2. Adopt the Ordinance amending Title 9 Planning and Zoning of the Plumas County Code as shown in Exhibit "A" attached.

The proposed amended definition, incorporating all suggested changes from the Planning Commission workshops and a code reference clean up (i.e., "subsection (na)(39) of Section 6-10.1024 of Article 1 of Chapter 10 of Title 6 of this Code,"), is included as Exhibit "A" to the proposed Public Service Facility Ordinance (Attachment 3) in this Staff Report.

#### **CEQA COMPLIANCE AND DETERMINATION:**

Based on the Initial Study prepared by Planning staff, the Ordinance adoption is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

#### **ATTACHMENTS**

1. **Public Comment**
2. **Resolution Number P.C. 2022-1**
3. **Proposed Public Service Facility Ordinance No. 2022- with Exhibit "A"**

## Evans, Tim

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**From:** chuck leonhardt <chuck\_leonhardt@hotmail.com>  
**Sent:** Sunday, June 12, 2022 11:39 AM  
**To:** Evans, Tim  
**Subject:** FW: Planning board change in regulations  
**Attachments:** Staff Report\_PSF Ord[9918].pdf

**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.**

Tim,  
Per your request.  
Chuck

Sent from Mail for Windows

**From:** chuck leonhardt  
**Sent:** Monday, May 2, 2022 10:22 AM  
**To:** john@bkcpas.net  
**Subject:** RE: Planning board change in regulations

John, I have attached the Staff Report issued in conjunction with the non-profit issue. The commission will discuss this item on Thursday. Kindly review the staff report and provide me any input, suggestions or concerns that you may have. The Commission will meet in the Board of Supervisors room at 10:00 am should you wish to attend.

Chuck

Sent from Mail for Windows

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**From:** john@bkcpas.net <john@bkcpas.net>  
**Sent:** Tuesday, April 26, 2022 9:09:46 AM  
**To:** 'chuck leonhardt' <chuck\_leonhardt@hotmail.com>  
**Subject:** Planning board change in regulations

Hey Chuck, I saw the notice of public hearing and noticed you were on the board. I got a bit uncomfortable from the heading. There is a lot of money flowing through to non profits due to covid and dixie fire. There are a lot of non profits that fit and receive non profit status but act more like a private business with high salaries etc for the ppals. As a percentage of the population they serve its very small. My question is who is driving the train to be treated as a government entity for planning commission purposes. Is the goal truly for the public good or the ability to circumvent normal business ordinances. Is this something that is generally a good idea or is it just one organization trying to circumvent rules. Is these changes something you support?

*John A. Kimmel*

Certified Public Accountant

Bequette & Kimmel

*Accountancy Corporation*

307 West Main Street

Quincy, CA 95971

530-283-0680

RESOLUTION NUMBER P.C. 2022-1

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT AN ORDINANCE BE ADOPTED  
AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING,  
ARTICLE 2 DEFINITIONS, SEC. 9-2.276 – “PUBLIC SERVICE FACILITY”  
AND THE BOARD OF SUPERVISORS FIND THE ORDINANCE ADOPTION EXEMPT FROM THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15061(b)(3)

WHEREAS, an amendment to Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, Sec. 9-2.276 – “Public service facility” is necessary to provide greater clarity and intent of the definition in relation to nonprofit organizations, thereby eliminating the need for an interpretation by the Planning Director; and

WHEREAS, the Planning Commission held workshops on March 3, 2022, March 17, 2022, and April 7, 2022, to review, take public comment, and propose amendments to the definition of “Public service facility;” and

WHEREAS, the Planning Commission held a properly noticed public hearing on May 5, 2022, for the proposed ordinance and received testimony from all interested parties; and

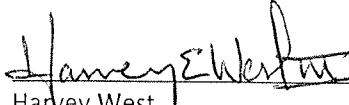
NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors:

1. Find that the amendment of the definition of “Public service facility” by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.
2. Adopt the Ordinance amending Title 9 Planning and Zoning of the Plumas County Code as shown in Exhibit “A” attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 5<sup>th</sup> day of May, 2022, by the following roll call vote:

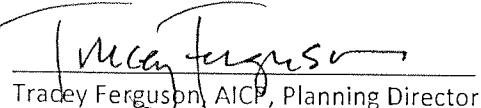
AYES:	Commissioners: CHRIS SPENCER, MOUREA HOFFMAN STOUT, CHARLES LEONHARDT & HARVEY WEST
NOES:	Commissioners:
ABSTAIN:	Commissioners:
ABSENT:	Commissioners: TOM McGOWAN

Said resolution to be effective as of the 5<sup>th</sup> day of May, 2022.

  
Harvey West

Vice-Chair, Plumas County Planning Commission

ATTEST:

  
Tracey Ferguson, AICP, Planning Director

**ORDINANCE NO. 2022-**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING  
PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING,  
ARTICLE 2 DEFINITIONS, SEC. 9-2.276 - "PUBLIC SERVICE FACILITY"**

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

**SECTION 1. Ordinance Amendment**

Section 9-2.276 – Public service facility of Article 2 Definitions of Chapter 2 Zoning of Title 9 Planning and Zoning of the Plumas County Code is amended and adopted as set forth in Exhibit “A.”

**SECTION 2. Effective Date**

This ordinance shall become effective 30 days from the date of final passage.

**SECTION 3. Codification**

This ordinance shall be codified.

**SECTION 4. Publication**

A summary of this ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, at the board of supervisors’ chambers and shall remain posted thereafter for at least one (1) week.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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Kevin Goss, Chair, Board of Supervisors

ATTEST:

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Heidi White, Clerk of the Board

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

## Exhibit "A"

### Sec. 9-2.276. - Public service facility.

"Public service facility" shall mean a facility for the provision of services to the public by a public agency; **a facility for the provision of services to the public by a nonprofit organization benefiting the public, furthering a social cause, and is funded through private and/or government sources;** cemeteries; and disposal sites as defined in subsection **(na)(39)** of Section 6-10.1024 of Article 1 of Chapter 10 of Title 6 of this Code, but shall not include health services, child day care facilities, or community care facilities.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 86-623, eff. February 6, 1986)