



Board of Supervisors

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

**AGENDA FOR REGULAR MEETING
JUNE 20, 2023 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

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.

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

Public@countyofplumas.com

CALL TO ORDER

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. UPDATES AND REPORTS

- A. Presentation by the Plumas County Board of Supervisors of a Resolution recognizing and commending , Robbie Cassou, Quincy Fire Chief for his years of dedicated service to the Citizens of Plumas County, wishing him a well-deserved retirement.
- B. **DIXIE FIRE COLLABORATIVE**
Report, update, and discussion on Dixie Fire Collaborative efforts
- C. **US FOREST SERVICE** - US FOREST SERVICE
Report and update.
- D. **MUNIS HR/PAYROLL MODULE UPDATE**
Report and update on Pentamation, Tyler/Munis software migration and efforts.

2. CONSENT AGENDA

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

A. SOCIAL SERVICES DEPARTMENT

- 1) Approve and authorize the Chair to sign an Agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system for FY 2023-24; is not to exceed \$30,000, and does not impact the General Fund; approved as to form by County Counsel. **View Item**

B. PLUMAS COUNTY LIBRARY

- 1) Approve and authorize the County Librarian to recruit and fill the Extra-Help Library Aide position for Greenville. **View Item**

C. SHERIFF

- 1) Approve and authorize the Chair to sign an Agreement between the Sheriff's Office and National Medical Services (d/b/a NMS Labs) to conduct laboratory testing for coroner's investigations, not to exceed \$30,000.00 dollars for the 2 year term; approved as to form by County Counsel. **View Item**
- 2) Approve and Authorize the Chair to sign an Agreement between the Sheriff's Office and Prentice Long, PC Firm for law enforcement legal services for FY 2023-24; not to exceed \$30,000.00 a year; approved to form by County Counsel. **View Item**

D. FAIRGROUNDS

- 1) Approve and authorize the Chair to sign an Agreement between the Plumas -Sierra County Fair and The Canine Stars, Inc. for entertainment at the 2023 Plumas Sierra County Fair, for FY 2023/2024; not to exceed \$11,200.00; approved as to form by County Counsel. **View Item**
- 2) Approve and authorize Chair to sign the First Amendment to License Agreement by and between Plumas County and High Sierra Music, Inc. for use of the Plumas-Sierra County Fairgrounds; approved as to form by County Counsel. **View Item**

E. FARM ADVISOR

- 1) Approve and authorize the Chair to sign Amendment No.1 to an Agreement between the County of Plumas and The Regents of the University of California, to provide continued services for FY 2022-23; not to exceed \$19,585.00; approved as to form by County Counsel. **View Item**

F. PLANNING

- 1) Approve and ratify Chair signature on Plumas County Letter of Support for the Sierra Valley Groundwater Management District (SVGMD) Grant Application to DWR for the Sustainable Groundwater Management (SMG) Grant Program's Sustainable Groundwater Management Act (SGMA) Implementation Round 2 - Application Number 2022SIR20030. **View Item**
- 2) Approve and authorize the Planning Department to recruit and fill, funded and allocate; (one) 1.0 FTE Assistant/Associate/Senior Planner Flexibility Allocated Position due to resignation, effective June 9, 2023. **View Item**

G. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Department of Public Health to recruit and fill, funded and allocated 1.0 FTE Office Assistant I/II/III; vacancy due to resignation; no impact on the General Fund. **View Item**

- 2) Approve and authorize the Department of Public Health to recruit and fill, funded and allocated; (one) 1.0 FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator; vacancy due to resignation; no impact on the General Fund. **View Item**
- 3) Approve and authorize the Chair to sign a contract with Les Hall in the amount of \$75,000.00 to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program; no impact to the General Fund; approved as to form by County Counsel. **View Item**

H. AGRICULTURE/ WEIGHTS AND MEASURES DEPARTMENT

- 1) Approve and authorize the Chair to sign an Amendment to the Agreement between Plumas County Agriculture/ Weights and Measures and A.B.S. Builders, Inc., to extend the term of the agreement from June 30, 2023 to August 30, 2023 to complete the Vehicle Shed/Garage project; no impact on the General Fund; approved as to form by County Counsel; discussion and possible action. **View Item**

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE PLUMAS COUNTY BOARD OF SUPERVISORS AND CONVENE AS THE CSA #12 GOVERNING BOARD.

- 1) Approve and authorize the Chair to sign the Memorandum of Understanding between Feather River College and CSA No. 12, for transit services for Feather River College students; discussion and possible action. **View Item**

B. ADJOURN AS THE CSA #12 GOVERNING BOARD AND RECONVENE AS THE PLUMAS COUNTY BOARD OF SUPERVISORS.

4. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize fixed asset budget transfer in the amount of \$7,766.00 for department #70329 - Sheriff-OES from services and supplies Professional Services account #521900 to Generator fixed asset account #544130; discussion and possible action. **Four/fifths roll call vote**
View Item
- 2) Approve and authorize fixed asset purchase of a generator and transfer switch system for the new jail project not to exceed \$197,556.00 from 70329-544130; discussion and possible action. **Four Fifths roll call vote** **View Item**

B. PLUMAS COUNTY LIBRARY - Lindsay Fuchs

- 1) Approve and authorize a Supplemental Budget Transfer of the following unanticipated grant funds: \$608.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/524515 - Zip Books; transfer \$400.00 from donation revenue account 20670/46230, into supplemental expenditure account 20670/524510 - Books; transfer \$1,500.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/524510 - Books; and transfer \$3,516.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/523712 Program Subscriptions; discussion and possible action. **Roll call vote** **View Item**

- 2) Approve and authorize the supplemental budget transfer of \$2,170.00 from Custodial Services acct. 20670/520404 into Literacy Expenditure account 20675/529500 Computers; discussion and possible action. **Four/Fifths roll call vote** [View Item](#)

C. FACILITY SERVICES & AIRPORTS - JD Moore

- 1) Adopt **RESOLUTION** authorizing a grant of easement (Easement) from Plumas County to Plumas-Sierra Telecommunications on County-owned property, located at 1400 E. Main St. in Quincy, California for the installation and upkeep of telecommunications equipment; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)
- 2) Approve and authorize the Director of Facility Services & Airports to recruit and fill an extra-help position at Taylorsville Campground; discussion and possible action. [View Item](#)
- 3) Approve and authorize the Director of Facility Services & Airports to schedule an employee's workweek into four ten-hour days, pursuant to the Plumas County Personnel Rules and clarifications thereto, upon Board authorization, and with the agreement of affected employees. If authorized, a list will be provided to the Auditor and Human Resources; discussion and possible action. [View Item](#)

D. TREASURER - TAX COLLECTOR - Julie White

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Treasurer-Tax Collector's Office and Granicus Short Term Rental Platform; effective 12/21/2022 through 12/20/2023; not to exceed \$10,684.85; approved as to form by County Counsel; and Approve and authorize Budget Transfer of \$10,684.85 from Regular Wages Account 20050/5100 into Professional Services Account; discussion and possible action. **Four/fifths roll call vote** [View Item](#)

E. COUNTY COUNSEL - Gretchen Stuhr

- 1) Approve and authorize the Chair to sign the First Amendment to the Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) for investigative services in regard to employment matters; increasing compensation by \$14,000.00, entire Agreement not to exceed \$22,000.00; discussion and possible action. [View Item](#)
- 2) Approve and authorize the Chair to sign the Second Amendment to the Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) to perform a survey in regard to employment matters; increasing compensation by \$4,000, not to exceed \$26,000.00; discussion and possible action. [View Item](#)
- 3) Adopt **RESOLUTION** declaring thirteen travel trailers surplus personal property and donating thirteen travel trailers to Plumas Rural Services pursuant to Government Code Section 25372; approved as to form by County Counsel; discussion and possible action; **Roll Call Vote** [View Item](#)

F. PLANNING DEPARTMENT - Tracey Ferguson

- 1) Pursuant to Plumas County Code Section 2-4.503(a), confirm the Planning Director's appointment of Jim Graham as Interim Zoning Administrator; discussion and possible action. [View Item](#)

G. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt a **RESOLUTION** suspending the Annual Salary Adjustment for the Board of Supervisors for the 2023-2024 Fiscal Year; discussion and possible action. **Roll call vote** [View Item](#)

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. Receive a presentation on the American Rescue Act Plan - Community Grant Program; Discussion only. [View Item](#)
- B. County Administrative Officers Report

6. **BOARD OF SUPERVISORS**

- A. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on August 15, 2023; discussion and possible action. **View Item**
- B. 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 15, 2023; discussion and possible action. **View Item**
- C. 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 it back within 30 days, on July 18, 2023; discussion and possible action. **View Item**
- D. Adopt a **RESOLUTION** of Agreement adopting a Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-001 Seneca District Hospital Annexation to Chester Public Utility District; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**
- E. Adopt a **RESOLUTION** of Agreement Adopting A Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-002 Creation of Beckwourth Fire Protection District; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**

F. **CORRESPONDENCE**

G. **INFORMATIONAL ANNOUNCEMENTS**

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

7. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
 - 1. Agricultural Commissioner
 - 2. Behavioral Health Director
 - 3. Building Services Director
 - 4. Chief Probation Officer
 - 5. Child Support Services Director
 - 6. County Administrative Officer
 - 7. County Counsel
 - 8. Environmental Health Director
 - 9. Facility Services Director
 - 10. Fair Manager
 - 11. Human Resources Director
 - 12. Information Technology Director
 - 13. Library Director
 - 14. Museum Director
 - 15. Planning Director
 - 16. Public Health Director
 - 17. Public Works Director
 - 18. Risk & Safety Manager
 - 19. Social Services Director

- 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 Risk Manager: Quarterly Risk Control Program status report.
- 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 (2 Cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to a Special Board of Supervisors meeting on Friday , June 30, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Neal Caiazzo, Director of Social Services

MEETING DATE: June 20, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system for FY 2023-24; is not to exceed \$30,000, and does not impact the General Fund; approved as to form by County Counsel.

Recommendation:

APPROVE A CONTRACT WITH APRIL BAY, Ph.D. TO PROVIDE PSYCHOLOGICAL EVALUATIONS AND WRITTEN REPORTS FOR DESIGNATED ADULTS AND/OR THEIR CHILDREN WHO ARE IN THE CHILD WELFARE SYSTEM

Background and Discussion:

When children come into the Child Welfare system because they have been abused or neglected the Juvenile Court may, at its discretion, determine that there is a need for a psychological evaluation of the child's parent(s). Under some circumstances it becomes necessary to seek such evaluations from a source that is outside the county system. This could occur, for example, if the County Behavioral Health Department has a conflict because they've had prior contact with the family for other reasons. When this occurs, the Department has relied on independent contractors to undertake this work.

The matter that is before your Board is to approve an agreement with April Bay, Ph.D. to assist the Department with some of these evaluations. Ms. Bay has had an existing relationship with the Department in this capacity for several years.

It is recommended that the Board approve the enclosed agreement and authorize the Director of the Department of Social Services to sign the agreement as the Board's designee. Additionally, it is requested that the Department be authorized to execute up to three additional extensions of the agreement at the end of each term subject to an agreement between the parties regarding compensation.

Action:

Approve and authorize the Board Chair to sign a contract agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system. The maximum compensation available for the current term is not to exceed \$30,000.

Fiscal Impact:

In accordance with the contract terms, the Department will compensate Ms. Bay at the rate of \$4,200 for each psychological evaluation and \$6,600 for each complex parental capacity evaluation. Should there be additional children involved, there would be a requirement for an additional \$600 for each. The maximum compensation available for the current term is not to exceed \$30,000.

There is sufficient funding in the Department's budget appropriation for Professional Services to cover the cost of this agreement for the current term. Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund.

Attachments:

1. 23-426 FINAL April Bay, Ph.D.
2. BOS Letter April Bay Ph.D

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and April Bay, Ph.D., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto not to exceed THIRTY THOUSAND DOLLARS (\$30,000.00).
3. Term. The term of this Agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

8. 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, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. (NPI #1942492368)
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of

this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this Agreement.
15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Dept. of Social Services
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

April Bay, Ph.D.
540 W. Plumb Ln, Suite #120
Reno, NV 89509

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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. 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.
27. 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:

April Bay, Ph.D., an Individual

By: _____
Name: April Bay, Ph.D.
Title: Owner
Date signed: _____

COUNTY:

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

By: _____
Dwight Ceresola, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel

6/1/2023

EXHIBIT A

Scope of Work

-
1. Contractor shall provide to County complex parental capacity evaluations or psychological evaluations and written reports for designated adults or children, which may include testing, observation, and/or consultation with the client. Tests to be administered will be determined by the Contractor in consultation with the assigned social worker, based on the individual needs of each client. Contractor may also consult with the client's care provider, the assigned social worker, and other agency professionals as deemed necessary by the Contractor.
 2. Contractor shall provide a written report with results of evaluations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Child Protective Services.

EXHIBIT B

Fee Schedule

-
1. Psychological Evaluation: \$4,200.00 per evaluation, including written report.
 2. Parental Capacity Evaluation: \$6,600.00 per evaluation, including written report.
 - a. \$600.00 fee for each child, as related to parental capacity evaluations only.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

NEAL CAIAZZO
DIRECTOR

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

DATE: JUNE 2, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD ITEM FOR JUNE 20, 2023, CONSENT AGENDA

RE: APPROVE A CONTRACT WITH APRIL BAY, Ph.D. TO PROVIDE PSYCHOLOGICAL
EVALUATIONS AND WRITTEN REPORTS FOR DESIGNATED ADULTS AND/OR
THEIR CHILDREN WHO ARE IN THE CHILD WELFARE SYSTEM

It is Recommended that the Board of Supervisors

Approve and authorize the Board Chair to sign a contract agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system. The maximum compensation available for the current term is not to exceed \$30,000.

Background and Discussion

When children come into the Child Welfare system because they have been abused or neglected the Juvenile Court may, at its discretion, determine that there is a need for a psychological evaluation of the child's parent(s). Under some circumstances it becomes necessary to seek such evaluations from a source that is outside the county system. This could occur, for example, if the County Behavioral Health Department has a conflict because they've had prior contact with the family for other reasons. When this occurs, the Department has relied on independent contractors to undertake this work.

The matter that is before your Board is to approve an agreement with April Bay, Ph.D. to assist the Department with some of these evaluations. Ms. Bay has had an existing relationship with the Department in this capacity for several years.

It is recommended that the Board approve the enclosed agreement and authorize the Director of the Department of Social Services to sign the agreement as the Board's designee. Additionally, it is requested that the Department be authorized to execute up to three additional extensions of the agreement at the end of each term subject to an agreement between the parties regarding compensation.

Financial Impact

In accordance with the contract terms, the Department will compensate Ms. Bay at the rate of \$4,200 for each psychological evaluation and \$6,600 for each complex parental capacity evaluation. Should there be additional children involved, there would be a requirement for an additional \$600 for each. The maximum compensation available for the current term is not to exceed \$30,000.

There is sufficient funding in the Department's budget appropriation for Professional Services to cover the cost of this agreement for the current term. Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed agreement and has approved it as to form.

Copies: DSS Management Staff (cover memo only)

Enclosure



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Lindsay Fuchs, County Librarian
MEETING DATE: June 20, 2023
SUBJECT: Approve and authorize the County Librarian to recruit and fill the Extra-Help Library Aide position for Greenville.

Recommendation:

Authorize the County Librarian to recruit and fill the Extra-Help Library Aide position for Greenville.

Background and Discussion:

The Board approved the temporary Library Branch location in Greenville, and this position will continue to the bookmobile.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

Authorize the County Librarian to recruit and fill the Extra-Help Library Aide position for Greenville.

Fiscal Impact:

Other Wages to fulfill this Extra Help position have already been approved and marked for in the Library budget for 22/23FY. This position was already acknowledged in costs for the MOU for the Greenville Library temporary location. This position starts at \$15.75/hr.

Attachments:

1. Critical Staffing Questionnaire - Library Aide
2. Organizational Chart for Library

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes. The Extra Help Library Aide position(s) for the Greenville Branch was funded for the 22/23FY budget. The Library Aide position is vital for Library operations to continue without interruption.

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

The temporary Library location in Greenville was approved and staff for that location is needed.

3. How long has this position been vacant?

The current employee can no longer fill the current scheduled hours for the Greenville Branch.

4. Can the department use other wages until the next budget cycle?

This position is Extra Help and will be using Other Wages.

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

Other counties who run similar programs through the Literacy and/or Library systems have similar positions.

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

The temporary location will cost additional money in in-county travel expenses if staff from other locations need to be sent to that location instead of having a dedicated staff member out of that location.

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

It is vital for the community of Greenville to have a temporary library location in the aftermath of the Dixie Fire. This position will also be the driver/Aide for the bookmobile when it arrives in early 2024.

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

N/A

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?

This position is Extra Help and is at-will. This is a General Fund dept.

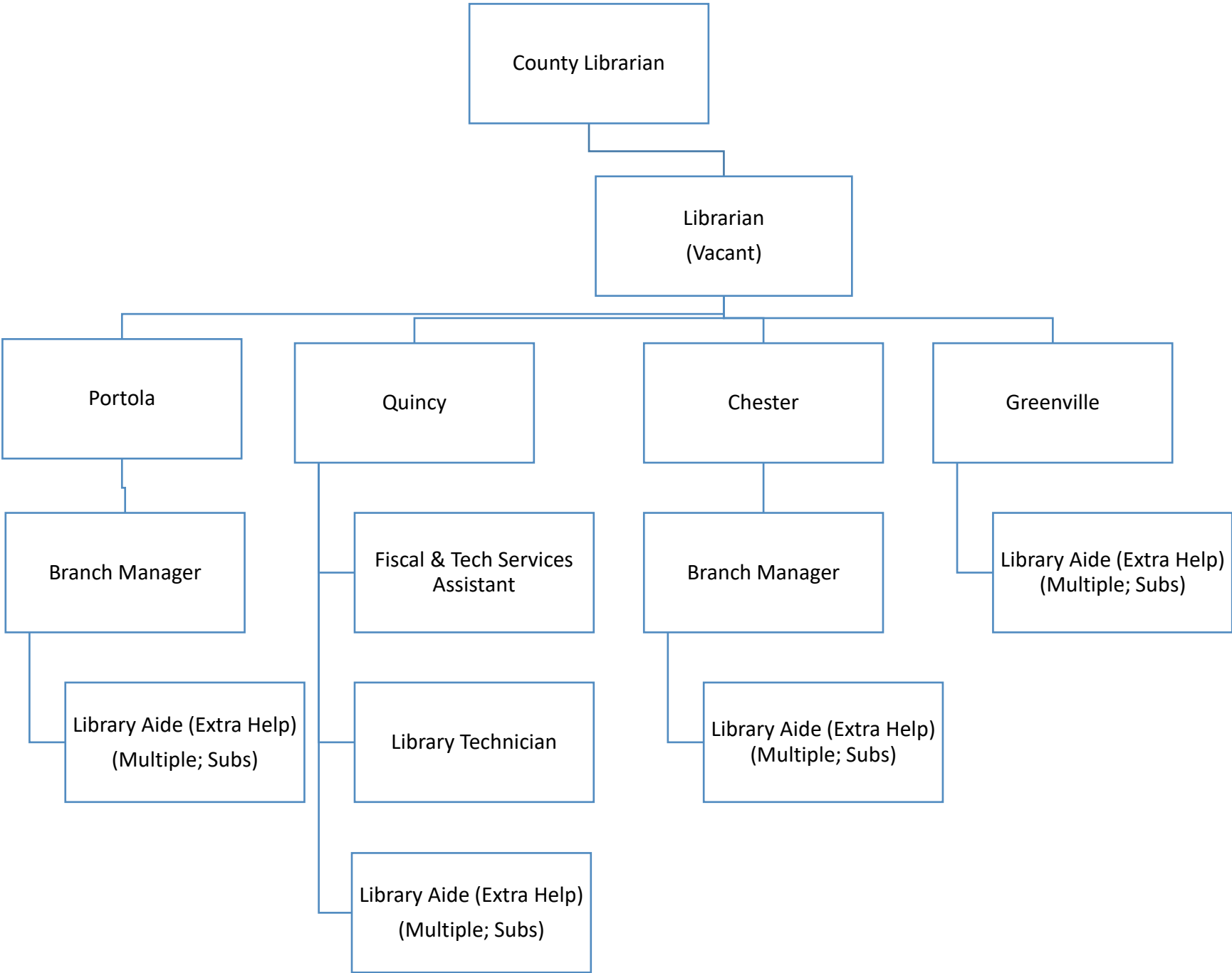
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

The immediate filling of this position will not impact the Dept/General Fund as funding has already been sent aside for the current fiscal budget. This position is accounted for during budget planning as it is a necessary position to run the Library Department.

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

No, the department is funded by the General Fund.

Organizational Chart for Plumas County Library





**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Christopher Driscoll, Deputy Sheriff
MEETING DATE: June 20, 2023
SUBJECT: Approve and authorize the Chair to sign an Agreement between the Sheriff's Office and National Medical Services (d/b/a NMS Labs) to conduct laboratory testing for coroner's investigations, not to exceed \$30,000.00 dollars for the 2 year term; approved as to form by County Counsel.

Recommendation:

Approve and authorize the board chair to sign an agreement between the Sheriff's Office and National Medical Services (d/b/a NMS Labs) to conduct laboratory testing for coroner's investigations; not to exceed \$30,000.00 dollars for a term of 2 years; approved as to form by County Counsel.

Background and Discussion:

NMS Labs does the necessary laboratory testing for the Sheriff's Office during coroner's investigations.

Action:

Approve and Authorize the board chair to sign the agreement

Fiscal Impact:

Necessary annually budgeted item (General Fund)

Attachments:

1. NMS LABS Final with Signatures

LABORATORY SERVICES AGREEMENT

Agreement No 1000087-WASH

National Medical Services, Inc. d/b/a NMS Labs ("NMS Labs") located at 200 Welsh Road, Horsham, PA 19044, agrees to provide laboratory testing and related services for County of Plumas ("Client"), a political subdivision of the State of California, by and through its Sheriffs' Department located at 1400 East Main Street, Quincy, CA 95971 pursuant to the terms and conditions of this Agreement.

I. SERVICES PROVIDED

- a. Laboratory testing and services covered by this Agreement are as described in Exhibit A & B.
- b. In the event that Client requires a change to the nature, scope, or delivery of agreed upon services, Client shall provide a request to NMS Labs in writing. NMS Labs will provide an estimate of work required and associated costs to meet the request. Any changes to this Agreement shall be agreed to in writing by both parties and an Amendment to this Agreement shall be executed.

II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement is July 01, 2023, and will apply to commitments made by NMS Labs as outlined in Exhibits A and B from July 01, 2023, and ending on the Completion Date of June 30, 2025, unless terminated pursuant to the terms of this agreement or extended by mutual written agreement of the parties.

III. COMPENSATION

NMS Labs will bill Client for services performed in accordance with this agreement as outlined in Exhibit A and B. This contract will not exceed Thirty Thousand Dollars (\$30,000) for the term of the agreement.

IV. USE OF SUBCONTRACTORS

- a. NMS Labs may utilize independent or third-party contractors or subcontractors to perform all or any part of its obligations under this Agreement.
- b. NMS Labs may be required to release certain patient information to said contractors. NMS will use reasonable commercial efforts to protect health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"))

V. USE OF NMS NETWORK LABS

Under the terms of this agreement, NMS Labs is authorized by the Client to utilize one of its ANSI National Accreditation Board (ANAB) and/or *International* ISO17025 accredited network laboratories to perform all or part of the work performed under this agreement.

VI. CLIENT RESPONSIBILITIES

- a. Client's personnel shall cooperate with NMS Labs personnel, providing assistance and information as needed, to ensure testing services can be completed in accordance with this Agreement.
- b. Client shall adhere to the sample requirements set forth by NMS Labs located at:
<http://www.nmslabs.com/sample-submission/>.
- c. In the event Client submits samples to NMS Labs that do not adhere to NMS Labs' sample submission requirements, NMS Labs will proceed with the following action:
 - 1) Provide notice to Client that testing cannot be performed on the samples provided by Client

The Information Contained in this Document is the Intellectual Property of NMS Labs and is Privileged and Confidential

and;

- 2) Stop all work under the current Agreement until Client takes action to terminate or amend the current Agreement

Client will be responsible for reimbursing NMS Labs for all costs incurred in the performance of this Agreement as outlined in Exhibit A & B.

VII. PRIOR AGREEMENTS

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements, and agreements, oral or written, relating to the services provided herein.

VIII. TERMINATION

This Agreement may be terminated by either party at any time for any reason with thirty (30) days prior written notice. If the Client should terminate the agreement prior to the end date, the Client shall reimburse NMS Labs for all costs under this agreement, not previously paid, for the performance of this contract before the effective date of the termination. The Client shall also reimburse NMS Labs for those costs that may continue for a reasonable time after the termination date with the approval of or as directed by the Client. NMS Labs shall discontinue these costs as rapidly as practical.

IX. PAYMENT

- a. Payment is due to NMS Labs 30 days from invoice date. Invoices are provided on a monthly basis and capture billing for services completed and rendered in that calendar month.
- b. NMS Labs reserves the right to charge a finance charge on any past due balance at either one percent (1 %) per month or the maximum rate that the law permits, whichever is less.
- c. NMS Labs will collect from Client all applicable federal, state, local and other taxes and other amounts as required by law, rule or regulation.
- d. All invoices will be rendered by NMS Labs in United States dollars and all payments to NMS Labs are to be made in United States dollars.

X. LEGISLATIVE AND REGULATORY CHANGES

NMS Labs reserves the right to immediately amend this Agreement to comply with any changes to federal or state laws or regulations in order to comply with said changes.

XI. COMPLIANCE WITH LAWS

NMS, its employees, and personnel shall comply with all applicable statutes, ordinances, rules, regulations, and other similar requirements pertaining to the profession(s) of their employees and to the Services provided under this Agreement. NMS will use reasonable commercial efforts to perform the services provided hereunder in compliance with all applicable local, state, and federal licensing, certification and accreditation standards and requirements including any applicable standards for laboratories participating in the Medicare and state Medicaid programs.

XII. CONFIDENTIALITY

Each party shall hold all Confidential Information in confidence. Neither party shall disclose any Confidential Information without the knowledge and written approval of the authorized other party. For purposes of this Agreement "Confidential Information" means all terms of this Agreement, all information and know-how of a scientific, technical, operational or economic nature, the results of analysis provided hereunder and all Innovations. Confidential Information shall not include (i) information generally available

to the public through no fault of the other party, (ii) information which the other party had already had knowledge of, (iii) information which has become part of the public domain through no fault of a party, and (iv) information ordered to be disclosed by subpoena, other legal process or requirement of law. Each party agrees to return or destroy, on demand and without delay, any and all Confidential Information (including any and all copies thereof) of the other party which has come into its possession, provided, however, that Either party may retain such media and materials containing Confidential Information for customary archival and audit purposes (including with respect to regulatory compliance). This Section shall survive any termination or expiration of this Agreement.

XIII. DISCLOSURE OF INNOVATIONS; OWNERSHIP OF INNOVATIONS

- a. Client acknowledges that (i) prior to the date hereof NMS Labs has created, made, conceived, developed or reduced to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers, whether or not such inventions, improvements or other innovations are eligible for patent, copyright, trademark, trade secret or other legal protection and (ii) during the course of performance of the services hereunder, NMS Labs may create inventions, improvements and other innovations, may make, conceive, develop or reduce to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers discovered during testing (collectively, "Innovations"). Examples of Innovations shall include, but are not limited to, discoveries, research, inventions, formulas, techniques, business methods, know-how, marketing plans, new product plans, advertising, packaging and marketing techniques and improvements to computer hardware or software.
- b. Client agrees that all Innovations will be the sole and exclusive property of NMS Labs. Client hereby assigns all of Client's rights, title or interest in the Innovations and in all related patents, copyrights, trademarks, trade secrets, rights of priority and other proprietary rights to NMS Labs. At NMS Labs' request and expense, during and after the term of this Agreement, Client will assist and cooperate with NMS Labs in all respects and will execute documents, and, subject to Client's reasonable availability, give testimony and take further acts requested by NMS Labs to obtain, maintain, perfect and enforce for NMS Labs patent, copyright, trademark, trade secret and other legal protection for the Innovations. Client hereby appoints the President of NMS Labs as attorney-in-fact to execute documents on each of its behalf for this purpose. Client agrees to execute and deliver to NMS Labs such further instruments or documents as may be requested by NMS Labs in order to effectuate the purposes of this Section. This Section shall survive any termination or expiration of this Agreement.

XIV. NO OTHER WARRANTIES

EXCEPT AS OTHERWISE SET FORTH HEREIN, NMS LABS MAKES NO REPRESENTATIONS NOR PROVIDES ANY WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XV. LIMITATION OF LIABILITY AND DAMAGES

The limitations and exclusions set forth in section XV shall not apply to damages, liabilities, or reasonable attorney fees or costs arising from claims that are subject to indemnification under section XVII or the grossly negligent acts or omissions or willful misconduct of the Contractor in performing its obligations under this agreement.

XVI. INDEMNIFICATION

Each party shall defend, indemnify, and hold the other party, its subsidiaries and affiliates, and each of their respective employees, officers, directors, attorneys, agents, and representatives, harmless from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, penalties, and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained, or initiated by any third party (including any employee, contractor or representative of a party hereto or any of their respective family members), arising out of, incident to, or in connection with such party's infringement of any third party's Ownership of Innovations intellectual property rights. This Section shall survive any termination or expiration of this Agreement.

XVII. FORCE MAJEURE

NMS Labs shall not be deemed to be in default of any provision of this Agreement, nor be liable for any delay, failure in performance or interruption of services, resulting directly or indirectly from acts of God, embargoes, quarantines, labor shortages, supply shortages, civil or military authority, civil disturbance, insurrection, war, acts of terrorism, fire, other catastrophes or any such other cause beyond its control.

XVIII. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed under the laws of the Commonwealth of California, without regard to that state's conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the courts of the State of California, county of Plumas, or, if it has or can acquire jurisdiction, in the United States District Court of the Eastern District of California, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding, waives any objection to venue laid therein and agrees that all claims with respect to such actions or proceedings shall be heard and determined only in any such court and agrees not to bring any actions or proceedings arising out of or relating to this Agreement in any other court. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The non-prevailing party in any action described in this Section shall pay the prevailing party's expenses and costs of such including, but not limited to, the fees and expenses of such party's attorneys and expert witnesses. This Section shall survive any termination or expiration of this Agreement.

XIX. HIPAA COMPLIANCE

Each party, represents and warrants that with respect to all protected health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it is a covered entity (and not a business associate of the other party) under the Privacy Regulations and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing and maintaining privacy and security policies, procedures, and practices, and administrative, physical and technological safeguards and security mechanisms that reasonably and adequately protect the confidentiality, integrity and availability of the protected health information created, received, maintained or transmitted under this agreement, all as required by, and set forth more specifically in, the Privacy Regulations and the Security Regulations, as each may be amended from time to time. In the event HIPAA or the Privacy Regulations or Security Regulations require any addition to or modification of this Agreement, the parties shall use commercially reasonable efforts to agree upon such additions or modifications in a timely manner. If such agreement cannot be reached in a timely manner, either party may terminate this Agreement by written notice to the other party.

XX. EQUITABLE RELIEF

Nothing in this Agreement shall be construed to prevent either party from seeking or obtaining a preliminary or permanent injunction or other equitable relief in any court of competent jurisdiction in the event of a breach by either party of any provisions of this Agreement. This Section shall survive any termination or expiration of this Agreement. Each party hereby represents and warrants to the other party that such party has caused this Agreement to be executed and delivered by a duly authorized representative of such party.

XXI. Notices

1. All Notices will be in writing and addressed as follows:

To National Medical Services, Inc.:

ATTN: Andrew Nolan
Vice President of Finance
200 Welsh Road
Horsham, PA 19044

To Client:

Plumas County Sheriff's Office
Attn: Sheriff Todd Johns
1400 East Main St.
Quincy, CA. 95971
driscoll@pcso.net
530-283-6375
530-283-6344

Communications between NMS Labs and Client related to the direction or performance of this Agreement must be by letter, fax, or email, each having the same authority and constituting acceptable modes of communication under this Agreement. Formal Notice requires an original letter, or fax thereof, signed by the authorized representative identified in this Agreement. All Notices sent by letter will be deemed effective when confirmation of receipt is sent by the respective party's Notice Contact listed above. Notices transmitted via fax or communications transmitted via email will be deemed effective only upon confirmation of receipt of the fax or email transmission by email reply.

XXII. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement. Each valid provision hereof will be enforced to the fullest extent permitted by law. In the event any provision of this Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to create a provision that will be enforceable and is as consistent as possible with the original provision.

XXIII. ASSIGNMENT

The obligations assumed under this Agreement cannot be delegated and the rights cannot be assigned without the prior written approval of NMS Labs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.



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

By: _____
Name: Todd Johns
Title: Sheriff/Coroner
Date signed: _____

By: _____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed: _____

ATTEST:

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


APPROVED AS TO FORM:



Joshua Brechtel
Deputy County Counsel

6/6/2023

**NATIONAL MEDICAL SERVICES, INC.
d/b/a NMS Labs**

By  _____
(Signature)

Dan Monahan
Name (Print)

President & CEO
Title (Print)

June 9, 2023

Date

By  _____
(Signature)

David Delia
Name (Print)

CFO

Title (Print)

June 9, 2023
Date

Account Number(s): 40566
 Effective Date: 7/1/2023
 Expiration Date: 6/30/2025

EXHIBIT A - PRICING

Client Billing Address:
 Plumas County Sheriff's Office
 Attn: Chris Driscoll
 1400 E. Main St
 Quincy, CA 95971

Client Account Number(s): 40566

Pricing Effective Date: 7/1/2023
 Pricing Expiration Date: 6/30/2025

NMS Representative: Jenna Lock
 Phone: 445-216-9081
 E-mail: Jenna.Lock@nmslabs.com

SPECIAL PRICING

| Acode | Description | Volume | Current Price | Price Under Agreement Effective 7/1/2023 |
|--------|---|--------|---------------|--|
| RETURN | Specimen Return/Handling | | \$36.00 | \$39.00 |
| 0171B | Alcohol Screen, Blood | | \$34.00 | \$36.00 |
| 1002B | Carbon Monoxide Exposure Biouptake Screen, Blood | | \$57.00 | \$61.00 |
| 1919FL | Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic) | | \$46.00 | \$49.00 |
| 2143B | Gabapentin, blood | | \$101.00 | \$108.00 |
| 2693B | Metals/Metalloids Acute Poisoning Panel, Blood | | \$323.00 | \$346.00 |
| 2693U | Metals/Metalloids Acute Poisoning Panel, Urine | | \$323.00 | \$346.00 |
| 8051B | Postmortem Toxicology- Basic, Blood (Forensic) | 9 | \$125.00 | \$134.00 |
| 8051FL | Postmortem Toxicology- Basic, Fluid (Forensic) | | \$197.00 | \$211.00 |
| 8051SP | Postmortem Toxicology - Basic, Serum/Plasma (Forensic) | | \$125.00 | \$134.00 |
| 8051TI | Postmortem Toxicology- Basic, Tissue (Forensic) | | \$226.00 | \$242.00 |
| 8051U | Postmortem Toxicology- Basic, Urine (Forensic) | | \$125.00 | \$134.00 |

| | | | | |
|---------|--|----|----------|----------|
| 8052B | Postmortem Toxicology- Expanded, Blood (Forensic) | 32 | \$211.00 | \$225.00 |
| 8052FL | Postmortem Toxicology- Expanded, Fluid (Forensic) | | \$311.00 | \$333.00 |
| 8052SP | Postmortem Toxicology- Expanded, Serum/Plasma (Forensic) | | \$211.00 | \$225.00 |
| 8052TI | Postmortem Toxicology- Expanded, Tissue (Forensic) | | \$346.00 | \$370.00 |
| 8052U | Postmortem Toxicology- Expanded, Urine (Forensic) | | \$211.00 | \$225.00 |
| 8092B | Postmortem Toxicology- Expert, Blood (Forensic) | | \$383.00 | \$410.00 |
| 8092FL | Postmortem Toxicology- Expert, Fluid (Forensic) | | \$485.00 | \$519.00 |
| 8092SP | Postmortem Toxicology- Expert, Serum/Plasma (Forensic) | | \$383.00 | \$410.00 |
| 8092TI | Postmortem Toxicology- Expert, Tissue (Forensic) | | \$527.00 | \$564.00 |
| 8092U | Postmortem Toxicology- Expert, Urine (Forensic) | | \$383.00 | \$410.00 |
| 8103B | Environmental Exposure Screen, Blood (Forensic) | | \$577.00 | \$617.00 |
| 8104B | Postmortem Toxicology- Fire Death Screen, Blood (Forensic) | | \$408.00 | \$437.00 |
| 8083B | Postmortem, Basic w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic) | | \$145.00 | \$145.00 |
| 8084B | Postmortem, Expanded w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic) | | \$235.00 | \$235.00 |
| 53249FL | Alcohols and Acetone Confirmation, Vitreous Fluid (Forensic) | | \$80.00 | \$80.00 |

All other testing ordered during this effective period will be billed at 2023 List Price Fees.

Pricing above is based upon the current contract with Washoe County Coroner's Office. In the event that their contract is cancelled for any reason, your pricing will be subject to change with 30 day written notice per your current volume for your office.

1. COVERED ENTITIES

The pricing effective under this agreement is extended to the following entities:

- N/A

Unless specifically identified above, the pricing effective under this agreement shall not be applied to any other entities without prior written approval from NMS Lab

EXHIBIT B – CUSTOMIZED TERMS

1. TESTIMONY AND TRAVEL COSTS

Should the Client require NMS Labs to facilitate Experts to provide testimony or consultations on cases for which NMS Labs conducted the testing, NMS Labs will charge the Client in accordance with its Expert Services Fee schedule. Client is responsible for reimbursing NMS Labs for all travel expenses related to providing testimony or consultations for the Client.

Under the terms of this agreement NMS Labs is NOT responsible for providing Expert Services to the Client for cases that were:

- NOT tested by NMS Labs

2. ADDITIONAL SERVICES

NMS Labs shall provide additional forms upon request of the Client for fees as outlined in NMS Labs' Expert Fee Schedule.

3. SAMPLE RECEIPT –

Client will send samples using FedEx, Airborne, etc. adhering to guidelines detailed in the following link: <http://www.nmslabs.com/sample-submission/>. Samples will be sent to 200 Welsh Road, Horsham, PA 19044 so that the shipment arrives between Monday – Friday.

NMS Labs is responsible for shipping services as outlined above.

4. SAMPLE RETENTION/STORAGE

Samples are stored and retained in accordance with NMS Labs Standard Operating Procedures to maintain compliance with its accrediting bodies.

Specimens handled as forensic cases are routinely retained for six (6) weeks after the final report is issued. To request extended storage of forensic specimen, a separate Specimen Retention Agreement must be executed between the parties, and pre-payment received prior to the sample retention expiration date. Failure to submit a request for extended storage with pre-payment shall be considered authorization to discard or destroy the specimen(s).

Under the terms of this agreement, NMS Labs will not store Client's samples that do not require testing, unless the Client agrees to pay NMS Labs a per sample fee per quarter for the storage of these samples as determined by NMS Labs.



5. SAMPLE RETURNS

Under this agreement the Client does not require samples to be returned.

In order for a Client to have samples returned, the Client will need to submit a written request. The request must include contact information, destination address and phone number and how the samples should be returned in the request.

The Client will be charged an additional fee for returning samples. Fees for returns vary by sample, as does shipping.

6. SUPPLIES

NMS Labs will provide the following collection and shipping supplies for work under this agreement:

- a. Requisition form templates in electronic Adobe™ PDF file format
- b. Ancillary Collection Tubes and/or plastic containers
- c. Collection Kits; kits can be provided that are specially designed for documentation, packaging and shipment of samples for analysis.

Client will be charged for any collection and shipping supplies not included on the list above.

7. SPECIAL REPORTING REQUIREMENTS

Should NMS Labs determine that reports required by the Client do not qualify as "standard reports," The Client will be charged an additional fee to prepare these reports.

8. SPECIAL BILLING REQUIREMENTS

Should NMS Labs determine that the Client requires customizations to its standard billing; the Client will be charged an additional fee.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Christopher Driscoll, Deputy Sheriff
MEETING DATE: June 20, 2023
SUBJECT: Approve and Authorize the Chair to sign an Agreement between the Sheriff's Office and Prentice Long, PC Firm for law enforcement legal services for FY 2023-24; not to exceed \$30,000.00 a year; approved to form by County Counsel.

Recommendation:

Approve and Authorize the board chair to sign an agreement between the Sheriff's Office and Prentice Long, PC Firm for law enforcement legal services. This contract is not to exceed \$30,000.00 a year. Approved to form by County Counsel

Background and Discussion:

Legal assistance in creating, maintaining and updating department policies to ensure legal compliance with County, State and Federal Law

Action:

Authorize the board chair to sign the agreement

Fiscal Impact:

Budgeted item (General Fund)

Attachments:

1. 23-225 FINAL

SHERIFF OFFICE AGREEMENT BETWEEN PLUMAS COUNTY AND PRENTICE|LONG, PC

THIS AGREEMENT for law enforcement legal services is entered into by and between Plumas County, a political subdivision of the State of California, by and through its Sheriff's Department ("County"), and Prentice|Long, PC ("Firm"), effective _____, 2023 ("the Effective Date").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Firm shall provide to County the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the agreement shall prevail.

1.1 Terms of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026 and Firm shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated, as provided for in Section 7. The time provided to Firm to complete the services required by the Agreement shall not affect the County's right to terminate the Agreement, as provided for in Section 7.1.

1.2 Standard of Performance Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Firm is engaged in the State of California. Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Firm's profession.

1.3 Assignment of Personnel. Firm shall assign only competent, experienced, and properly licensed personnel to perform services pursuant of this agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Firm shall, immediately upon receiving notice from County of such desire of County, reassign any such persons. Margaret E. Long is assigned as the primary contact, and she will be assisted by the proper staff within the firm. Firm shall not change the primary contact or primary service provider without County's written consent.

1.4 Time. Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Firm's obligations hereunder.

SECTION 2. COMPENSATION. County hereby agrees to pay Firm a sum not to exceed the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in Firm's proposal, for services to be performed and reimbursable costs incurred under this agreement. In the event of a conflict between this Agreement and Firm's proposal regarding the amount of compensation, the Agreement shall prevail. County shall pay Firm for services

rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from County to Firm for services rendered pursuant to this Agreement. Firm shall submit all invoices to County in the manner specified herein. Except as specifically authorized by County, Firm shall not bill County for duplicate services performed by more than one person.

Firm and County acknowledge and agree that compensation paid by the County to Firm under this agreement is based upon Firm's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Firm. Consequently, the parties further agree that compensation hereunder is intended to include the cost of contributions to any pensions and/or annuities to which the Firm and its employees, agents, and subcontractors may be eligible. County therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Firm shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- For each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense; and
- The total number of hours of work performed under the Agreement by each person employed by Firm.

2.2 Monthly Payment. County shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. County shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Firm.

2.3 Total Payment. County shall pay for the services to be rendered by Firm pursuant to this Agreement. County shall not pay any additional sum for any expense or cost whatsoever incurred by Firm in rendering services pursuant to this Agreement. County shall make no payment for any extra, further, or additional services pursuant to this agreement.

In no event shall Firm submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such invoice by a properly executed change order or amendment approved by the County.

2.4 Fees. Fees for work performed by Firm on an hourly basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to the County.

2.6 Payment of Taxes. Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Payment upon Termination. In the event that the County or Firm terminates this Agreement pursuant to Section 7 of this Agreement, the County shall compensate the Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.8 Authorization to Perform Services. Except as expressly provided in the Agreement, Firm is not authorized to perform any services or incur any costs whatsoever without receipt of authorization from the County's Manager or her designee.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Firm shall, at its sole cost and expense, provide facilities and equipment that may be necessary to perform the services required by this Agreement. County shall make available to Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

County shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Firm's use while consulting with County employees and reviewing records and the information in possession of the County. The location, quantity and time of furnishings those facilities shall be in the sole discretion of the County. In no event shall the County be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long distance telephone or other communication charges, vehicles, and reproduction of facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Firm shall provide proof satisfactory to County of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the County, and that such insurance is in effect prior to commencing work under this Agreement. Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. Firm may request the County to approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the County's interests are otherwise fully protected. The County may grant or deny any such request in its sole discretion.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Firm shall provide written notice to County at Firm's earliest possible opportunity and in no case later than five days after Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies County may have if Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, County may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies County may have and are not the exclusive remedy for Firm's breach:

4.3.1 Order Firm to stop work under this Agreement or withhold any payment that becomes due to Firm hereunder, or both stop work and withhold any payment, until Firm demonstrates compliance with the requirements hereof; and/or

4.3.2 Terminate this Agreement.

SECTION 5. STATUS OF FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Firm shall be an independent contractor and shall not be an employee of County. County shall have the right to control Firm insofar as the results of Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise County shall not have the right to control the means by which Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other County, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of County and entitlement to any contribution to be paid by County of employer contributions and/or employee contributions for PERS benefits.

5.2 Firm, Not Agent. Except as County may specify in writing or as provided by law, Firm shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Firm shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

5.3 California Tort Claims Act. Notwithstanding the foregoing provisions, should Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceedings brought by any third party, based on advice the Firm or such individuals have given to County or actions they have taken on behalf of the County, the County shall defend and indemnify Firm and such individuals in the same manner in which it must defend County Employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the County shall have no duty to defend or indemnify Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement, or if such advice given or actions taken were inconsistent with the Rules of Professional Conduct or constituted malpractice.

SECTION 6. LEGAL REQUIREMENTS

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Law. Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Firm and any subcontractors shall comply with all applicable rules and regulations to which County is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Firm represents and warrants to County that Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Firm represents and warrants to County that Firm and its employees, agents, any subcontractors shall at their 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 to practice their respective professions. In addition to the foregoing, Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from County.

6.5 Nondiscrimination and Equal Opportunity. Firm shall not discriminate, on the basis of a person's race, religion, color, national origin age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Firm under this Agreement. Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. County may cancel this Agreement at any time and without cause upon written notification to Firm.

Firm may cancel this Agreement upon 60 days written notice to County and shall include in such notice the reasons for cancellation.

In the event of termination, Firm shall be entitled to compensation for services performed to the effective date of termination; County, however, may condition payment of such compensation upon Firm delivering to County any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Firm or prepared by or for Firm or the County in connection with this Agreement.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Assignment and Subcontracting. County and Firm shall recognize and agree that this Agreement contemplates personal performance by Firm and is based upon a determination of Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to County for entering into this Agreement was and is the professional reputation and competence of Firm. Firm may not assign the Agreement or any interest therein without the prior written approval of the Contract Administrator. Firm shall not subcontract any portion of the performance contemplated and provided herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between County and Firm shall survive the termination of this Agreement.

7.5 Options Upon Breach by Firm. If Firm materially breaches any of the terms of this Agreement, County's remedies shall include, but not be limited to the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the plans, specifications, memoranda, correspondence, and any other work product prepared by Firm pursuant to this Agreement; or

7.5.3 Retain a different Firm to complete the work described in Exhibit A not finished by Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Firm's Performance. All reports, data, maps, models, charts, studies, photographs, memoranda, plans, specifications, records, files or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the County. Firm hereby agrees to deliver those documents to the County upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any further or other use.

8.2 Firm's Books and Records. Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Firm to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires Firm to maintain shall be made available for inspection, audit, and/or copying at any time during business hours, upon oral or written request of the County.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorney's Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the Plumas County.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The individuality in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Firm may serve other clients, but none whose activities within the corporate limits of County or whose business, regardless of location, would place Firm in a “conflict of interest,” as that term is defined in the rules of professional responsibility governing Firm’s professionalism, unless such conflict may be waived by County and County chooses to waive such conflict in writing.

Firm shall not employ any County official in the work performed to this Agreement. No officer or employee of County shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*

Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the County. If Firm was an employee, agent, appointee, or official of the County in the previous twelve months, Firm warrants that it did not participate in any manner in the forming of this Agreement. Firm understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Firm will be required to reimburse the County for any sums paid to the Firm. Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.8 Solicitation. Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement either orally or through any written materials.

9.9 Notices.

Any written notices to Firm shall be sent to:

Prentice|Long, PC
Margaret Long
2240 Court St.
Redding, CA 96001

Any written notices to County shall be sent to:

Plumas County Sheriff's Office
1400 East Main Street
Quincy, CA 95971

9.10 Integration. This Agreement, including the attachments, represents the entire and integrated agreement between County and Firm and supersedes all prior negotiations representations, or agreements, either written or oral.

9.11 California Tort Claims Act. Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceeding brought by any third party, based on advice the Firm or such individuals have given to County or actions they have taken on behalf of the County, the County shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend County employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, the County shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

9.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.13 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

COUNTY

PLUMAS COUNTY
a political subdivision of the state of California

By: _____
Dwight Ceresola, Chair of the Board

ATTEST:

By: _____
Heidi White, Clerk of the Board

FIRM

Prentice|Long, PC

By: _____
Margaret E. Long, Partner

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

EXHIBIT A
Scope of Work

The following services shall be provided under this Agreement:

- Create, maintain and update departmental policies to ensure legal compliance and consistency with County Code and State and Federal Law;
- Assist in drafting a public safety tax initiative.

Exhibit B

COMPENSATION

County shall compensate Firm as follows:

Other Services

\$2,000 per month for a maximum of 13 hours a month, and \$185.00/hour for all time thereafter.

The payment under this agreement shall not exceed \$100,000.

Costs and Expenses

Travel expenses

Best available rate for
overnight stays and IRS rate
for travel.

Firm will charge hourly rate for travel time.

Necessary costs incurred for the following:

Actual Cost

Compensation shall not exceed \$30,000 per year.



PLUMAS COUNTY FAIR MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Steffanic, County Fair Manager

MEETING DATE: June 20, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between the Plumas - Sierra County Fair and The Canine Stars, Inc. for entertainment at the 2023 Plumas Sierra County Fair, for FY 2023/2024; not to exceed \$11,200.00; approved as to form by County Counsel.

Recommendation:

.Approve and authorize the Chair to sign an Agreement between the Plumas -Sierra County Fair and The Canine Stars, Inc. for entertainment at the 2023 Plumas Sierra County Fair, for FY 2023/2024; not to exceed \$11,200.00; approved as to form by County Counsel.

Background and Discussion:

.As entertainment costs increase, the need for approval and authorization from the Board of Supervisors is becoming more common due to the expenditure threshold.

Action:

..Approve and authorize the Chair to sign an Agreement between the Plumas -Sierra County Fair and The Canine Stars, Inc. for entertainment at the 2023 Plumas Sierra County Fair, for FY 2023/2024; not to exceed \$11,200.00; approved as to form by County Counsel.

Fiscal Impact:

.This item has been budgeted for in the FY 2023/2024 budget.

Attachments:

1. 23-186 Canine Stars FINAL

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Fairgrounds** (hereinafter referred to as "County"), and **The Canine Stars, Inc., a Colorado corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Eleven thousand two hundred dollars (\$11,200.00)**.
3. Term. The term of this agreement shall be from **July 1, 2023** through **August 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 whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. The obligations of this Section 8 shall survive the expiration, termination or assignment of this Agreement.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability coverage at least as broad as the current Insurance Services Office (ISO) policy form #CG 00-01 (and professional liability, if applicable to the services provided), with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned and hired automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned and hired automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents, and the State of California, California Fair Services Authority, the District Agricultural Association, Plumas/Sierra County Fair, Lessor/sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California and State Fair, and their officers, directors, employees, representatives and agents (collectively, for the purpose of this section 9, the "County Parties") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County Parties, as the additional insureds; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County Parties, including defense costs and damages; and
 - iv. Nothing herein shall be construed as limiting the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the County from taking other actions available to it under this Agreement or by law, including but not limited to actions pursuant to Contractor's indemnity obligations; and
 - v. Contractor's policy shall be primary insurance as respects the County Parties. Any insurance policies or self-insurance coverage maintained by the County Parties shall be secondary and in excess of the Contractor's insurance and shall not contribute with it, and Contractor's policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County Parties before the County Parties own insurance policies or self-insurance shall be called upon to protect them as additional named insureds, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law. If the Contractor is exempt, they will complete the Worker's Compensation Exempt Statement, attached hereto and incorporated herein as Exhibit C.

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

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

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

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

County:

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

Contractor:

The Canine Stars, Inc.
3437 Oregon Trail,
Fort Collins, CO 80526
Attention: Keri Caraher

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. 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.
28. 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.
29. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.
30. If applicable, Contractor affirms that it has all necessary licenses and registrations required to perform work in California.

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

CONTRACTOR:

The Canine Stars, Inc., a Colorado corporation

By: _____

Name: Keri Caraher

Title: CEO/CFO

Date signed:

COUNTY:

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

By: _____

Name: John Steffanic

Title: CEO

Date signed:

By: _____

Name: Dwight Ceresola

Title: Board of Supervisors Chairman

Date signed:

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board

Date signed:

Approved as to form:



Sara James

Deputy County Counsel II

5/16/2023

EXHIBIT A

Scope of Work

CONTRACTOR AGREES:

1. **To provide general audience STUNT DOG PERFORMANCE details in Attachment A:
Thursday, July 27, 2023 through Sunday, July 30, 2023
Showtimes to be determined at the fair.**
2. **To furnish the Fair with a Certificate of Insurance for Worker's Compensation and Liability Insurance as described in the attached sample Insurance Certificate or provide CFSA Master Insurance number and complete W-9 Form.**
3. **To pay all expenses incurred by themselves, personal or otherwise.**

EXHIBIT B

Fee Schedule

The Canine Stars, Inc. will be paid Eleven Thousand Two Hundred Dollars (\$11,200.00) for the duration of the Fair (total of 4 days) to be paid at the conclusion of the fair.

EXHIBIT C

**WORKERS' COMPENSATION
EXEMPT STATEMENT**

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

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

Signature of Contractor

Date signed

ATTACHMENT A

| | | |
|-------------------------------------|---|---|
| ✓ The Canine Stars - Stunt Dog Show | The Canine Stars Agreement & Show Rider | The Canine Stars - Stunt Dog Show - INVOICE |
|-------------------------------------|---|---|



The Canine Stars Stunt Dog Show Performance Contract

This Contract represents an agreement between Plumas Sierra County Fair ("Event"), represented by John Steffanic, and The Canine Stars Stunt Dog Show ("Entertainer"), for 2023-0727-0730 CA Plumas Sierra County Fair at 204 Fairgrounds Road, Quincy, CA 95971, United States, for 4 day(s) of shows from 07/27/2023 to 07/30/2023. The Event wishes to engage the Entertainer subject to the terms and conditions as follows:

ENTERTAINER will provide the following:

- Performances: The Canine Stars Stunt Dog Show performances including all contracted cast, trainers, mc and dogs. Up to three Standard shows per day, approx. 25 minutes each, including 10-15 min "pre-show" before, and 10-15 minute "meet & greet" after each show.
Stage & Set Equipment: All show equipment, including Basic Set with Sound System and Dog Sport Props (Event provides designated performance area) Ball Pit Pool and Dock with Truss backdrop . Show equipment and trainers uniforms branded as "The Canine Stars," and may include small (2 inch tall) logo from our dog food sponsor, Only Natural Pet.
- Fan Souvenirs: Shows may offer giveaways including Canine Stars Trading Cards, Frisbees, and Treat Samples. Event may provide additional items as giveaways.
- Setup and Teardown Labor: All setup and teardown labor of stage, set, and equipment provided by Entertainer. Setup starts 1 day before the first show, and Teardown ends 1 day after last show.
- Administration: All operational preparation and coordination including all associated costs and expenses with the aforementioned. Liability Insurance policy provided, and on request "Additional Insured" \$2,000,000 certificate available. Additional Insured Policy requested by Event. All dogs requiring licensing by USDA will be current, and health certificates will be provided if required.
- Media: The Canine Stars will provide Media appearances, content, photos and videos for media and print, accessible via links within Canine Stars Online Portal.

EVENT will provide the following:

- Performance Space & Power Requirements: Flat performance area minimum 50ft x 80ft . on Grass (flat and level with no holes, dips or rocks) Adjacent space required for Entertainer's "backstage" area for Unit TBD, 30ft long Trailer (30 amp power), 42ft long RV (50 amp power) and/or 23ft long Van (110v power). 110v power required for Sound System.
- Schedule: Event shall determine schedule of performance show times, with minimum 1 hour break between shows. (Example: First Show 12:00-12:30, min. 1 hour break, Next Show 1:30-2:00)
- Equipment & Staff: Bleachers/seating for audience surrounding 3 sides of our show area is recommended. Event may provide custom branding and imaging, signage and sponsors (No dog food sponsors please). Event shall take reasonable precautions for the safety of the Entertainers, dogs and equipment during the event, ensuring that only the Entertainers are allowed on stage or back stage, by providing adequate staff for security, ushers, and provide area cleaning between shows as needed.
- Water: Access to drinking water and showers (onsite or at hotel) for entertainers and dogs.

- Credentials: 1-2 Parking passes for additional vehicles, and 3-6 Admission passes for event access.
- Hotel: No Hotel required if 50amp power is available for our RV parked backstage, with access to onsite showers. (Hotel may not be required if RV parking backstage and 50amp power is available)
- Compensation: In full consideration for all services rendered by the Entertainer, the Event will pay to the Entertainer the total amount on attached Quote. Two payments: 20% of total due at acceptance of the Quote, and remaining balance due on the final day of shows. Accepted: Credit Card through Canine Stars Online Portal, Wire Transfer, or Check payable to "The Canine Stars" USD.

Inclement Weather: Shows may be modified or cancelled due to weather if conditions are unsafe for the dogs (for example rain may make the performance area slippery, so high jumping sports may be removed. Dock diving into our water pool may be modified when temperatures are less than 55 degrees fahrenheit.)

Cancellation of this Agreement over 6 months prior to performance will result in forfeit of the 20% deposit. Cancellation by the Event for any reason within 6 months of the performance date will require payment of any outstanding balance of the full Fee, due at cancellation.

The Event and the Entertainer agree to perform their obligations under this Contract, in all respects, in good faith.

To indicate your acceptance of the above, sign electronically below.

JOHN STEFFANIC

Type your name

KERI CARAHER

Keri Caraher

✓ Signed Jan 17th, 2023



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

June 12, 2023

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: John Steffanic, Fair Manager

SUBJECT: Approve and authorize Chair to sign the First Amendment to License Agreement by and between Plumas County and High Sierra Music, Inc. for use of the Plumas-Sierra County Fairgrounds

Background:

High Sierra Music, Inc. has been using the Plumas-Sierra County Fairgrounds for the purpose of preparing for, and presenting, a four-day music festival that is open to the general public for a fee, which includes camping, for many years. Due to the recent amendment to the Plumas County Camping Ordinance and confusion concerning camping around the fairgrounds, Plumas County and High Sierra Music, Inc. wish to amend the License Agreement, dated April 19, 2019.

Proposal:

The Fair Manager is requesting The Board of Supervisors Approve and authorize Chair to sign the First Amendment to License Agreement by and between Plumas County and High Sierra Music, Inc.

Action:

It is recommended that the Board of Supervisors authorize The Board Chair to sign the First Amendment to License Agreement by and between Plumas County and High Sierra Music, Inc.

END OF MEMORANDUM

FIRST AMENDMENT TO LICENSE AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND HIGH SIERRA MUSIC, INC.

This First Amendment to License Agreement ("Amendment") is made on June 20, 2022, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and High Sierra Music, Inc., a California corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and CONTRACTOR have entered into a written License Agreement dated April 19, 2019, (the "Agreement"), in which COUNTY agreed to provide license to CONTRACTOR the use of the Plumas-Sierra County Fairgrounds.
 - b. Because there is some confusion concerning camping around the Fairgrounds the parties desire to change the License Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 3(a) is amended to read as follows:

The premises to be occupied under the license ["Premises"] consist of all fairgrounds property and adjacent open areas controlled by the Licenser at the time of each festival, and any leased or owned property controlled by the Licensee around the Fairgrounds. If there is a substantial decrease in area of the Premises during the term of this agreement, Licensee and Licenser shall, in good faith, negotiate regarding the effect such change shall have on the license fee. If no agreement can be reached, Licensee may terminate this agreement. All building and facilities used by Licenser in 2018, together with Old Town Booths One and Two, shall be included in the premises to be occupied under this license for the license term. This includes all buildings except the administration, the Mineral Building kitchen, Maintenance Shop, Pump Houses, Peppard Cabin, Old School House, and any areas or buildings, or parts thereof, locked for Fair security reasons. Licensee shall also have access to all Old Town Booths and the Head Start building. If Licensee uses the Head Start building, it shall arrange and pay for the professional cleaning of the building before surrendering the premises to Licenser. The Premises shall be kept in good and clean condition at all times during the license period, ordinary wear and tear excepted. To the extent reasonably possible, the kitchen in the

Tulsa Scott building will be fully functional and part of the agreed facilities available to Licensee.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the License Agreement dated April 10, 2019, shall remain unchanged and in full force and effect.

EXECUTION: In signing below, the signatory warrants the he or she is duly authorized by the corporate, county or municipal entity that is bound by the agreement.

For the Licensors:

Dwight Ceresola
Chair, Plumas County Board of Supervisors

Date of Signature: _____

For the Licensee:

Rebecca Sparks
Rebecca Sparks, President, High Sierra Music, Inc.

Date of Signature: June 12, 2023

Roy Carter
Roy Carter, Vice-President, High Sierra Music, Inc.

Date: June 12, 2023

John Steffanic
Fair & Event Center Manager

Date: _____

Approved as to form:



Gretchen Stuhr
Plumas County Counsel



PLUMAS COUNTY FARM ADVISOR MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Samantha Brown, Administrator Assistant II

MEETING DATE: June 20, 2023

SUBJECT: Approve and authorize the Chair to sign Amendment No.1 to an Agreement between the County of Plumas and The Regents of the University of California, to provide continued services for FY 2022-23; not to exceed \$19,585.00; approved as to form by County Counsel.

Recommendation:

Authorize and accept Amendment No 1 to Agreement No Y22-6136 between the County of Plumas and The Regents of the University of California.

Background and Discussion:

To extend the standing agreement and provide additional funding under Article 1. This money goes towards funding our local Education Specialist (4-H) position for Plumas and Sierra Counties.

Action:

Approve Amendment No. 1 to the Agreement between the County of Plumas and The Regents of the University of California

Fiscal Impact:

\$19,585.00 total- being broken up into two payments of \$9,792.50.

Attachments:

1. Farm Advisor_20230609_150016

Amendment No. 1 to AGREEMENT NO. Y22 - 6136

Between

COUNTY OF PLUMAS

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT, entered into on August 4, 2022, by and between the County of Plumas; (hereinafter called "County") and The Regents of the University of California on behalf of its Cooperative Extension Plumas County (hereinafter called "University") is hereby amended as set forth below.

The purpose of this amendment is to extend the period of performance and provide additional funding under Article 1 of the Agreement. The specific modifications to this Agreement follow:

ARTICLE II – COMPENSATION AND TERM

A. INITIAL PAYMENT

1. County agrees to pay University an additional fixed price amount of Nineteen Thousand Five Hundred Eighty-Five Dollars (\$19,585.00 US) for continued services provided during the budget period of July 1, 2023 through June 30, 2024. Funds may be carried forward from one budget period to the next budget period.
2. Payment shall be made payable – 50 % of the amount (\$9,792.50) within thirty (30) days of execution of this agreement and the remaining 50% payment (\$9,792.50) to be received by June 30, 2024, and any subsequent amendments by both parties. Payments shall be made payable to The Regents of the University of California, reference this agreement number, and be mailed to the following address:

UC Davis AR Lockbox
PO Box 741816
Los Angeles, California 90074-1816

IN WITNESS WHEREOF, the parties have executed this amendment to the agreement on the day and year first above written.

COUNTY OF PLUMAS

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

BY: _____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors

BY: Kimberly Lamar
Kimberly Lamar
Associate Director


DATE _____

DATE 6/2/23
Fed. Tax ID # 94-6036494

ATTEST:

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


Reviewed and Recommended



David Lile, Director, UCCE Plumas-Sierra
University of California, Agriculture and Natural Resources

6/9/23
Date

Approved as to form:



Joshua Brechtel
Deputy County Counsel

5/24/2023



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Tracey Ferguson, Director of Planning
MEETING DATE: June 20, 2023
SUBJECT: Approve and ratify Chair signature on Plumas County Letter of Support for the Sierra Valley Groundwater Management District (SVGMD) Grant Application to DWR for the Sustainable Groundwater Management (SMG) Grant Program's Sustainable Groundwater Management Act (SGMA) Implementation Round 2 - Application Number 2022SIR20030

Recommendation:

Ratify Chair signature on Plumas County Letter of Support for SVGMD DWR Grant Application under SMG Grant Program's SGMA Implementation Round 2.

Background and Discussion:

DWR has recommended a draft award of \$5,445,000 to the SVGMD for the SGM Grant Program's SGMA Implementation Round 2 funding, Sierra Valley Subbasin (5-012.01) Groundwater Sustainability Plan (GSP) Implementation and Planning. Final awards are pending. The Plumas County letter of support, as a co-Groundwater Sustainability Agency, states the Board of Supervisors sees great value in the Sierra Valley GSP projects and efforts defined in the implementation grant proposal and thanks DWR for the recommended Round 2 award. Plumas highly encourages DWR to fully fund the SVGMD, as outside funding is critical for implementation of GSP project and management actions including groundwater recharge, watershed management, improvements to irrigation efficiency, and filling critical data gaps required to adequately manage local water resources.

Action:

Ratify Chair signature on Plumas County Letter of Support for SVGMD DWR Grant Application under SMG Grant Program's SGMA Implementation Round 2.

Fiscal Impact:

Planning staff time (General Fund) to draft letter of support.

Attachments:

1. Plumas BOS_SVGMD_DWRSGMAImpGrantRound 2_6.9.23__AppNumber 2022SIR20030

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
TOM McGOWAN, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



June 9, 2023

California Department of Water Resources (DWR)
Division of Regional Assistance
DWR Headquarters
P.O. Box 942836
Sacramento, CA 94236-0001

**RE: PLUMAS COUNTY LETTER OF SUPPORT FOR THE SIERRA VALLEY
GROUNDWATER MANAGEMENT DISTRICT (SVGMD) GRANT APPLICATION TO
DWR FOR THE SUSTAINABLE GROUNDWATER MANAGEMENT (SGM) GRANT
PROGRAM'S SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)
IMPLEMENTATION ROUND 2—APPLICATION NUMBER 2022SIR20030**

Dear DWR Directors and Division of Regional Assistance,

The Plumas County Board of Supervisors is writing in support of the SVGMD grant application and DWR's recommended award of \$5,445,000 for the SGM Grant Program's SGMA Implementation Round 2 funding for the Sierra Valley Subbasin (5-012.01) Groundwater Sustainability Plan (GSP) Implementation and Planning.

Plumas is a partner to the SVGMD as a GSA for the Sierra Valley Groundwater Subbasin and is in full support of the Round 2 SGMA Implementation grant application to implement the January 2022 adopted Sierra Valley GSP.

This project and its intended outcomes of supporting Sierra Valley in achieving groundwater sustainability are of critical importance to the Sierra Valley community and its goal to sustainably manage its water resources by 2042; however, this project cannot be implemented without outside funding due to the limited resources of the SVGMD and surrounding community. Both Sierra County and Plumas County, where the Sierra Valley Subbasin is located, are both designated as "moderately high" or "high" for underrepresented communities (URC). In addition, areas near Loyalton, Sierra Brooks, Sattley, and Sierraville are considered Disadvantaged Communities (DACs) or Severely Disadvantaged Communities (SDACs).

The Board of Supervisors sees great value in the Sierra Valley GSP projects and efforts defined in the implementation grant proposal and thanks DWR for the recommended Round 2 award.

Plumas highly encourages DWR to fully fund the SVGMD, as outside funding is critical for implementation of GSP project and management actions including groundwater recharge, watershed management, improvements to irrigation efficiency, and filling critical data gaps required to adequately manage local water resources.

Sincerely,

A handwritten signature in blue ink, reading "Dwight Ceresola".

Dwight Ceresola, Chair
Plumas County Board of Supervisors



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Tracey Ferguson, Director of Planning
MEETING DATE: June 20, 2023
SUBJECT: Approve and authorize the Planning Department to recruit and fill, funded and allocate; (one) 1.0 FTE Assistant/Associate/Senior Planner Flexibility Allocated Position due to resignation, effective June 9, 2023.

Recommendation:

Approve and authorize Planning Department to recruit and fill the vacant one (1) FTE Assistant/Associate/Senior Planner Flexibility Allocated Position.

Background and Discussion:

As a result of the resignation of the Assistant/Associate/Senior Planner position effective June 9, 2023, there exists a vacancy. The Planning Department is requesting to recruit and fill this position immediately. The completed critical staffing questionnaire, departmental organizational chart, and job descriptions are attached.

Action:

Approve and authorize Planning Department to recruit and fill the vacant one (1) FTE Assistant/Associate/Senior Planner Flexibility Allocated Position.

Fiscal Impact:

This position is funded and allocated in the FY 22/23 and FY23/24 Planning Department budgets.

Attachments:

1. Asst_Ass_Senior_Planner_VacantPosition

QUESTIONS FOR STAFFING CRITICAL POSITIONS
CURRENTLY ALLOCATED FOR FISCAL YEAR (FY) 2022/2023 & 2023/2024

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes – the Planning Department is an essential function that performs technical reviews of land use and permit applications, prepares statutorily required environmental documentation, and provides customer service in explaining County ordinances and regulations to the public.

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

The Planning Department is now staffed with only the Director, although there are four (4) funded positions – one Director, one Assistant Director, and two Assistant/Associate/Senior Planner positions. Additionally, there is a vacant ‘extra help’ position and a filled ‘retired annuitant’ working 6-8 hours per week. The Department will not be able to serve the public adequately, in working with other County departments such as Building, to process permits without filling this position.

3. How long has this position been vacant?

Vacant as of June 9, 2023 under FY22-23 budget approval.

4. Can the department use other wages until the next budget cycle?

The Planning Department’s budget line item for wages in the FY22/23 and FY 23/24 budgets include funds for this position.

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

Generally speaking, staffing levels at other similar rural counties are consistent in that staff is limited with smaller planning departments.

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

Core functions of the position include building and planning permit processing, which affects the public’s ability to receive approved permits and begin the construction process, which in turn affects the County’s economy.

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

The negative fiscal impact on the County will be the compromised ability and likely inability in some aspects to process building and planning permit applications in a timely manner.

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

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 this position may impact, positively or negatively, the need for general fund support? Building and planning permit applications continue to be on the rise, especially with wildfire recovery rebuilds. This trend is anticipated to increase FY23/24 and beyond. The immediate filling of this position and the ability to process permits will positively impact the General Fund by increased revenue.

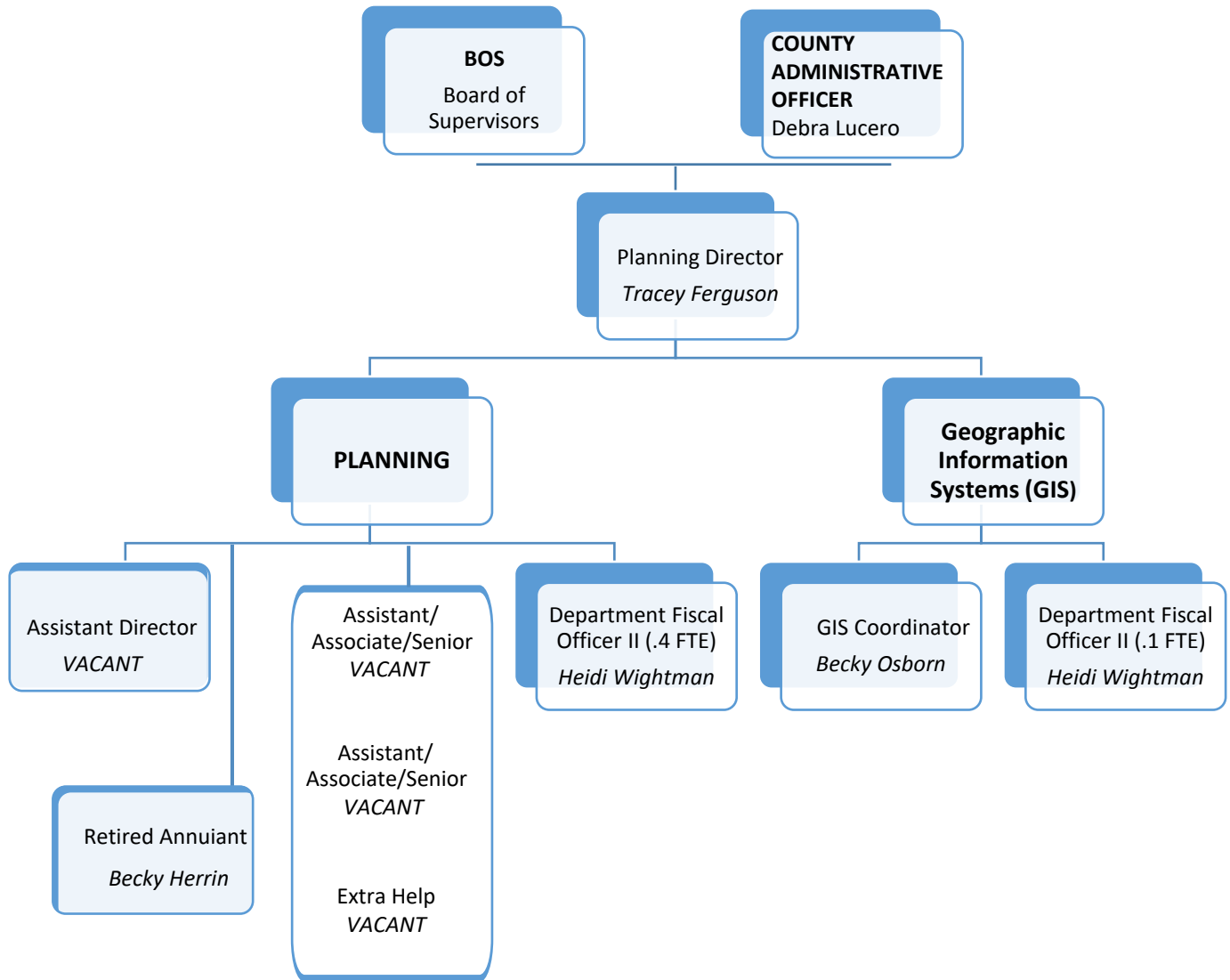
10. Does the department have a reserve?

No.

Planning Department

GIS Department

Organizational Chart



ASSISTANT PLANNER

DEFINITION

Under general supervision, to perform professional planning assignments in the County Planning Department; to participate in planning studies, environmental reviews, community design, and general plan preparation; to assist with planning policy formulation and implementation; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the professional Planner class series. Incumbents receive relatively close supervision while performing basic planning assignments. This class differs from the next higher level of Associate Planner in that Associate level incumbents have greater decision-making latitude and more independent responsibilities in performing job assignments. An incumbent at the Assistant Planner level who demonstrates sound work habits and the ability to perform independent assignments may expect promotion to the Associate Planner level, when the requisite experience has been gained.

REPORTS TO

Planning Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

ASSISTANT PLANNER - 2

EXAMPLES OF DUTIES

Gathers data and information for planning studies and long range planning policy development; assists with preparation of general plan elements; assists with current planning assignments; assists with and prepares project reports; conducts research and performs data analysis; processes applications for planning projects, such as special use permits, zoning changes, and site development permits; coordinates application reviews with other departments; provides staff support for LAFCO and performs projects related to annexations, consolidations, and district changes; may conduct inspections of sites to ensure compliance with General Plan and Zoning Codes; assists with the preparation and prepares environmental studies; assists with the preparation of public presentations; participates in the environmental review of proposed projects; assists with the implementation of general plan amendments and specific planning requirements; assists with the revision of planning ordinances; interprets use permits in accordance applicable ordinances and regulations; performs basic reviews of site development plans and may prepare and present staff reports on routine items for the Zoning Administrator and elected or appointed boards and commissions which hear and act upon public planning issues and matters; prepares or assists with the preparation of maps and graphs; receives zoning violation complaints; answers public inquiries regarding planning issues, permit procedures, and zoning.

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 including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

ASSISTANT PLANNER - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, techniques, and knowledge of land use planning.
- Current trends in land use planning and community design.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.

Ability to:

- Assist with planning studies and environmental reviews.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Assist with the preparation of planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Read and interpret maps.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Make effective oral and written presentations.
- Effectively represent the Planning Department and the Land Use Ordinances and policies in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Equivalent to graduation from a four (4) year college or university with major work in planning, or a closely related field. Previous experience performing technical planning support assignments is desirable.

Special Requirement: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

ASSOCIATE PLANNER

DEFINITION

Under direction, to perform a variety of assignments in the preparation and distribution of planning reports; to represent the Planning and Building Department to groups and organizations as directed; to perform technical reviews of land use and permit applications, environmental impact reports, and environmental statements; to assist with planning policy formulation and implementation; to explain ordinances, resolutions, regulations and County policies to the public; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the experienced working level in the professional Planner class series. Incumbents perform a variety of professional planning work with minimal guidance and supervision. Incumbents have greater decision-making latitude and work independence than Assistant Planners. However, they do not have the lead and work coordination responsibilities of a Senior Planner.

REPORTS TO

Director of Planning and Building and Assistant Planning Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

ASSOCIATE PLANNER - 2

EXAMPLES OF DUTIES

- Researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues.
- Prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, parcel map reviews, and other items.
- Assists with the preparation of environmental assessments for compliance with the California Environmental Quality Act; prepares and/or reviews environmental impact reports.
- Reviews information and develops mitigation measures for environmental problems.
- Prepares notices of pending public hearing items for review by others.
- Incorporates comments into staff reports.
- Develops conditional requirements consistent with report comments.
- Assists with planning ordinances and amendments.
- Reviews building permits for zoning regulation compliance.
- Prepares general plan elements.
- Interprets use permits in accordance applicable ordinances and regulations.
- Performs reviews of site development plans prepares and presents staff reports for the Zoning Administrator and boards and commissions concerned with land use issues and policies.
- Receives complaints regarding violations of Planning and Zoning Codes.
- Conducts field investigations to confirm violations.
- Provides information and develops correction plans regarding violations.
- may represent the Planning and Building Department in Court.
- Answers public inquiries regarding planning issues, permit procedures, and zoning.

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 including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

ASSOCIATE PLANNER - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Laws, regulations, and ordinances governing planning, zoning, and land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.

Ability to:

- Perform a variety of planning studies and environmental reviews.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Prepare comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Read and interpret maps.
- Make effective oral and written presentations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Effectively represent the Planning and Building Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

ASSOCIATE PLANNER - 4

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of responsible experience in public planning work equivalent to an Assistant Planner with Plumas County.

Special Requirement: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

SENIOR PLANNER

DEFINITION

Under direction, to perform a variety of the more difficult, complex, and specialized assignments in the preparation and distribution of planning reports; to represent the Planning and Building Department with groups and organizations as delegated; to perform technical reviews of land use and permit applications, environmental impact reports, and environmental statements; to assist with planning policy formulation and implementation; to explain ordinances, resolutions, regulations and County policies to the public; to provide lead direction and coordination for other staff; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the most advanced working and lead level in the professional Planner class series. Incumbents perform a variety of the most complex and specialized professional planning work with minimal guidance and supervision. They also provide lead direction and work coordination for other staff. An incumbent may be assigned to represent the Planning and Building Department on standing committees.

REPORTS TO

Director of Planning and Building, Assistant Planning Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides lead direction and project coordination for other staff.

EXAMPLES OF DUTIES

- Researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues.
- Prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, land division reviews, and other items.
- Participates in the subdivision and use permit application processing procedures.
- Prepares environmental assessments for compliance with the California Environmental Quality Act.
- Prepares and reviews environmental impact reports.
- Reviews information and develops mitigation measures for environmental problems.
- Prepares notices of pending public items.
- Incorporates mitigations and comments into staff reports.
- Develops conditional requirements consistent with reports and comments.
- Prepares planning ordinances and amendments.
- Reviews building permits for zoning regulation compliance.
- Prepares general plan elements.
- Monitors use permits for compliance with applicable ordinances and regulations.
- Reviews building plans for necessary compliance with pertinent County codes.
- May serve as a primary staff person for assigned committees.
- Performs reviews of site development plans
- Performs in-depth title searches.
- Enforces Noise Ordinances.
- Assists with Department budget preparation and purchasing.
- Coordinates legislative projects with respect to general plan amendments, zone changes, and code amendments.
- Provides census information and demographic analyses to other County departments and the public.
- Prepares and presents staff reports for the Zoning Administrator and elected or appointed boards and commissions which hear and act upon public planning issues and matters.
- Prepares reports for the Board of Supervisors on Zoning Administrator actions.
- Provides work coordination, lead direction, and training for other staff; may supervise contract consultants.
- Participates in joint projects with other departments and agencies.
- Answers public inquiries regarding planning issues, permit procedures, and zoning.

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 audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

SENIOR PLANNER - 3

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Federal, State, and local laws, regulations, and ordinances governing planning, zoning, and land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.
- Mapping methods and techniques.
- Contract preparation and administration.
- Budget development and administration.
- Principles of work coordination, lead direction, and training.

Ability to:

- Perform a variety of the most complex planning studies and environmental reviews.
- Provide work direction, coordination, and training for other staff.
- Perform special assignments representing the Planning Department on committees as delegated.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Prepare comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Make effective written and oral presentations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Effectively represent the Planning and Building Department and County Land Use Ordinances and policies in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

SENIOR PLANNER - 4

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of responsible experience in public planning work equivalent to an Associate Planner with Plumas County.

Special Requirement: Must possess a valid d license at time of application and a valid r California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Administrator Assistant II
MEETING DATE: June 20, 2023
SUBJECT: Approve and authorize the Department of Public Health to recruit and fill, funded and allocated 1.0 FTE Office Assistant I/II/III; vacancy due to resignation; no impact on the General Fund.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Office Assistant I/II/III in the Public Health Department.

Background and Discussion:

Effective May 19, 2023, the Office Assistant I/II/III of Public Health resigned. The Department is requesting to fill this vacancy.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

Authorization for the Department of Public Health to fill the vacancy of one (1) FTE Office Assistant I/II/III in the Department

Fiscal Impact:

This position is able to be funded as allocated in the FY22/23 Public Health budget. There is no impact to the General Fund.

Attachments:

1. Critical Staffing Request Admin Assistant_Office Assistant
2. 1-Admin & Fiscal Services 1 23

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Admin Assistant/Office Assistant – Veteran Services Department, Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
Administrative Assistants and Office Assistants are the workforce for administrative services, which supports the operations unit of the Department.
- Why is it critical that this position be filled at this time?
Admin Assistants/Office Assistants provide consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
This is a new position that has been created out of necessity, as others in the Department have been filling the need and it has become detrimental to their own job responsibilities.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. However, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?
There is no fiscal impact to the General Fund as this position will be funded through a Cal Vet increase in county funding. Cal Vet has assured the California Association of Veteran Service Officers that this increase will continue into the foreseeable future.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this funded externally.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

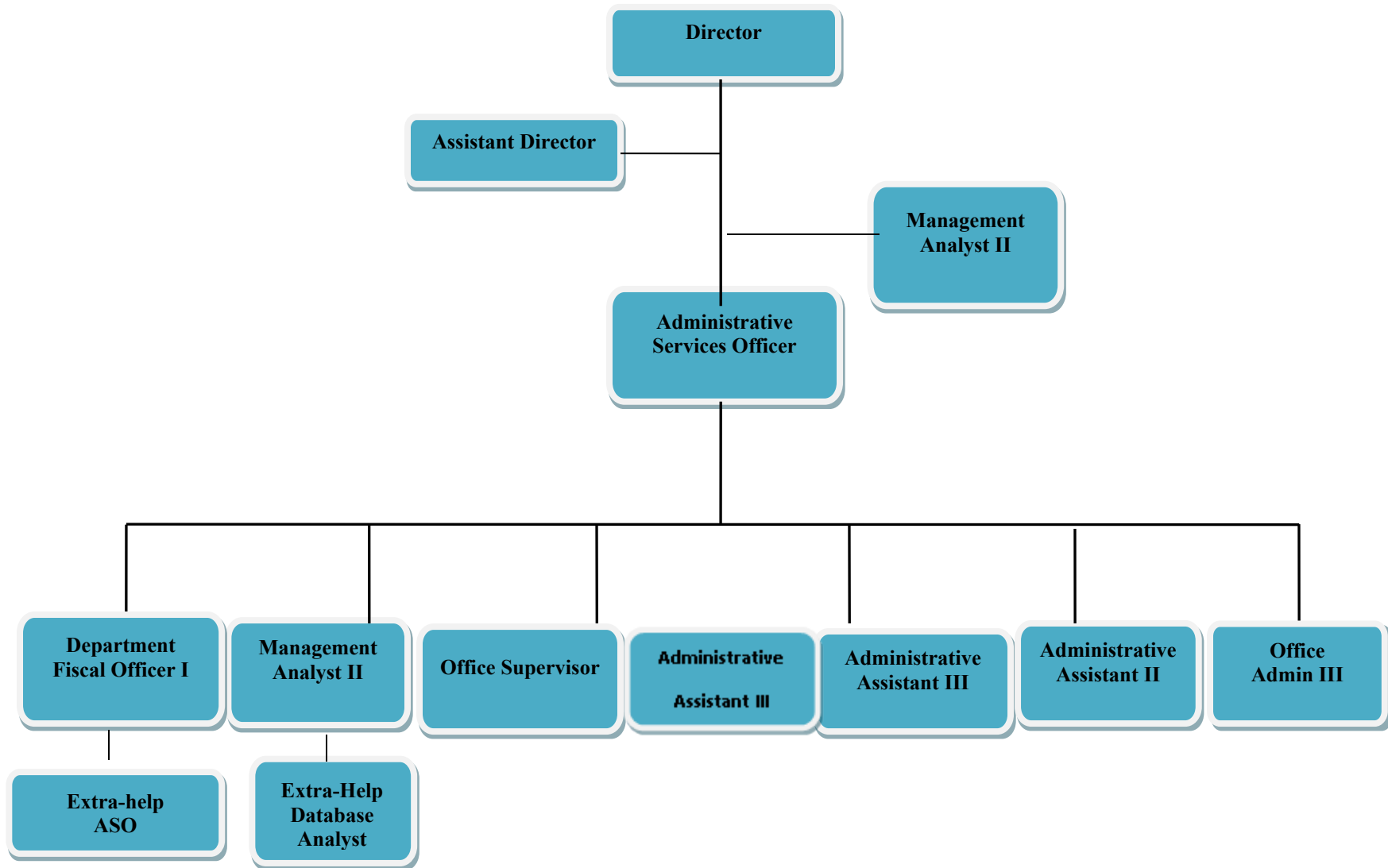
FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION**

1





**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: June 20, 2023

SUBJECT: Approve and authorize the Department of Public Health to recruit and fill, funded and allocated; (one) 1.0 FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator; vacancy due to resignation; no impact on the General Fund.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator.

Background and Discussion:

Effective June 16, 2023, one (1) Health Education Coordinator is resigning from the Public Health Department. The Department is requesting to fill this vacancy.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

Approve and authorize the Department of Public Health to recruit and fill; funded and allocated; one (1) FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator; vacancy due to resignation.

Fiscal Impact:

This position is able to be funded as allocated in the FY22/23 Public Health Budget.

Attachments:

1. Critical Staffing Request HE Series 1_3_22
2. 2-Health Education & Outreach

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Community Outreach Coordinator/Health Education Specialist/
Health Education Coordinator – Public Health Agency**

- Is there a legitimate business, statutory or financial justification to fill the position?
The Health Education Series employees are responsible for the organization, coordination, implementation, and conduct of a variety of Public Health education programs and related health services.
- Why is it critical that this position be filled at this time?
Not filling this position will cost PCPHA funds that cannot be drawn down from grants, and will as not being able to bill for positions unless funds have been spent. It can be argued that these are not lost funds because we won't have to expend the funds if the position is vacation. However, the County loses the value of the services being provided to families and children.
- How long has the position been vacant?
Effective 10/31/22
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. However, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = \$582,102

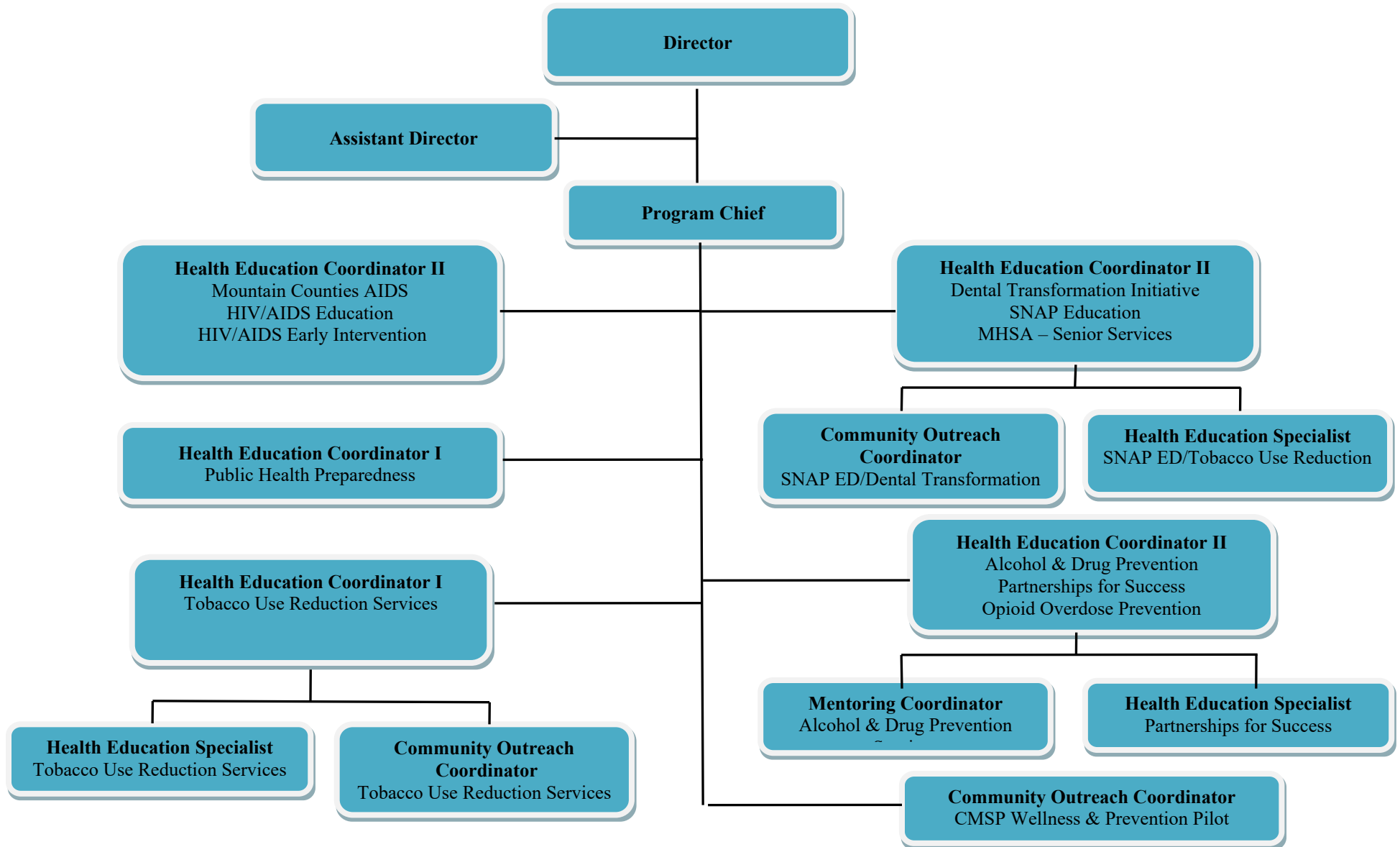
FY19/20 = \$1410,133

FY20/21 = \$1421,255

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
HEALTH EDUCATION AND PREVENTION DIVISION**

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
HEALTH EDUCATION AND PREVENTION DIVISION**

2





**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Administrator Assistant II
MEETING DATE: June 20, 2023
SUBJECT: Approve and authorize the Chair to sign a contract with Les Hall in the amount of \$75,000.00 to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program; no impact to the General Fund; approved as to form by County Counsel.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign a contract with Les Hall in the amount of \$75,000.00.

Background and Discussion:

Plumas County Public Health Agency participates in the Medi-Cal Administrative Activities (MAA) Program. This program allows counties, through a system of time studies and cost reports to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure, and duty statements.

The MAA Program is very complex, especially the invoicing which is very detailed and takes a considerable amount of time to prepare. Time is of the essence to ensure all revenues are captured.

Action:

Approve and authorize the Chair to sign a contract with Les Hall in the amount of \$75,000.00 to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program.

Fiscal Impact:

There is no impact to the General Fund as these contracts are fully funded through various programs in Public Health.

Attachments:

1. 23-390 MAA2324HALL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and LES HALL, a Sole Proprietor (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. **Scope of Work.** Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor 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. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement, and Subcontractor shall verify Subcontractor's compliance.

10. Licenses and Permits. Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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 Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Subcontractor 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. Subcontractor 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 Subcontractor.

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:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Subcontractor:

Les Hall
P.O. Box 146
Quincy, CA 95971

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or Subcontractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subcontractor is required to verify that none of the Subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates

(defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. 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.

MAA2324HALL

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

SUBCONTRACTOR:

Les Hall, a Sole Proprietor

By: 

Les Hall

Date signed:

COUNTY:

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

By: 

Dana Loomis

Director of Public Health Agency

Date signed: 5/31/2023

By: _____

Dwight Ceresola

Chair, Plumas County Board of Supervisors

Date signed:

ATTEST:


By: _____

Heidi White

Clerk of the Board

Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

5/31/2023

EXHIBIT A

Scope of Work

Subcontractor agrees to provide the following technical support and assistance services to the Plumas County Public Health Agency MAA Coordinator, as requested, for the following:

- MAA claiming including, but not exclusive of, preparation of claiming plans and invoicing in accordance with federal and state guidelines.
- Response to information requests by county, state and federal agencies related to Plumas County Public Health Agency MAA.
- MAA time surveys including, but not exclusive of, training and survey completion.
- Audit support including audit preparation, but not exclusive of, site visit support and responses to findings.

EXHIBIT B**Fee Schedule****INVOICING AND PAYMENT:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with this subcontract.

- A. Plumas County Public Health Agency agrees to pay 10% of total MAA invoice amounts submitted for all Plumas County entities in the MAA claiming plan. Since the state normally pays one year after invoices are submitted, PCPHA agrees to pay Les Hall a monthly estimated amount based on the prior year invoices, with a true up payment once final payment is received by Plumas County Public Health Agency.

B. Invoice(s) Shall:

- 1) Bear the Subcontractors name, exactly as shown on the Agreement.
- 2) Bear the Subcontractor Agreement Number.
- 3) Identify the expense, billing and/or performance date covered on invoice
- 4) Invoice(s) must be signed by authorized personnel.
- 5) Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.

C. Invoice(s) Schedule:

| Invoice | Description | Invoice Due |
|-------------------------|---|--------------------------|
| 1 st Quarter | July 1 st – September 30 th | October 15 th |
| 2 nd Quarter | October 1 st - December 31 st | January 15 th |
| 3 rd Quarter | January 1 st – March 31 st | April 15 th |
| 4 th Quarter | April 1 st – June 30 th | July 15 th |

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).



**PLUMAS COUNTY
AGRICULTURE/WEIGHTS & MEASURES
DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Margaret Bell, Agricultural Standards Management Analyst I

MEETING DATE: June 20, 2023

SUBJECT: Approve and authorize the Chair to sign an Amendment to the Agreement between Plumas County Agriculture/Weights and Measures and A.B.S. Builders, Inc., to extend the term of the agreement from June 30, 2023 to August 30, 2023 to complete the Vehicle Shed/Garage project; no impact on the General Fund; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and Authorize the Department of Agriculture/Weights & Measures to amend the contract with A.B.S. Builders, Inc. for a 4-bay Vehicle Shed/Garage to extend the contract expiration date from June 30, 2023, to August 30, 2023.

Background and Discussion:

On April 11, 2023, the Board of Supervisors approved the contract with A.B.S. Builders, Inc to allow for the construction of a 4-bay garage/shed for the Department of Agriculture/Weights and Measures to be used as a covered storage area for the department's vehicles. This contract expires on June 30, 2023. Due to construction delays the Department of Agriculture/Weights and Measures respectfully requests that the contract be amended to extend the expiration date to August 30, 2023.

Action:

The Department of Agriculture/Weights & Measures respectfully recommends that the Board of Supervisors approve and Authorize the Department of Agriculture/Weights & Measures to amend the contract with A.B.S. Builders, Inc. for a Vehicle Shed/Garage to extend the contract date from June 30, 2023, to August 30, 2023.

Fiscal Impact:

none

Attachments:

1. First Amendment to Agreement
2. Signed Contract

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND A.B.S. Builders, Inc

This First Amendment to Agreement ("Amendment") is made on June 20, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and A.B.S. Building, Inc ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and A.B.S. Building, Inc. have entered into a written Agreement dated March 8, 2023, (the "Agreement"), in which A.B.S. Building, Inc agreed to provide a 4-Bay Vehicle Shed/Garage to Plumas County.
 - b. Because of construction delays the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 3 is amended to read as follows:

The term of this agreement shall be from March 8, 2023 through August 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from March 8, 2023 to the date of approval of the Agreement by Board of Supervisors.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated March 8, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

A.B.S. Builders, Inc a California Corporation

By: _____

Name: Amy Schmidt

Title: President

Date signed:

By: _____

Name: William Schmidt

Title: Secretary

Date signed:

COUNTY:

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

By: _____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

6/9/2023

ORIGINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Agriculture/ Weights & Measures** (hereinafter referred to as "County"), and **A.B.S. Builders, Inc.**, a California corporation.

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Fifty-Five Thousand three hundred seventy five Dollars (\$55,375.00).**
3. Term. The term of this agreement shall be from March 8, 2023 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from March 8, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

h/v COUNTY INITIALS

CONTRACTOR INITIALS _____

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

WV 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:

Department of Agriculture/Weights & Measures
County of Plumas
208 Fairgrounds Road
Quincy, CA 95971
Attention: Willo Vieira, CAC

Contractor:

A.B.S. Builders
1023 Main Street
Colusa, CA 95932
Attention: Amy Schmidt

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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

WV COUNTY INITIALS

CONTRACTOR INITIALS_____

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. 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.
27. 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.

WJ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

CONTRACTOR:

A.B.S. Builders, Inc. a California Corporation

By: 

Name: Amy Schmidt

Title: President

Date signed:

By: 


Name: William Schmidt

Title: Secretary

Date signed:

COUNTY:

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

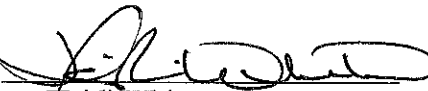
By: 

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed: 04 11 2023

ATTEST:

By: 

Name: Heidi White

Title: Clerk of the Board

Date signed: 4.11.2023

Approved as to form:


Joshua Brechtel
Deputy County Counsel

3/24/2023

WV COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

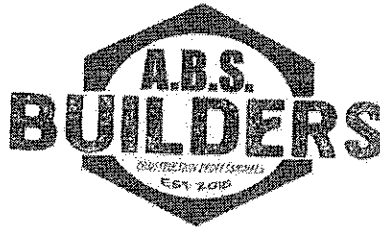
Scope of Work

See Attached Bid

WV COUNTY INITIALS

CONTRACTOR INITIALS _____

1023 Main Street
Colusa, CA 95932
530-458-2299 ph
530-458-2238 fax



CSLB# 1005975
DIR# 1000032049
Certified HUBZone
WOSB – EDWOSB
CA Certified Small Business
www.absbuildersinc.com

| BID PROPOSAL | | | |
|---|--|---|------------|
| SUBMITTED BY: | Amy Schmidt amy@absbuildersinc.com 530-312-9377 cell | Bill Schmidt bs@absbuildersinc.com 530-383-3891 cell | |
| CUSTOMER: | PLUMAS COUNTY DEPT OF AG | DATE: | 03/08/2023 |
| CONTACT: | Willo Vieira, Commissioner/Sealer | | |
| PROJECT NAME & LOCATION: | Agriculture/W&M 4 Bay Vehicle Shed/Garage | | |
| PROJECT SCOPE: We propose to provide materials, labor, and equipment to construct a 52' X 25' four bay light gauge metal shed/garage. Center bay is 28' X 25' with 13' tall walls and two (2) 12' X 12' headers to clear equipment. Each lean-to is 12' X 25'. The lowest point on outer edge of the structure is 10'. Ground anchors, CA engineered drawings and calculations (engineering to meet minimum 60 pound per square foot snow load), and tax/freight/delivery are included. Prevailing wages Included. Contractor licensed, insured, and registered with the California Department of Industrial Relations. Total: \$55,375 | | | |

Amy Schmidt
3/8/2023

Signature Page

To The Agricultural Purchasing Agent, Quincy, California. We have stated hereon the prices at which we will furnish and deliver the articles or services as specified above. Bids are good for one year, unless otherwise noted. Effective on the acceptance date by Plumas County.

Name & Address of BIDDER: (Please Print)

ABS BUILDERS INC

(Please include your Business Card)

1023 MAIN ST

COLUSA, CA 95932

Signature: Amy Schmidt

Title: President

Telephone: 530-458-2299

E-mail: Amy@absbuildersinc.com

Date: 3/8/2023

Home



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 1005975

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (PSC 7131.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (PSC 7021.17).
- Arbitrations are not filed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's licensing database.

Data current as of 3/8/2023 9:22:41 AM

Licensee Information

ABS BUILDERS INC
1023 MAIN ST
COLUSA, CA 95932
Business Phone Number: (920) 450-2208

Entity: Corporation
Issue Date: 07/29/2015
Expire Date: 07/31/2023

License Status

This license is current and active.

All information below should be reviewed.

Contractor's Classification

- B - GENERAL BUILDING
- A - GENERAL ENGINEERING
- C-3 - CONCRETE

Contractor's Information

Contractor's Bond

This license holder has a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.
Bond Number: G82614921334
Bond Amount: \$25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

- The qualifying individual WILLIAM JOHN SCHMIDT certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/06/2015
BQI's Bond History
- The qualifying individual AMY MARIE SCHMIDT certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 01/27/2021

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.
Effective Date: 12/17/2021
Expire Date: None
Workers' Compensation History

▸ Personnel listed on this license (current or disassociated) are listed on other licenses.

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[Privacy Policy](#)

[Accessibility](#)

[Accessibility Certification](#)

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Contractor Information

Legal Entity Name
 ABS BUILDERS, INC.
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000032049
Registration effective date
 7/1/2022
Registration expiration date
 6/30/2024
Mailing Address
 1023 Main Street Colusa 95932 CA United State...
Physical Address
 1023 Main Street Colusa 95932 CA United State...
Email Address
Trade Name/DBA
 GENERAL CONTRACTOR
License Number(s)
 CSLB:1005975
 CSLB:1005975

Registration History

| Effective Date | Expiration Date |
|----------------|-----------------|
| 6/14/2018 | 6/30/2019 |
| 6/22/2017 | 6/30/2018 |
| 6/30/2016 | 6/30/2017 |
| 11/17/2015 | 6/30/2016 |
| 7/1/2019 | 6/30/2020 |
| 7/14/2020 | 6/30/2022 |
| 7/1/2022 | 6/30/2024 |

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:
President Name:
 AMY SCHMIDT
Vice President Name:
 WILLIAM SCHMIDT
Treasurer Name:
 AMY SCHMIDT
Secretary Name:
 WILLIAM SCHMIDT
CEO Name:
 AMY SCHMIDT
Agent of Service Name:
 AMY SCHMIDT
Agent of Service Mailing Address:
 10 REMINGTON CT 10 REMINGTON CT 95932 CA United States of America

EXEMPTION from WORKERS' COMPENSATION

To be exempt from worker's compensation, you must submit an affidavit, certifying that you do not employ anyone in a manner that is subject to the workers' compensation laws of California. (See *Business and Professions Code Section 7125*.)

For exemption from worker's compensation, please complete the requested information, check the box, and sign the form.

| | | | |
|---|--|-------------------------|--------------------|
| SECTION 1 - BUSINESS NAME / SOLE PROPRIETER NAME AND ADDRESS | | | |
| FULL BUSINESS NAME ABS BUILDERS, INC | | | |
| BUSINESS MAILING ADDRESS 1023 MAIN ST | | City COLUMBIA | State CA |
| BUSINESS PHONE NUMBER 530-458-2299 | BUSINESS FAX NUMBER 530-458-2238 | Zip 95932 | |
| BUSINESS E-MAIL ADDRESS amy@absbuildersinc.com | | | |

| |
|--|
| SECTION 2 - CHECK BOX |
| <input checked="" type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of the State of California. |

| | |
|--|---|
| SECTION 3 - SIGNATURE | |
| I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that upon employing anyone in a manner that is subject to the worker's compensation laws of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to the California's workers' compensation laws, I must obtain a Certificate of Worker's Compensation Insurance, submit that certificate to Plumas County Public Works Office within 90 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law. | |
| Date 3/15/22 | Signature of (Owner, Partner, or Officer) Amy Schmitt President |



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: John Mannle, Director of Public Works
MEETING DATE: June 20, 2023
SUBJECT: Approve and authorize the Chair to sign the Memorandum of Understanding between Feather River College and CSA No. 12, for transit services for Feather River College students; discussion and possible action.

Recommendation:

The Executive Director of the Plumas County Transportation Commission respectfully recommends that the Governing Board for CSA No. 12 approve, and authorize the Chair, to execute the Memorandum of Understanding between Feather River College and CSA No. 12 for Feather River College transit services.

Background and Discussion:

Plumas Transit Systems provides transit services for Feather River College students through the biannual collection of Student Transportation Fees. The agreement for the collection of these fees was previously between Plumas Rural Services and Feather River College. The Plumas County Transportation Commission's Triennial Performance Auditor has recommended that this agreement for transit services be between CSA No. 12 and Feather River College.

Action:

Review and approval of a Memorandum of Understanding between Feather River College and CSA No. 12 for transit services for Feather River College students; discussion and possible action.

Fiscal Impact:

N/A

Attachments:

1. CSA#12 Agreement_FRC Signed_6-7-2023

Memorandum of Understanding
between
County Service Area #12 and Feather River College
For Transportation Services

This **Memorandum of Understanding** (“MOU”) is entered on this ____ day of ____, 2023, by and between the **County Service Area #12 (CSA #12)**, and **Feather River College (FRC)**.

This Memorandum of Understanding (MOU) pertains to the following facts and circumstances:

WHEREAS, **CSA #12** is the entity responsible for providing public transit services to the County. The name of this service is known as Plumas Transit Systems which is operated by the CSA #12’s third party operator, Plumas Rural Services, and

WHEREAS, Plumas Transit Systems has been providing transit services for the students of Feather River College since 1997, and

WHEREAS, there is an agreement between CSA#12 and the County’s third party operator, Plumas Rural Services, that reflects the obligations outlined for Plumas Rural Services referred to in this MOU, and

WHEREAS, it was determined through the Triennial Performance Audit for Plumas Transit Services that the agreement for Transportation Services should be between CSA #12 and Feather River College, and

NOW, THEREFORE, be it resolved that CSA #12 and Feather River College agree to the following:

1. CSA #12 shall:

- a. Provide transportation services through its 3rd Party Operator “Plumas Rural Services” within Plumas County for students of FRC. Students will not be permitted to ride Plumas Transit Systems without a valid student identification card with the appropriate colored semester sticker attached, however for a period of two (2) weeks following the beginning of a new semester, PRS will allow all FRC students to ride the transit system in order to allow students adequate time to obtain needed verification.
- b. Ensure that Plumas Rural Services maintains, at its own expense, liability insurance with the following minimum coverage requirements as required by the existing Contract between CSA #12 and Plumas Rural Services:
 - \$1,000,000 single limit injury
 - \$100,000 property damage (contractual liability)

2. FRC Shall:

- a. Issue student identification cards with a photo of the student and supply students with the appropriately colored sticker.
- b. Provide students a transit schedule and inform them they are responsible for being at the appropriate pick-up location(s) identified on the transit schedules.

3. Compensation

- a. FRC agrees to pay CSA #12 an amount equal to the amount collected by FRC for Student Transportation Fees each semester for provision of transportation services for FRC students.
- b. This amount will be determined on August 1, 2023, for the Spring/Summer semester and on February 1, 2024, for the Fall semester.
- c. FRC will communicate the amount collected to CSA #12 staff, who will in turn invoice FRC for the total amount of Student Transportation Fees collected during the semester identified. It is estimated that the amount will be approximately \$12,000-\$15,000 per semester. FRC will pay the invoice within 15 days of receiving the proper invoice.

4. Contacts:

County Service Area #12
Attn: Jim Graham
1834 E. Main Street
Quincy CA 95971

Feather River College
Attn: Carlie McCarthy
570 Golden Eagle Avenue
Quincy CA 95971

5. Terms:

- a. Any changes to this agreement must be in writing between CSA #12 and FRC at least 30 (thirty) days in advance of any change to take effect.
- b. The term of this agreement shall be from July 1, 2023, through June 30, 2024

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

Feather River College

By: 

Name: Dr. Kevin Trutna

Title: Superintendent/President FRC

Date signed: 6/5/23

County Service Area #12, a political
subdivision of the State of California

By: _____

Name: Dwight Ceresola

Title: Chair, County Service Area #12

Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel

6/1/2023



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Roni Towery
MEETING DATE: June 20, 2023
SUBJECT: Approve and authorize fixed asset budget transfer in the amount of \$7,766.00 for department #70329 - Sheriff-OES from services and supplies Professional Services account #521900 to Generator fixed asset account #544130; discussion and possible action. Four/fifths roll call vote

Recommendation:

Approve and authorize fixed asset budget transfer in the amount of \$7,766.00 for department #70329 - Sheriff-OES from services and supplies Professional Services account #521900 to Generator fixed asset account #544130

Background and Discussion:

This budget transfer is needed to cover the cost of the generator and transfer switch system for the new jail project. On September 6, 2022, the Board of supervisors approved the purchase of a generator for the new jail utilizing Public Safety Power Shutoff (PSPS) funds that needed to be expended within the project award period. The generator has been received and the funding budgeted is insufficient to cover the final invoice received for the project. This budget transfer will move the funds so that the final invoice can be paid.

Action:

Approve and authorize fixed asset budget transfer in the amount of \$7,766.00 for department #70329 - Sheriff-OES from services and supplies Professional Services account #521900 to Generator fixed asset account #544130

Fiscal Impact:

No fiscal impact to General Fund

Attachments:

1. YTD Budget Report 70329-521900
2. 70329 Budget Transfer Form

Plumas County

YEAR-TO-DATE BUDGET REPORT



FOR 2023 11

| ACCOUNTS FOR: 0017 SHERIFF GRANTS | ORIGINAL APPROP | TRANSFERS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--------------------------------------|--------------------|-------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 70329 SO-BUFFER / OES | | | | | | | |
| 7032952 521900 PROFESSIONAL SVC | 65,000 | 0 | 65,000 | 1,060.00 | .00 | 63,940.00 | 1.6% |
| TOTAL SO-BUFFER / OES | 65,000 | 0 | 65,000 | 1,060.00 | .00 | 63,940.00 | 1.6% |
| TOTAL SHERIFF GRANTS | 65,000 | 0 | 65,000 | 1,060.00 | .00 | 63,940.00 | 1.6% |
| TOTAL EXPENSES | 65,000 | 0 | 65,000 | 1,060.00 | .00 | 63,940.00 | |

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: OES Dept. No: 70329 Date 6/7/2023

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☒ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|--------|--------|-----------------------|-----------------------------|
| 0017G | 70329 | 521900 | PROFESSIONAL SERVICES | 7766 ⁰⁰ 7,765.00 |
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| | | | | |
| Total (must equal transfer to total) | | | | 7766 ⁰⁰ 7,765.00 |

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|--------|--------|--------------|-----------------------------|
| 0017G | 70329 | 544130 | GENERATORS | 7766 ⁰⁰ 7,765.00 |
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| | | | | |
| | | | | |
| | | | | |
| Total (must equal transfer to total) | | | | 7766 ⁰⁰ 7,765.00 |

Supplemental budget requests require Auditor/Controller's signature

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

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

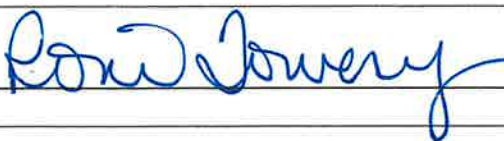
A) TRANSFER TO COVER SHORTAGE IN ACCOUNT

B) EXPENSES LESS THAN ANTICIPATED

C) EXPENSES TO BE INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority:



☒

Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

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

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

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



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Roni Towery
MEETING DATE: June 20, 2023
SUBJECT: Approve and authorize fixed asset purchase of a generator and transfer switch system for the new jail project not to exceed \$197,556.00 from 70329-544130; discussion and possible action. Four Fifths roll call vote

Recommendation:

Approve and authorize fixed asset purchase of a generator and transfer switch system for the new jail project not to exceed \$197,556.00 from 70329-544130; discussion and possible action. Roll call vote

Background and Discussion:

On September 6, 2022, the Board of supervisors approved the purchase of a generator and transfer switch system for the new jail utilizing Public Safety Power Shutoff (PSPS) funds that needed to be expended within the project award period. The amount approved was not to exceed \$189,791.00. Upon receipt of the final invoice, the total cost of the project is \$197,555.73. A budget transfer request has also been submitted to cover the additional cost.

Action:

Approve and authorize fixed asset purchase of a generator and transfer switch system for the new jail project not to exceed \$197,556.00 from 70329-544130

Fiscal Impact:

No impact to General Fund

Attachments:

1. YTD Budget Report 70329-544130
2. Final Invoice

Plumas County



YEAR-TO-DATE BUDGET REPORT

FOR 2023 11

| ACCOUNTS FOR: 0017 SHERIFF GRANTS | ORIGINAL APPROP | TRANSFRS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--------------------------------------|--------------------|------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 70329 SO-BUFFER / OES | | | | | | | |
| 7032954 544130 GENERATOR | 189,790 | 0 | 189,790 | 75,256.88 | .00 | 114,533.12 | 39.7% |
| TOTAL SO-BUFFER / OES | 189,790 | 0 | 189,790 | 75,256.88 | .00 | 114,533.12 | 39.7% |
| TOTAL SHERIFF GRANTS | 189,790 | 0 | 189,790 | 75,256.88 | .00 | 114,533.12 | 39.7% |
| TOTAL EXPENSES | 189,790 | 0 | 189,790 | 75,256.88 | .00 | 114,533.12 | |

+ 122,298.85 (pending invoice)

\$197,555.73

***OLB Associates, LLC
W333 S191 Glen Oaks Drive
Delafield, WI 53018***

Attn: Mike Grant
Plumas County Sheriff's Office
1400 East Main Street
Quincy, CA 95971

June 6, 2023

Invoice Number: 23114

INVOICE

Reference PO 22-495, Generator Serial Number 33C3GMLF0004

| | | |
|---|----|------------|
| QTY 1, 230REOZJE, Genset Spec Number GM66100-GA4, Serial Number 33C3GMLF0004 | \$ | 88,150.10 |
| QTY 1, 4 DAYS TECH TIME | | 18,961.25 |
| QTY 1, GEN STARTUP | | 7,398.75 |
| QTY 1, FREIGHT | | 7,788.75 |
| Current Amount Due | \$ | 122,298.85 |
| Please Pay This Amount | \$ | 122,298.85 |

Due upon receipt of invoice. Please make check payable to OLB Associates, LLC.



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Lindsay Fuchs, County Librarian

MEETING DATE: June 20, 2023

SUBJECT: Approve and authorize a Supplemental Budget Transfer of the following unanticipated grant funds:
\$608.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/524515 - Zip Books; transfer \$400.00 from donation revenue account 20670/46230, into supplemental expenditure account 20670/524510 - Books; transfer \$1,500.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/524510 - Books; and transfer \$3,516.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/523712 Program Subscriptions; discussion and possible action. Roll call vote

Recommendation:

Authorize the supplemental budget transfer to 20670/46070 for \$608.00, supplemental expenditure account 20670/524515 Zip Books.

Authorize the supplemental budget transfer to 20670/46230 for \$400.00, supplemental expenditure account 20670/524510 Books.

Authorize the supplemental budget transfer to 20670/46070 for \$1,500.00, supplemental expenditure account 20670/524510 Books.

Authorize the supplemental budget transfer to 20670/46070 for \$3,513.00, supplemental expenditure account 20670/523712 Program Subscriptions.

Background and Discussion:

These budget transfers were originally approved during the mid-year budget review.

The Zip Book grant was originally entered into the budget as \$18,000 placeholder, while we received a total of \$18,608.00. The additional \$608.00 must be used for the zip book program only.

We received an unanticipated additional \$400 from the Quincy Breast Cancer Support Group to be spent on books for adults and children regarding the topic of cancer and related issues in 22/23FY.

We received an unanticipated additional \$1,500 from the Friends of Chester Library to be used for books, DVDs, and other collection materials in 22/23FY.

The Library receives CLSA funding from NorthNet on an annual basis to be used in accordance with the California Library Service Act. A placeholder amount of \$4,000 was originally budgeted for 22/23FY. The actual amount was \$7,513.00. This supplemental budget transfer accounts for the additional \$3,513.00 we received.

Action:

Authorize the supplemental budget transfer to 20670/46070 for \$608.00, supplemental expenditure account 20670/524515 Zip Books. Authorize the supplemental budget transfer to 20670/46230 for \$400.00, supplemental expenditure account 20670/524510 Books. Authorize the supplemental budget transfer to 20670/46070 for \$1,500.00, supplemental expenditure account 20670/524510 Books. Authorize the supplemental budget transfer to 20670/46070 for \$3,513.00, supplemental expenditure account 20670/523712 Program Subscriptions.

Fiscal Impact:

These are additional outside funds directed for specific usage and have no negative impact on the general fund.

Attachments:

1. Plumas County Library - Budget Transfer, Supplemental

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Library

Dept. No: 20670

Date 5/9/2023

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☒ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|--------|--------|-----------------------------------|-----------|
| 001 | 20670 | 46070 | Contributions from Other Agencies | 608.00 |
| 001 | 20670 | 46230 | Donations | 400.00 |
| 001 | 20670 | 46070 | Contributions from Other Agencies | 1,500.00 |
| 001 | 20670 | 46070 | Contributions from Other Agencies | 3,513.00 |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| Total (must equal transfer to total) | | | | 6,021.00 |

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|--------|--------|-----------------------|-----------|
| 001 | 20670 | 524515 | ZIP Books | 608.00 |
| 001 | 20670 | 524510 | Books | 400.00 |
| 001 | 20670 | 524510 | Books | 1,500.00 |
| 001 | 20670 | 523712 | Program Subscriptions | 3,513.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total (must equal transfer to total) | | | | 6,021.00 |

Supplemental budget requests require Auditor/Controller's signature

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

RECEIVED
 MAY 09 2023

Auditor's / Risk

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

A) _____

B) _____

C) _____

D) ZIP Grant and CLLS funds larger than anticipated; additional book-specific donations not account for by FoCL and a local group.

Approved by Department Signing Authority: _____



☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____



Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Lindsay Fuchs, County Librarian
MEETING DATE: June 20, 2023
SUBJECT: Approve and authorize the supplemental budget transfer of \$2,170.00 from Custodial Services acct. 20670/520404 into Literacy Expenditure account 20675/529500 Computers; discussion and possible action. Four/Fifths roll call vote

Recommendation:

Authorize the budget transfer to 20670/520404 for \$2,170.00, expenditure account 20675/529500 Computers.

Background and Discussion:

This budget transfer was originally approved during the mid-year budget review.

Originally in planning the 22/23FY budget, we were set to pay the custodian fees as part of our agreement to use the Greenville High School classroom as the Greenville Library temporary location. However, we were unable to get a contract for the summer with any of the county-approved cleaning services and therefore did not use the funding for the anticipated custodial contract charge. We instead are transferring the funds to the Literacy Dept to pay for additional laptops, which are needed as we expand our computer literacy courses, including in Greenville.

Action:

Authorize the budget transfer to 20670/520404 for \$2,170.00, expenditure account 20675/529500 Computers.

Fiscal Impact:

There is no additional funding request. For future grant awards and because more use of the computers will be made under the Literacy umbrella, we are requesting the funds move from Library to Literacy rather than within the same Dept.

Attachments:

1. Plumas County Library - Budget Transfer, Between Dept

TRANSFER NUMBER
(Auditor's Use Only)

Date 5/9/2023

Approval Required

- Board
Board
Board
Auditor
Auditor

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

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|--------|--------|-------------------|-----------|
| 001 | 20670 | 520404 | Custodial Service | 2,170.00 |
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| Total (must equal transfer to total) | | | | 2,170.00 |

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

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|--------|--------|--------------|-----------|
| 001 | 20675 | 529500 | Computer | 2,170.00 |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| Total (must equal transfer to total) | | | | 2,170.00 |

Supplemental budget requests require Auditor/Controller's signature

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

RECEIVED
MAY 09 2023

Auditor's / Risk

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

A) _____

B) Funds no longer needed in current account and can be used to get additional material instead. _____

C) _____

D) _____

Approved by Department Signing Authority: _____



☒ Approved/ Recommended

_____ Disapproved/ Not recommended

Auditor/Controller Signature: _____



Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: June 20, 2023

SUBJECT: Adopt RESOLUTION authorizing a grant of easement (Easement) from Plumas County to Plumas-Sierra Telecommunications on County-owned property, located at 1400 E. Main St. in Quincy, California for the installation and upkeep of telecommunications equipment; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt resolution authorizing a grant of easement (Easement) from Plumas County to Plumas-Sierra Telecommunications on County owned property, located at 1400 E. Main St. in Quincy, California for the installation and upkeep of telecommunications equipment; approved as to form by County Counsel.

Background and Discussion:

Plumas-Sierra Telecommunications requires a Grant of Easement (Easement) from Plumas County, with a total area of approximately 330 square feet, to install and maintain telecommunication distribution facilities located on the Northwest corner of County owned property, located at 1400 E. Main St. in Quincy, CA. (Sheriff's Office - APN 116-320-036-000).

The area of the proposed easement has been reviewed by the Plumas County Sheriff's office and Facility Services & Airports, and it was determined that it would not substantially interfere with County business.

Action:

Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors adopt said resolution.

Fiscal Impact:

No fiscal impact to the General Fund.

Attachments:

1. PST Easement - Resolution
2. Certif Acknowledgement (final)

RESOLUTION NO. 23-_____

**GRANT OF EASEMENT FROM PLUMAS COUNTY TO PLUMAS-SIERRA
TELECOMMUNICATIONS ON COUNTY-OWNED PROPERTY LOCATED AT 1400 E. MAIN
ST. IN QUINCY, CALIFORNIA FOR THE INSTALLATION AND UPKEEP OF
TELECOMMUNICATIONS EQUIPMENT (PORTION OF APN 116-320-036-000)**

WHEREAS, PLUMAS COUNTY (County), a political subdivision of California, owns real property located at 1400 E. Main St. in Quincy, California (Property); and

WHEREAS, Under California Government Code Section 25526.6, the board may grant an easement for use of any real property of the county to any public utility corporation upon a finding by the board officer that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the county.

WHEREAS, PLUMAS-SIERRA TELECOMMUNICATIONS (PST) requires a Grant of Easement (Easement) from County, with a total area of approximately 330 square feet, to install and maintain telecommunication distribution facilities as reflected in the document titled, "*Telecommunications Right-of-Way Easement*"; and

WHEREAS, the area for the proposed easement has been reviewed by the Plumas County Sheriff's office and Facilities and it was determined that it would not substantially interfere with County business; and

WHEREAS, the Plumas County Board of Supervisors finds that the Easement conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the Property by Plumas County; and

WHEREAS, County now desires to convey an Easement to PST, and PST is willing to accept said Easement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Supervisors of the County of Plumas, State of California, that the County of Plumas does hereby agree to grant an easement to PST for the placement and maintenance of telecommunication facilities on APN 116-320-036-000 , said parcel further described in the attached easement document and drawing thereof; and

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Plumas, State of California hereby authorizes the Chair of this Board to sign said easement document.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the ____ day of ____, 2023 by the following:

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel

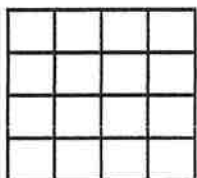
APN # 116-320-036

When recorded mail to:

Plumas-Sierra Telecommunications
73233 State Route 70
Portola, California 96122-7064

This space reserved for recording information.

Telecommunications Right-of-Way Easement



KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, _____ **For Plumas County**, referred to as "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged grants unto PLUMAS-SIERRA TELECOMMUNICATIONS, referred to as "Grantee", and to its successors or assigns, a right-of-way easement over, upon, under and across and the right to enter upon the land or location of the undersigned, situated in the County of Plumas, State of California, described as follows:

SEE ATTACHED EXHIBIT "A"

and the right to locate, construct, operate, repair, remove, maintain, add to, alter, inspect, relocate, and replace thereon, both above ground and underground, telecommunications distribution facilities together with all appurtenances necessary or convenient thereto, including but not limited to poles, wires, guy wires and anchors. If the exact location of this easement and right-of-way is not described herein, the Grantee shall have the right to determine the location and relocation of its facilities that is convenient for Grantee. If the width of this easement and right-of-way is not specified, then its width shall be twenty (20') feet wide. Except that in the event it becomes necessary or convenient for Grantee to extend anchors, guy wires or other appurtenances beyond the twenty (20') foot width

APN # 116-320-036

heretofore mentioned to secure, install or maintain said facilities, the Grantor grants to Grantee an easement for said anchors, guy wires or other appurtenances. Grantee may permit the attachment of communication wires and fixtures of other companies and may permit said companies right of access to service and maintain said wires or fixtures.

Grantee shall have the right to trim or clear away all trees, brush, and plant growth on said easement and right-of-way and to trim or remove any trees or plants or other objects on either side of said easement and right-of-way which create or may create a hazard by falling or striking the facilities located on said easement.

Grantor grants to Grantee, for the consideration set forth herein, the right to ingress to and egress from said easement and right-of-way described herein, over and across private roads owned by Grantor and which provide a reasonable and convenient access to the easement described herein, and if no such roads exist, then on such route as the Grantee may determine to be reasonable under the circumstances.

Grantor covenants that he is the owner of the above-described land and that said land is free and clear of encumbrances and liens, except the following liens and encumbrances held by the following persons:

It is further understood that, whenever necessary, words in the singular shall be construed to read in the plural, and words used in the masculine gender shall be construed to read in the feminine or neuter gender.

TRI SAGE

CONSULTING

UTILITY SOLUTIONS. ENGINEERED

5418 Longley Lane, Suite A - Reno, NV 89511 Phone 775.336.1300 Fax 775.336.1306 www.trisage.com

EXHIBIT "A"
EASEMENT - LEGAL DESCRIPTION

Portion of APN: 116-320-036-000
Plumas County, California

A portion of the Northwest quarter of Section 19, Township 24 North, Range 10 East, M.D.M., Plumas County, California; situated within that Parcel of land described as Parcel 2 of that Parcel Map recorded in Book 7 of Parcel Maps on Page 87 on August 13, 1980, Official Records of Plumas County, California

An Easement

Beginning at the Northwest corner of said parcel.

Thence along the westerly boundary of said parcel South 00°44'19" East, 6.53 feet.

Thence leaving said boundary North 87°42'36" East, 100.89 feet to the northerly boundary of said parcel;

Thence along said boundary North 88°35'01" West, 100.93 feet to the Point of Beginning and the terminus of this description

Said Parcel containing 330 square feet more or less

Basis of Bearings: said Parcel Map.

All as shown on Exhibit "B" attached hereto, and by this reference, made a part thereof

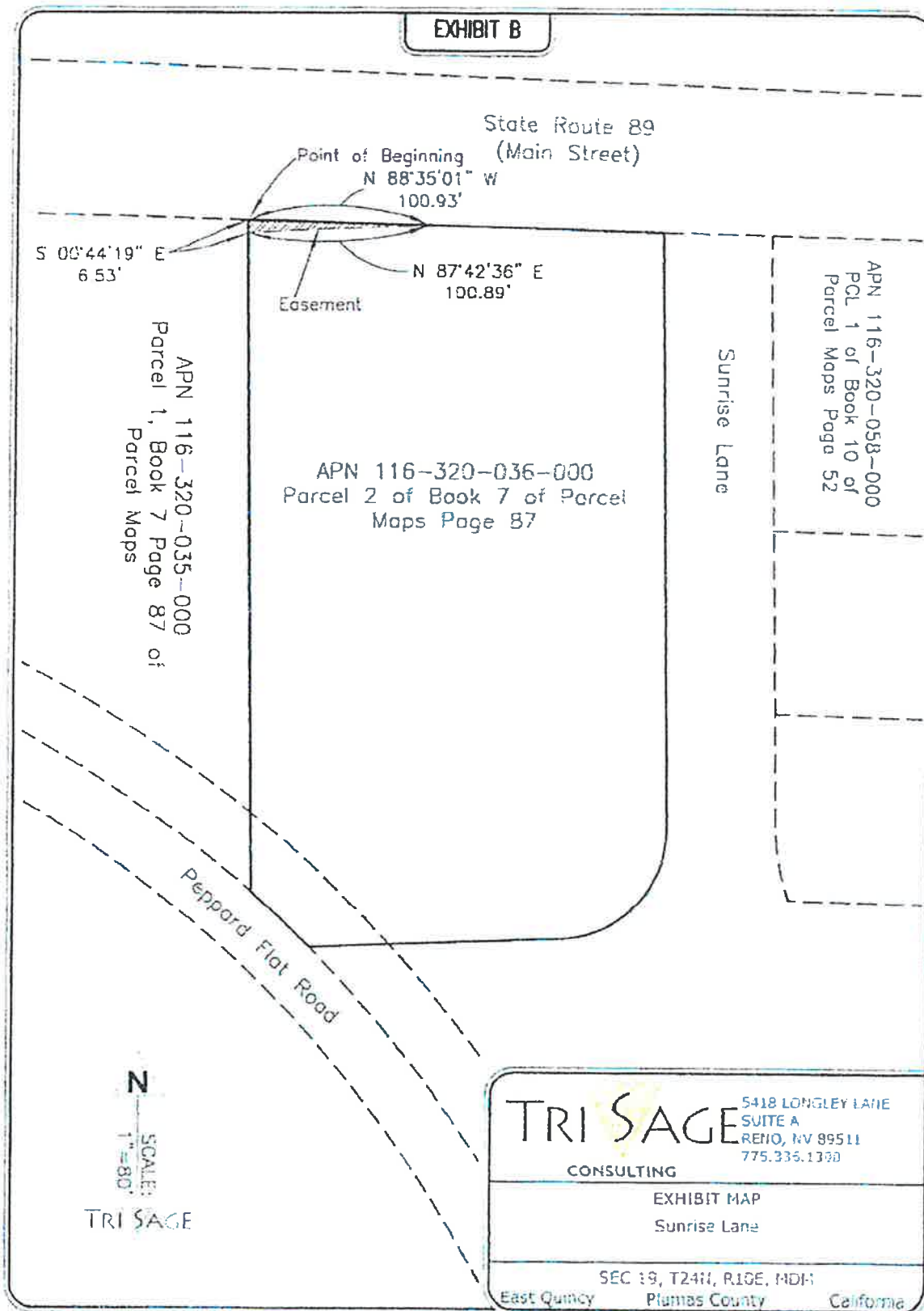
Prepared by:

Robert C. Fong
Robert C. Fong, PLS



8/3/21
Date

EXHIBIT B



CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
County of Plumas) ss.

On _____ before me, HEIDI WHITE, Clerk of the Board of Supervisors of the County of Plumas, State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

HEIDI WHITE, Clerk of the Board of
Supervisors of the County of Plumas,
State of California.

By _____ Deputy

[S E A L]

Legal Reference:
Civil Code sections 1181, 1184, 1185, 1188, 1189



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: JD Moore, Director of Facility Services
MEETING DATE: June 20, 2023
SUBJECT: Approve and authorize the Director of Facility Services & Airports to recruit and fill an extra-help position at Taylorsville Campground; discussion and possible action.

Recommendation:

Approve and authorize the Director of Facility Services & Airports to recruit and fill extra help position at Taylorsville Campground.

Background and Discussion:

Our current Campground Host has notified Facility Services & Airports that this will be his last season, and that he would be willing to "split" the duties and wages in order to train a new Campground Host. This would make it an easier transition for Facility Services staff, as well as the new Host.

This extra help position runs from April 15th through October 15th, and is a minimum wage position (paid for out of other wages/extra help budget). There will be no additional cost to the County, as the wages will be "split" evenly between both employees.

Human Resources didn't foresee any problems or issues in doing this.

Action:

Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve this request.

Fiscal Impact:

Minimal impact to the General Fund, as this position is seasonal, pays minimum wage, and the funds have already been allocated.

Attachments:

1. Critical Staffing Questionnaire-PCFS extra help

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2022/2023

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes

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

It is not necessarily critical at this time, as the position is currently filled. However, splitting the job duties and wages between two employees, and training a new Host will make for a much smoother transition.

3. How long has this position been vacant?

The position is currently filled, but the current Host has indicated that this will be his last season (ends October 15th).

4. Can the department use other wages until the next budget cycle?

Yes, this is an extra help position and will be using other wages.

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

Typically, Campgrounds have 1-2 Hosts.

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

If we are not able to use this opportunity to train a new Campground Host, it will have to be done in the Spring, which is normally our busiest time of the year.

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

N/A

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

N/A

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

No

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

No.

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

This will have minimal impact on the General Fund, as it has already been budgeted for – The cost to the County remains the same, but the wages will be split between two employees.

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

No, this Department is funded by the general fund.



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: June 20, 2023

SUBJECT: Approve and authorize the Director of Facility Services & Airports to schedule an employee's workweek into four ten-hour days, pursuant to the Plumas County Personnel Rules and clarifications thereto, upon Board authorization, and with the agreement of affected employees. If authorized, a list will be provided to the Auditor and Human Resources; discussion and possible action.

Recommendation:

Approve and authorize Facility Services Maintenance crew to work a four-day work week.

Background and Discussion:

Pursuant to the Plumas County Personnel Rules and clarifications thereto, upon Board authorization, and with the agreement of affected employees, a Department Head may schedule an employee's work week into four ten-hour days.

The Director of Facility Services & Airports, with agreement from all Maintenance staff, is requesting the ability to authorize the following employees to work a four-day work week:

Employee #938040
Employee #778950
Employee #100552
Employee #101129
Employee #101318
Employee #101453
Employee #101461

Allowing these employees to work a four-day work week will not impact the Department's operating hours.

Action:

It is recommended that the Board of Supervisors authorize the above employees to work a four-day work week, and if authorized, this list be provided to the Auditor and Human Resources.

Fiscal Impact:

Fiscal impact remains the same; no change to personnel budget.

Attachments:

None



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: June 20, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Treasurer-Tax Collector's Office and Granicus Short Term Rental Platform; effective 12/21/2022 through 12/20/2023; not to exceed \$10,684.85; approved as to form by County Counsel; and Approve and authorize Budget Transfer of \$10,684.85 from Regular Wages Account 20050/5100 into Professional Services Account; discussion and possible action. Four/fifths roll call vote

Recommendation:

n/a

Background and Discussion:

n/a

Action:

n/a

Fiscal Impact:

n/a

Attachments:

1. Treasurer Tax Collector Memo
2. Granicus Agreement
3. Transfer request



Julie A. White

PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pcttc@countyofplumas.com
(530) 283 - 6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283 - 6259

DATE: June 1, 2023

TO: The Honorable Board of Supervisors

FROM: Julie A. White, Plumas County Treasurer-Tax Collector/Collections
Administrator

SUBJECT: Approve and ratify contract with Granicus, Authorize the Tax Collector to pay
Invoice #Q-265007 and Approve attached Budget Transfer

Recommendation: Approve and ratify contract with Granicus Short Term Rental Platform,
Authorize the Tax Collector to pay Invoice #Q-265007 in the amount of \$10,648.85 and
Approve Budget Transfer from Regular Wages 2005052/51000 to Professional Services
2005052/521900

Background and Discussion: Granicus is a short-term rental (STR's) software platform that provides municipalities assistance in finding non-compliant short-term rental operators. They receive data from the Tax Collector and Assessor Office's that they compile and compared to several STR websites; as in HomeAway, AirBnB, VRBO, FlipKey or Booking.com. The data is placed on a custom designed web-based platform specific to each municipality. The information not only provides the non-compliant STR's but all the compliant STR's, graphs and charts of average nights, price per night, how many bedrooms, property types and STR rental units over time. In addition to this information, there are custom letters that are created and approved by the contracting agency that Granicus mails on behalf of their clients at the client's discretion. These tools are used to increase the Transient Occupancy Tax (T.O.T.) and tourism assessment collections.

In December 2021, the County Administrator entered a contract with Granicus using ARPA funding. Granicus then worked with the Tax Collector's office to build the Plumas County platform, create custom notices and letters. Letters were mailed in April, 2022. The result of the letters being mailed was that several of the STR operators that were contracted with AirBnB were required to register with the County. AirBnB does not have to provide who their clients are to the County; they remit one check for all their T.O.T. clients. This was beneficial to the County to be able to track these STR's. The Tax Collector's office also uses Granicus to verify if STR clients that do not rent under a large agent are continuing to rent privately on small platforms. It is also used for address identification for several collection purposes.

The Tax Collector's office identifies this platform as a useful tool in the collection of T.O.T. and tourism assessments creating additional revenue. The contract with Granicus ended December 22, 2022. Granicus indicated the contract was an auto-renewal and issued an invoice to the County. The invoice is for December 21, 2022, through December 20, 2023, in the amount of \$10,648.85. The Tax Collector's office would like to continue the services provided by Granicus and utilize their reporting more proactively.

I would respectfully request that the Board of Supervisors approve the contract for this year with Granicus and approve the transfer from the Tax Collector's budget under regular wages, 2005052/51000 to pay the invoice. There are savings in this budget line item for fiscal year 2022-2023 due to an unfilled position. Moving forward to the upcoming fiscal years, the Board will have to decide whether to renew the contract and where the funding will be appropriate.

Thank you.



408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Order Form
Prepared for
Plumas County CA

Granicus Proposal for Plumas County CA

ORDER DETAILS

Prepared By: Antonio Magadan
Phone:
Email: antonio.magadan@granicus.com
Order #: Q-265007
Prepared On: 06 Mar 2023
Expires On: 20 Dec 2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 12/20/2022
Period of Performance: 12/21/2022 - 12/20/2023

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | |
|---------------------------------|-------------------|---------------|-------------|
| Solution | Billing Frequency | Quantity/Unit | Annual Fee |
| Address Identification | Annual | 1 Each | \$5,928.23 |
| Compliance Monitoring | Annual | 1 Each | \$2,964.11 |
| Rental Activity Monitoring Lite | Annual | 1 Each | \$1,756.51 |
| SUBTOTAL: | | | \$10,648.85 |

PRODUCT DESCRIPTIONS

| Solution | Description |
|------------------------|--|
| Address Identification | <p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance |
| Compliance Monitoring | <p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement |

TERMS & CONDITIONS

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Plumas County CA to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-265007 dated 06 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Renewal pricing for Address Identification, Compliance Monitoring, Rental Activity Monitoring, 24/7 Hotline, Tax Collection, and Mobile Permitting & Registration is based on the average volume of rental listings or units for the preceding 10-12 months and is subject to volume-based pricing adjustments as described herein.
- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.

BILLING INFORMATION

| | | | |
|------------------|---------------------------------|--------------------------|--|
| Billing Contact: | Julie White | Purchase Order Required? | <input checked="" type="checkbox"/> - No <input type="checkbox"/> - Yes |
| Billing Address: | P.O. Box 176, Quincy CA 95971 | PO Number: | |
| Billing Email: | julie.white@countyoofplumas.com | Billing Phone: | (530) 283-6410 |

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-265007 dated 06 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| | |
|------------------|-----------------------------|
| Plumas County CA | |
| Signature: | |
| Name: | Dwight Ceresola |
| Title: | Chair, Board of Supervisors |
| Date: | |

ATTEST:

By: _____
Heidi White, Clerk of the Board

Approved as to form:



Gretchen Stuhr
Plumas County Counsel



Invoice

Granicus
Dept CH – Box 19634
Palatine, IL 60055 - 9634

Please remit via ACH to:
Routing #: 022000020 Acct #: 269099115

| | | | |
|-------------|------------|-----------|------------|
| Date | 11/30/2022 | Invoice # | 159211 |
| Terms | Net 30 | Due Date | 12/30/2022 |
| P.O. Number | | | |

Bill To

Plumas County CA
520 Main St Rm 309
Quincy CA 95971
United States

Sold To

Plumas County CA
520 Main St Rm 309
Quincy CA 95971
United States

| | | | |
|---------------------------------|------------|------------|----------|
| Address Identification | 12/21/2022 | 12/20/2023 | 5,928.23 |
| Compliance Monitoring | 12/21/2022 | 12/20/2023 | 2,964.11 |
| Rental Activity Monitoring Lite | 12/21/2022 | 12/20/2023 | 1,756.51 |

For any questions about your invoice, please contact us at
AR@granicus.com or 1-800-314-0147

Thank you for your business

Total \$10,648.85

Amount Due \$ 10,648.85 USD

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

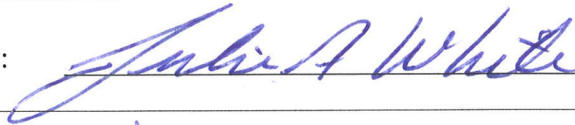
A) TO PAY OUTSTANDING INVOICE FOR GRANICUS SHORT TERM RENTAL PLATFORM.

B) THE CONTRACT WAS NOT BUDGETED IN THE TAX COLLECTORS BUDGET FOR 22-23, PREVIOUS PAID WITH ARPA FUNDS.

C) THE INVOICE NEEDS TO BE PAID AS SOON AS POSSIBLE.

D) N/A

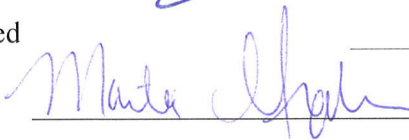
Approved by Department Signing Authority:



☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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



**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Gretchen Stuhr, Director of County Counsel

MEETING DATE: June 20, 2023

SUBJECT: Approve and authorize the Chair to sign the First Amendment to the Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) for investigative services in regard to employment matters; increasing compensation by \$14,000.00, entire Agreement not to exceed \$22,000.00; discussion and possible action

Recommendation:

Approve and authorize Chair to sign First Amendment to Agreement by and between Plumas County and MRG, LLC. for investigative services in regard to employment matters; increasing compensation by \$14,000.00, not to exceed \$22,000.00

Background and Discussion:

Plumas County entered into an agreement with MRG, LLC on November 29, 2022 in order for MRG, LLC to perform investigative services regarding allegations of misconduct of a Plumas County employee. This agreement expires on November 20, 2023. In order to employ them to conduct additional investigative services, we must amend the agreement to revise the scope of work and increase the compensation to cover said investigations.

Action:

It is recommended that the Board of Supervisors approve the First Amendment to Agreement by and between Plumas County and MRG, LLC.

Fiscal Impact:

Out of Budget item: General fund (20020) - Professional Services (521900) additional \$14,000 for two (2) investigations. Due to invoicing errors, Plumas County will be reimbursed approximately \$1746.00 for these investigations.

Attachments:

1. MRG Amendment 1 2023
2. MRG Engagement Letter 2.2.23
3. MRG fully executed 11.29.22

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND MUNICIPAL RESOURCE GROUP, LLC

This First Amendment to Agreement ("Amendment") is made on February 14, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Municipal Resource Group, LLC ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Municipal Resource Group have entered into a written Agreement dated November 29, 2022, (the "Agreement"), in which Municipal Resource Group agreed to provide investigative services to Plumas County.
 - b. Because the County requires additional investigations the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2 is amended to read as follows:

County shall pay Contractor for services provided to County pursuant to this agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-two thousand and 00/100 Dollars (\$22,000.00).
 - b. Exhibit A is amended to read as follows:

Upon request of County, Contractor shall perform investigative services in regard to employment matters.

Contractor shall deliver a written report of the investigations and resulting findings and recommendations to the Plumas County Counsel's Office.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated November 29, 2022 shall remain unchanged and in full force and effect. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Municipal Resource Group, LLC from February 14, 2023 to date of approval of this first amendment by the Board of Supervisors.

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

CONTRACTOR:

Municipal Resource Group, LLC

By: _____

Name: Mary Egan

Title: Member

Date signed: _____

COUNTY:

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

By: _____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed: _____



February 1, 2023

Gretchen Stuhr
County Counsel
County of Plumas
520 W. Main Street, Room 302
Quincy, CA 95971

Dear Ms. Stuhr:

Thank you for requesting investigative services from MRG. This letter will confirm Plumas County's ("County") request to engage Municipal Resource Group LLC ("MRG") to provide these services. This Agreement will govern all services to be performed for the assigned engagements. Mr. Rob Brown will serve as the MRG investigator for the matter originating from the Assessor's Office. Mr. Ren Nosky is assigned to two matters as discussed; one regarding a Human Resource Dept. complaint and one regarding the Board of Supervisor's inquiry into allegations regarding the Sheriff's Office.

MRG will conduct a confidential investigation to determine the factual basis of an allegation of discrimination. At the end of the investigation, MRG will provide a written report unless otherwise instructed. MRG does not provide legal advice, and our role in this process is as a neutral factfinder providing information to the County.

Independence. As an independent investigator, MRG has the right to determine the means, manner, and findings related to the investigation. The County agrees to allow MRG full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. The County understands and acknowledges that this Agreement is not dependent on MRG making or failing to make a particular determination, finding of fact, or conclusion.

Cooperation. To perform our services effectively, we require the full cooperation and support of all representatives of the County. The County can assist us by keeping us fully informed as to facts and developments relevant to our investigative services. It is essential that we receive accurate and complete information, including written materials when requested, and that involved personnel are available to the extent required.

Fees. The County agrees to pay MRG at the rate of \$295.00 per hour for work done in these matters. Based on preliminary estimates for the three matters, we suggest an agreement of \$50,000. Employers have an obligation to conduct a thorough investigation. Often new facts and witnesses are discovered through the investigative process. As such, these estimates are for

planning purposes. We also understand the need to manage costs and do all we can to balance these concerns. We will notify you if the scope or witness list expands dramatically.

Estimates are as follows:

- Intake, material review, approx. 10 interviews, transcripts, report preparation, review and finalization for the Assessor matter is estimated at \$14,500-\$16,000.
- Intake, material review, approx. 10 interviews, transcripts, report preparation, review and finalization for the Board of Supervisors matter is estimated at \$14,500. MRG will check in after preliminary interviews to coordinate, if needed.
- Intake, material review, approx. 4-5 interviews, transcripts, report preparation, review and finalization for the Human Resources complaint is estimated at \$7,500-\$8,000.

We anticipate that these services will be conducted remotely through video conferences and telephone interviews. When appropriate, MRG uses a research assistant at \$95.00 per hour to handle work commensurate with experience and expertise. Time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time MRG spends on telephone calls relating to your matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

Costs. MRG may incur minor costs in performing services under this Agreement. The invoice for this matter will include all expenses incurred, in addition to the hourly fee. The expenses commonly included are transcription services, document production costs, travel and postage. All expenses will be charged at MRG's cost. MRG will invoice for fees and expenses upon delivery of the final written report or two weeks after delivery of the draft report, whichever is sooner.

Compensation for Post-Investigative Work. This engagement shall be considered concluded after MRG has provided a final invoice for this investigation. After the conclusion of this engagement, should a need arise for MRG to respond to any subpoena, or to otherwise provide deposition or trial testimony about this matter, County shall compensate MRG at its then applicable rates for time expended, including time involved in preparing for such deposition or testimony, or responding to any subpoena.

Sincerely,



Mary Egan
CEO
MRG LLC
egan@solutions-mrg.com
916-261-7547

I am authorized to sign this agreement. I have read and understand this engagement letter. I hereby confirm the engagement of MRG to provide investigative services in accordance with its terms.

The County of Plumas



Gretchen Stuhr
County Counsel



Date

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its County Counsel (hereinafter referred to as "County"), and Municipal Resource Group, LLC, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eight Thousand and 00/100 Dollars (\$8,000.00).
3. Term. The term of this Agreement commences November 21, 2022 and shall remain in effect through November 20, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 21, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

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

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

County:

County Counsel's Office
520 Main Street, Room 302
Quincy, CA 95971
Attention: Gretchen Stuhr, County Counsel

Contractor:

Mary Egan
Managing Partner
Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 95693

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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. 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:

Municipal Resource Group, LLC

By: Mary Egan
Name: Mary Egan
Title: Member/Manager/Managing Partner
Date signed: 12-5-2022

COUNTY:

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

By: Kevin Goss
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed: 11/29/2022

ATTEST:

By: Heidi White
Name: Heidi White
Title: Clerk of the Board
Date signed: 11-29-2022

Approved as to form:

Sara James
Sara James
Deputy Plumas County Counsel

EXHIBIT A

Scope of Work

Upon request of County, Contractor shall perform investigative services regarding allegations of misconduct of a Plumas County employee.

Contractor shall deliver a written report of the investigation and resulting findings and recommendations to the Plumas County Counsel's Office.

EXHIBIT B

Fee Schedule

The County agrees to pay Contractor at the rate of \$295.00 per hour for work done in this matter. It is estimated that this matter will be conducted remotely through video conferences and telephone interviews and take approximately 20-25 hours. When appropriate, Contractor uses a research assistant at \$95.00 per hour to handle work commensurate with experience and expertise. Time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time Contractor spends on telephone calls relating to County's matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

The invoice for this matter will include all costs and expenses incurred, in addition to the hourly fee, up to \$750 in expenses. The expenses commonly included are document production costs, travel and mileage reimbursement at the current IRS rate. All expenses will be charged at Contractor's cost.



PLUMAS COUNTY COUNTY COUNSEL MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Gretchen Stuhr, Director of County Counsel

MEETING DATE: June 20, 2023

SUBJECT: Approve and authorize the Chair to sign the Second Amendment to the Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) to perform a survey in regard to employment matters; increasing compensation by \$4,000, not to exceed \$26,000.00; discussion and possible action

Recommendation:

Approve and authorize Chair to sign Second Amendment to Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) for investigative services in regard to employment matters; increasing compensation by \$4,000.00, not to exceed \$26,000.00

Background and Discussion:

Plumas County entered into an agreement with MRG, LLC on November 29, 2022 in order for MRG, LLC to perform investigative services regarding allegations of misconduct of a Plumas County employee. This agreement expires on November 20, 2023. In order to employ MRG, LLC to conduct an additional service we must amend the agreement to revise the scope of work and increase the compensation to cover said additional service.

Action:

It is recommended that the Board of Supervisors approve the Second Amendment to Agreement by and between Plumas County and MRG, LLC.

Fiscal Impact:

Out of Budget item: General fund (20020) - Professional Services (521900) additional \$4,000 for one (1) survey. Due to an invoicing error, Plumas County will be reimbursed approximately \$337.50 for this survey.

Attachments:

1. MRG Amendment 2 2023
2. MRG Engagement Letter 2.2.23
3. MRG fully executed 11.29.22

SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND MUNICIPAL RESOURCE GROUP, LLC

This Second Amendment to Agreement (“Amendment”) is made on February 14, 2023, between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and Municipal Resource Group, LLC (“CONTRACTOR”) who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Municipal Resource Group have entered into a written Agreement dated November 29, 2022, (the “Agreement”), in which Municipal Resource Group agreed to provide investigative services to Plumas County.
 - b. Because the County requires additional services the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2 is amended to read as follows:

County shall pay Contractor for services provided to County pursuant to this agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-six thousand and 00/100 Dollars (\$26,000.00).
 - b. Exhibit A is amended to read as follows:

Upon request of County, Contractor shall perform a survey in regard to employment matters.

Contractor shall deliver a written report of the survey to the Plumas County Counsel’s Office.
3. **Effectiveness of Agreement:** Except as set forth in the First Amendment and this Second Amendment of Agreement, all provisions of the Agreement dated November 29, 2022 shall remain unchanged and in full force and effect. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Municipal Resource Group, LLC from February 14, 2023 to date of approval of this first amendment by the Board of Supervisors.

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

CONTRACTOR:

Municipal Resource Group, LLC

By: _____

Name: Mary Egan

Title: Member

Date signed: _____

COUNTY:

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

By: _____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed: _____



February 1, 2023

Gretchen Stuhr
County Counsel
County of Plumas
520 W. Main Street, Room 302
Quincy, CA 95971

Dear Ms. Stuhr:

Thank you for requesting investigative services from MRG. This letter will confirm Plumas County's ("County") request to engage Municipal Resource Group LLC ("MRG") to provide these services. This Agreement will govern all services to be performed for the assigned engagements. Mr. Rob Brown will serve as the MRG investigator for the matter originating from the Assessor's Office. Mr. Ren Nosky is assigned to two matters as discussed; one regarding a Human Resource Dept. complaint and one regarding the Board of Supervisor's inquiry into allegations regarding the Sheriff's Office.

MRG will conduct a confidential investigation to determine the factual basis of an allegation of discrimination. At the end of the investigation, MRG will provide a written report unless otherwise instructed. MRG does not provide legal advice, and our role in this process is as a neutral factfinder providing information to the County.

Independence. As an independent investigator, MRG has the right to determine the means, manner, and findings related to the investigation. The County agrees to allow MRG full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. The County understands and acknowledges that this Agreement is not dependent on MRG making or failing to make a particular determination, finding of fact, or conclusion.

Cooperation. To perform our services effectively, we require the full cooperation and support of all representatives of the County. The County can assist us by keeping us fully informed as to facts and developments relevant to our investigative services. It is essential that we receive accurate and complete information, including written materials when requested, and that involved personnel are available to the extent required.

Fees. The County agrees to pay MRG at the rate of \$295.00 per hour for work done in these matters. Based on preliminary estimates for the three matters, we suggest an agreement of \$50,000. Employers have an obligation to conduct a thorough investigation. Often new facts and witnesses are discovered through the investigative process. As such, these estimates are for

planning purposes. We also understand the need to manage costs and do all we can to balance these concerns. We will notify you if the scope or witness list expands dramatically.

Estimates are as follows:

- Intake, material review, approx. 10 interviews, transcripts, report preparation, review and finalization for the Assessor matter is estimated at \$14,500-\$16,000.
- Intake, material review, approx. 10 interviews, transcripts, report preparation, review and finalization for the Board of Supervisors matter is estimated at \$14,500. MRG will check in after preliminary interviews to coordinate, if needed.
- Intake, material review, approx. 4-5 interviews, transcripts, report preparation, review and finalization for the Human Resources complaint is estimated at \$7,500-\$8,000.

We anticipate that these services will be conducted remotely through video conferences and telephone interviews. When appropriate, MRG uses a research assistant at \$95.00 per hour to handle work commensurate with experience and expertise. Time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time MRG spends on telephone calls relating to your matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

Costs. MRG may incur minor costs in performing services under this Agreement. The invoice for this matter will include all expenses incurred, in addition to the hourly fee. The expenses commonly included are transcription services, document production costs, travel and postage. All expenses will be charged at MRG's cost. MRG will invoice for fees and expenses upon delivery of the final written report or two weeks after delivery of the draft report, whichever is sooner.

Compensation for Post-Investigative Work. This engagement shall be considered concluded after MRG has provided a final invoice for this investigation. After the conclusion of this engagement, should a need arise for MRG to respond to any subpoena, or to otherwise provide deposition or trial testimony about this matter, County shall compensate MRG at its then applicable rates for time expended, including time involved in preparing for such deposition or testimony, or responding to any subpoena.

Sincerely,



Mary Egan
CEO
MRG LLC
egan@solutions-mrg.com
916-261-7547

I am authorized to sign this agreement. I have read and understand this engagement letter. I hereby confirm the engagement of MRG to provide investigative services in accordance with its terms.

The County of Plumas



Gretchen Stuhr
County Counsel



Date

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its County Counsel (hereinafter referred to as "County"), and Municipal Resource Group, LLC, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eight Thousand and 00/100 Dollars (\$8,000.00).
3. Term. The term of this Agreement commences November 21, 2022 and shall remain in effect through November 20, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 21, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

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

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

County:

County Counsel's Office
520 Main Street, Room 302
Quincy, CA 95971
Attention: Gretchen Stuhr, County Counsel

Contractor:

Mary Egan
Managing Partner
Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 95693

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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. 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:

Municipal Resource Group, LLC

By: Mary Egan

Name: Mary Egan

Title: Member/Manager/Managing Partner

Date signed: 12-5-2022

COUNTY:

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

By: Kevin Goss

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed: 11/29/2022

ATTEST:

By: Heidi White

Name: Heidi White

Title: Clerk of the Board

Date signed: 11-29-2022

Approved as to form:

Sara James

Sara James
Deputy Plumas County Counsel

EXHIBIT A

Scope of Work

Upon request of County, Contractor shall perform investigative services regarding allegations of misconduct of a Plumas County employee.

Contractor shall deliver a written report of the investigation and resulting findings and recommendations to the Plumas County Counsel's Office.

EXHIBIT B

Fee Schedule

The County agrees to pay Contractor at the rate of \$295.00 per hour for work done in this matter. It is estimated that this matter will be conducted remotely through video conferences and telephone interviews and take approximately 20-25 hours. When appropriate, Contractor uses a research assistant at \$95.00 per hour to handle work commensurate with experience and expertise. Time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time Contractor spends on telephone calls relating to County's matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

The invoice for this matter will include all costs and expenses incurred, in addition to the hourly fee, up to \$750 in expenses. The expenses commonly included are document production costs, travel and mileage reimbursement at the current IRS rate. All expenses will be charged at Contractor's cost.



**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Gretchen Stuhr, Director of County Counsel
MEETING DATE: June 20, 2023
SUBJECT: Adopt RESOLUTION declaring thirteen travel trailers surplus personal property and donating thirteen travel trailers to Plumas Rural Services pursuant to Government Code Section 25372; approved as to form by County Counsel; discussion and possible action; Role Call Vote

Recommendation:

Adopt the Resolution Declaring Thirteen Travel Trailers Surplus Personal Property and Donating Thirteen Travel Trailers to Plumas Rural Services Pursuant to Government Code Section 25372.

Background and Discussion:

CalOES donated to Plumas County fourteen (14) travel trailers by CalOES to assist with housing survivors of the Dixie Fire in 2021. The County has operated a non-congregate sheltering initiative in Greenville since March of 2022. The County has determined at this point, it is more effective and in the public interest for the thirteen of the travel trailers to be declared surplus and donated to Plumas Rural Services, a non-profit health and human services agency, who will continue to assist the survivors.

Under Government Code section 25372(b)(5) the County may donate to an organization except from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code that is organized to provide health and human services, Plumas Rural Services is such an organization which serves the residents of Plumas County. It would serve a public purpose for the thirteen travel trailers to be donated to Plumas Rural Services who can continue to assist the survivors in recovering from the Dixie Fire of 2021.

Action:

It is recommended that the Board of Supervisors adopt the Resolution Declaring Thirteen Travel Trailers Surplus Personal Property and Donating Thirteen Travel Trailers to Plumas Rural Services Pursuant to Government Code Section 25372.

Fiscal Impact:

N/A

Attachments:

1. Memo - Travel Trailers
2. Resolution declare trailer surplus and donate FINAL



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

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

June 15, 2023

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

A blue ink signature of Gretchen Stuhr, County Counsel, is written over a horizontal line.

SUBJECT: Adopt Resolution Declaring Thirteen Travel Trailers Surplus Personal Property and Donating Thirteen Travel Trailers To Plumas Rural Services Pursuant to Government Code Section 25372

Background:

CalOES donated to Plumas County fourteen (14) travel trailers by CalOES to assist with housing survivors of the Dixie Fire in 2021. The County has operated a non-congregate sheltering initiative in Greenville since March of 2022. The County has determined at this point, it is more effective and in the public interest for the thirteen of the travel trailers to be declared surplus and donated to Plumas Rural Services, a non-profit health and human services agency, who will continue to assist the survivors.

Under Government Code section 25372(b)(5) the County may donate to an organization except from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code that is organized to provide health and human services, Plumas Rural Services is such an organization which serves the residents of Plumas County. It would serve a public purpose for the thirteen travel trailers to be donated to Plumas Rural Services who can continue to assist the survivors in recovering from the Dixie Fire of 2021.

Proposal:

Adopt the Resolution Declaring Thirteen Travel Trailers Surplus Personal Property and Donating Thirteen Travel Trailers to Plumas Rural Services Pursuant to Government Code Section 25372.

Action:

It is recommended that the Board of Supervisors adopt the Resolution Declaring Thirteen Travel Trailers Surplus Personal Property and Donating Thirteen Travel Trailers to Plumas Rural Services Pursuant to Government Code Section 25372.

END OF MEMORANDUM

RESOLUTION NO. 2023-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
DECLARING THIRTEEN TRAVEL TRAILERS SURPLUS PERSONAL PROPERTY
AND DONATING THIRTEEN TRAVEL TRAILERS TO PLUMAS RURAL SERVICES
PURSUANT TO GOVERNMENT CODE SECTION 25372**

WHEREAS, the County of Plumas (“County”) is the owner of thirteen travel trailers as outlined in Exhibit “A”, incorporated herein by this reference; and

WHEREAS, under Government Code section 25372, the Board of Supervisors may donate personal property which the board declares surplus to any public agency or organization exempt from taxation; and

WHEREAS, under section 25372(b)(5) the County may donate to an organization exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code that is organized to provide health and human services; and

WHEREAS, Plumas Rural Services is an organization which qualifies under section 25372(b)(5) of the Government Code; and

WHEREAS, staff has determine the travel trailers listed in Exhibit “A” are not suitable for the County’s use; and

WHEREAS, the Board of Supervisors desires to declare that the Travel Trailers are surplus property and not necessary for the County’s use; and

WHEREAS, the accompanying staff report provides supporting information upon which the declaration and findings set forth in this Resolution are based;

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

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The Board of Supervisors hereby declares that the Travel Trailers listed in Exhibit “A” are surplus personal property and not necessary for County purposes. The basis for this declaration is that the trailers were donated to the County by CalOES to provide short term housing for Dixie Fire survivors in the immediate aftermath of the Fire. The County is not well suited to continue to provide housing as it is more appropriate for a non-profit to assist fire survivors moving forward.
3. The Board of Supervisors hereby donates to Plumas Rural Services, an organization exempt from taxation pursuant to section 501(c)(3) of the Internal Revenue Code that is organized to provide health and human services, the thirteen Travel Trailers listed in Exhibit “A”.

The foregoing resolution was duly and regularly adopted at a regular meeting of the Plumas County Board of Supervisors held on the 20th of June, 2023, by the following vote.

AYES:

NOES:

ABSENT

Dwight Ceresola
Chair, Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

EXHIBIT A

| | Body Type Model/ Class | Year/ Make | VEHICLE | Plate No. | CA Certificate No. |
|----|------------------------|-------------|-------------------|-----------|--------------------|
| 1 | CCH/ TE | 2021 / DTCM | 4YDF35529MM960373 | 1634677 | CA210564518 |
| 2 | CCH/ SY | 2021 / DTCM | 4YDF36027MM960594 | 1634675 | CA210564517 |
| 3 | CCH/ NR | 2021 / DTCM | 4N15R262XM0153265 | 1634674 | CA210564516 |
| 4 | CCH/ PJ | 2021 / DTCM | 4YDF29422MM960680 | 1634673 | CA210564515 |
| | | | | | |
| 5 | CCH/ QL | 2021 / DTCM | 4YDF29423MM960770 | 1634671 | CA210564513 |
| 6 | CCH/ QN | 2021 / DTCM | 4YDF29420MM960757 | 1634670 | CA210564512 |
| 7 | CCH/ RL | 2021 / DTCM | 4YDF29924MM960723 | 1634669 | CA210564511 |
| 8 | CCH/ SC | 2021/ DTCM | 4YDF31720MM960641 | 1634668 | CA210564510 |
| 9 | CCH/ VC | 2021/ DTCM | 4YDF36022MM960745 | 1634667 | CA210564509 |
| 10 | CCH/ SN | 2021/ DTCM | 4YDF35522MM960067 | 1634666 | CA210564508 |
| 11 | CCH/ TA | 2021/ DTCM | 4YDF36029MM960578 | 1634665 | CA210564507 |
| 12 | CCH/ QN | 2021/ DTCM | 4YDF29429MM960756 | 1634664 | CA210564506 |
| 13 | CCH/ QM | 2021/ DTCM | 4YDF29423MM960798 | 1634663 | CA210564505 |



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: June 20, 2023

SUBJECT: Pursuant to Plumas County Code Section 2-4.503(a), confirm the Planning Director's appointment of Jim Graham as Interim Zoning Administrator; discussion and possible action.

Recommendation:

Pursuant to Plumas County Code Section 2-4.503(a), confirm the Planning Director's appointment of Jim Graham, Plumas County employee, as Interim Zoning Administrator until such a time the Planning Department is staffed.

Background and Discussion:

The Zoning Administrator is responsible for the administration of portions of Title 9, Planning and Zoning, of the Plumas County Code, acting as the hearing officer to investigate, consider, approve, conditionally approve, deny, revoke approval, or refer to the Board discretionary applications for variances, special use permits, tentative maps, and other permits. The Planning Director, Tracey Ferguson, is the Zoning Administrator. With the resignation of a full-time Planning Department staff member (Senior Planner), effective June 9, 2023, and two existing vacancies in the Planning Department (Assistant Planning Director and Associate/Assistant/Senior Planner), it leaves Tracey Ferguson, Planning Director, as the sole full-time Planning Department staff member. Without full-time Planning staff to act as staff planners to the Zoning Administrator's discretionary applications, and the fact that the Planning Director is the Zoning Administrator, the office of the Zoning Administrator currently cannot function, and therefore, discretionary applications would be coming to a halt until such time additional Planning staff are brought onboard. To avoid discretionary application delays, Tracey Ferguson, Planning Director, appoints Jim Graham, as Interim Zoning Administrator until such a time as the Planning Department is staffed. Plumas County Code Sec. 2-4.503 (Zoning Administrator), subsection (a), describes how the office of the Zoning Administrator (Attachment 1) is created, being that "...appointed by the Planning Director, confirmed by the Board, and act under the general direction of the Planning Director." Jim Graham is a current Public Works Department employee and former Planning Department employee and is qualified as he has acted as Zoning Administrator in the past.

Action:

Pursuant to Plumas County Code Section 2-4.503(a), confirm the Planning Director's appointment of Jim Graham, a Plumas County employee, as Interim Zoning Administrator until such a time the Planning Department is staffed.

Fiscal Impact:

The Planning Department (General Fund) estimated FY23-24 cost of \$6,000 paid to the Public Works Department for time spent (Inter-County Charges for Services).

Attachments:

1. Plumas County, CA Code of Ordinances_Sec. 2-4.503 ZA

Sec. 2-4.503. - Zoning Administrator.

- (a) *Creation.* There is hereby created the office of Zoning Administrator. The Zoning Administrator shall be appointed by the Planning Director, confirmed by the Board, and act under the general direction of the Planning Director.
- (b) *Responsibility.* Pursuant to the provisions of Section 11509 of the Business and Professions Code of the State and Sections 65401, 65402, and 65900 of the Government Code of the State, the Zoning Administrator shall be responsible for the administration of the portions of this Code as provided by this section.
- (c) *Duties.* The Zoning Administrator shall have original jurisdiction to act as a hearing officer to investigate, consider, approve, conditionally approve, deny, revoke approval, or refer to the Board applications for variances, special use permits, tentative maps, and other permits when this Code provides therefor and establishes criteria for determining such matters. The Zoning Administrator shall notice all hearings and meetings as required by this Code. The Zoning Administrator shall grant applications in strict conformance with the requirements of this Code, and the Zoning Administrator may prepare and adopt additional rules and procedures necessary or convenient for the conduct of business.

(§ 1, Ord. 88-694, eff. July 15, 1988; § 1, Ord. 05-1026, adopted March 29, 2005)



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Nancy Selvage, Director of Human Resources
MEETING DATE: June 20, 2023
SUBJECT: Adopt a RESOLUTION suspending the Annual Salary Adjustment for the Board of Supervisors for the 2023-2024 Fiscal Year; discussion and possible action. Roll call vote

Recommendation:

n/a

Background and Discussion:

n/a

Action:

n/a

Fiscal Impact:

n/a

Attachments:

1. HR memo
2. HR Resolution

DEPARTMENT OF HUMAN RESOURCES

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



DATE: June 15, 2023

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
JUNE 20, 2023

**RE: A RESOLUTION SUSPENDING THE ANNUAL SALARY
ADJUSTMENT FOR THE BOARD OF SUPERVISORS FOR THE
2023-2024 FISCAL YEAR**

IT IS RECOMMENDED THAT THE BOARD:

Approve the attached Resolution that every member of the Plumas County Board of Supervisor's desires to suspend their salary adjustment for the 2023-2024 Fiscal Year, to lessen the impact to the General Fund.

BACKGROUND AND DISCUSSIONS

Pursuant to Plumas County Code section 2-1.201 (a) "the salary for each Supervisor shall be adjusted on the first day of the first pay period starting in July of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the "April to April" comparison" shall suspend their salary adjustment for fiscal year 2023/2024.

The Board of Supervisors recognizes the County's current lack of budget information is critical to supporting their suspending their annual CPI adjustments. They also recognize and acknowledge that its County employees are dedicated members of this community who work diligently to provide needed services to this community.

Therefore, the Board of Supervisors suspended their annual CPI adjustment of 4.16% to lessen the impact on the General Fund.

RESOLUTION NO. 2023 - _____

A RESOLUTION SUSPENDING THE ANNUAL SALARY ADJUSTMENT FOR THE
BOARD OF SUPERVISORS FOR THE 2023-2024 FISCAL YEAR

WHEREAS, pursuant to Plumas County Code section 2-1.201 (a) "the salary for each Supervisor shall be adjusted on the first day of the first pay period starting in July of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the "April to April" comparison", and

WHEREAS, Plumas County is still in the audit process for the County's 2022-2023 Fiscal Year Budget; and

WHEREAS, Plumas County currently has the equivalent of 88.625 FTE unfilled positions; and

WHEREAS, the Plumas County Board of Supervisors acknowledges that its County employees are dedicated members of this community who work diligently to provide needed services to this community; and

WHEREAS, every member of the Plumas County Board of Supervisor's desires to suspend their salary adjustment for the 2023-2024 Fiscal Year, to lessen the impact to the General Fund;

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors that effective upon adoption, the annual salary adjustment for the Plumas County Board of Supervisors will be suspended for the 2023-2024 fiscal year, and such adjustment shall not be incorporated into future adjustments for the sitting Board Members.

The foregoing resolution was duly and regularly adopted at a regular meeting of the Plumas County Board of Supervisors held on the 20th of June, 2023, by the following vote.

AYES:

NOES:

ABSENT

Dwight Ceresola
Chair, Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Zachary Gately, Grant Manager
MEETING DATE: June 20, 2023
SUBJECT: Receive a presentation on the American Rescue Act Plan - Community Grant Program; Discussion only.

Recommendation:

Receive a presentation on the American Rescue Act Plan - Community Grant Program.

Background and Discussion:

Plumas County allocated \$570,000 to small businesses and non-profits of its ARPA allocations. The program ran from March 27th, 2023, through April 30th, 2023. This presentation will provide a summary of the program, an overview of awardees, as well as lessons learned and next steps.

Action:

no action

Fiscal Impact:

no action

Attachments:

None

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
PROCLAIMING A LOCAL EMERGENCY AND REQUESTING THE GOVERNOR
PROCLAIM A STATE OF EMERGENCY
(PLUMAS COUNTY BLIZZARD & STORM EVENTS)

RESOLUTION 2023- 8767

WHEREAS, the Plumas County Board of Supervisors recognizes that conditions of extreme peril to the safety of persons and property have arisen within Plumas County; caused by the Blizzard that hit the Sierra region and particularly Plumas County, and

WHEREAS, the Blizzard Warning throughout our region originated on Monday, February 26, 2023 through Wednesday, March 1, 2023; and

WHEREAS, another storm warning was in effect for March 4, 2023 through March 6, 2023, and more snow and rain storms are expected throughout March per the national weather service; and

WHEREAS, Plumas County is recovering from the Dixie Fire and many in our region are living in travel trailers and temporary housing through December 31, 2024 due to the loss of 700 homes in our county of 19,915 people. People living in these and other temporary structures are at more risk due to snow loads and freezing conditions; and

WHEREAS, per historical data, areas of Plumas County are close to their max snow loads. Some areas are at or near thresholds for snow load. The average snow load for Almanor Basin is 100 lbs per cubic square foot, some of the last totals are at approximately 80-100 lbs.; and

WHEREAS, Plumas County's only incorporated city had a boil-water-only alert due to freezing temperatures and issues with the water system, affecting 4,500 people; and

WHEREAS, Plumas County's population over 65 years old is 30% - double the State of California's average for this age group - and are less mobile and more vulnerable to these adverse conditions

WHEREAS, staffing is inadequate to cope with removal of the heavy snowfall. Streets remain unplowed due to shortages of essential Public Works employees, causing impacts to essential government services and a hazard for essential emergency first responders; and

WHEREAS, snow removal equipment and other road equipment has been damaged due to the heavy snowfall and while repairs are being attempted, the workload is extreme; and

WHEREAS, due to the significant accumulation of snow from the blizzard and other storms, the predicted rain storms may result in significant flooding; and

WHEREAS, aging HVAC systems throughout County buildings are being stressed and failing in some instances; and

WHEREAS, transportation in the area is significantly disrupted. Highway 70, one of the two major travel corridors is closed indefinitely and has been since the January storms. Highway 80 is sporadically closed as are Highway 32 and 36. Fuel and supplies are a concern. Store shelves are beginning to look bare; and

WHEREAS, schools have seen several days of closure as have County offices due to hazardous travel conditions in the Sierra region; and

WHEREAS, if there were a need for a shelter to open, Plumas residents could not get to it due to snow conditions, unplowed roads and projected heavy snow and rainfall rates.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California, hereby proclaims that a local emergency exists throughout Plumas County due to the blizzard and snow conditions.

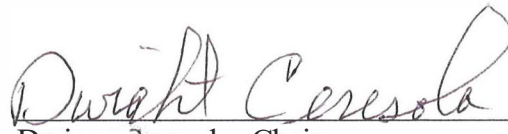
BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

1. This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.
2. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.
3. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
4. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to maintain a State of Emergency for the County of Plumas.
5. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.


PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, on March 7, 2023, by the following vote:

AYES Supervisor(s) Goss, McGowan, Hagwood, Ceresola, Engel

NOTES: None
ABSENT: None


Dwig Ceresola, Chair
Plumas County Board of Supervisors

ATTEST


Heidi White
Clerk of the Board of Supervisors

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:



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:

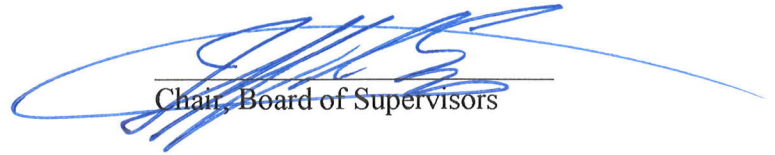
AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

NOES: None

ABSENT: None

ATTEST:


Clerk of the Board of Supervisors


Chair, Board of Supervisors

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 (CALIMT4) 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 26th day of July, 2021.

7/26/21
Date



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



PLUMAS COUNTY COUNTY COUNSEL MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Gretchen Stuhr, Director of County Counsel

MEETING DATE: June 20, 2023

SUBJECT: Adopt a RESOLUTION of Agreement adopting a Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-001 Seneca District Hospital Annexation to Chester Public Utility District; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

n/a

Background and Discussion:

n/a

Action:

n/a

Fiscal Impact:

n/a

Attachments:

1. Item 4.E.4. Memo
2. Resolution Property Tax Transfer Seneca



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

June 15, 2023

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

A blue ink signature of Gretchen Stuhr, County Counsel, written over a horizontal line.

SUBJECT: Adopt Resolution Of Agreement Adopting A Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-001 Seneca District Hospital Annexation To Chester Public Utility District

Background:

Seneca District Hospital filed an application with Plumas County LAFCo to annex two parcels (APN 100-230-028 and 100-230-029) owned by the Seneca into the Chester Public Utility District. Pursuant to Revenue and Taxation Code section 99, each local agency whose service responsibility may be affected was notified, in this case Chester Public Utility District.

Based on the documentation provided by Plumas County Auditor, Chester Public Utility District has agreed to a zero dollar tax share amount, which is reflected in the Resolution before the Board today.

Proposal:

~~Adopt the Resolution Of Agreement Adopting A Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-001 Seneca District Hospital Annexation To Chester Public Utility District.~~

Action:

It is recommended that the Board of Supervisors adopt the Resolution Of Agreement Adopting A Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-001 Seneca District Hospital Annexation To Chester Public Utility District.

END OF MEMORANDUM

Resolution No. 23-

**A RESOLUTION OF AGREEMENT BY THE BOARD OF SUPERVISORS OF THE
COUNTY OF PLUMAS ADOPTING A PROPERTY TAX TRANSFER AGREEMENT
FOR PLUMAS COUNTY LAFCO FILE NO. 2023-0001 SENECA DISTRICT HOSPITAL
ANNEXATION TO CHESTER PUBLIC UTILITY DISTRICT**

WHEREAS, an application has been filed with the Plumas County Local Agency Formation Commission proposing the annexation of certain territory located in tax rate areas 053-036 and 053-035 (APN: 100-230-028 and 100-230-029) as described in LAFCO (Local Agency Formation Commission) file No. 2023-0001, and EXHIBIT "A" attached hereto, to the Chester Public Utility District.

WHEREAS, in the event a jurisdictional change would affect the service area or service responsibility of one or more special district, the board of supervisors of the county in which the districts are located shall, on behalf of the district or districts, negotiate any exchange of property tax revenues; and

WHEREAS, pursuant to Revenue and Taxation Code Section 99(b)(5), on June 8, 2023, the County of Plumas notified each local agency whose service responsibility may be affected by the jurisdictional change that the County would negotiate upon that agency's behalf; and

WHEREAS, only Chester Public Utility District is affected by the jurisdictional change and received an agreement on June 9, 2023, to a zero dollars (\$0) tax share amount.

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

1. That the recitals set forth above are true, correct, and valid.
2. That the jurisdictional change will not decrease the responsibility for services by either the County of Plumas or any affected agencies.
3. That the Board of Supervisors of the County of Plumas agrees to accept the following negotiated exchange of property tax revenues and annual tax increment.
 - A. Property tax revenues in the amount of zero dollars (\$0) shall be transferred from the Plumas County General Fund to the Chester Public Utility District.
 - B. Annual tax increment in the amount of zero dollars (\$0) shall be transferred from the Plumas County General Fund to the Chester Public Utility District.

The foregoing resolution was duly and regularly adopted at a regular meeting of the Plumas County Board of Supervisors held on the 20th of June 2023, by the following vote.

AYES:

NOES:

ABSENT

Dwight Ceresola
Chair, Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board

Approved as to form:



Gretchen Stuhr
Plumas County Counsel



**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Gretchen Stuhr, Director of County Counsel
MEETING DATE: June 20, 2023
SUBJECT: Adopt a RESOLUTION of Agreement Adopting A Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-002 Creation of Beckwourth Fire Protection District; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

n/a

Background and Discussion:

n/a

Action:

n/a

Fiscal Impact:

n/a

Attachments:

1. Item 4.E.5. - memo
2. Resolution Property Tax Transfer - Beckwourth FPD



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

June 13, 2023

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

A blue ink signature of Gretchen Stuhr, County Counsel, written over a horizontal line.

SUBJECT: Adopt Resolution Of Agreement Adopting A Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-002 Creation of Beckwourth Fire Protection District

Background:

The City of Portola (City), Beckwourth Fire Protection District (FPD), Sierra Valley Fire Protection District (FPD) and Gold Mountain Community Service District (CSD) have submitted an application to the Plumas County LAFCo for the creation of a new fire protection district to be called Beckwourth Peak Fire Protection District. The formation of the Beckwourth Fire Protection District will be in front of the voters of the District on November 7, 2023, for consideration. As part of the process, LAFCo informed the Plumas County Assessor, Plumas County Auditor and the County Administrative Officer of the County's obligations under Revenue and Taxation Code section 99 to negotiate a tax transfer agreement for the new fire protection district. The City, Beckwourth FPD, Sierra Valley FPD, and Gold Mountain CSD have reached an agreement on the tax transfer which is reasonable to the County Administrative Officer.

The City of Portola budgets approximately \$70,000 to support city fire protection services. The City has agreed to use the ratio of \$70,000 to total property tax revenue within the City TRAs to determine the appropriate average tax allocation factor to the District in City TRAs, which equates to 4.936007%.

The Beckwourth FPD, Sierra Valley FPD will be merged into the Beckwourth Peak FPD. The existing base property tax and tax allocation factors for these districts will be transferred to the Beckwourth Peak FPD upon reorganization. Gold Mountain CSD will be divested of its fire protection and emergency services responsibilities which will be merged into the Beckwourth Peak FPD upon reorganization. Currently Gold Mountain

has a negative AB 8 factor, which will be absorbed by the Beckwourth Peak FPD and eliminated from the County's responsibility.

The Proposed Resolution outlines the above and shows the agreement between the City, Beckwourth FPD, Sierra Valley FPD and Gold Mountain CSD to transfer property tax as outlined above.

Proposal:

Adopt the Resolution Of Agreement Adopting A Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-002 Creation of Beckwourth Fire Protection District.

Action:

It is recommended that the Board of Supervisors adopt the Resolution Of Agreement Adopting A Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-002 Creation of Beckwourth Fire Protection District
END OF MEMORANDUM

RESOLUTION NO. 23-

**A RESOLUTION OF AGREEMENT BY THE BOARD OF SUPERVISORS OF THE
COUNTY OF PLUMAS ADOPTING A PROPERTY TAX TRANSFER AGREEMENT
FOR PLUMAS COUNTY LAFCO FILE NO. 2023-002 CREATION OF BECKWOURTH
PEAK FIRE PROTECTION DISTRICT**

WHEREAS, on June 6, 1978, the voters of the State of California amended the California Constitution by adding Article XIII A thereto which limited the total amount of property taxes which could be levied on real property by local taxing agencies to one percent (1%) of full cash value; and

WHEREAS, following such constitutional amendment, the California Legislature added Section 99 to the California Revenue and Taxation Code which requires an exchange of property tax revenues when a jurisdictional change alters the service responsibilities of one (1) or more local agencies; and

WHEREAS, a proposal has been filed with the Plumas County LAFCo Executive Officer to form a new fire protection district (Beckwourth Peak Fire Protection District) and dissolve the Beckwourth Fire Protection District and the Sierra Valley Fire Protection District, divest Gold Mountain Community Service District's power to provide fire protection and emergency medical services, with the new fire protection district continuing those services, and transfer the City of Portola's responsibility to provide fire protection and emergency medical services within the city limits to the new fire protection district; and

WHEREAS, the Beckwourth Fire Protection District and the Sierra Valley Fire Protection District receive property tax revenue; and

WHEREAS, the City of Portola has budgeted \$70,000 for fire protection services; and

WHEREAS, if the formation of the Beckwourth Peak Fire Protection District is approved by the voters, COUNTY will continue to retain all of its service responsibilities in the new service district areas despite the jurisdiction change; and

WHEREAS, the Board received a Beckwourth Peak Fire Protection District Property Tax Exchange proposal from the City of Portola, Beckwourth Fire Protection District, Sierra Valley Fire Protection District, and Gold Mountain CSD that has been deemed by the County Administrative Officer to meet all of the expectation and requirements of the Board.

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

1. This Resolution affects the following Tax Rate Areas: 001-001, 001-002, 001-003, 001-004, 001-005, 001-006, 001-007, 001-008, 001-009, 001-010, 001-013, 053-008, 053-013, 053-019, 053-020, 053-137, 053-138, 053-139, 053-140, 053-141, 053-142, 053-143, 053-144, 053-145, 053-154, 053-155, 053-156, 053-169, 053-170, 053-171, 053-172, 053-173,

053-184, 053-185, 053-194, 053-196, 053-197, 053-198, 053-199, 055-000, 055-002, 055-005, 055-006, 055-007, 055-011, 055-012, 055-013, 055-016, and 055-017.

2. Definitions: Unless the particular provisions or context otherwise requires, the definitions contained in this paragraph and in the Revenue and Taxation Code shall govern the construction, meaning, and application of words used in this Resolution.

- a. “Base property tax rate” means property tax revenues allocated by base tax equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annex in the fiscal year immediately preceding the tax year in which the property tax revenues are apportioned pursuant to this Agreement, including the amount of the State of California reimbursement for the homeowners and business inventory exemptions.

- b. “Property tax increment” means revenue from the annual tax increment, as “annual tax increment” is defined in section 96.5 of the Revenue and Taxation Code, attributable to the tax rate area for the respective year.

- c. “Property tax revenue” means base property tax revenue, plus the property tax increment for a given tax rate area.

3. Upon the finalization of the LAFCo Project 2023-002, property tax revenues generated from within the subject area (the Beckwourth Peak Fire Protection District territory) shall be governed by this Resolution and shall be allocated as follows:

Beckwourth Fire Protection District, Sierra Valley Fire Protection District and Gold Mountain Community Service District shall be merged into the successor district and the existing base property tax and tax allocation factors for each of the above districts shall be transferred to the Beckwourth Peak Fire Protection District upon reorganization as outlined in the following tables:

| TRAs | Sierra Valley FRD |
|---------|-------------------|
| 055-002 | 4.165462% |
| 055-006 | 4.122439% |
| 055-011 | 4.107114% |
| 055-012 | 4.181222% |

| TRAs | Beckwourth FRD |
|---------|----------------|
| 053-019 | 13.576965% |
| 053-020 | 7.000000% |
| 053-138 | 13.226222% |
| 053-139 | 7.000000% |
| 053-140 | 15.537601% |
| 053-142 | 15.345418% |

| | |
|---------|------------|
| 053-143 | 7.000000% |
| 053-144 | 13.225252% |
| 053-145 | 8.136949% |
| 053-169 | 7.000000% |
| 053-170 | 13.576965% |
| 053-171 | 7.000000% |
| 053-172 | 15.537601% |
| 053-173 | 7.000000% |
| 053-184 | 7.000000% |
| 053-185 | 7.000000% |
| 053-194 | 12.000000% |
| 053-196 | 7.000000% |
| 053-197 | 14.129162% |
| 053-198 | 7.000000% |
| 053-199 | 12.000000% |
| 055-001 | 0% |
| 055-004 | 0% |
| 055-008 | 0% |
| 055-010 | 0% |
| 055-016 | 7.000000% |
| 055-017 | 7.000000% |

| | |
|---------|-------------------|
| TRAs | Gold Mountain CSD |
| 053-154 | 5.910684% |
| 053-155 | 6.080197% |
| 053-162 | 0% |
| 053-163 | 0% |

4. The new district will absorb any AB 8 shortfall.
5. The City of Portola has agreed to use the ratio of \$70,000 to the total property tax revenue within the City of Portola TRAs to determine the appropriate average tax allocation factor for the proposed District in City TRAS, which equates to 4.936007%.
6. Out of District Good Will Response Area

All or some of the following TRAs are not currently within an existing fire-related district and are proposed to be included in the Beckwourth Peak Fire Protection District. No base property taxes will be transferred to the District. The County agrees to transfer ten percent (10%) of any growth to the District:

| | |
|---------|----------------------|
| 053-000 | 10.000000% of growth |
| 053-002 | 10.000000% of growth |
| 053-007 | 10.000000% of growth |

| | |
|---------|----------------------|
| 053-008 | 10.000000% of growth |
| 053-013 | 10.000000% of growth |
| 053-137 | 10.000000% of growth |
| 053-141 | 10.000000% of growth |
| 053-156 | 10.000000% of growth |
| 055-000 | 10.000000% of growth |
| 055-005 | 10.000000% of growth |
| 055-007 | 10.000000% of growth |
| 055-013 | 10.000000% of growth |

7. This transfer of property tax base and increment shall not be effective until
 - a. the tax year following the calendar year in which the statement of boundary changes and the map or plat is filed with the County Assessor and the State Board of Equalization; and
 - b. the passage of the formation of the Beckwourth Peak Fire Protection District by the proposed District's voters on the November 7, 2023, for each parcel applicable to real property within the territory subject to the formation of the new district; and
 - c. All the terms and conditions of this Resolution are accepted by Resolution of the Board of Directors of the District.
 8. This determination is made without prejudice to any future jurisdictional changes and does not establish a precedent for making future determinations pursuant to Section 99 of the Revenue and Taxation Code.
 9. The property tax increment revenue for all other local agencies shall not be changed as the result of the formation of the Beckwourth Peak Fire Protection District.
-

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on June 20, 2023, by the following vote:

AYES:

NOES:

ABSENT

ATTEST:

Dwight Ceresola, Chair
Plumas County Board of Supervisors

Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Gretchen Stuhr
Plumas County Counsel