



Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Greg Hagwood, Chair, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

JANUARY 9, 2024 TO BE HELD AT 10:00 AM

520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

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

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

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. DISASTER RECOVERY OPERATIONS

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

B. BUSINESS AND ECONOMIC RECOVERY

Report and update on Dixie Fire Business and Economic Recovery efforts.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

D. US FOREST SERVICE

Report and update.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status

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. FACILITY SERVICES

- 1) Approve and authorize Board Chair to waive facility-use fees for the Quincy Chamber of Commerce's Groundhog Fever Festival event scheduled for February 3, 2024.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Co. for repairs needed to the elevator at the Permit Center to put it back into service; work to be completed by March 31, 2024; not to exceed \$46,332.97; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

B. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in December of 2023, as submitted.

C. AUDITOR/CONTROLLER

- 1) Authorize the Auditor Controller to allow extra-help employee #100698 to work more than 29 hours per week as needed for 90 days from January-March 2024; not to exceed 1560 hours per 12-month period (November 1- October 31); No General Fund Impact, approved in FY 23/24 budget.

D. COUNTY COUNSEL

- 1) Approve and authorize County Counsel to recruit and fill Extra Help Paralegal I position; (General Fund Impact) wages covered in FY23/24 budget.

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 BOARD OF SUPERVISORS

B. CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

- 1) Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Water Conservation District and Sierra Valley Groundwater Management District (SVGMD) for Sierra Valley Groundwater Recharge and Irrigation Efficiency Project ; effective January 9, 2024; not to exceed \$1,220,000; (No General Fund Impact) funded through agreement with SVGMD; approved as to form by County Counsel; discussion and possible action.

C. ADJOURN AS THE PLUMAS COUNTY FLOOD & CONSERVATION DISTRICT AND RECONVENE AS THE BOARD OF SUPERVISORS

4. **DEPARTMENTAL MATTERS**

A. **PROBATION** - Keevin Allred

- 1) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation and Plumas County Library to facilitate a 2.5 hour Truancy Intervention Class based on the Parent Project Program; effective upon final signature and renewed annually without further action; not to exceed \$4,000.00 per year; (No General Fund Impact) state juvenile grant funds; approved as to form by County Counsel; discussion and possible action.
- 2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation and Plumas County Library to provide tutoring services as a part of Probation's Juvenile Justice Plan Afterschool pilot program; effective upon final signature and renewable annually without further action; not to exceed \$4,900.00; (No General Fund Impact) state juvenile grant funds; approved as to form by County Counsel; discussion and possible action.
- 3) Approve and authorize two FTE Probation staff employees (#100983, #100922) to switch to a fourteen workweek schedule pursuant to section 8.05 of the Plumas County Personnel Rules and 3.08 of Probation Unit's MOU; Effective January 14, 2024; discussion and possible action.

B. **FACILITY SERVICES** - Robert McAdams

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Brandley Engineering, Inc for airport consulting services; effective November 1, 2023; There is no GF impact as the Airports are a commercial enterprise of Plumas County and supported by their own revenue; this is the master agreement that will be referenced for all future supplemental service agreements; not approved by County Counsel.

5. **COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

- A. County Administrative Officer's Report
- B. Presentation - PG&E Hydro Projects in Plumas County; discussion only

6. **BOARD OF SUPERVISORS**

- A. Review current 2024 Plumas County Boards & Commissions; discussion and possible action.

B. **APPOINTMENTS**

- 1) Appoint Katherine Miller-Sturley to the Greenhorn Community Services District, as recommended; discussion and possible action.

C. **CORRESPONDENCE**

D. **WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS**

7. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Risk Manager: Quarterly Risk Control Program Status Report
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3 Public Works, Public Works Mid-Management Unit; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

D. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to Tuesday, _____, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: January 9, 2024

SUBJECT: Approve and authorize Board Chair to waive facility-use fees for the Quincy Chamber of Commerce's Groundhog Fever Festival event scheduled for February 3, 2024.

Recommendation:

Approve and authorize Board Chair to waive facility-use fees for the Quincy Chamber of Commerce's Groundhog Fever Festival event scheduled for February 3, 2024.

Background and Discussion:

The Quincy Chamber of Commerce is requesting the fees to be waived for using the Courthouse lawn and Dame Shirley Plaza on February 3, 2024 for their Groundhog Fever Festival event. This is a community event with little to no financial benefit to the Chamber of Commerce. Fees that would be waived are \$80 for the Courthouse grounds and \$80 for Dame Shirley Plaza.

Action:

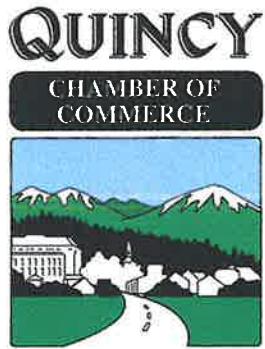
Approve and authorize Board Chair to waive facility-use fees for the Quincy Chamber of Commerce's Groundhog Fever Festival event scheduled for February 3, 2024.

Fiscal Impact:

General Fund is affected by waiving fees of \$160 for the use of county property.

Attachments:

1. Quincy Chamber fee waiver request



“Heart of Feather River Country”

PO Box 215
Quincy, CA 95971
(530) 394-0541

info@quincychamber.com • www.quincychamber.com

December 13, 2023

Plumas Co. Board of Supervisors
520 Main Street
Quincy, CA 95971

Re: Groundhog Fever Festival

Honorable Supervisors,

We are seeking your permission for the use of the Courthouse lawn and Dame Shirley Plaza for the Groundhog Fever Festival scheduled for Saturday, February 3, 2024 from 11:00 a.m. – 3:00 p.m. Setup would generally begin around 8:00 a.m. and tear down should be completed by 4:00 p.m.

We are also asking permission for a waiver of the Courthouse and Dame Shirley Plaza facility use fees as this is a community event with little to no financial benefit to the Quincy Chamber of Commerce.

Please contact me if you have any questions or if you need additional information.

Respectfully,

Cheryl Kolb
Event Coordinator



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: January 9, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Co. for repairs needed to the elevator at the Permit Center to put it back into service; work to be completed by March 31, 2024; not to exceed \$46,332.97; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Co. for repairs needed to elevator at the Permit Center to put it back into service

Background and Discussion:

This contract has been previously approved by the Board. The completion date needs to be extended because the contractor has been experiencing issues procuring the necessary parts for repair of the elevator due to its age. Contract remains unchanged from the previous except for the extension of project completion date from December 31, 2023 to March 31, 2024.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Co. for repairs needed to elevator at the Permit Center to put it back into service

Fiscal Impact:

Full amount of contract to be paid from GF once repair is complete and conveyance passes state inspection.

Attachments:

1. Silver State Elevator Co.

Repair Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services & Airports Department** (hereinafter referred to as "County"), and **Silver State Elevator Company, a NV Corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **forty-six thousand three hundred thirty two dollars and 97/100 (\$46,332.97)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **March 31, 2024**, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

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

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

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

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

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15)

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days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

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

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

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

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insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **Class C11- Elevator Contractor, issued by the State of California, No. 434959.**

25. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

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

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

28. **Choice of Law.** The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

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

County:

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

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CONTRACTOR INITIALS _____

Contractor:

Silver State Elevator Company
PO Box 5309
Reno, NV 89513
Attention: Ernest Rosaia, CEO/CFO

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. 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.
40. 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.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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.

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

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

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

CONTRACTOR:

Silver State Elevator Company,
a NV corporation

By: _____
Name: Ernest Rosaia
Title: CEO/CFO
Date signed:

COUNTY:

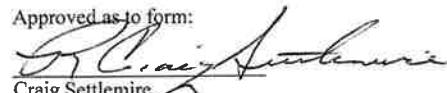
County of Plumas, a political subdivision of
the State of California

By: _____
Name: Greg Hagwood
Title: Board of Supervisors, Chair
Date signed:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:


Craig Settlemire
Counsel

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Replace controller on Flexilift LULA elevator with new control system at the Permit Center, located at 555 Main Street, Quincy, CA.
2. Ensure elevator functions properly.
3. Provide and pay for all labor, materials, taxes, and insurance.
4. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

1. Deposit of twelve thousand five hundred dollars and 00/100 (\$12,500.00) due at time of order.
2. The Contract Amount, **forty-six thousand three hundred thirty two dollars and 97/100 (\$46,332.97)**, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of County's receipt of Contractor's invoice.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 9, 2024

SUBJECT: Approve the Meeting Minutes for all meetings held in December of 2023, as submitted.

Recommendation:

Approve all Meeting Minutes for all meetings held in December of 2023, as submitted.

Background and Discussion:

Action:

Approve the Meeting Minutes for all meetings held in December of 2023, as submitted.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Minutes 12-5-2023
2. Minutes 12-12-2023
3. Minutes 12-19-2023



Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Greg Hagwood, Chair, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON DECEMBER 5, 2023

STANDING ORDERS

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

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

Absent: Supervisor District 3 McGowan

PLEDGE OF ALLEGIANCE

Supervisor Ceresola led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that Item 4.D.1., and 4.E.1. be removed 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.

Kenny O; Beckworth Fire - commented thanking the Board of Supervisors, letter to Board of Supervisors, and also LAFCO mutual aid ERPFD.

Zoom Ashley S. - comment regarding concerns with Beckworth Fire District

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Tracy Ferguson - Planning Director commented on the CARES Act, underwriting 25/20. Zoning meeting vested mining rights, Engle Mine hearing at 10am December 13, 2023, in the Mineral Building located at the Plumas County Fairgrounds.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

No Report Provided.

B. BUSINESS AND ECONOMIC RECOVERY

Report and update on Dixie Fire Business and Economic Recovery efforts.

Mr. Koble - reported on the lending round-table, federal grants, hiring a new employee for the Indian Valley Innovation Hub, the new Plumas Business Directory App, and the Indian Valley Innovation Hub was awarded a \$10,000.00 grant.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No Report Provided.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

Martee Graham - Auditor/Controller reported on the staff meeting with MUNIS on the 15th of December 2023 to go over the auditors side of the payroll process. CLA is working to help us complete the special district payroll process in MUNIS. Getting closer to completing the first testing in the test environment soon.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

No Report Provided.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's financial and audit status

Martee Graham - Auditor/Controller - reported on the current status of FY23/24 Plumas County Audit; all outstanding items have been sent to the external auditors Smith & Newell, as well as the trial balance. Shifting back to working on year-end closing entries for FY22/23, which will include requests from each department providing a list of all leases and any sub-based IT arrangements (SBITA). Continue to work with CLA to complete fixed asset module in MUNIS testing. The HR/AUD payroll project needs to be shifted to CLA.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

A. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in November of 2023, as submitted.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Pitney Bowes for a postage machine; effective November 1, 2023; not to exceed \$5,000.00; (No General Fund Impact) state and federal grants; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign and ratify the first amendment to the agreement between Plumas County Behavioral Health and Crestwood Behavioral Health to continue providing mental health recovery services to Plumas County referrals, increasing compensation from \$165,000.00 to \$315,000.00; (No General Fund Impact) state and federal grants; approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Corcom Communications for telecommunications provider; effective July 1, 2023; not to exceed \$82,000.00; (No General Fund Impact) state and federal grants; approved as to form by County Counsel.

C. PUBLIC HEALTH AGENCY

- 1) Adopt **RESOLUTION** to amend fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560; Nursing series; (No General Fund Impact) grant funded; approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8876** to amend fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560; Nursing series; (No General Fund Impact) grant funded; approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

- 2) Adopt **RESOLUTION** to amend fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560; Health Education series; (No General Fund Impact) grant funded; approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8875** to amend fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560; Health Education series; (No General Fund Impact) grant funded; approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

- 3) Adopt **RESOLUTION** to receive one-time federal passthrough award AP-2324-03 in the amount of \$490,770 and approve subcontract number AP 2324-03 S012 from Chico State Enterprises required to receive the grant; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8877** to receive one-time federal passthrough award AP-2324-03 in the amount of \$490,770 and approve subcontract number AP 2324-03 S012 from Chico State Enterprises required to receive the grant; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

D. COUNTY COUNSEL

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Attorney Linda Judge to provide legal representation to conservatees and proposed conservatees in probate and L.P.S. proceedings; effective November 13, 2023; not to exceed \$1,150 per month or \$13,800.00 per year; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

E. PUBLIC WORKS

- 1) Approve and authorize the Public Works/Road Department to recruit and fill, funded and allocated, vacant one (1) FTE Equipment Service Worker position in the Quincy Maintenance Shop; (No General Fund Impact) position funded by road fund/gas tax.

F. HUMAN RESOURCES

- 1) Approve and authorize Human Resources to recruit and fill, funded one (1) Extra Help Clerk position; (General Fund Impact) as approved in FY23/24 budget.

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 BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

- 1) Approve and authorize Chair to sign Amendment No. 2 to the MOU between Plumas County/Beckwourth CSA and the Golden State Finance Authority for Extension of an Existing \$100,000 Loan Repayment to April 12, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign Amendment No. 2 to the MOU between Plumas County/Beckwourth CSA and the Golden State Finance Authority for Extension of an Existing \$100,000 Loan Repayment to April 12, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

- 2) Approve and authorize Beckwourth Community Service Area to pay Jet Plumbing a non-contract invoice in the amount of \$1,982.17 and Plumas Sanitation a non-contract invoice in the amount of \$9,390 for pump station issues; (No General Fund Impact); discussion and possible action.

Motion: Approve and authorize Beckwourth Community Service Area to pay Jet Plumbing a non-contract invoice in the amount of \$1,982.17 and Plumas Sanitation a non-contract invoice in the amount of \$9,390 for pump station issues; (No General Fund Impact); discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. CONVENE AS THE WALKER RANCH COMMUNITY SERVICE DISTRICT GOVERNING BOARD

- 1) Approve and authorize Chair to sign Change Order No. 1 to construction agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc. to locate existing excavations that posed a danger; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign Change Order No. 1 to construction agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc. to locate existing excavations that posed a danger; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

- 2) Approve and authorize Chair to sign first amendment to agreement between Walker Ranch CSD and Bequette & Kimmel Accountancy Corporation, providing accounting services; effective December 5, 2023; extending term 3 years and increasing the compensation by \$26,000; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign first amendment to agreement between Walker Ranch CSD and Bequette & Kimmel Accountancy Corporation, providing accounting services; effective December 5, 2023; extending term 3 years and increasing the compensation by \$26,000; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

E. ADJOURN AS THE WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and PTS Solutions Inc. for CAD (dispatch), reporting and Jail Management; effective June 1, 2023; not to exceed \$176,309.55; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and PTS Solutions Inc. for CAD (dispatch), reporting and Jail Management; effective June 1, 2023; not to exceed \$176,309.55; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

B. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$31,753.69 for outpatient psychiatric services; (No General Fund Impact) grant funded; discussion and possible action.

Motion: Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$31,753.69 for outpatient psychiatric services; (No General Fund Impact) grant funded; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

2) Adopt **RESOLUTION** Deferring Implementation of the Changes made to Welfare and Institutions Code Section 5008 by Senate Bill 43 (2023-2024 Reg Session); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8878**](#) Deferring Implementation of the Changes made to Welfare and Institutions Code Section 5008 by Senate Bill 43 (2023-2024 Reg Session); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Roll call vote, Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

C. PUBLIC WORKS - John Mannie

1) Clarification of October 17, 2023; approved agenda item authorizing the Department of Public Works to recruit and fill extra-help snow removal workers throughout its maintenance districts; stipulating that these workers can be scheduled in excess of 40 hours per week depending on weather conditions; discussion and possible action.

Motion: Clarification of October 17, 2023; approved agenda item authorizing the Department of Public Works to recruit and fill extra-help snow removal workers throughout its maintenance districts; stipulating that these workers can be scheduled in excess of 40 hours per week depending on weather conditions; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

D. PUBLIC HEALTH AGENCY - Dana Krinsky

1) Authorize the Interim Director of Public Health to hire at the Step 4 level for the position of Emergency Preparedness Coordinator (EPC); discussion and possible action.

Chair Hagwood requested this item be deleted from the Agenda.

E. COUNTY COUNSEL - Sara James

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC for employment related investigations; effective November 21, 2023; not to exceed \$50,000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll call vote**

Chair Hagwood requested that this item be moved to the Board of Supervisors regular meeting on December 12, 2023 agenda.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero - reported on hiring a consultant from MRG, to assist with HR functions; updated BOS on financial matters, her job description when it comes to working closely with elected officials on finance-related issues; CLA's four recommendations; Grant Manager; and Risk Management update.

Public comment from R. Foster voicing concerns about the Board when it comes to Elected Officials.

6. BOARD OF SUPERVISORS

A. Chester Fire Department - informational announcement; discussion and possible staff direction.

Several members of the public commented on this item, voicing concerns about Chester Fire Department, ; Chair Hagwood introduced Mr. Blesse who would like to hold a subcommittee meeting, as well as an ARAP/Swift Emergency Meeting.

B. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; recommendation to continue the emergency and bring it back within 30 days, on January 2, 2024; discussion and possible action.

Motion: 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; recommendation to continue the emergency and bring it back within 30 days, on January 2, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

C. 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; recommendation to continue the emergency and bring back within 60 days, on January 16, 2024; discussion and possible action.

Motion: 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; recommendation to continue the emergency and bring back within 60 days, on January 16, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

D. 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; recommendation to continue the emergency and bring it back within 60 days, on January 16, 2024; discussion and possible action.

Motion: 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; recommendation to continue the emergency and bring it back within 60 days, on January 16, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

E. APPOINTMENTS

- 1) Appoint Amanda Higgins to the Greenhorn Community Services District Board for a term of (1) one year, as recommended.

Motion: Appoint Amanda Higgins to the Greenhorn Community Services District Board for a term of (1) one year, as recommended. , **Action:** Approve, **Moved by** Supervisor - District 2 Goss,

Seconded by Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

- 2) Appoint Judy Hardig to the Chester Cemetery District Board of Directors, for a term of (4) four years, as recommended.

Motion: Appoint Judy Hardig to the Chester Cemetery District Board of Directors, for a term of (4) four years, as recommended., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Absent: Supervisor District 3 McGowan

F. CORRESPONDENCE

No correspondence received.

G. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

No reports given.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. **Time Certain 1:00 P.M.:** Personnel: Public employee appointment or employment - Director of Public Health
- B. **Time Certain 2:00 P.M.:** Personnel: Public employee appointment or employment - Building Director
- C. **Time Certain 3:00 P.M.:** Personnel: Public employee appointment or employment - Building Director

D. 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

E. 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

F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) (1 case) of Government Code Section 54956.9

G. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC; OAH No. 2021010772

H. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

J. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – People of the State of California v. Nancy Selvage, Superior court of the State of California, Case No. F23-00547

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourned meeting to Tuesday, December 12, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Greg Hagwood, Chair, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON DECEMBER 12, 2023

STANDING ORDERS

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

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Kevin A. led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to 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.

Ted S. - commented on the Staff report for the Engel Mine is cut off at page 44. He asked the planning group that the full report be published.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Zach G. (Grants Manager) - reported on drone operations being conducted December 14th-18th, 2023 as part of the broadband installation project in the community.

Sheriff Johns - reported on potentially going back to two shifts a day starting on or around January 1st 2024. He also reported on 25 County Sheriffs who recently visited the border.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

No Report Provided.

B. BUSINESS AND ECONOMIC RECOVERY

Report and update on Plumas County Business and Economic Recovery efforts.

Mr. Koble - reported on Carey Candy being awarded the ARPA Grant, Sparkle, and ADA. He also reported on the IVIH staff, and Lara W. was actively working on the business directory app.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Reported their monthly meeting will be on December 16, 2023, from 11-1pm., at the Elementary School in Greenville. He also reported on the mass infrastructure bio mass CDBL Block Grant for housing.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

Martee G. Auditor/Controller - reported on the Auditor's/HR staff meeting with Client First on December 19th, 2023.

F. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's financial and audit status

Martee G. (Auditor/Controller) - reported on a tentative date of January 1-4, 2024 for the onsite visit, after the visit she will determine when to close FY21/22 to post budget.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. LIBRARY

- 1) Approve and authorize Chair to sign an agreement between Plumas County Library and NewsBank Inc.-America's News-2023 Edition, which provides access to online newspapers through Plumas County Library website; effective November 1, 2023; not to exceed \$2,500.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

B. SOCIAL SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and Department of Justice for Criminal Offender Record Information (CORI); effective January 1, 2024; not to exceed \$36,000.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel; discussion and possible action

C. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sierra Vista Hospital for behavioral and psychiatric disorder treatment July 1, 2023 - June 30, 2024; not to exceed \$100,000.00; (No General Fund Impact) state and federal grants ; approved as to form by County Counsel.

D. HUMAN RESOURCES

- 1) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I/II/III; due to resignation; effective February 1, 2023; (General Fund Impact) as approved in FY23/24 budget.

3. DEPARTMENTAL MATTERS

A. OFFICE OF EMERGENCY SERVICES - Travis Goings

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Sierra Electronics to provide primary maintenance and repair for the fire repeaters throughout Plumas County; effective November 1 2023; not to exceed \$25,000.00; (General Fund Impact) unbudgeted agreement; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Sierra Electronics to provide primary maintenance and repair for the fire repeaters throughout Plumas County; effective November 1, 2023; not to exceed \$25,000.00; (General Fund Impact) un-budgeted agreement; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

No: Supervisor - District 5 Engel.

2) Adopt **RESOLUTION** authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of \$128,749 - Emergency Management Performance Grant (EMPG) FY23 Grant Period July 1, 2023 to June 30, 2025; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8879**](#) authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of \$128,749 - Emergency Management Performance Grant (EMPG) FY23 Grant Period July 1, 2023, to June 30, 2025; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. PUBLIC HEALTH AGENCY - Dana Krinsky

1) **10:00 AM TIME CERTAIN - PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California an ORDINANCE of the Board of Supervisors of the County of Plumas regarding the Partnership HealthPlan of California Commission; approved as to form by County Counsel. **Roll call vote**

Dana Krinsky is present and addresses the Board with an overview of the matter before them. The Chair opens the public hearing. There being no public comment, the hearing is closed.

Motion: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California an ORDINANCE of the Board of Supervisors of the County of Plumas regarding the Partnership HealthPlan of California Commission; approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

The title of the Ordinance is read and continued to December 19, 2023 for adoption.

C. PROBATION - Keevin Allred

1) Approve the updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2023-2024, as submitted and recommended; (No General Fund Impact). **Roll Call Vote**

Motion: Approve the updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2023-2024, as submitted and recommended; (No General Fund Impact).

Roll Call Vote, Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

CAO Lucero - thanked the Chief Probation Officer for his efforts.

D. COUNTY COUNSEL - Sara James

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC for employment related investigations; effective November 21, 2023; not to exceed \$50,000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll call vote**

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC for employment related investigations; effective November 21, 2023; not to exceed \$50,000.00; (General Fund Impact) this is an un-budgeted item; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll call vote**,

Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

No: Supervisor - District 5 Engel.

Public Comment - Plumas Sun asked if there were any current ongoing investigations. Josh B. (County Counsel) stated there were no investigations at this time.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero - Municipal Resource Group, LLC(MRG) to provide Plumas County with a review of Human Resources Support Services to streamline the department's processes. The MRG team is a centralized resource for all human resources, staff development and organizational excellence needs. The cost associated with this range from \$95.00 for technical assistance up to \$300.00/HR for professional services.

- B. Approve the Supplemental Budget Transfer in the amount of ninety-two thousand, four hundred dollars (\$92,400) from fund 0026-0026030-3000 (LATCF Restricted (UNDSGN-B)) to 0026-8002658-58000 (LATCF Transfer-Out); general fund impact re-imbursement; reviewed and approved by Auditor Controller. **Four/Fifths roll call Vote.**

Motion: Approve the Supplemental Budget Transfer in the amount of ninety-two thousand, four hundred dollars (\$92,400) from fund 0026-0026030-3000 (LATCF Restricted (UNDSGN-B)) to 0026-8002658-58000 (LATCF Transfer-Out); general fund impact re-imbursement; reviewed and approved by Auditor Controller. **Four/Fifths roll call Vote.**, **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

5. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Rebecca Herrin to the Greenhorn Community Services District Board for a term of (1) one year, as recommended.

Motion: Appoint Rebecca Herrin to the Greenhorn Community Services District Board for a term of (1) one year, as recommended., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Appoint David Price to the Chester Cemetery District Board of Directors, for a term of (4) years, as recommended.

Motion: Appoint David Price to the Chester Cemetery District Board of Directors, for a term of (4) years, as recommended., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Appoint Stephen Tange to the Grizzly Ranch Community Services District for a term of two (2) years, as recommended.

Motion: Appoint Stephen Tange to the Grizzly Ranch Community Services District for a term of two (2) years, as recommended., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. CORRESPONDENCE

No correspondence received.

C. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor McGowan regarding matters related to County Government and include attending the RCRC, LAFCO, and Transportation meetings.

Reported by Supervisor Goss regarding matters related to County Government and include include attending the RCRC, LAFCO, and Transportation meetings.

Reported by Supervisor Engel regarding matters related to County Government and included meeting with Rob T. regarding selling water to Grizzly Lake CSD.

Reported by Supervisor Ceresola regarding matters related to County Government and include attending the SNC meeting which water issues were discussed.

6. 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 Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC; OAH 2021010772
- D. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) (1 case) and (e)(2) (1 case) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, December 19, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Greg Hagwood, Chair, 4th District

Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON DECEMBER 19, 2023

STANDING ORDERS

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

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Goss led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to 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.

George T. - offered prayer

Jackie M. - handed out information <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18035> regarding registering children, saving the planet by cutting down trees, and Cryptocurrency

Dan K. - commented on the crime rate in Indian Valley going up, and a plan to repopulate communities

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Zach G. (Grants Manager) - reported on Drone operations continuing due to weather
<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18037>

Sharon M. (Interim Librarian) - reported on book giveaway for ages 0-18 on December 30, 2023, and "Game Day" sponsored by the Quincy Library

Sheriff Johns - reported that during the recent PCSO Christmas Party he handed out seven life-saving awards, and personally thanked Brian Alexander for his efforts in saving a life, and the Governor of California signed SB2 regarding CCW permits

Tracey F. (Interim Planning Director) - reported on the micro-enterprise business grant, and Engle Mine first public hearing is scheduled for Oct. 11, 2023

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion
No report provided.

B. BUSINESS AND ECONOMIC RECOVERY

Report and update on Plumas County Business and Economic Recovery efforts
Mr. Kobley - commented on giving Kudos to Tracey F. for her efforts with the micro-enterprise business grant, and AWFD. He interviewed Greenville businesses which stated they needed a Pharmacy and a Bank. Innovation Hub is helping people with Facebook

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts
No report provided.

D. US FOREST SERVICE

Report and update.
Chris C. - reported as of yesterday the Forest Service was awarded 3 contracts (G-Z) for wildfire fuels reduction in the Quincy and Laporte areas.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.
Martee G. (Auditor/Controller) - reported on the CAO and Client First meeting at 1:00pm on December 19, 2023.

F. FINANCIAL /AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status
No report provided

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. BOARD OF SUPERVISORS

- 1) Approve and authorize Chair to sign an agreement between Plumas County Board of Supervisors and UBEO, West LLC for the 36-month lease of a Canon copier for the Board of Supervisors and County Administration Office; effective December 19, 2023; not to exceed \$22,577.40; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

B. PUBLIC WORKS

- 1) Approve and authorize Chair to sign Amendment No. 16 to the agreement between Plumas County Public Works and MGE Engineering to update the Caltrans plans and specifications to the new 2023 Standards for Snake Lake Bridge Project; (No General Fund Impact) state gas tax; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2024; not to exceed Fifteen Thousand Dollars and 00/100 (\$15,000.00); (No General Fund Impact) state gas tax; approved as to form by County Counsel.

C. CLERK/RECORDER - ELECTIONS

- 1) Approve Certification of the November 7, 2023 Uniform District Election results

D. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Charter School to expand school-based mental health services; effective July 1, 2023; not to exceed \$70,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini, an individual, Tai Chi Instructor, this program helps to improve the well-being of clients and community members both physically and mentally; effective July 1, 2023; not to exceed \$18,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency-Senior Connections, a prevention program by Public Health to screen homebound seniors who may need immediate mental illness services; effective July 1, 2023; not to exceed \$65,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.

- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency-Veterans Services program that provides advocacy, care coordination and referrals for at risk veterans; effective July 1,2023; not to exceed \$50,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.
- 5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Rural Services-Visions, a strength-based youth development program to reduce negative outcomes; effective July 1, 2023; not to exceed \$18,822.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.
- 6) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Jackson & Coker Locum Tenens, for assistance in obtaining qualified Therapists and Clinicians.; effective September 1, 2023; not to exceed \$400,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.
- 7) Approve and authorize the Chair to sign an agreement between Plumas County Behavioral Health and California Psychiatric Transitions Inc. for psychiatric treatment and rehabilitation services to seriously mentally ill adults; effective January 1, 2024; not to exceed \$400,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.
- 8) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. David Walls for Real Property Lease located at 372 Main Street, Chester; effective September 30, 2023; not to exceed \$25,200.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel; discussion and possible action

E. PLANNING

- 1) Approve and authorize Chair to sign First Amendment to Agreement between Plumas County and Hinman and Associates Consulting, Inc. decreasing the total compensation by \$1,100.32, not to exceed \$56,399.68; (No General Fund Impact) grant funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign Second Amendment to Agreement between Plumas County and Workbench; extending the term, increasing services and increasing the total compensation by \$16,500, not to exceed \$144,500; (No General Fund Impact) grant funds; approved as to form by County Counsel.

F. LIBRARY

- 1) Authorize a two-day closure of the Greenville Pop-up Library branch on Saturday, December 23, 2023, and Tuesday, December 26, 2023, due to the lack of available staffing.

G. MUSEUM

- 1) Approve and authorize closure of the Plumas County Museum to the public for the months of January and February 2024 to enable staff and volunteers to conduct cataloging and accessioning of collections, revision of exhibits and displays, and other museum work not compatible with public interaction.

H. PLUMAS COUNTY OFFICE OF EDUCATION

- 1) Approve and authorize the chair to sign by-law amendment for Local Child Care Planning Council (LPC), removing term limits.

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 BOARD OF SUPERVISORS

B. CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT

- 1) Approve and authorize Chair to sign Amendment No. 19 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Monterey Amendment; this would allow this water to be used or transferred in water year 2024 to offset payments to DWR for water rights; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign Amendment No. 19 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Monterey Amendment; this would allow this water to be used or transferred in water year 2024 to offset payments to DWR for water rights; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. ADJOURN AS THE PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT AND RECONVENE AS BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. SHERIFF - Todd Johns

- 1) Approve and authorize Plumas County Sheriff's Office to pay JBT Marine a non-contract invoice #2023560 in the amount of \$1948.61 dollars, for unanticipated labor and expenses related to patrol boat repair; (No General Fund Impact) grant funded; discussion and possible action.

Motion: Approve and authorize Plumas County Sheriff's Office to pay JBT Marine a non-contract invoice #2023560 in the amount of \$1948.61 dollars, for unanticipated labor and expenses related to patrol boat repair; (No General Fund Impact) grant funded; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Adopt **RESOLUTION** authorizing the Plumas County Sheriff's Office to apply for and accept funding for the fiscal year 2024-25 Boating Safety and Enforcement financial aid program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8882** authorizing the Plumas County Sheriff's Office to apply for and accept funding for the fiscal year 2024-25 Boating Safety and Enforcement financial aid program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:**

Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and Lassen County, in conjunction with a Community Funding Project originating with Congressman Doug LaMalfa, effective December 19, 2023; Approve and authorize the Sheriff to begin expenditures not to exceed \$813,550.00; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and Lassen County, in conjunction with a Community Funding Project originating with Congressman Doug LaMalfa, effective December 19, 2023; Approve and authorize the Sheriff to begin expenditures not to exceed \$813,550.00; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 4) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Plumas Sierra Telecommunications, (PST) a broadband service provider; effective 12/19/2023; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Plumas Sierra Telecommunications, (PST) a broadband service provider; effective 12/19/2023; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 5) Undersheriff's contract and wages; discussion and possible action.

Undersheriff proposed wage handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18037>

This item will be revisited at a later date. The Sheriff and Undersheriff will meet to discuss wage proposal.

Dan K. - public comment

- 6) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and United States Forest Service, a governmental agency land lease agreement for Snake Lake Range; discussion and possible action.

This item will be revisited at a later date giving the Sheriff's Office and the Forest Service time to meet to discuss.

- 7) Approve and authorize to begin the fixed asset purchase of search and rescue equipment; total not to exceed \$239,824.00; (No General Fund Impact) Title III Funding; discussion and possible action. **Four/Fifths Roll call vote**

Motion: Approve and authorize to begin the fixed asset purchase of search and rescue equipment; total not to exceed \$239,824.00; (No General Fund Impact) Title III Funding; discussion and possible action. **Four/Fifths Roll call vote** , **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. AUDITOR/CONTROLLER - Martee Nieman (Graham)

- 1) Approve and authorize Chair to sign First Amendment agreement between the Plumas County Auditor and Rodney Craig Goodman Jr, CPA extending the term, increasing services and increasing the compensation by \$50,000, not to exceed \$180,000.; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign First Amendment agreement between the Plumas County Auditor and Rodney Craig Goodman Jr, CPA extending the term, increasing services and increasing the compensation by \$50,000, not to exceed \$180,000.; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Public Comment - John K.

C. SOLID WASTE - Rob Thorman

- 1) Adopt **RESOLUTION** Establishing a revised fee schedule for residential and commercial customers self-hauling solid waste to Plumas County Transfer Station in franchise service area No. 2 (operated by Intermountain Disposal Inc.); (No General Fund Impact) franchise fees; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

This item will be revisited at a later date to bring back revised Resolution.

- 2) Adopt **RESOLUTION** Establishing a revised fee schedule for collection and related solid waste services for franchise service area No. 2 (operated by Intermountain Disposal); (No General Fund Impact) franchise fees; approved as to form by County Counsel; discussion and possible action.

Roll call vote

Motion: Adopt [**RESOLUTION No. 23-8884**](#) Establishing a revised fee schedule for collection and related solid waste services for franchise service area No. 2 (operated by Intermountain Disposal); (No General Fund Impact) franchise fees; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. PUBLIC HEALTH AGENCY - Dana Krinsky

- 1) Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on December 12, 2023, an Ordinance of the Board of Supervisors of the County of Plumas regarding the Partnership HealthPlan of California Commission; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt an [**ORDINANCE No. 23-1153**](#) of the County of Plumas, State of California, first introduced on December 12, 2023, an Ordinance of the Board of Supervisors of the County of Plumas regarding the Partnership HealthPlan of California Commission; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Active Shooter Full Scale Exercise Video Presentation by Lori Beatley, Coordinator for Plumas County Public Health Agency Emergency Preparedness Programs.

This item was moved to January 9, 2024, at the request of Public Health.

E. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives for transitional housing, specialty mental health services and case management services for qualifying individuals; effective July 1, 2023; not to exceed \$900,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.

Motion: Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives for transitional housing, specialty mental health services and case management services for qualifying individuals; effective July 1, 2023; not to exceed \$900,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.

Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18038>

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero reported on HR concerns, and will bring back a proposal for Human Resources System analyst.

B. Engie Energy Assessment solar field sites; discussion and possible action.

Supervisor Ceresola, and Supervisor Goss were both in agreement to review 21 acres located near the Courthouse Annex.

Sheriff Johns - commented on putting solar on the Sheriff's Office

Dan K. commented

Martee G. (Auditor/Controller) commented.

C. Adopt **RESOLUTION** for a job classification amendment for the Director of Risk/Safety/OES; (General Fund Impact) as approved in (**FY23-24**) budget; approved as to form by County Counsel. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8885**](#) for a job classification amendment for the Director of Risk/Safety/OES; (General Fund Impact) as approved in (**FY23-24**) budget; approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. Adopt **RESOLUTION** authorizing \$10 Per Hour Stipend for Human Resources Analyst Position for Human Resources Director Duties; (General Fund Impact) unbudgeted item; discussion and possible action. **Four/Fifths roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8883**](#) authorizing \$10 Per Hour Stipend for Human Resources Analyst Position for Human Resources Director Duties; (General Fund Impact) unbudgeted item; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

E. Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off Highway Vehicle Trails work on Mount Hough; effective February 28, 2023; not to exceed \$489,042.00; (No General Fund Impact) grant funded; approved as to form by County Counsel; discussion and possible action

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off Highway Vehicle Trails work on Mount Hough; effective February 28, 2023; not to exceed \$489,042.00; (No General Fund Impact) grant funded; approved as to form by County Counsel; discussion and possible action, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

F. Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Public Works Unit; (General Fund Impact) discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8881**](#) ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Public Works Unit; (General Fund Impact) discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** None, **Seconded by** None.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

G. Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Public Works Unit Mid-Management & Supervisor Unit; (General Fund Impact) discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8880**](#) ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Public Works Unit Mid-Management & Supervisor Unit; (General Fund Impact) discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

6. BOARD OF SUPERVISORS

A. Appointments

1) Appoint Dan Greenwood to the Beckworth Fire Protection District Board of Directors.

Motion: Appoint Dan Greenwood to the Beckworth Fire Protection District Board of Directors., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

No: None.

Abstain: Supervisor - District 5 Engel

2) Appoint Tyler McGarr to the Beckworth Fire Protection Board of Directors.

Motion: Appoint Tyler McGarr to the Beckworth Fire Protection Board of Directors., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

No: None.

Abstain: Supervisor - District 5 Engel

3) Appoint Todd Solomon to the Plumas Eureka Community Services District Board of Directors

Motion: Appoint Todd Solomon to the Plumas Eureka Community Services District Board of Directors, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

No: None.

Abstain: Supervisor - District 5 Engel

B. CORRESPONDENCE

Supervisor Goss received no correspondence.

Supervisor Hagwood received no correspondence.

Supervisor Engel received no correspondence.

Supervisor McGowan received no correspondence.

Supervisor Ceresola received no correspondence.

C. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

No weekly report provided.

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; Public Works Union; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) (1 case) and (d)(2) and (e)(1) (1 case) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourned meeting to Tuesday, January 2, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman (Graham), Auditor-Controller

MEETING DATE: January 9, 2024

SUBJECT: Authorize the Auditor Controller to allow extra-help employee #100698 to work more than 29 hours per week as needed for 90 days from January-March 2024; not to exceed 1560 hours per 12-month period (November 1- October 31); No General Fund Impact, approved in FY 23/24 budget.

Recommendation:

Authorize Auditor Controller to allow extra help employee #100698 to work more than 29 hours per week for January-March 2024. Not to exceed 1560 hours per reporting year from November 1-October 31.

Background and Discussion:

The Auditor Controller's office employees extra help. It is crucial currently for daily functions to utilize extra help employee more than 29 hours per week to ensure daily functions are completed. The Auditor Controller Office is in the process of completing the FY21/22 Audit while working on the process for the FY22/23 audit. With the flu and cold season here and new employees that need training, utilizing extra help employee more than 29 hours a week is crucial to the department.

Action:

Approve and Authorize to work extra, help employee #100698 to work more than 29 hours per week.

Fiscal Impact:

No General Fund Impact; budgeted in FY23/24.

Attachments:

None



**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kristina Rogers, Paralegal III/Deputy Clerk of the Board

MEETING DATE: January 9, 2024

SUBJECT: Approve and authorize County Counsel to recruit and fill Extra Help Paralegal I position; (General Fund Impact) wages covered in FY23/24 budget.

Recommendation:

Approve and authorize County Counsel to recruit and fill Extra Help Paralegal I position; (General Fund Impact) wages covered in FY23/24 budget.

Background and Discussion:

County Counsel is in need of extra help due to lack of staffing and increased work load. County Counsel has been down one attorney for the last several months and our Paralegal has had to step up and do more high level work. County Counsel has been assisting Human Resources due to their limited staffing and has also been assisting the new Clerk of the Board. Hiring an extra help person would increase the workload capacity of the County Counsel's Office.

Action:

Approve and authorize County Counsel to recruit and fill Extra Help Paralegal I position; (General Fund Impact) wages covered in FY23/24 budget.

Fiscal Impact:

(General Fund Impact) wages covered in FY23/24 budget.

Attachments:

None



PLUMAS COUNTY
PLUMAS COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: January 9, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Water Conservation District and Sierra Valley Groundwater Management District (SVGMD) for Sierra Valley Groundwater Recharge and Irrigation Efficiency Project ; effective January 9, 2024; not to exceed \$1,220,000; (No General Fund Impact) funded through agreement with SVGMD; approved as to form by County Counsel; discussion and possible action.

Recommendation:

The Flood Control Manager recommends that the Flood Control Governing Board vote to authorize the Chair to execute an agreement with Sierra Valley Groundwater Management District for Sierra Valley Groundwater Recharge and Irrigation Efficiency Project not to exceed amount of one hundred thousand two hundred twenty thousand dollars (\$1,220,000).

Background and Discussion:

Flood Control and the Watershed Forum have received two of the four installments of Monterey Settlement funds from the Department of Water Resources since February 2022. The Watershed Forum was formed as mandated by the Monterey Settlement and met initially on July 15, 2022 to determine the specific criteria for how the funds will be allocated toward Watershed projects. Projects must meet the State's requirements and the goals of the Monterey Settlement. The Flood Control District is not eligible to apply for this funding referred to as "A" Funds. Staff only manages the Water Forum's program and provides oversight on the use of the funds granted to successful applicants. The Flood Control District will receive a total of \$2.04 million for "A" Fund projects in four installments ending in Spring of 2025.

The Watershed Forum solicited concept proposals and received proposals from Sierra Valley Groundwater Management District (SCGWMD) and Taylorsville Mill Race Farmers Dam Resurfacing projects (TMRFDR) March 24, 2023. Both proposers were invited by the Watershed Forum to submit a full proposal on June 2, 2023 and full proposals were received in August 2023. Proposals were reviewed by members of the Watershed Forum and funds were awarded at the November 13, 2023 meeting. SVGWMD was approved for \$1,220,000 and TMRFDR was approved for \$513,070 in funding for Watershed Projects. Flood Control has the above funds in County accounts to pay the entities once agreements are executed. Progress will be monitored by Flood Control staff and progress payments made based on work completed. Staff is working with the TMRFDR entity and County Counsel to draft an appropriate agreement and will bring this agreement to the Governing Board at a later date. The agreement for SVGWMD has been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Water Conservation District and Sierra Valley Groundwater Management District for Sierra Valley Groundwater Recharge and Irrigation Efficiency Project; effective January 9, 2024; not to exceed \$1,220,000; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No impact to General Fund. Funded as per Agreement with Sierra Valley Groundwater Management District

Attachments:

1. Sierra Vly Groundwater Mgmt Agmt23-844 FINAL

Services Agreement

This Agreement is made by and between **Plumas County Flood Control and Water Conservation District** (hereinafter referred to as "District"), and Sierra Valley Groundwater Management District, a Groundwater Sustainability Agency (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the District with services as set forth in Exhibit A, attached hereto, on behalf of the Plumas Watershed Forum, which is composed of the Plumas County Flood Control and Water Conservation District and the California Department of Water Resources.
2. **Funding.** Contractor shall submit invoices to the Flood Control District as work is completed, each of which shall include a progress report identifying specific tasks completed and the related expenditures. If a subcontractor performs any work, District shall issue payments to Contractor and Contractor shall pay the subcontractor. Contractor must obtain District approval in advance to reallocate funds from one budget line-item to another. District shall pay Contractor for work as completed pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by District to Contractor under this Agreement shall not exceed One Million Two Hundred Twenty Thousand Dollars (\$1,220,000).
3. **Term.** The term of this agreement shall be from Execution through December 31, 2026, 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. The District may terminate this agreement at any time without cause upon notice to the Contractor. Contractor shall receive payment for all work completed under this Agreement prior to notice of termination.
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 District 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 District shall have the option to either cancel this Agreement with no further liability incurring to the District, 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.

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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), District shall not be liable for, and Contractor shall defend and indemnify District 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

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

- i. Each policy shall be endorsed to name the District, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "District") 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 District, 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 District, 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 District, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the District, 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 District before the District'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 District in writing, Contractor shall furnish a certificate of insurance satisfactory to District 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 District. District 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.

____ DISTRICT INITIALS _____

____ CONTRACTOR INITIALS _____

10. Licenses and Permits. Contractor represents and warrants to District 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 District 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 District, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, District. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in District. It is understood by both Contractor and District 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 District.
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

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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 District 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 District, the District 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.

District:

Flood Control & Water Conservation District
1834 E Main Street, Quincy, CA 95971
Attention: Rob Thorman

Contractor:

Sierra Valley Groundwater Management District
PO Box 88
Chilcoot, CA 96105
Attention: Jenny Gant

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 District 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.

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- 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 District. 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 District, 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 District or as part of any audit of the District 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 District or to the State Auditor upon the request of either the State Auditor or the District. Contractor agrees to provide reasonable access to records relating to the Project and to maintain such records as may be necessary to document services performed and hours worked. Contractor shall maintain such records for a period of no less than three years following completion of the Project.

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.

28. **Grant Funds Requirements.** Public Contracts code must be followed. Department of Industrial Relations requirements must be followed including prevailing wage. Construction drawings must be stamped by a licensed Civil Engineer. Projects are required to comply with CEQA and any required permitting prior to construction. Environmental permitting & CEQA compliance may be a part of the proposal. All projects utilizing other than own forces will be required to conduct formal request for bid

_____ DISTRICT INITIALS _____ CONTRACTOR INITIALS _____

solicitation. District to hold 5% retention until project final report or other documentation is received and approved.

29. Annual Progress Reports and Final Report. Contractor shall provide District with a progress report in electronic form by October 1 of each year during the term of this Agreement, as well as a final report upon completion of the Project. Each report shall include (1) a brief scope of work, including any changes authorized to the original proposal; (2) an assessment of project progress and photographs of any physical work completed; (3) an updated schedule for completion of the project and delivery of any required data, reports, plans, or other items required by this Agreement; and (4) a statement of funds expended and the status of any matching funds. In addition to the foregoing items, the final report shall include an assessment of the effectiveness of the Project in meeting the objectives presented in the Project proposal.

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

CONTRACTOR:

Sierra Valley Groundwater Management District, a political subdivision of the State of California, and a Groundwater Sustainability Agency

By: _____
Name: Don Wallace
Title: Chairman
Date signed:

PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT, a political subdivision of the State of California:

By: _____
Name: Greg Hagwood
Title: Chair, Governing Board
Date signed:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board of Directors
Date signed:

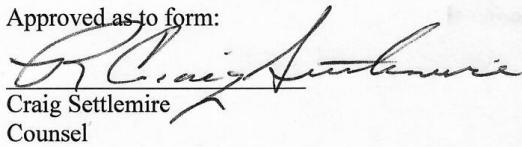
Approved as to form:

Craig Settemire
Counsel

EXHIBIT A

Scope of Work

The project will be conducted according to the following tasks:

Task 1: Administration and Management

The Sierra Valley Groundwater Management District will conduct administration and management tasks for this project in coordination with and in support of efforts by other applicable and affiliated Forum groups.

Deliverables for Task 1 monthly project status reports and invoices. The budget for Task 1 is \$30,000, and will cover this effort throughout the duration of the project.

Task 2: Stakeholder Outreach

An early task in this project will be to reach out to ranchers and property owners in the project area to describe the project and its benefits to agriculture and groundwater resources. This will be done through direct communication with the property owners and will build on existing relationships established through previous work. In addition, with the goal of building additional stakeholder support, the project will be publicized using the SVGMD and County website and a presentation at the SVGMD Board meeting. The proposed project has been previously discussed at Board meetings and is described in the GSP and other publicly available technical reports developed for SVGMD.

Following up on initial outreach, in coordination with the FCWCD and the Forum, the SVGMD will host a meeting with ranchers to establish willingness to participate in a synergistic recharge/irrigation efficiency project. This more focused outreach will be to ranchers in the vicinity of the proposed recharge areas, focusing on the Little Last Chance Creek Recharge Area. The initial meeting will involve sharing information on the proposed recharge sites, as well as discussing design feasibility and the proposed approach to both recharge and irrigation efficiency implementation projects. During the meeting, the SVGMD will describe the mutual economic benefits to both ranchers and Plumas County, as well as seek feedback on components to consider prior to implementation. Ranchers interested in participation will be contacted for a follow-up meeting about project participation in ranch assessments.

After the first year of project implementation, a follow-up workshop for participating ranchers will be held by the SVGMD to share preliminary results and progress of the project, as well as collect feedback and consider next steps for implementation.

At the end of the project period, a final workshop will be held to present results to stakeholders, discuss overall benefits, and discuss possible future projects across the Sierra Valley.

Deliverables for Task 2 will include reports drafted and made publicly available on the County Website after each meeting, for a total of three reports, to summarize the status of the project. The reports will incorporate feedback and suggestions from ranchers and the general public on project implementation. Additionally, a final memo will be drafted at the end of the project to describe the effectiveness of outreach efforts in enhancing the project goals and implementation.

This final memo will also include copies of all farm assessments conducted across the project region.

The budget for Task 2 is \$50,000 and will span the full period of project implementation.

Task 3: Farm Assessments

Funds will be provided to the UC Cooperative Extension to conduct farm audits for farmers that express interest in participation in this project during the original stakeholder outreach meetings described in Task 2. Each farm audit will entail monitoring and will provide a detailed report for the corresponding farm on ways to improve irrigation efficiency in the future.

Deliverables for Task 3 will be a compilation of all farm audits that will be included in Task 2. The budget for Task 3 is \$60,000.

Task 4: Preliminary Design and Permitting of Managed Aquifer Recharge (MAR) Project

During the first stage of Task 4, the MAR component of this project will require landownership discussions and both access and utilization agreements for stream gages, water conveyance routes, infiltration sites, monitoring well sites, water rights assessment, and legal descriptions. Two stream gages will be installed and will require routine maintenance and operational review throughout the project period. Identifying potential infiltration facilities will require updated hydrogeologic characterizations via numerical flow models, area-specific geophysics, phase I borings to confirm lithologies at prospective locations, and refinement of the numerical flow models to complete a mounding assessment and to assess the efficacy of the proposed work. The next phase of site assessment will require geotechnical investigations, including upper soil profiles for proposed sites, phase 2 borings to the water table to characterize unsaturated zone soils at planned infiltration sites, and small basin flooded infiltration test measurements at planned bottom depths of infiltration basins, galleries or dry wells. Once geotechnical investigations are complete, the Precipitation Runoff Modelling System (PRMS) model will be updated based on preliminary stream gauge data, and 1-yr, 10-yr and 100-yr runoff event flows will be determined. Preliminary design of the MAR infiltration system will be developed sufficient to advance water rights application and CEQA for the project implementation.

The water rights applications will comprise the final phase of Task 4. Initially the SVGMD will pursue a diversion permit through the State Water Board's Streamlined Processing for Standard Groundwater Recharge Rights. This type of permit allows for diversion of streamflow to recharge points between December 1st and March 31st, when flows in the waterbody reach or exceed thresholds that trigger flood controls actions, and when streamflow is above the 90th percentile. Diversions with this permit are limited to 20% of total streamflow, and therefore are not expected to adversely impact fish and wildlife. The SVGMD has completed step one of the streamlined permitting process by confirming eligibility of the project. The next step involves completing an application that describes the project's source, place of use, purpose, point(s) of diversion and quantity of water to be diverted. Upon acceptance of the application (decisions are expected within 30 days of submission), the permit must be environmental reviewed under CEQA and the State Water Board must determine whether both unappropriated water is available for the project and whether the permit is in the public interest. This process involves a short processing period, thereby allowing the SVGMD to begin the diversion and recharge process as soon as possible.

Once Streamlined Recharge Rights are acquired, the SVGMD will proceed to apply for a 180-Day Temporary Diversion Permit. This process will involve similar steps of environmental review relative to the Standard Streamlined Permit application. The SVGMD will seek input from the Division of Water Rights for consultation on the application prior to submission.

Deliverables for Task 4 will be a report of both MAR design and permitting progress for water diversions and recharge as well as results of numerical model scenarios. The budget for Task 4 is \$380,000.

STATUS OF PROJECT PLANNING

As described below, permits will be obtained, if needed, as part of the recharge project development **Task 4**

- a. NEPA / CEQA complete – CEQA/NEPA has not been completed. It is expected that a CEQA Notice of Exemption (NOE) will be filed. NEPA is not expected to be needed.
- b. Estimated date of completion - Notice of Exemption (NOE) expected within 6 months of project initiation.
- c. NMFS ESA consultation - This project is not expected to have adverse effects on wildlife but the need for consultations with NMFS will be determined and conducted as needed
- d. USFWS ESA consultation - This project is not expected to have adverse effects on wildlife but the need for consultations with USFWS will be determined and conducted as needed
- e. RWQCB/CDFG Permits - A Streamlined or Temporary water right permits to divert water from Little Last Chance Creek for groundwater recharge will be obtained from the State Water Board. In addition, SVGMD will serve as the CEQA lead agency and will work with Sierra County and the State Water Board as needed to issue the CEQA Notice of Exemption (NOE) needed for the temporary water rights permit.
- f. RWQCB/COE 401/404 Fill/Removal Permit Obtained - The need for permits associated with construction (i.e., 401/404 permit) will be determined during project design.
- g. SHPO Concurrence Received - SHPO concurrence has not been obtained but the need for this will be determined during project development.
- h. Project Designs Completed - Project design will be completed as part of Tasks 5 and 6
- i. FEMA/National Flood Insurance Program (NFIP) Compliance - FEMA compliance is not expected to be needed.
- j. Local/Regional Permits and Regulatory Compliance - The need for local/regional permits and regulatory compliance will be determined during project development. Permits from the Plumas County Environmental Health Department may be required.

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Task 5: Construction of MAR Facilities at Little Last Chance Creek

Facilities required for the MAR Project will be constructed, including diversion works, conveyance systems, and infiltrations facilities. Part of this construction will require diversion gaging and water table and vadose zone monitoring at infiltration facilities. Subtasks for Task 5 include completion of the engineering design, securing necessary construction permits, bidding the project to select a contractor, construction with inspection services, and start-up testing and documentation of constructed facilities.

Deliverables for Task 5 include a memo detailing all costs and progress incurred during construction and will include initial monitoring data at infiltration facilities. The budget for Task 5 is \$470,000.

Task 6: MAR Performance and Monitoring

Monitoring of MAR performance will be conducted across two-years, until the end of the grant period. Performance evaluation will include bi-weekly monitoring during the diversion period, likely spanning approximately 4 months from December 1st through March 31st. Monitoring will also include regular quarterly reporting. Task 6 will also require standard minor basin and infrastructure maintenance each year. Groundwater level monitoring will be conducted separately as part of the GSP Monitoring Program.

Monitoring will be optimized to assess the effect of recharge on groundwater retention and storage in the aquifer, as well as the effect of irrigation efficiency on improving upland vegetation management. For the recharge component of this project, initial monitoring will be required during construction of recharge facilities, and will include diversion gaging, as well as water table and vadose zone monitoring at infiltration facilities. Monitoring during implementation of the recharge project will occur at stream gauges both upstream and downstream of the proposed diversion points throughout the study period, and enhanced monitoring will be conducted on a bi-weekly basis during the permitted diversion interval from December 1st through March 31st. Groundwater table elevations will be measured at 2-3 groundwater monitoring sites and all monitoring results for the recharge component of this project will be reported on a quarterly basis.

Deliverables for Task 6 will include a summary of the regular (bi-weekly) monitoring reports. The budget for Task 6 is \$60,000.

Task 7: Irrigation Efficiency Demonstration, LEPA & LESA Conversions

As the first step in the irrigation efficiency component of this project, Task 7 will involve the conversion of conventional MESA systems to LEPA systems and LESA equipment with the flexibility of including multiple options, as described below.

First, collaboration with willing ranchers and 2 volunteer farmers on 2 center pivot fields and 1 additional baseline fields to convert 1 conventional MESA systems to LEPA systems, which release a reduced volume of water closer to crop level in an effort to reduce water loss from evaporation and wind drift and reduce overall energy and pumping required for irrigation. LEPA implementation will require the installation of 5 flow meters at pivot heads and 5 soil moisture systems, to evaluate both pivot water use and soil moisture before and after system conversion.

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In addition to the LEPA demonstration, this project will also convert 2 additional center pivots from the MESA systems to LESA equipment, in order to assess the efficiency of LESA in improving agricultural irrigation relative to one baseline field. LESA applies water more uniformly than LEPA (Peters et al., 2016)¹, and may have different benefits or drawbacks that will be assessed for the northeast region of the Sierra Valley. LESA demonstration will require 1 to 2 volunteer farms, and installation of 2 LESA systems, 3 flow meters and 3 soil moisture systems.

Monitoring will involve flow meter monitoring at pivot heads, and monitoring of soil moisture before and after system conversion using soil moisture systems. Combined, flow meters will provide information on water use during the study interval, and soil moisture monitoring will allow for comparison of moisture content and retention using LEPA and LESA systems relative to conventional MESA systems.

Deliverables for Task 7 will include a compilation of monitoring data, before and after LEPA and LESA conversions, for the annual irrigation report detailed in Task 2. The budget for Task 7 is \$170,000, based on the cost for 1 LEPA conversions and 1 LESA conversion.

¹ Peters, T., Neibling, H., Stroh, R., Molaei, B., and Mehanna, H., 2016, Low Energy Precision Application (LEPA) and Low Elevation Spray Application (LESA) Trials in the Pacific Northwest, p. 3.
<http://irrigation.wsu.edu/Content/Fact-Sheets/LEPA-LESA.pdf>

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EXHIBIT B

Fee Schedule

Task	Equipment Budget Estimate	Professional Services Budget Estimate	Budgeted Estimated Cost	Estimated Schedule
Task 1 – Administration and Management	--	\$30,000	\$30,000	Ongoing
Task 2 – Stakeholder Outreach	--	\$50,000	\$50,000	Ongoing
Task 3 – Farm Assessments	\$40,000	\$20,000	\$60,000	2024
Task 4 – Preliminary Design and Permitting of MAR Project	\$100,000	\$280,000	\$380,000	2024-2025
Task 5 – Construction of MAR Facilities at Little Last Chance Creek	\$350,000	\$120,000	\$470,000	2025
Task 6 – MAR Performance and Monitoring	\$10,000	\$50,000	\$60,000	2025-2026
Task 7 – Irrigation Efficiency Demonstration, LEPA & LESA Conversions	\$120,000	\$50,000	\$170,000	2024
TOTAL	\$620,000	\$600,000	\$1,220,000	2024-2026

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**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: January 9, 2024
SUBJECT: Probation

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: January 9, 2024

SUBJECT: Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation and Plumas County Library to facilitate a 2.5 hour Truancy Intervention Class based on the Parent Project Program; effective upon final signature and renewed annually without further action; not to exceed \$4,000.00 per year; (No General Fund Impact) state juvenile grant funds; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation and Plumas County Library to facilitate a 2.5 hour Truancy Intervention Class based on the Parent Project Program.

Background and Discussion:

The Plumas County Probation Department and the Plumas County Library Department are looking to enter into an MOU in order to collaborate on a Truancy Intervention Class. The Library will facilitate a 2.5 hour parenting class, utilizing the Parent Project program, to be held in the Library's Quincy branch. Probation will be paying the hourly wage for staff during instructional and prep hours, not to exceed four (4) hours per month or a total of forty-eight (48) hours a year for the year.

Action:

It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign the MOU between Probation and the Plumas Library to facilitate the 2.5 hour Truancy Class.

Fiscal Impact:

No general fund impact. The truancy program will be paid out of state juvenile grant funds; not to exceed \$4,000.00 per year.

Attachments:

1. MOU - 2.5h Truancy Class FY23.24 BOS SIG REQ

MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY LIBRARY
AND
PLUMAS COUNTY PROBATION

This Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Library Department (hereinafter referred to as LIBRARY) and Plumas County Probation Department (hereinafter referred to as PROBATION).

WHEREAS, LIBRARY operates Adult Literacy Programs. As such, LIBRARY agrees to facilitate a 2.5 hour Truancy Intervention Class utilizing the Parent Project's Program. LIBRARY agrees to facilitate class as part of PROBATION's Juvenile Justice Plan. Location to be the Plumas County Library's Quincy Branch.

WHEREAS, PROBATION, in collaboration with Plumas Unified School District (PUSD) and the Plumas County School Attendance Review Board (SARB) provides learners. Probation staff may be present at select classes.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. Responsibilities of the Library

1. LIBRARY Literacy Program to facilitate a 2.5 hour Truancy Intervention Class based on the Parent Project's curriculum as part of PROBATION's Juvenile Justice Plan.
2. Staff will keep track of hours and report them to Probation for invoice purposes.

B. Responsibilities of Probation

1. PROBATION, in collaboration with PUSD and SARB, will provide the individuals for the program.

C. Location

1. Class to be given once per month during the PUSD Regular School year at a date and time to be determined.
2. Location to be Plumas County Library's Quincy Branch

D. Mutual Responsibilities

1. PROBATION and LIBRARY have permission to promote this collaboration on social media and website platforms, as well as in newspapers.
2. Each party shall defend, indemnify, hold the other party, its officers, employees and agents harmless from any and all liability, loss, or expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, volunteers, or employees.

D. Compensation

Probation will pay the hourly wage for staff for instructional and prep hours, not to exceed four (4) hours per month or a total of forty-eight (48) hours a year for the year. The wage will be based on the current wage for Literacy Program Assistants and may be subject to increases in the year per HR pay changes for that classification.

Additionally, Probation will pay up to fifteen hours for staff training time (whether it is Literacy Staff to Literacy Staff, out of county training, or Probation to Literacy Staff training.) and up to Ten (10) hours additional for curriculum preparation.

Total amount of compensation not to exceed \$4,000.00 per year.

Any and all changes to be agreed upon by both parties mutually and in writing.

E. Effective Date.

This agreement is effective upon final signature and is renewable annually without further action. Prior agreements are null and void effective with the execution of this agreement as evidenced by the signatures below. Each party may terminate this agreement by providing a 30-day written notice. The parties agree to periodically review the terms prescribed in this agreement to assure that it remains consistent with each parties' policies, practices, and regulations. Any modification will occur upon mutual review, by mutual consent and will be executed in writing upon agreement.

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

_____ day of _____.

Sharon McKay

Sharon McKay
Interim County Librarian
Date Signed: 12-14-23



Name: Keevin Allred
Title: Chief Probation Officer,
Date Signed: 12/13/23

Name: Greg Hagwood
Title: Board of Supervisors-Chair
Date Signed:

Attest:

Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date Signed:

Approved as to form:



✓-2

Joshua Brechtel
Deputy County Counsel



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: January 9, 2024

SUBJECT: **Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation and Plumas County Library to provide tutoring services as a part of Probation's Juvenile Justice Plan Afterschool pilot program; effective upon final signature and renewable annually without further action; not to exceed \$4,900.00; (No General Fund Impact) state juvenile grant funds; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation and Plumas County Library to provide tutoring services as a part of Probation's Juvenile Justice Plan Afterschool pilot program.

Background and Discussion:

Plumas County Probation and the Plumas County Library are seeking to enter into an MOU in which the Library will provide afterschool tutoring services, as part of Probation's Juvenile Justice Plan Afterschool pilot program.

Probation will pay the hourly wage for staff for instructional and prep hours, not to exceed one (1) hour per week or a total of fifty-two (52) hours a year for the pilot year.

Action:

Is it respectfully requested that the Board approve and authorize the Chair to sign the Memorandum of Understanding between Plumas County Probation and Plumas County Library to provide tutoring services.

Fiscal Impact:

No General Fund Impact. Expenses will be paid out of state juvenile grant funds, not to exceed \$4,900.00 per year.

Attachments:

1. MOU - Afterschool Pilot FY23.24 BOS SIG REQ

MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY LIBRARY
AND
PLUMAS COUNTY PROBATION

This Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Library Department (hereinafter referred to as LIBRARY) and Plumas County Probation Department (hereinafter referred to as PROBATION).

WHEREAS, LIBRARY provides tutoring services for juveniles. As such, Library agrees to provide tutoring services as part of PROBATION's Juvenile Justice Plan Afterschool pilot program.

WHEREAS, PROBATION, in collaboration with Plumas Unified School District (PUSD), provides learners. Initial location for the pilot program/FY23-24 to be Quincy High School as agreed upon by PROBATION and PUSD with other locations possible in the future as mutually agreed upon by LIBRARY AND PROBATION. Probation staff to be present as part of the program.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. Responsibilities of the Library

1. LIBRARY Literacy Program to provide tutoring services as part of PROBATION's Juvenile Afterschool Program. This includes but is not limited to subject specific tutoring. Other tutoring and general support, such as journaling is possible if PROBATION and LIBRARY mutually agree upon a need for an individual.
2. Staff will keep track of hours and report them to Probation for invoice purposes.

B. Responsibilities of Probation

1. PROBATION, in collaboration with PUSD, will provide the location for the programs.
2. PROBATION, in collaboration with PUSD, will provide the individuals for the program.

C. Mutual Responsibilities

1. PROBATION and LIBRARY have permission to promote this collaboration on social media and website platforms, as well as in newspapers.

2. Each party shall defend, indemnify, hold the other party, its officers, employees and agents harmless from any and all liability, loss, or expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, volunteers, or employees.

D. Compensation

Probation will pay the hourly wage for staff for instructional and prep hours, not to exceed one hour per week or a total of 52 hours a year for the pilot year Any and all changes to be agreed upon by both parties mutually and in writing. The wage will be based on the current wage for Literacy Program Assistants and may be subject to increases in the year per HR pay changes for that classification. Additionally, Probation will pay up to fifteen hours for staff training time (whether it is Literacy Staff to Literacy Staff, out of county training, or Probation to Literacy Staff training.)

Total amount of compensation not to exceed \$4,900.00 per year.

E. Effective Date.

This agreement is effective upon final signature and is renewable annually without further action. Prior agreements are null and void effective with the execution of this agreement as evidenced by the signatures below. Each party may terminate this agreement by providing a 30-day written notice. The parties agree to periodically review the terms prescribed in this agreement to assure that it remains consistent with each parties' policies, practices, and regulations. Any modification will occur upon mutual review, by mutual consent and will be executed in writing upon agreement.

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

____ day of _____.


Sharon McKay
Interim County Librarian
Date Signed: 12-14-23



Name: Keevin Allred
Title: Chief Probation Officer,
Date Signed: 12/13/23

Name: Greg Hagwood
Title: Board of Supervisors-Chair
Date Signed:

Attest:

Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date Signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: January 9, 2024

SUBJECT: Approve and authorize two FTE Probation staff employees (#100983, #100922) to switch to a four-ten workweek schedule pursuant to section 8.05 of the Plumas County Personnel Rules and 3.08 of Probation Unit's MOU; Effective January 14, 2024; discussion and possible action.

Recommendation:

Approve and authorize two FTE Probation Staff to switch to a four-ten workweek schedule pursuant to section 8.05 of the Plumas County Personnel Rules and 3.08 of Probation Unit's MOU; Effective January 14th, 2024.

Background and Discussion:

Two FTE Probation Staff are requested to switch to a four-ten work schedule, effective January 14, 2024, in order to maintain 40-hour work weeks. This request has been granted by the Department Head and is being submitted to the Board of Supervisors for approval.

The ID numbers for employees requesting the change are listed below:

Employee #100983
Employee #100922

If authorized, these employee ID numbers will be provided to the Auditor and Human Resources departments.

Action:

It is requested that the Board approve and authorize the two FTE Probation Staff to switch to a four-ten workweek schedule, effective January 14, 2024, permitted by section 8.05 of the Plumas County Personnel Rules and 3.08 of Probation Unit's MOU.

Fiscal Impact:

No Fiscal Impact.

Attachments:

None



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: January 9, 2024
SUBJECT: Facility Services

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: January 9, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Brandley Engineering, Inc for airport consulting services; effective November 1, 2023; There is no GF impact as the Airports are a commercial enterprise of Plumas County and supported by their own revenue; this is the master agreement that will be referenced for all future supplemental service agreements; not approved by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Brandley Engineering, Inc for airport consulting services; effective November 1, 2023.

Background and Discussion:

Plumas County has been contracting with Brandley Engineering, Inc. (formerly known as Reinard W. Brandley) as Airport Consultants since 2008. This past summer, Facility Services underwent the RFQ process to procure bids for airport consultation services according to FAA protocol, policy, and procedure and Brandley Engineering, Inc. was awarded the contract. This contract before the Board is basically the same contract as the previous Board-approved contract from 2018. County Counsel is declining to Approve this contract as to Form due to changes in the Indemnification Clause from the previous 2018 contract. To clarify, the Indemnification Clause in this contract would require the County to bear any costs of litigation and then be reimbursed by the company following the conclusion of any suit. It would not change the ultimate outcome in terms of who would get any settlement in a lawsuit, but it would require the County to be involved even if the determination of the suit was 100% of the consultant's fault.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Brandley Engineering, Inc for airport consulting services; effective November 1, 2023.

Fiscal Impact:

No GF impact.

Attachments:

1. Brandley Engineering, Inc. Consulting Contract

SPECIAL SERVICES AGREEMENT
(CONSULTING AIRPORT ENGINEER)

THIS AGREEMENT, made and entered into this 1st day of November, 2023, by and between PLUMAS COUNTY, a political subdivision of the State of California (hereinafter "County"), and BRANDLEY ENGINEERING, INC. (hereinafter "Engineer"):

WITNESSETH

WHEREAS, County is engaged or is about to engage in a number of improvements at the Rogers Field, Chester; Gansner Field, Quincy; and Nervino Airport Beckwouth, which will require engineering and planning services, including planning studies, topographic surveys, soils studies, pavement evaluation studies, drainage studies, environmental studies, engineering design, and construction supervision; and Engineer represents that Engineer possesses the unique, expert and professional qualifications and expertise to provide such engineering services, and

WHEREAS, the parties are unable to define at this time the precise scope of all services which will be required of Engineer, this Agreement shall include the general provisions for contractual agreement between County and Engineer. Supplemental Services Agreements between County and Engineer shall be executed in writing for each phase of work which will be accomplished prior to the commencement of services under said Supplemental Services Agreements. The general conditions of this Special Services Agreement shall apply to each Supplemental Services Agreement hereinafter executed, and

WHEREAS, Engineer has submitted qualifications to County to accomplish this work and further proposes to complete same generally as proposed by the County.

NOW, THEREFORE, for and in consideration of their mutual promises and subject to the terms, provisions and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE I. ENGINEER'S SERVICES

County hereby retains Engineer as an independent contractor, and Engineer, to the satisfaction of County and Federal Aviation Administration, shall perform all necessary services to accomplish the work desired in connection with the planning, environmental studies, engineering design, and construction management at the Plumas County Airports of projects such as strengthening or constructing runways, taxiways, aprons, and roads; and construction of drainage systems, airfield lighting and signing systems, and hangars and maintenance buildings. Reference is hereby made to the spirit and intent of the County's Request for Statement of Qualifications, and the Engineer's response, as general guidelines for the performance of said services. Only those projects being designated in Supplemental Services Agreements shall be subject to the terms of this Special Services Agreement.

ARTICLE II. DUTIES OF ENGINEER

A. ENGINEER shall undertake the work covered by this Agreement and supplements thereto at such time as he is authorized to do so by County and shall diligently prosecute each project to completion at the predetermined progress schedule established by the parties for each project. No work shall be undertaken by Engineer under this Agreement or supplement until Engineer is specifically authorized in writing by County's authorized representative, who is the Director of Facilities and Airports.

B. Engineer's services hereunder shall include but not necessarily be limited to:

1. Planning studies
2. Topographic surveys
3. Soil tests and pavement evaluation studies
4. Preparation of applications for State and Federal aid
5. Environmental studies

6. Special engineering studies, including drainage, structural, paving, etc.
7. Preliminary engineering studies, designs and cost estimates
8. Engineering design, including complete construction plans and specifications, as-built plans, and final engineer's reports
9. Periodic engineering inspection and surveillance of project required during construction
10. Resident engineering, testing and inspection during construction
11. All engineering, planning, and environmental consultation required by County.

C. ENGINEER shall perform all Master Plan and/or Environmental Studies in conformance with Federal, State and County requirements. All studies shall be coordinated with appropriate local, State and Federal agencies. Engineer shall prepare for and make all required presentations at specified public hearings pertaining to the Plan.

D. Engineering drawings shall be made on standard-sized sheets subject to the approval of County. All original drawings shall remain the property of the Engineer; however, PDF copies of each drawing shall be provided by Engineer to County at no cost to County. All drawings will be prepared on AutoCad and all specifications and reports will be prepared on Microsoft Word. Electronic files will be provided by Engineer at no cost to County.

E. ENGINEER shall furnish complete plans, specifications, and reports for all work covered by this Agreement and supplements thereto in typewritten form. With the plans and specifications for each project, Engineer shall prepare and submit to County the estimate of the construction quantities and cost of the respective project together with a detailed Engineer's Report that clearly identifies all design features.

F. ENGINEER shall provide consultation and advice to County during the bidding, and to County and contractors to whom construction contracts are awarded during the construction of

each project, and shall check all submittals and working drawings prepared and used by contractors on such projects.

G. ENGINEER shall coordinate all of his activities on behalf of County hereunder with County's duly authorized representative and shall be available when required for consultation and review during the construction of each project.

H. ENGINEER shall prepare all change orders and supplemental agreements as required for each project.

I. ENGINEER shall provide to County final record drawings and a final engineer's report after the construction of each respective project.

J. All work and services provided by Engineer under this Agreement and supplements thereto shall be done to the complete satisfaction of County and of representatives of Federal or State agencies involved.

ARTICLE III. DUTIES OF COUNTY

A. County shall provide all pertinent existing County data concerning the Plumas County Airports.

B. Whenever any item of service set forth in Article I hereof is completed by Engineer and submitted to County for approval, County shall review the item and, if satisfactory, shall approve the same. If unsatisfactory, County shall inform Engineer in writing of the changes or revisions necessary to acquire County's approval.

C. County shall obtain all necessary rights of entry to enable Engineer to enter upon public and private property, if required, in the performance of its services under this agreement.

D. County shall provide space on the airport property for a temporary field laboratory during the construction inspection of any airport project that is inspected and tested by the Engineer.

ARTICLE IV. MISCELLANEOUS PROVISIONS

A. It is understood and agreed by and between the parties hereto that Engineer, in the performance of this agreement, shall act as and be an independent contractor and not an employee of County.

B. County may, from time to time, request changes in the scope of work of Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, which are mutually agreed upon by and between County and Engineer, shall be incorporated in written amendments to this agreement.

C. Engineer represents that he/she has or will secure at his/her expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with County.

All of the services required hereunder will be performed by Engineer or under their supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. Only those personnel specified in Engineer's response may be utilized for the work without the express written consent of County.

D. Engineer shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of County thereto, provided, however, that claims for money due to or to become due Engineer from County under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to County.

E. Approval of Consultants

The County shall have the right to approve any engineering consultants retained by Engineer in connection with the performance of Engineer's services and duties under this agreement, and such consultants must be approved by the Director of Facilities and Airports before they are

retained by the Engineer. It is understood and agreed by and between the parties hereto that such right of approval shall in no way lessen, limit or otherwise affect the duties or obligations of Engineer hereunder or the services to be performed by Engineer hereunder.

Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this agreement.

F. Audit of Engineer's Records

The books, papers, records of Engineer and structural, mechanical and electrical engineers or any other consultants retained by Engineer, insofar as they relate to charges for services, or are in any way connected with the work herein contemplated, shall be open at all reasonable times to inspection and audit by the agents and authorized representatives of County.

Said records shall be retained for a minimum of three (3) years after completion of services.

G. Written Notice

All reports and documents which are required to be furnished to County by Engineer and any other writing Engineer desires to give to County shall be delivered to the Director of Facilities and Airports in person or by depositing them in the United States mail, postage prepaid, addressed to:

FACILITIES SERVICES AND AIRPORTS
PLUMAS COUNTY
198 ANDY'S WAY
QUINCY, CALIFORNIA 95971

Any notices or other writings which County desires or is required to give or furnish to Engineer under this agreement may be delivered by delivering same to Engineer in person or by depositing same in the United States mail, postage prepaid, addressed to:

R. DAMON BRANDLEY, P.E.
BRANDLEY ENGINEERING, INC.
6125 KING ROAD, SUITE 201
LOOMIS, CALIFORNIA 95650

The effective date of such written notice shall be the date of personal delivery of such notice or the date of deposit of the same in the United States mail. The address to which any notice or other writings may be delivered may be changed upon written notice by such party as above provided.

H. Ownership of Documents

All documents prepared by Engineer are required to be furnished to County, and shall be the property of County. Engineer reserves right to maintain copy of said documents for his file. Subject to the California Public Records Act, all of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential, and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the County. Engineer will maintain security and confidentiality of all reports, information, data, drawings, etc.

All documents prepared by Engineer pursuant to this agreement are instruments of service in respect to the project. Except for as-built drawings, they are not intended or represented to be suitable for reuse by County or others. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at County's sole risk and County will hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Except for as-built drawings, any such verification or adoption will entitle Engineer to further compensation at rates to be agreed upon in writing by County and Engineer.

I. Indemnification of County

Engineer is skilled in the professional calling necessary to the services and duties agreed to be performed by Engineer, and County relies upon the skills and knowledge of Engineer. Engineer shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of Engineer's caliber in the State of California. Engineer agrees to indemnify County, its officers and employees against any and all claims, damages or liability arising out of or resulting in any way from the work performed under this agreement to the extent of the result of negligence, error or omission by Engineer, its officers, agents or employees and acceptance of said service and duties by County shall not operate as a waiver of such right of indemnification. Per California Civil Code Section 2782.8, the Engineer has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds the Engineer's finally determined percentage of liability based upon the comparative fault of the Engineer.

J. Insurance

1. Engineer 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 Engineer, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Engineer'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. Engineer'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 Engineer'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 Engineer 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, Engineer 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. Engineer shall require all sub-consultants to comply with all indemnification and insurance requirements of this agreement, and Engineer shall verify sub-consultant's compliance.

K. Engineer shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments and Engineer shall save County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this agreement due to Engineer's negligence.

L. Conflict of Interest

Engineer and Engineer's agents, employees or subcontractors shall at all times and in all actions taken in performance of this contract adhere to the standard of California law.

M. Hazardous Materials and Waste/Soil Borings

In the event this agreement directly or indirectly involves the study or handling of hazardous or potentially hazardous material or waste, the clauses set forth in Appendix A are applicable.

N. County shall have the right to assign specific projects at the Plumas County Airports to other planners, architects, or engineers without affecting the terms of this Agreement.

O. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon County and Engineer, respectively, and their successors, assigns, and legal representatives. Neither County nor Engineer shall have the right to assign, transfer or sublet its interest or obligation hereunder without written consent of the other party.

P. In the event of any litigation to enforce the provisions of this AGREEMENT, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees as fixed by the court. Any litigation to enforce or interpret the provisions of this AGREEMENT or the parties' rights and liabilities arising out of this AGREEMENT or the performance hereunder shall be maintained only in the courts in the County of Placer or Plumas, California.

Q. The term of this agreement shall be from November 1, 2023 through October 31, 2028, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Engineer from November 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

ARTICLE V. ENGINEER'S FEE

ENGINEER shall be compensated for engineering services rendered hereunder as provided in each Supplemental Services Agreement hereinafter executed.

ARTICLE VI. PAYMENT OF FEES

As full payment for all work and services to be provided by Engineer hereunder, County shall make payments to Engineer at the times and in accordance with the rates and procedures set forth

in each supplemental agreement. Engineer shall submit to County an itemized statement of work completed during the preceding month. The amount due under such statements shall be due and payable within 45 days after its submission if County finds the bills correct and if the services described therein have been performed pursuant to the terms of this agreement.

ARTICLE VII. CANCELLATION OF AGREEMENT OR SUSPENSION OF WORK

County may cancel this agreement at any time, upon seven (7) days written notice to Engineer, and Engineer agrees to cease all work under this agreement not later than the effective date of such notice.

In the event of cancellation of this agreement by County, Engineer shall receive full compensation for all services and duties performed by Engineer, and for all costs incurred in connection therewith, not later than 45 days after date of cancellation a sum of money to be determined as follows:

A. Engineer shall be entitled to retain any payments which may have been made to Engineer prior to said cancellation.

B. For work on items of service on which a proceed order has been issued by County but which has not been fully completed and approved for which payment is not yet due, Engineer will be paid, provided the work rendered is to County's satisfaction and is approved by County, an amount of money equal to the time and material expended for such service under the current Engineer's fee schedule for such compensation so long as such payment does not result in exceeding the maximum compensation under the associated Supplemental Services Agreement.

C. Remedies. In the event Engineer breaches any provision of the Agreement as amended and fails to commence and diligently pursue to completion the cure of such breach within ten (10) days following written notice from County, County shall have the right to suspend the Agreement pending the cure or other resolution of such breach, or to terminate the Agreement, or to pursue all other rights or remedies available by law, including but not limited to an action for damages

for breach of contract. The damages for which consultant shall be liable shall include the reasonable costs incurred by County to complete the project to the extent such costs exceed the amount payable to Engineer under the Agreement. The exercise of any remedy provided in the Agreement shall not be a waiver of any consistent remedy provided by law and the provision in the Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

The Engineer will, upon cancellation of this agreement pursuant to this Article, submit to County any of the work completed or partially completed as specified in this agreement.

ARTICLE VIII. AFFIRMATIVE ACTION

In the event the scope of work contemplated in this agreement is subject to the requirements of the President's Executive Order 11246 (or any amendment thereto or any executive order superseding said Order) and the rules and requirements promulgated pursuant to said Order, all of which shall be hereinafter referred to as "Executive Order", Engineer shall comply with such Executive Order. Engineer shall comply with the County's DBE goal for each project.

ARTICLE IX. FEDERAL CONTRACT PROVISIONS

The Federal Contract Provisions – Procurement and Contracting Under AIP - are attached in Appendix B and are made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first hereinabove set forth.

PLUMAS COUNTY, a political
subdivision of the State of California

By _____

Title _____

"COUNTY"

ATTEST:

By _____

Title _____

R. DAMON BRANDLEY, PRESIDENT,
BRANDLEY ENGINEERING, INC

"ENGINEER"

APPENDIX A. HAZARDOUS MATERIALS AND HAZARDOUS WASTE CLAUSES

1. No Certification

No report produced by Engineer pursuant to this agreement shall be interpreted as a certification that no hazardous materials, substances, wastes, or constituents are located on, under, or about the project property investigated.

2. Hazardous Substances or Conditions

Engineer has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or condition at the project site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. Nothing in this Agreement shall be interpreted as requiring Engineer to assume the status of a generator, treater, storer, transporter, or disposer of hazardous materials within the meaning of federal, state, or local law.

3. Soil Borings

The clauses listed below apply if Engineer is required to take soil borings.

A. County recognizes that the use of exploration and test equipment may unavoidably affect, alter, or damage the terrain and affect subsurface vegetation, buildings, structures, and equipment in, at, or upon the site. County hereby acknowledges that such facts are inherent to Engineer's work and will not hold Engineer liable or responsible for any such effect, alteration, or damage unless such effect, alteration, or damage is a direct result of the sole negligence of Engineer.

B. Engineer will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including but not limited to, pipes, tanks, telephone cables, etc.) that are not called to Engineer's attention in writing and correctly shown on the plans furnished by County in connection with work performed under this agreement unless such damage or injury is the direct result of the sole negligence of Engineer.

4. Indemnification

A. County agrees to defend, hold harmless, and indemnify Engineer from any claim, liability, or defense cost for injury or loss sustained by any party from exposures or other damages allegedly caused by Engineer's performances of services hereunder, except for injury or loss caused by Engineer's negligence or willful misconduct.

5. Test Samples

In the event that any test samples taken by Engineer in the performance of this agreement contain substances or constituents hazardous or detrimental to human health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Engineer will, after completion of testing and at County's expense, return such samples to County. County recognizes and agrees that Engineer is acting as a bailee and at no time does Engineer assume title of such samples.

6. Notification

County agrees to promptly notify Engineer of any hazardous substance and any special risk to human health, the environment, or equipment on the site of which County is, or becomes, aware.

7. No Duty to Report

By virtue of entering into this Agreement or providing services hereunder, Engineer does not assume control of or responsibility for reporting to any federal, state, or local public agencies any conditions at the site that present a potential danger to health, safety, or the environment.

8. Indemnification

In connection with hazardous substances and constituents, County agrees to the maximum extent permitted by law to defend, hold harmless, and indemnify Engineer from and against any and all claims and liabilities resulting from County's violation of any federal, state, or local statutes, regulations, or ordinances relating to the disposal of hazardous substances or constituents; County's undertaking of or arrangement for the handling, removal, treatment, storage, transportation, or disposal of hazardous substances or constituents found or identified at the site.



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 9, 2024

SUBJECT: Presentation - PG&E Hydro Projects in Plumas County; discussion only

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

No General Fund Impact.

Attachments:

1. PG&E Hydro Projects Presentation

BOARD AGENDA REQUEST FORM

Department: _____

Authorized Signature: _____

Board Meeting Date: January 9, 2024

Request for 30 minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: Yes No

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

A. Summary

PG&E will present an update on its hydro projects in Plumas County. The update includes an overview of PG&E's relicensing and implementation status, PG&E's dam safety program, and an overview of 2024 major work on hydro facilities.

Agenda

Overview of PG&E Hydro Projects in Plumas County
Relicensing and Implementation Update of FERC Projects
Overview of PG&E's Dam Safety Program
Overview of Major Hydro Projects in 2024
Q&A

B.

C.

Review by Necessary Departments:

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

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

Attached Documents:

Contracts/Agreements:

Three copies? (Y N)

Signed? (Y N)

Budget Transfers Sheets:

Signed? (Y N)

Other: _____

Publication:

Clerk to publish on _____.

Notice attached and e-mailed to Clerk.

Notice to be published _____ days prior to the hearing.

(if a specific newspaper is required, enter name here.)

Dept. published on _____ (Per Code § ____).

Copy of Affidavit Attached.

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

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes:

No:

Not Applicable:

If Not Applicable, please state reason why: _____

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

Friday, December 22, 2023

The Honorable Board of Supervisors,

At the request of the CAO to present at the January 9, 2024 Plumas County Board of Supervisors hearing, PG&E will present a 30 minute update (the time includes questions and answers) on its hydro projects in Plumas County. The update includes an overview of PG&E's relicensing and implementation status, PG&E's dam safety program, and an overview of 2024 major work on hydro facilities.

The detail included on the attached required agenda request form includes:

Summary

PG&E will present an update on its hydro projects in Plumas County. The update includes an overview of PG&E's relicensing and implementation status, PG&E's dam safety program, and an overview of 2024 major work on hydro facilities.

Agenda

- Overview of PG&E Hydro Projects in Plumas County
- Relicensing and Implementation Update of FERC Projects
- Overview of PG&E's Dam Safety Program
- Overview of Major Hydro Projects in 2024
- Q&A

Speakers

- Brenda Narayan (Government Relations Representative)
- Janet Walther (Sr. Manager Hydro Licensing & Compliance)
- Rob Riedlinger (Sr. Manager Hydro Generation)

Action: No action is requested for the 30-minute presentation, that includes questions and answers.

Please contact me at the below should you need further information or with any questions.

Respectfully,

Brenda Narayan

Brenda Narayan
Government and Public Affairs
Pacific Gas and Electric Company
530.351.5722 | brenda.narayan@pge.com



To sign up for daily mail alerts regarding PSPS potential, [click here](#).

You can read about PG&E's data privacy practices at PGE.com/privacy.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 9, 2024

SUBJECT: Review current 2024 Plumas County Boards & Commissions; discussion and possible action.

Recommendation:

Review current Plumas County Boards & Commissions

Background and Discussion:

Action:

Review current Plumas County Boards & Commissions

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Plumas County Boards & Commissions

Plumas County Boards and Commissions

Abandoned Vehicle Abatement Authority Board

Supervisor District 4 - Greg Hagwood
Supervisor District 2 - Kevin Goss

Airport Land Use Commission

Ron Matlock – (Chair) Plumas County Board of Supervisors Appointee Term Expires 2024

Audit Committee

Supervisor District 4 - Greg Hagwood
Supervisor District 1 – Dwight Ceresola

Behavioral Health Commission

Supervisor District 2 – Kevin Goss

Children & Families Commission (First 5)

Supervisor District 1 – Ceresola

California State Association of Countites (CSAC)

Supervisor District 2 – Kevin Goss
Supervisor District 3 – McGowan

Disaster Council

Board of Supervisors

Emergency Medical Care Committee

Supervisor District 2 – Kevin Goss
Supervisor District 3 – Thomas McGowan

Golden State Connect Authority

Supervisor District 2 – Kevin Goss
Supervisor District 3 – Thomas McGowan

Golden State Finance Authority

Supervisor District 2 – Kevin Goss
Supervisor District 3 – Thomas McGowan

Plumas County Boards and Commissions

Integrated Solid Waste Management Task Force

Supervisor District 5 – Engel

Juvenile Justice Coordinating Council

Supervisor District 4 – Hagwood

Local Agency Formation Commission (LAFCo)

Supervisor District 5 – Jeff Engel (alternate)

Supervisor District 2 – Kevin Goss

Supervisor District 3 – Thomas McGowan

Local Solid Waste Enforcement Appeals Board

Supervisor District 2 – Kevin Goss

NORCAL-EMS Board of Directors

Supervisor District 5 – Jeff Engel (alternate)

Supervisor District 2 – Kevin Goss

Northern Rural Training and Employment Consortium (NoRTEC) Board of Directors

Supervisor District 3 – Thomas McGowan

North Cal-Neva Resource Conservation and Development Council

Supervisor District 5 – Jeff Engel

Northern Sierra Air Quality Management District

Supervisor District 2 – Kevin Goss

Supervisor District 3 – Thomas McGowan

Plumas County Transportation Commission

Supervisor District 2 – Kevin Goss

Supervisor District 3 – Thomas McGowan

Supervisor District 4 – Greg Hagwood

Representing California's Rural Counties (RCRC)

Supervisor District 2 – Kevin Goss

Supervisor District 3 – Thomas McGowan



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 9, 2024

SUBJECT: Appoint Katherine Miller-Sturley to the Greenhorn Community Services District, as recommended; discussion and possible action.

Recommendation:

Background and Discussion:

Action:

Appoint Katherine Miller-Sturley to the Greenhorn Community Services District

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Miller-Sturley, Katherine Appt Ltr.

BOARD OF SUPERVISORS

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



January 9, 2024

Greenhorn Community Service District
2049 Red Bluff Circle
Quincy, CA 95971

Re: Appointment of one New Board Trustee to the Greenhorn Creek Community Service District

On January 9, 2024, the Plumas County Board of Supervisors appointed Katherine Miller-Sturley, to the Greenhorn Creek CSD.

I have included the Current Greenhorn Creek CSD Board Members and term expiration below.

<u>GREENHORN CREEK COMMUNITY SERVICE DISTRICT</u>	<u>TERM EXPIRES</u>
HERRIN, Rebecca	12/01/2025
HIGGINS, Amanda	12/01/2025
MILLER-STURLEY, Katherine	01/09/2026
Vacant	

The Plumas County Board of Supervisors would like to thank all of you for your commitment to serving our community as a member of this Board.

Sincerely,

Greg Hagwood, Chair
Board of Supervisors