



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
AUGUST 20, 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

C. US FOREST SERVICE

Report and update.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

E. 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.

F. 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. PROBATION

- 1) Approve and authorize Plumas County Probation to pay Plumas Rural Services a non-contract invoice in the amount of \$250.00 for Batterer's Intervention Weekly Sessions in June 2024, exceeding the FY23-24 contract NTE; No General Fund Impact, invoice will be paid out of 20409-SB678 Grant funding.
- 2) Approve and authorize Plumas County Probation to pay BI Inc. a non-contract invoice in the amount of \$3,520.40, exceeding the FY23-24 service agreement NTE by \$3,355.08; No General Fund impact, Invoice will be paid using various state-funded Probation grants.

B. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Tom's Snowmobile and Services; effective August 2, 2024; not to exceed \$9,999.99; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

C. FACILITY SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County (Facilities and Airports) and (CreteCraft Concrete Construction for ADA Upgrades at Gansner Park); effective (08/20/2024); not to exceed (\$26,216.00); (No General Fund Impact) (Prop 68 Funds); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County of Facility Services & Airports and Somapro Enterprises, Inc.; No General Fund impact as this contract is 100% supported by Airport funds; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Department of Facility Services & Airports and KJ's Cleaning Service for custodial services at the county's Chester facilities; effective October 1, 2024; 3-year contract not to exceed \$128,670.00; Contract directly impacts General Fund as approved in recommended FY24/25 budget 2012052 520404, 2079052 520404, 2075652 520404, 2084052 520404; approved as to form by County Counsel.
- 4) Approve and authorize Chair to sign an agreement between Plumas County Department of Facility Services & Airports and Frasure & Son Carpet Cleaning for facilities in Portola; effective October 1, 2024; 3-year contract not to exceed \$103,200; This contract will have direct impact on the General Fund as approved in recommended FY24/25 budget 2012052 520404, 2081052 520404; approved as to form by County Counsel.
- 5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Plumas County Glass to replace the side doors on Harbison St side of the Quincy Library with ADA doors; effective July 1, 2024; not to exceed \$9,898.91; (General Fund Impact) as approved in FY24/25 recommended budget 2012054 540110; approved as to form by County Counsel.

D. MUSEUM

- 1) Approve and authorize Museum to recruit and fill, funded and vacant Extra Help position; (General Fund Impact) as approved in FY 24/25 recommended budget.

3. DEPARTMENTAL MATTERS

A. LIBRARY - Dora Mitchell

- 1) Adopt **RESOLUTION** updating the established County office hours for Plumas County Library; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.
Roll call vote
- 2) Approve and authorize Plumas County Library/Literacy to recruit and fill, funded and allocated, vacant .475 FTE Literacy Program Assistant I; (No General Fund Impact) (funded by State Library CLLS grant included in FY24/25 Literacy budget; discussion and possible action.

B. PUBLIC WORKS/ROAD DEPARTMENT - Rob Thorman

- 1) (1) Adopt **RESOLUTION** Identifying Source of County Cash Contribution Funds Relating to SB 844 Adult Local Criminal Justice Facilities Construction Financing Program; approved as to form by County Counsel; discussion and possible action: **Roll Call Vote**

(2) Approve a \$100,000 loan from the General Fund Balance (58000) to the Capitol Improvement Jail Fund (48000) for related change orders; General Fund Impact; approved by Auditor-Controller; discussion and possible action; **Four/Fifths Roll Call Vote**

C. PLANNING - Tracey Ferguson

- 1) Approve and authorize the Planning Department to recruit and fill, funded and allocated, vacant 1.0 FTE Executive Assistant - Planning; General Fund Impact, as approved in FY24/25 recommended budget; discussion and possible action.

2) TREASURER-TAX COLLECTOR - Julie White

1.A.) Adopt **RESOLUTION** authorizing the execution and delivery of a Lease Agreement and related agreements with respect to the acquisition, financing and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; (General Fund Impact) as approved in FY24/25 recommend budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

1.B.) Approve and authorize Chair to sign an agreement between Plumas County and Public Property Financing Corporation of California for the lease of real property consisting of the Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy; effective August 20, 2024; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

2.A.) Adopt **RESOLUTION** authorizing the execution and delivery of an equipment lease/purchase agreement with respect to the acquisition, financing, and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

2.B.) Approve and authorize Chair to sign an agreement between Plumas County and Public Property Financing Corporation of California for the lease of real property consisting of the Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy; effective August 20, 2024; not to exceed; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

3.) Approve and authorize Chair to sign an agreement between Plumas County and Jones Hall, a Professional Law Corporation for Special Counsel Services in connection with General Fund Lease Financing for Energy-Efficiency Improvements; effective August 20, 2024; not to exceed \$60,000; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

4.) Approve and authorize Chair to sign an agreement between Plumas County and Webster Bank, National Association for equipment installed in connection with the energy savings improvements; effective August 20, 2024; not to exceed \$8,455,000; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

5. BOARD OF SUPERVISORS

A. Adopt **RESOLUTION** of the Plumas County Board of Supervisors Approving the Partnership Certification Agreement with the National Park Service regarding The Jim Beckwourth Cabin Museum; discussion and possible action. **Roll call vote**

B. APPOINTMENTS

- 1) Appoint Robert Robinette as the Plumas County Environmental Health Director; effective August 13, 2024, as recommended; and approve and authorize the Chair to sign employment agreement; 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

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- 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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, September 3, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: August 20, 2024

SUBJECT: Approve and authorize Plumas County Probation to pay Plumas Rural Services a non-contract invoice in the amount of \$250.00 for Batterer's Intervention Weekly Sessions in June 2024, exceeding the FY23-24 contract NTE; No General Fund Impact, invoice will be paid out of 20409-SB678 Grant funding.

Recommendation:

Approve and authorize Plumas County Probation to pay Plumas Rural Services a non-contract invoice in the amount of \$250.00 for Batterer's Intervention Weekly Sessions in June 2024.

Background and Discussion:

Plumas County Probation has partnered with Plumas Rural Services for several years in order to provide a comprehensive Domestic Violence Batterer's Intervention course for Probation clients. Probation has exceeded the Not to Exceed amount in the Fiscal Year 2023-2024 contract, and is requesting permission from the Board in order to pay the final invoice in the amount of \$250.00.

Action:

It is respectfully requested that the Chair approve and authorize the board to permit Plumas County Probation to remit payment to Plumas Rural Services for Invoice #22375-9005.

Fiscal Impact:

No General Fund Impact. This program is supported in it's entirety by 20409-SB678, a State-funded Probation Adult grant.

Attachments:

1. PRS - INV 22375-9005



PLUMAS RURAL SERVICES

Serving People, Strengthening Families, Building Communities

711 E. Main St.
Quincy CA 95971
www.plumasruralservices.org

530-283-2735
800-284-3340
FAX 283-3647

Invoice # 22375-9005

July 31, 2024

Probation Department
County of Plumas
270 County Hospital Road #128
Quincy, CA 95971

Attn: Amanda Meisenheimer/ Miguel Herrera

Batterer's Intervention Weekly Sessions:

Overage amount for out of contract payment -

Men's Night Class June 2024 4 Weeks @ \$150.00 per session = \$ 250.00

Total Amount Due: \$ 250.00

Debbie Shirk

7/31/2024

Debbie Shirk, Fiscal Officer

Date



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: August 20, 2024

SUBJECT: Approve and authorize Plumas County Probation to pay BI Inc. a non-contract invoice in the amount of \$3,520.40, exceeding the FY23-24 service agreement NTE by \$3,355.08; No General Fund impact, Invoice will be paid using various state-funded Probation grants.

Recommendation:

Approve and authorize Plumas County Probation to pay BI Inc. a non-contract invoice in the amount of \$3,520.40, exceeding the FY23-24 Services agreement NTE by \$3,355.08.

Background and Discussion:

Plumas County Probation has utilized BI Inc. to provide electronic monitoring services to Probation clients, as ordered by the court. This saw a significant increase in usage during the 2023-2024 Fiscal Year. The contracted amount was insufficient to cover the entirety of the expenses incurred during the effective period of 12 months. The final invoice of 23-24, INV# 1409362, dated June 30, 2024, is in the amount of \$3,520.40, which would exceed the contract NTE by \$3,355.08.

Action:

it is respectfully requested that the Chair approve and authorize Plumas County Probation to pay BI Inc. a non-contract invoice in the amount of \$3,520.40, exceeding the FY23-24 service agreement NTE by \$3,355.08.

Fiscal Impact:

No General Fund Impact. Electronic Monitoring service invoices are split between several state-funded probation grants.

Attachments:

1. BI - INV 1409362 Jun24 FY23.24



6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301
EM:(800)241-5178 Field Services:(303)218-1000

Statement

Remittance Advice	
PLEASE RETURN THIS PORTION WITH YOUR PAYMENT	
Account	Account Name
3883	PLUMAS COUNTY PROBATION DEPT, CA
Statement Date	Statement Date
6/30/2024	6/30/2024
Account	Account
	3883

Fax:

PLUMAS COUNTY PROBATION DEPT, CA
ATTN: SHELLEY EVANS
270 COUNTY HOSPITAL RD STE 128
QUINCY CA 95971

If Paying By Invoice-Check
Individual Invoices Paid

Date	Code	References	Amount	Balance	References	Code	Amount	X
5/31/2024	Invoice	1405323	3,568.29	3,568.29	1405323	Invoice	3,568.29	
6/30/2024	Invoice	1409362	3,520.40	7,088.69	1409362	Invoice	3,520.40	

Current	1-30 Days	31-60 Days	61-90 Days	> 90 Days
7,088.69	0.00	0.00	0.00	0.00
			7,088.69	
				7,088.69



6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301
EM:(800)241-5178 Field Services:(303)218-1000

InvoiceType: Monthly
Invoice Number: 1409362
Page: 1 of 1
Date: 6/30/2024
Due Date: 7/30/2024
Salesperson:
Tax ID #: 84-0769926

3883

B PLUMAS COUNTY PROBATION DEPT, CA
I ATTN: SHELLEY EVANS
L 270 COUNTY HOSPITAL RD STE 128
L QUINCY CA 95971

T
O

Fax:

1

S JOSEPH LEE
H PLUMAS COUNTY PROBATION DEPT
I 270 COUNTY HOSPITAL RD STE128
P QUINCY CA 95971

T
O

Order	Purchase Order	Packages	Prepaid	Weight	Ship Via	Terms
C000773101	See Below					Net 30
					Unit Price	Extended Price

MONTHLY INVOICE FOR ELECTRONIC MONITORING SERVICES

6/1/2024 - 6/30/2024

SL3 MONITORING	243	2.60	631.80
SL3 RENTAL	243	3.90	947.70
SPARE UNITS - SL3	254	3.90	990.60
MONITORING-LOC8 OPTION A 1.30.W5.C30.ZX	50	1.35	67.50
EQUIPMENT RENTAL - LOC8/LOC8XT	50	2.90	145.00
SPARE UNITS - LOC8/LOC8XT	115	2.90	333.50
SPARE UNITS - TAD	30	5.54	166.20
SPARE UNITS - HG20 20	30	1.58	47.40

Interest shall accrue at 1 1/2 % per month on past due amounts.

Please make checks payable to BI Incorporated and remit to:
BI Incorporated
P O Box 654409 Dallas, TX 75265-4409

ORIGINAL INVOICE

Sales Amount	3,329.70
Misc Charges	0.00
Freight	0.00
Sales Tax	190.70
Total	3,520.40

Thank you for your business



Agency Active Clients and System Summary

Agency 77310102, PLUMAS COUNTY PROBATION

06/01/2024 through 06/30/2024

Report Date: 07/01/2024 14:28

3883

Active Clients

Client Name	Agency Owned	Client ID	Equipment Type	Billing StartDate	Billing EndDate	Active Days	Daily Rate	Billable Dollars
	N		LOC8-OPTION A	06/01/2024	06/30/2024	30	\$4.25	\$127.50
	N		SL3	06/01/2024	06/12/2024	12	\$6.50	\$78.00
	N		SL3	06/01/2024	06/30/2024	30	\$6.50	\$195.00
	N		SL3	06/01/2024	06/21/2024	21	\$6.50	\$136.50
	N		SL3	06/01/2024	06/30/2024	30	\$6.50	\$195.00
	N		SL3	06/01/2024	06/06/2024	6	\$6.50	\$39.00
	N		LOC8-OPTION A	06/01/2024	06/20/2024	20	\$4.25	\$85.00
	N		SL3	06/07/2024	06/30/2024	24	\$6.50	\$156.00
	N		SL3	06/01/2024	06/30/2024	30	\$6.50	\$195.00
	N		SL3	06/01/2024	06/30/2024	30	\$6.50	\$195.00
	N		SL3	06/01/2024	06/23/2024	23	\$6.50	\$149.50
	N		SL3	06/24/2024	06/30/2024	7	\$6.50	\$45.50
	N		SL3	06/01/2024	06/30/2024	30	\$6.50	\$195.00

System Summary

Equipment Type	Active Clients	BI-Owned Active Days	Agency-Owned Active Days	Total Active Days	Billable Dollars
LOC8-OPTION A	2	50	0	50	\$212.50
SL3	10	243	0	243	\$1,579.50
Total active clients and days during the month:					
	12	293	0	293	



Spare Unit Backup
June 2024

Acct # 3883 Contract # 77310102 Plumas Co Probation Department

Equip Type	Total Days	Active Days	Inactive Days	
HG20 20 CELL	30	0	30	
Total:	30	0	30	
			Inactive Days:	30
			Less HG20 20 CELL Units Allowed (30% of Active Days):	0
			Billable Days:	30
			@ Daily Rate:	X \$1.58
			HG20 20 CELL Spare Unit Total:	\$47.40
LOC8	180	50	130	
Total:	180	50	130	
			Inactive Days:	130
			Less LOC8 Units Allowed (30% of Active Days):	-15
			Billable Days:	115
			@ Daily Rate:	X \$2.90
			LOC8 Spare Unit Total:	\$333.50
SL3	570	243	327	
Total:	570	243	327	
			Inactive Days:	327
			Less SL3 Units Allowed (30% of Active Days):	-73
			Billable Days:	254
			@ Daily Rate:	X \$3.90
			SL3 Spare Unit Total:	\$990.60
TAD	30	0	30	
Total:	30	0	30	
			Inactive Days:	30
			Less TAD Units Allowed (30% of Active Days):	0
			Billable Days:	30
			@ Daily Rate:	X \$5.54
			TAD Spare Unit Total:	\$166.20



Agency System Usage

Agency 77310102, PLUMAS COUNTY PROBATION

06/01/2024 Through 06/30/2024

3883

	BI-Owned Systems			Agency-Owned Systems
	Active Days	Inactive Days	Total Days	Active Days
HG20 20 CELL Systems				
2150526		30	30	
	0	30	30	0
LOC8 Systems				
1386764		30	30	
1706422		30	30	
1772448	20	10	30	
1775493		30	30	
1785943		30	30	
1847731	30		30	
	50	130	180	0
SL3 Systems				
43000421		30	30	
43000C50	30		30	
43000DCB		30	30	
43001088	30		30	
430010A1	30		30	
43001B01		30	30	
43002836	12	18	30	
43002A5B	30		30	
43002A7B	21	9	30	
43002A7E		30	30	
43002C16		30	30	
43002C31	24	6	30	
43002CC7		30	30	
43002CCC		30	30	
43003447	6	24	30	
43003455		30	30	
4300345C		30	30	
430039B5	30		30	
430039BB	30		30	
	243	327	570	0
TAD Systems				
9821419		30	30	
	0	30	30	0
Agency Total				
	293	517	810	0



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak

MEETING DATE: August 20, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Tom's Snowmobile and Services; effective August 2, 2024; not to exceed \$9,999.99; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Tom's Snowmobile and Services; effective August 2, 2024; not to exceed \$9,999.99; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Background and Discussion:

Contract to provide Sheriff's Office with general snowmobile service and repair on an as-needed basis.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Tom's Snowmobile and Services; effective August 2, 2024; not to exceed \$9,999.99; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

Attachments:

1. Tom's Snowmobile and Service 3664 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Tom Dines, an individual, doing business as Tom's Snowmobile and Service (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine Hundred Ninety-Nine and No/100 Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from June 1, 2024, through May 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

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

 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

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

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

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

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

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

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

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

____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS ____

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

County:

Sheriff's Office
 County of Plumas
 1400 E. Main Street
 Quincy, CA 95971
 Attention: Sarah Novak, Fiscal Officer

Contractor:

Tom's Snowmobile and Service
 PO Box 222 Hwy 49
 Sierra City, CA 96125
 Attention: Tom Dines

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

____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS ____

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Tom Dines dba Tom's Snowmobile and Service

By: _____
 Name: Tom Dines
 Title: Owner
 Date signed:

COUNTY:

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

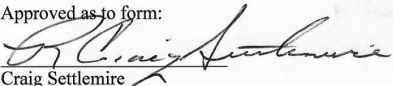
By: _____
 Name: Todd Johns
 Title: Sheriff
 Date signed:

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

ATTEST:

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

Approved as to form:


 Craig Settemire
 Counsel

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A**Scope of Work**

1. Provide general snowmobile service and repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Snowmobile tune-up/service
 - b. Electrical diagnostics and writing
 - c. Repair or replace worn or broken parts
2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B**Fee Schedule**

1. Labor shall be charged at \$140.00 per hour.
2. All parts shall be provided at cost price plus 40%.
3. County shall be provided with an estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice the County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

____ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS ____



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Nick Collin, Facilities Director
MEETING DATE: August 20, 2024
SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County (Facilities and Airports) and (CreteCraft Concrete Construction for ADA Upgrades at Gansner Park); effective (08/20/2024); not to exceed (\$26,216.00); (No General Fund Impact) (Prop 68 Funds); approved as to form by County Counsel.

Recommendation:

Approve and authorize chair to sign an agreement between Plumas County (Facilities and Airports) and (CreteCraft Concrete Construction for ADA Upgrades at Gansner Park)

Background and Discussion:

Provide ADA access to BBQ areas from existing walkways at Gansner Park.

Action:

Approve and authorize the Chair to sign an agreement between Plumas County (Facilities and Airports) and (CreteCraft Concrete Construction for ADA Upgrades at Gansner Park)

Fiscal Impact:

No general fund impact due to Prop 68 100% reimbursed for disadvantaged communities.

Attachments:

1. 3642 FINAL (1)

Construction 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 and Airports** department (hereinafter referred to as “County”), and CreteCraft Concrete Construction (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 Exhibits A and B attached hereto (hereinafter referred to as the “Work”).
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty-Six Thousand Two Hundred Sixteen Dollars and 0/100 Cents (\$26,216.00)** (hereinafter referred to as the “Contract Amount”), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **October 30th, 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.

____ COUNTY INITIALS

1

CONTRACTOR INITIALS ____

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

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

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

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

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

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

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

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **Class C-8 Concrete Contractor**, issued by the State of California, No. **603344**.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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

County:

**Facility Services and Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Facilities Director**

____ COUNTY INITIALS

7

CONTRACTOR INITIALS ____

Contractor:

CreteCraft Concrete Construction
73880 Hwy 70
Portola, Ca 96122
Attention: Bob Higgins

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. 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.
40. 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.
41. 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).

____ COUNTY INITIALS

8

CONTRACTOR INITIALS ____

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Dixie L. Higgins dba

CreteCraft Concrete Construction

COUNTY:

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

By: _____

Name: Dixie L. Higgins

Title: Co-Owner

Date signed: _____

By: _____

Name: Greg Hagwood

Title: Board Chairman

ATTEST:

By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Approved as to form:



Craig Settemire
Counsel

EXHIBIT A

Scope of Work

1. The contractor shall:
 - a. Excavate, form and place concrete per drawing provided by Facilities Maintenance Supervisor prior to bid and as stated in bid dated March 18, 2024.
 - b. Work to be done during normal business hours and scheduled with Facility Services Maintenance Supervisor.
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All work will be done in a safe manner to industry standards and comply with current California Codes and all applicable state and federal laws and regulations.

EXHIBIT B

The Contract Amount, \$26,216.00 including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

1. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
2. The County shall not have any responsibility to make payments to any subcontractor or supplier.
3. 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.
4. 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.



Contract

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions regarding a contractor may be directed to the attention of the Registrar of the Board at Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826. CA Contractors License 603344

Contract No. 24-0524

Date: May 24, 2024

To: Ganser Park
Quincy, CA 95971

emailed 7/12

Attn: Dustin at Plumas County Facilities Services
dustinvert@countyofplumas.com

RE: Flatwork at Ganser Park

The undersigned proposes the following work of improvement at the above location in accordance with the directions provided by Dustin Vert and by reference incorporated herewith:

Excavate, grade, form, place, and finish concrete, per plan provided:

1. 500 square feet of flatwork
2. Foundation concrete is bid at 3000 psi with fiber
3. Any concrete used more than 10 cy will be an additional charge.
4. Concrete pumping is included
5. Project is bid at prevailing wage rate
6. General Contractor and/or owner to provide a designated wash out area for concrete mixer and concrete pump, cleanup and removal of concrete debris, hubs, surveying, radius points, elevations, guineas, accessibility to job site and snow removal.
7. Does not include fill materials, electrical power, concrete testing, cold weather concrete procedures, special inspections, water proofing, vapor barrier, permits, fences, toilet for crew (\$150.00 additional if provided), trash bin or water, as needed.
8. Adjustments made by Plumas County or others may result in additional cost to the owners.
9. Price subject to change upon submittal of a county approved plan, if needed

All of the above work is to be completed in a substantial and workmanlike manner according to standard practices on or before (Not Applicable) save and except for any delays caused by strikes, Acts of God, adverse weather, or other unforeseen happenstance over which the contractor has no control, for the sum of \$26,216.00 which is due and payable (50%) ~~\$13,108.00~~ upon delivery of materials and labor to the job, (25%) ~~\$6,554.00~~ when flatwork is ready to pour, (25%) ~~\$6,554.00~~ upon completion of our portion of the job.

*dlh
7-19-24*

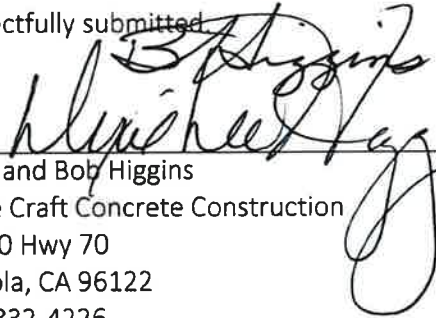
In the event the project is stopped completely, for whatever reason, it is agreed that CreteCraft Concrete Construction will be paid for materials supplied and work completed to date. If adverse weather conditions hinder the accessibility to the job site, Crete Craft Concrete Construction will notify the contractor and/ or owner who will determine whether additional cost should be incurred at the owners' expense to make to make the site accessible.

Any alterations or deviation from the above descriptions involving extra costs in labor or materials will only be executed upon written orders for the same and may become an extra charge over the sum mentioned in this estimate.

All agreements must be made in writing. Any controversy or claim arising out of or relating to this proposal and contract, or the breach thereof, will be settled by binding mediation and judgment upon the award rendered by the mediators may be entered in any court of competent jurisdiction thereof. The prevailing party will be entitled to compensation for attorneys' fees.

Respectfully submitted,

By:


Dixie and Bob Higgins
Crete Craft Concrete Construction
73880 Hwy 70
Portola, CA 96122
530-832-4226
CA Contractors License 603344

ACCEPTANCE

The above contract is hereby accepted according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal according to the terms thereof.

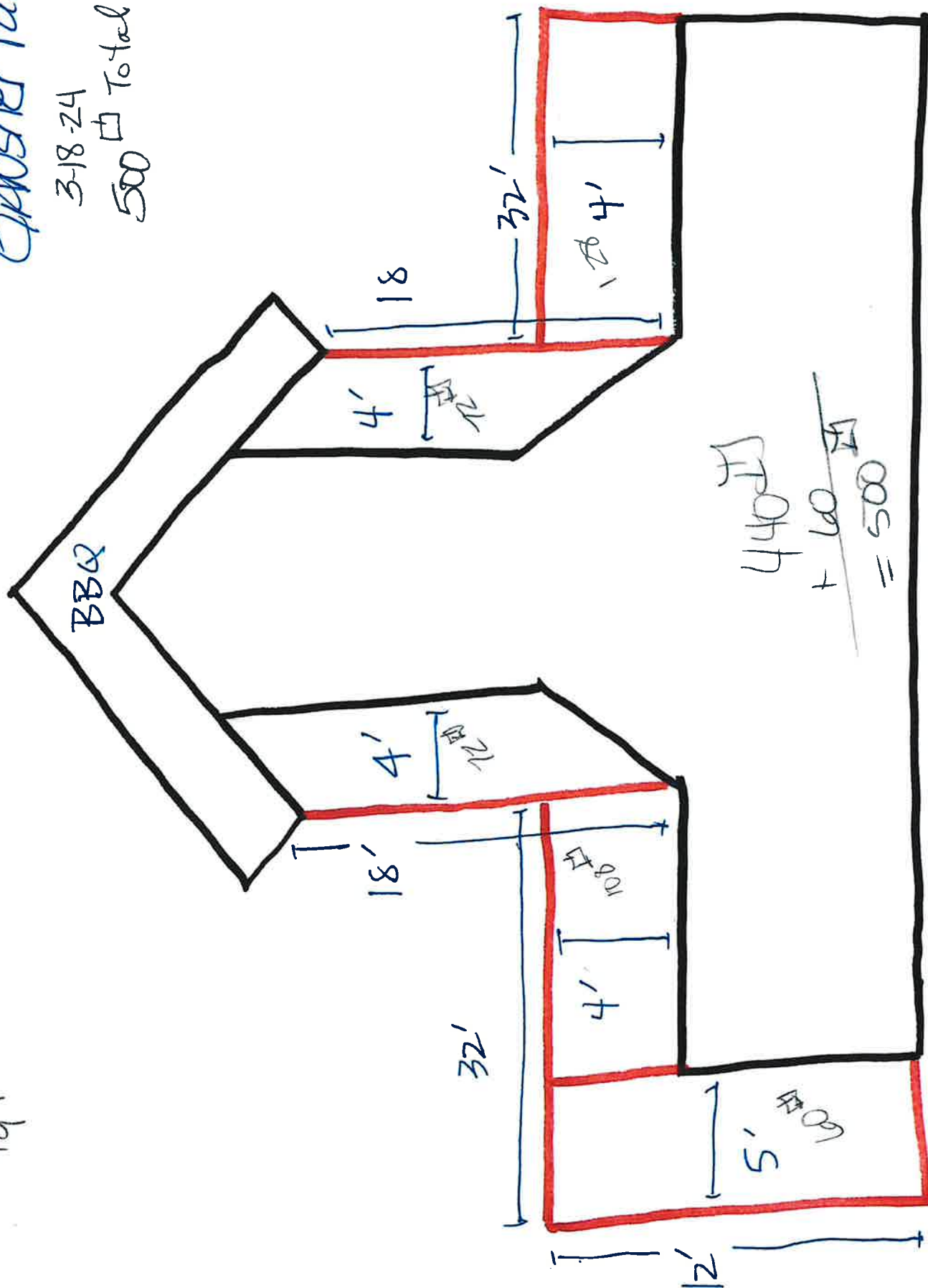
Dated: _____

Accepted by: _____

Graves Park ~~1000~~
3-18-24
500 ☐ Total

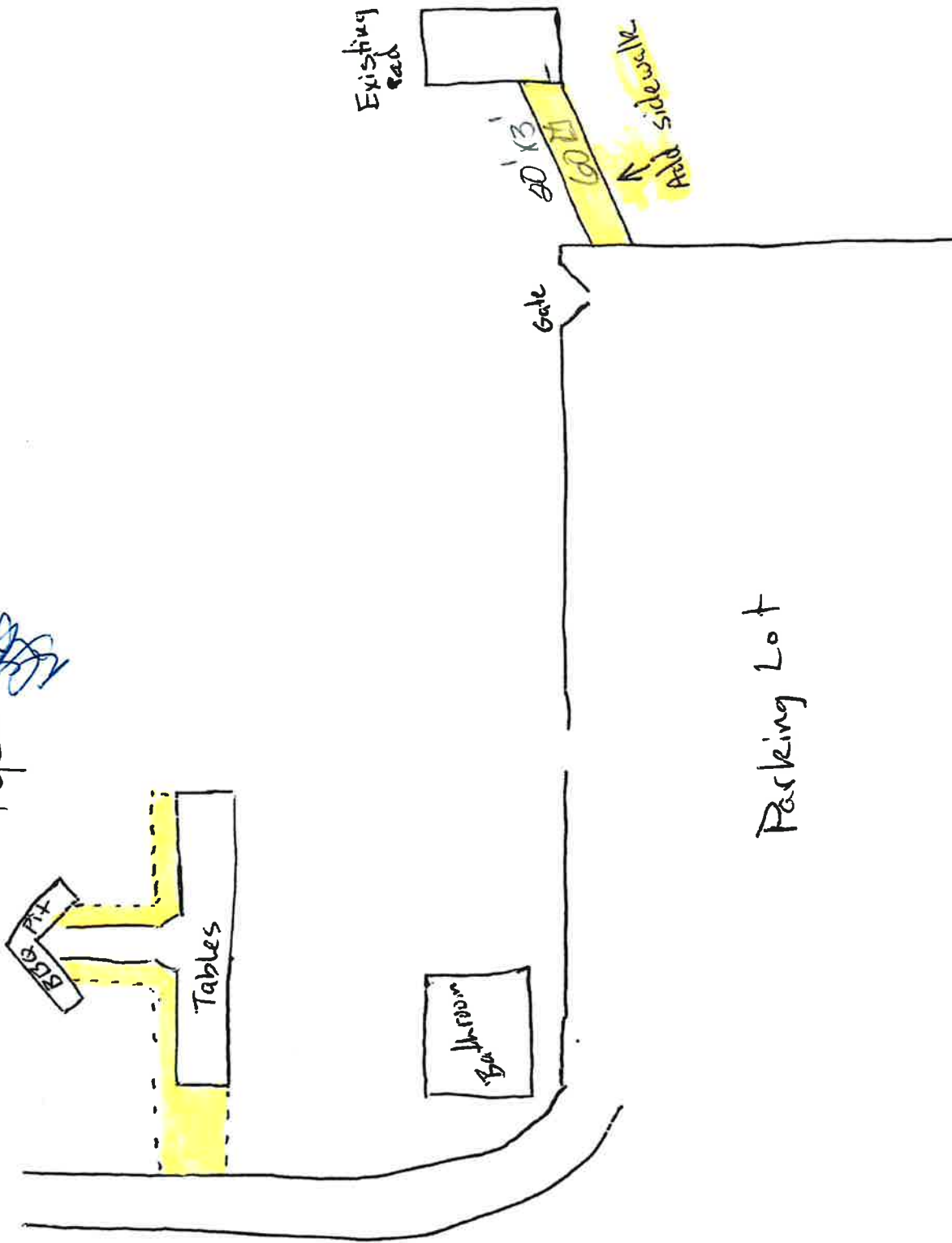
3-18-24

500 Total



$$\begin{array}{r} 440 \\ + 60 \\ \hline 500 \end{array}$$

Pg 2





**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: August 20, 2024

SUBJECT: Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County of Facility Services & Airports and Somapro Enterprises, Inc.; No General Fund impact as this contract is 100% supported by Airport funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County of Facility Services & Airports and Somapro Enterprises, Inc.

Background and Discussion:

Somapro Enterprises, Inc. doing business as Griffin Certified, maintains and repairs our 3 airport fuel terminals at the county's airports in Quincy, Chester, and Beckwourth. Currently, we are experiencing functionality issues with the AV Gas fuel pumps at Quincy and Chester; Chester is repaired enough to work with new parts on the way and Quincy will possibly need major repairs due to its age. Our current contract with this company will most likely not support the repairs. Therefore, we are requesting to amend the contract value.

Action:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County of Facility Services & Airports and Somapro Enterprises, Inc.

Fiscal Impact:

The full value of this contract is supported by Airport funds and will have no General Fund impact.

Attachments:

1. Somapro Enterprises, Inc.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND SOMAPRO ENTERPRISES, INC.

This First Amendment to Agreement ("Amendment") is made on August 8, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Somapro Enterprises, Inc., a California corporation doing business as Griffin Certified ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and SOMAPRO ENTERPRISES, INC. have entered into a written Agreement dated April 19, 2024, (the "Agreement"), in which SOMAPRO ENTERPRISES, INC. agreed to provide repair services for Plumas County's three airports' fuel terminals.
 - b. Because two of the three terminals recently broke down within a week of each other and costs are yet unknown but anticipated to exceed the amount of the original contract value of \$9,000, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2 is amended to read as follows:

Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty-Five Thousand dollars and 00/100** (\$25,000.00).
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

Somapro Enterprises, Inc. doing business as
Griffin Certified

By: _____
Name: Michah J. Somarriba
Title: CEO/CFO
Date signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:


Craig Settemire
Counsel



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: August 20, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Facility Services & Airports and KJ's Cleaning Service for custodial services at the county's Chester facilities; effective October 1, 2024; 3-year contract not to exceed \$128,670.00; Contract directly impacts General Fund as approved in recommended FY24/25 budget 2012052 520404, 2079052 520404, 2075652 520404, 2084052 520404; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Facility Services & Airports and KJ's Cleaning Service for custodial services at the county's Chester facilities.

Background and Discussion:

KJ's Cleaning Service provides custodial services for the Chester Sheriff's Substation, Chester Library, Chester Park, Chester Memorial Hall, and the Almanor Rec Center as well as managing and facilitating public rental of the county's facilities in Chester to include providing applications to interested parties, scheduling, collecting rental fees and deposits, and key distribution and collection. This is a 3-yr contract with no increases over the next 3 years.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Facility Services & Airports and KJ's Cleaning Service for custodial services at the county's Chester facilities.

Fiscal Impact:

This contract will have direct impact to the General Fund. 3-year contract totaling \$42,890 annually.

Attachments:

1. KJ's Cleaning Service

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services & Airports** (hereinafter referred to as "County"), and **Kim Lund, a sole proprietor doing business as KJ's Cleaning Service** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **One Hundred Twenty-Eight Thousand Six Hundred Seventy dollars and 00/100 (\$128,670.00)**.
3. Term. The term of this agreement shall be from **October 1, 2024, through September 30, 2027**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS _____

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

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

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

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

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

obligations under this Agreement. **In particular, Contractor represents that it holds a current and active registration for Janitorial Service Providers with the California Department of Industrial Relations, No. JS-LR-1001147360.**

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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

County:

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

Contractor:

KJ's Cleaning Service
PO Box 426
Chester CA 96020
Attention: Kim Lund, Owner

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

____ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS ____

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

CONTRACTOR:

Kim Lund, a sole proprietor, doing business as
KJ's Cleaning Service

By: _____
Name: Kim Lund
Title: Owner
Date signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:

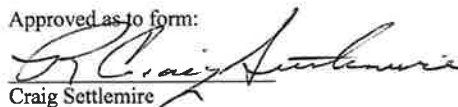

Craig Settemire
Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide professional cleaning services for the County of Plumas at the **Chester Memorial Hall, Almanor Rec Center, Chester Park, Chester Library, Chester Complex, Chester Snow Park, and Chester Facility Rental Management**. Specific services required and the frequency with which the services are to be provided varies by location and is specified in the attached Exhibit B - Schedule of Services. The following outlines the minimum requirements expected to be performed by the contractor.

A. Services Required (not all surface/material types apply – verify conditions for each building)

1. Daily Restroom Services

- a. Clean and sanitize all sinks, toilets, counter tops and mirrors
- b. Polish all chrome and hardware
- c. Wash and disinfect all floors, strip and wax linoleum floors as necessary
- d. Wash all walls and partitions
- e. Empty waste receptacles
- f. Replenish all paper & soap dispensers to full

2. Monthly Restroom Services

- a. Clean all ceiling and wall mounted HVAC vents
- b. De-scale toilets, urinals and faucets
- c. Wash all walls and toilet partitions

3. Daily Office/Common Room Services/Entrance Lobby

- a. Vacuum carpeted areas thoroughly
- b. Disinfect countertops and polish table tops
- c. Dust cases, pictures, ledges and fire extinguishers
- d. Wet mop all floors, strip and wax linoleum as necessary
- e. Clean, sanitize and polish drinking fountains
- f. Wet wipe handrails, spindles and handrail base
- g. Empty waste receptacles
- h. Remove all cobwebs
- i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
- j. Sweep entrances and clean entrance mats
- k. Clean all glass entrance and interior doors
- l. Clean/wipe/polish stairwells, balconies, ledges, handrails, spindles and handrail base

____ COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS ____

4. Monthly Office/Common Room Services

- a. Spot clean walls
- b. Clean window sills and ledges
- c. Clean all ceiling and wall mounted HVAC vents
- d. Wet wipe doors
- e. Spot clean carpets
- f. Dust blinds
- g. Dust cabinet above cubicles

5. Annual Cleaning

- a. Interior and exterior window glass washing
- b. Carpet cleaning and shampooing
- c. Restore/Cut Polish marble floors, stairs wainscoting

B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments as listed in the attached **Exhibit A1 – Schedule of Services**. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

- C. Contractor shall attend a monthly meeting, with tenant representatives to discuss areas of concern including security, confidentiality, and quality of service. The Contractor will be informed in advance of the date, time, and location of the meeting.

D. Other specifications

- a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 1. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.
- b. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether

the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the confidentiality statement attached hereto as Exhibit C. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.

- c. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.
- d. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.
 - i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program.
 - ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

2. General Services*

- A. Snow and ice removal from walkways, stairs, ramps, trash bins, and entrances at County-owned Chester facilities to include: Almanor Rec Center, Chester Memorial Hall, Chester Court Complex, and the Chester Public Library
- B. Miscellaneous tasks at County-owned Chester Facilities as requested by Facility Services to assist and support the department with emergency repairs and/or investigation, exterior/interior lightbulb replacement, restroom maintenance outside the scope of the janitorial contract, water controls at the Chester Park, etc.

EXHIBIT A1
Schedule of Services

Chester Facility Rental Management

- A. Handle all aspects of managing the rental of Chester Park, Chester Memorial Hall, and the Almanor Rec Center to include, but not limited to:
- Responding to information requests regarding renting the facilities
 - Scheduling events
 - Collecting applications, rents, and cleaning deposits
 - Mailing applications and payments to the Facility Services Department office at 198 Andy's Way, Quincy CA 95971
 - Key dispersal/collection
 - Post-event inspection with regard to the cleaning deposit refund
 - Reporting any issues to the Department of Facility Services

	3X WEEKLY	Annual	6 Mos
Chester Park (6 mos), Chester Complex, Chester Library			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies	X		
Office counters	X		
Vacuum carpets	X		
Dust all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby	X		
Wax/Seal floor		X	
Clean glass entry doors	X		
Wash Int/Ext window glass			X
Shampoo carpets			X

***Chester Park is only open
for 6 months each year:
4/15 – 10/15**

____ COUNTY INITIALS

- 11 -

CONTRACTOR INITIALS ____

	Weekly	Annual	6 Mos
Chester Memorial Hall Almanor Rec Center			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies	X		
Office counters	X		
Vacuum carpets	X		
Dust all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby	X		
Wax/Seal floor		X	
Clean glass entry doors	X		
Wash Int/Ext window glass			X
Shampoo carpets			

	2X Weekly	Annual	6 Mos
Chester Snow Park			
Restrooms – All Floors	X		
Trash	X		
Lobby Stairs/Handrail/Balconies			
Office counters			
Vacuum carpets			
Clean all ledges & surfaces	X		
Mop floors	X		
Entry/Lobby			
Polish wood			
Wax/Seal floor			
Clean glass entry doors			
Polish brass			
Wash Int/Ext window glass	X		
Shampoo carpets			

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

ANNUAL FEE SCHEDULE

Facility	Monthly Fee	Total
Chester Snow Park	355.00	4,260.00
Chester Memorial Hall	395.00	27,690.00
Almanor Rec Center	395.00	
Chester Complex	595.00	
Chester Library	595.00	
Chester Park	655.00 (x6 mos)	
Chester Facility Rental Management	495.00	5,940.00
General Services*	As needed	5,000.00

- Contractor will submit invoices for General Services* provided.
 - Invoices to be paid Net 30.
- For all other facilities, payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing vendor payments.

____ COUNTY INITIALS

- 13 -

CONTRACTOR INITIALS ____

Exhibit C
Confidentiality Agreement

CONFIDENTIALITY AGREEMENT FOR CONTRACTORS

Background

The County of Plumas relies on independent contractors to perform a variety of services in the interiors of County buildings. Employees of these contractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County.

Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by contractors and their employees to be confidential. An exception is when the documents are provided to the contractor by the County for a specific purpose related to the subject contract.

Confidentiality Agreement

I, Kim Lund acknowledge and understand that any and all documents that I or my employees may see or otherwise come in contact with during my work on premises owned and/or occupied by the County of Plumas in the course of performing contracted services, are to be considered confidential and not to be discussed by me or my employees with any other person. I further agree that I will not read, sort, move or take away any documents from the premises. I understand that this statement does not apply to documents containing work instructions or other information that is directly related to the work that I am performing for the County.

Signature

Date



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: August 20, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Facility Services & Airports and Frasure & Son Carpet Cleaning for facilities in Portola; effective October 1, 2024; 3-year contract not to exceed \$103,200; This contract will have direct impact on the General Fund as approved in recommended FY24/25 budget 2012052 520404, 2081052 520404; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Facility Services & Airports and Frasure & Son Carpet Cleaning.

Background and Discussion:

Frasure & Son Carpet Cleaning provides custodial services for the Portola Sheriff's Substation, Portola Library, and the Portola Memorial Hall as well as managing and facilitating public rental of the Portola Memorial Hall to include providing applications to interested parties, scheduling, collecting rental fees and deposits, and key distribution and collection. This is a 3-yr contract with no increases over the next 3 years.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Facility Services & Airports and Frasure & Son Carpet Cleaning.

Fiscal Impact:

This contract will have direct impact to the General Fund. 3-year contract totaling \$34,400 annually.

Attachments:

1. Frasure & Son Carpet Cleaning

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services & Airports** (hereinafter referred to as "County"), and **David Frasure, a sole proprietor doing business as Frasure & Son Carpet Cleaning** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **One Hundred Three Thousand Two Hundred dollars and 00/100 (\$103,200.00)**.
3. Term. The term of this agreement shall be from **October 1, 2024, through September 30, 2027**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS____

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

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

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

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

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

obligations under this Agreement. **In particular, Contractor represents that it holds a current and active registration for Janitorial Service Providers with the California Department of Industrial Relations, No. JS-LR-1000592030.**

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS ____

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

County:

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

Contractor:

Frasure & Son Carpet Cleaning
PO Box 1116
Portola CA 96122
Attention: David Frasure, Owner

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

____ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS ____

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

CONTRACTOR:

David Frasure, a sole proprietor dba Frasure &
Son Carpet Cleaning

By: _____
Name: David Frasure
Title: Owner
Date signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:


Craig Settemire
Counsel

____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Contractor shall provide professional cleaning services for the County of Plumas at the **Portola Library, Portola Sheriff Substation, Portola Memorial Hall, and Portola Memorial Hall Rental Management**. Specific services required and the frequency with which the services are to be provided varies by location and is specified in the attached Exhibit B - Schedule of Services. The following outlines the minimum requirements expected to be performed by the contractor.
 - A. Services Required (not all surface/material types apply – verify conditions for each building)
2. Daily Restroom Services
 - a. Clean and sanitize all sinks, toilets, counter tops and mirrors
 - b. Polish all chrome and hardware
 - c. Wash and disinfect all floors, strip and wax linoleum floors as necessary
 - d. Wash all walls and partitions
 - e. Empty waste receptacles
 - f. Replenish all paper & soap dispensers to full
3. Monthly Restroom Services
 - a. Clean all ceiling and wall mounted HVAC vents
 - b. De-scale toilets, urinals and faucets
 - c. Wash all walls and toilet partitions
4. Daily Office/Common Room Services/Entrance Lobby
 - a. Vacuum carpeted areas thoroughly
 - b. Disinfect countertops and polish table tops
 - c. Dust cases, pictures, ledges and fire extinguishers
 - d. Wet mop all floors, strip and wax linoleum as necessary
 - e. Clean, sanitize and polish drinking fountains
 - f. Wet wipe handrails, spindles and handrail base
 - g. Empty waste receptacles
 - h. Remove all cobwebs
 - i. Empty all outside trash, ashtrays and cigarette butt receptacles in entrance/exit areas
 - j. Sweep entrances and clean entrance mats
 - k. Clean all glass entrance and interior doors
 - l. Clean/wipe/polish stairwells, balconies, ledges, handrails, spindles and handrail base

____ COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS ____

5. Monthly Office/Common Room Services

- a. Spot clean walls
- b. Clean window sills and ledges
- c. Clean all ceiling and wall mounted HVAC vents
- d. Wet wipe doors
- e. Spot clean carpets
- f. Dust blinds
- g. Dust cabinet above cubicles

5. Annual Cleaning

- a. Interior and exterior window glass washing
- b. Carpet cleaning and shampooing
- c. Restore/Cut Polish marble floors, stairs wainscoting

B. Scheduling of Work

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments listed in the attached **Exhibit A1 – Schedule of Services**. All work is to be performed after regular business hours. Contractor shall in no way interfere with the normal work of building occupants.

- C. Contractor shall attend a monthly meeting, with tenant representatives to discuss areas of concern including security, confidentiality, and quality of service. The Contractor will be informed in advance of the date, time, and location of the meeting.

D. Other specifications

- a. No portion of the work shall be subcontracted without prior written consent of the County of Plumas. In the event that the selected contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- b. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards. Janitorial service workers shall be required to interrupt performance of their work, if necessary, to allow passage of traffic through corridors.

- c. Contractor is responsible for performing a background check on each of contractor's employees that performs work under this contract. The background check must include at a minimum an investigation of whether the employee has a record of criminal activity. Contractor is responsible for requiring each of contractor's employees that perform work under this contract to sign the confidentiality statement attached hereto as **Exhibit C**. Evidence of the background check and copies of the signed confidentiality statements shall be submitted to the County for each employee prior to that employee performing work under this contract. Contractor and subcontractor shall submit names and Driver License numbers of each employee to the County. The County reserves the right to exclude any of Contractor's employees from eligibility to perform work under this contract.
- d. Only employees of the contractor or subcontractor may enter County facilities. The County reserves the right to request additional security requirements to be implemented that are necessary to protect County facilities. Evidence of bonding will be required upon execution of this contract.
- e. No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor covering, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned. Contractor is responsible for providing all cleaning supplies and providing Material Safety Data Sheets (MSDS) for all cleaning products used to clean County buildings. The County will supply all paper goods.
 - i. Contractor is encouraged to use cleaning products that have been certified by Green Seal or the Environmental Protection Agency's Design for the Environment (DfE) program. The County will provide a list of suggested products and, if requested by the contractor, suggested vendors from which the products may be obtained.
 - ii. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

2. General Services*

- A. Miscellaneous tasks at County-owned Portola Facilities as requested by Facility Services with the Contractor confirming they are willing and able to perform requested tasks. Contractor is under no obligation to perform such tasks requested by Facility Services but will try to assist and support the department if and when they are able to with, but not limited to, the following: emergency repairs and/or investigation, exterior/interior lightbulb replacement, restroom maintenance outside the scope of the custodial contract, etc.

____ COUNTY INITIALS

- 11 -

CONTRACTOR INITIALS ____

EXHIBIT A1

Schedule of Services

Portola Memorial Hall Rental Management

A. Handle all aspects of managing the rental of the Portola Memorial Hall to include, but not limited to:

- Responding to information requests regarding renting the facility
- Maintaining a calendar and scheduling events
- Collecting applications, rental fees, and cleaning/security deposits
- Mailing applications and payments to Facility Services at 198 Andy's Way, Quincy CA 95971
- Key dispersal/collection
- Post-event inspection with regard to the cleaning deposit refund
- Reporting rental issues to the Department of Facility Services

	Library/Substation	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Other
	Restrooms –		X		X		X		
	Trash		X		X		X		
	Lobby						X		
	Stairs/Handrail/Balconies		X		X				
	Front Counters		X		X		X		
	Vacuum Carpets		X		X		X		
	Dust All Ledges & Surfaces		X		X		X		
	Mop Floors		X		X		X		
	Entry/Lobby		X		X		X		
	Wash Windows								6 months
	Shampoo Carpets								Annually

____ COUNTY INITIALS

- 12 -

CONTRACTOR INITIALS ____

	Portola Memorial Hall	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Other
	Restrooms –	X			X				
	Trash	X			X				
	Lobby								
	Stairs/Handrail/Balconies	X			X				
	Front Counters	X			X				
	Vacuum Carpets	X			X				
	Dust All Ledges & Surfaces	X			X				
	Mop Floors	X			X				
	Entry/Lobby	X			X				
	Wash Windows								6 months

____ COUNTY INITIALS

- 13 -

CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

ANNUAL FEE SCHEDULE

Facility	Monthly Fee	Total
Portola Library/Sheriff Substation	\$1,300.00	\$15,600.00
Portola Memorial Hall	\$800.00	\$9,600.00
Portola Hall Rental Management	\$350.00	\$4,200.00
General Services*	As needed invoiced at \$50/hour	\$5,000.00

- Contractor will submit invoices for General Services* provided.
 - Invoices to be paid Net 30
- For all facilities, payment will be made by the County in accordance with the Auditor's Office schedule for issuing recurring, monthly vendor payments.

____ COUNTY INITIALS

- 14 -

CONTRACTOR INITIALS ____

Exhibit C
Confidentiality Agreement

CONFIDENTIALITY AGREEMENT FOR CONTRACTORS

Background

The County of Plumas relies on independent contractors to perform a variety of services in the interiors of County buildings. Employees of these contractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County.

Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by contractors and their employees to be confidential. An exception is when the documents are provided to the contractor by the County for a specific purpose related to the subject contract.

Confidentiality Agreement

I, David Frasure acknowledge and understand that any and all documents that I or my employees may see or otherwise come in contact with during my work on premises owned and/or occupied by the County of Plumas in the course of performing contracted services, are to be considered confidential and not to be discussed by me or my employees with any other person. I further agree that I will not read, sort, move or take away any documents from the premises. I understand that this statement does not apply to documents containing work instructions or other information that is directly related to the work that I am performing for the County.

Signature

Date

COUNTY INITIALS

- 15 -

CONTRACTOR INITIALS _____



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: August 20, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Plumas County Glass to replace the side doors on Harbison St side of the Quincy Library with ADA doors; effective July 1, 2024; not to exceed \$9,898.91; (General Fund Impact) as approved in FY24/25 recommended budget 2012054 540110; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Plumas County Glass to replace the side doors on Harbison St side of the Quincy Library with ADA doors.

Background and Discussion:

Plumas County Glass had completed a portion of the project in FY23/24, but then parts were delayed. The job is now almost complete; they're just waiting on the crew to install the ADA automatic door-opener.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Plumas County Glass to replace the side doors on Harbison St side of the Quincy Library with ADA doors.

Fiscal Impact:

Direct General Fund impact; \$3,500 has already been paid as a deposit; \$6,398.91 is due upon project completion.

Attachments:

1. Plumas County Glass

Construction 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 and Airports** department (hereinafter referred to as "County"), and **Bradley Allan Ingram dba Plumas County Glass** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Nine Thousand Eight Hundred Ninety-Eight and 91/100 Dollars (\$9,898.91)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The term of this agreement shall be from **July 1, 2024, to September 30, 2024**, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

____ COUNTY INITIALS

1

CONTRACTOR INITIALS ____

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

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

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

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

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

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

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

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **Class C-17 Glazing Contractor**, issued by the State of California, No. **514781**.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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

County:

**Facility Services and Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Facilities Director**

____ COUNTY INITIALS

7

CONTRACTOR INITIALS ____

Contractor:

Plumas County Glass
PO Box 3754
Quincy, Ca 95971
Attention: Bradley Ingram

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. 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.
40. 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.
41. 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).

____ COUNTY INITIALS

8

CONTRACTOR INITIALS ____

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

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

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

CONTRACTOR:

**Bradley Allen Ingram dba Plumas County
Glass**

By: _____
Name: Bradley Ingram
Title: Owner
Date signed: _____

COUNTY:

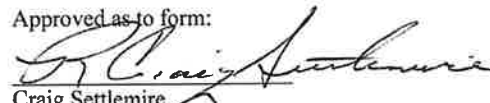
County of Plumas, a political subdivision of
the State of California

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

ATTEST:

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

Approved as to form:


Craig Settemire
Counsel

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. The contractor shall:
 - a. Remove and dispose of existing door at Quincy Library 445 Jackson St Quincy Ca 95971 and replace with single 36-inch door with sidelight including needed header, posts, wood trim and caulking, install w-force automatic opener, push plates and radio receiver per quote dated April 2, 2024.
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All Work to be done in a safe and workmanlike manner to industry standards and comply with the current California Building and Codes and all applicable state and federal laws and regulations.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

Exhibit B

1. The Contract Amount, \$ **Nine Thousand Eight Hundred Ninety-Eight and 91/100 Dollars (\$9,898.91)** including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
2. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following completion of the Work by Contractor, satisfaction of Paragraph 6 of this Exhibit B, and invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.
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 fifteen (15) days of County's receipt of Contractor's invoice.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When the County determines the Work to be acceptable and this Agreement fully performed, Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.
8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



PLUMAS COUNTY MUSEUM MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Paul Russell, Museum Director

MEETING DATE: August 20, 2024

SUBJECT: Approve and authorize Museum to recruit and fill, funded and vacant Extra Help position; (General Fund Impact) as approved in FY 24/25 recommended budget.

Recommendation:

It is recommended that the Board of Supervisor authorize the Director of the Plumas County Museum to fill a vacant, budgeted, and funded Extra Help position at the Museum as soon as administratively possible.

Background and Discussion:

In fiscal years 2016 - 2023, the Museum relied on Extra Help employees to perform a variety of clerical/reception/office work including staffing and managing the reception counter/store sales/tourism information center, and assisting with artifact collection cataloging and accessioning, as well as daily transactions, donations, incoming mail, and various other duties. Since the promotion of the former Extra Help employee, this position has been vacant and with the hiring of an Extra Help employee, will allow Museum Staff to concentrate on "higher order" administrative tasks and duties associated with programming, volunteers, and the like, benefiting the efficiency and operational integrity of the Museum and its service to the people of Plumas County.

Action:

It is recommended that the Board of Supervisors approve the recruitment of this position.

Fiscal Impact:

Approve and authorize Museum to recruit and fill one extra-help employee; (General Fund Impact) as approved in FY 24/25 recommended budget.

Attachments:

1. Extra Help

Plumas County MUSEUM

500 JACKSON STREET • QUINCY, CALIFORNIA 95971 • (530) 283-6320

PAUL RUSSELL
DIRECTOR

DATE: August 9, 2024
TO: Honorable Board of Supervisors
FROM: Paul Russell, Museum Director
SUBJECT: Board agenda item for August 20, 2024
RE: Authorization to fill vacant and funded extra help position

Recommendation:

It is recommended that the Board of Supervisors authorize the Director of the Plumas County Museum to fill a vacant, budgeted, and funded Extra Help position at the Museum (Department 20780) as soon as administratively possible.

Background and Discussion:

In fiscal years 2016 – 2023 the Museum relied on Extra Help employees to perform a variety of clerical/reception/office work including staffing and managing the reception counter/store sales/tourism information center, and assisting with artifact collection cataloging and accessioning, as well as daily transactions, donations, incoming mail, opening and closing procedures, and various other duties, which freed the Director to concentrate on “higher order” administrative tasks and duties associated with the functioning of the Museum.

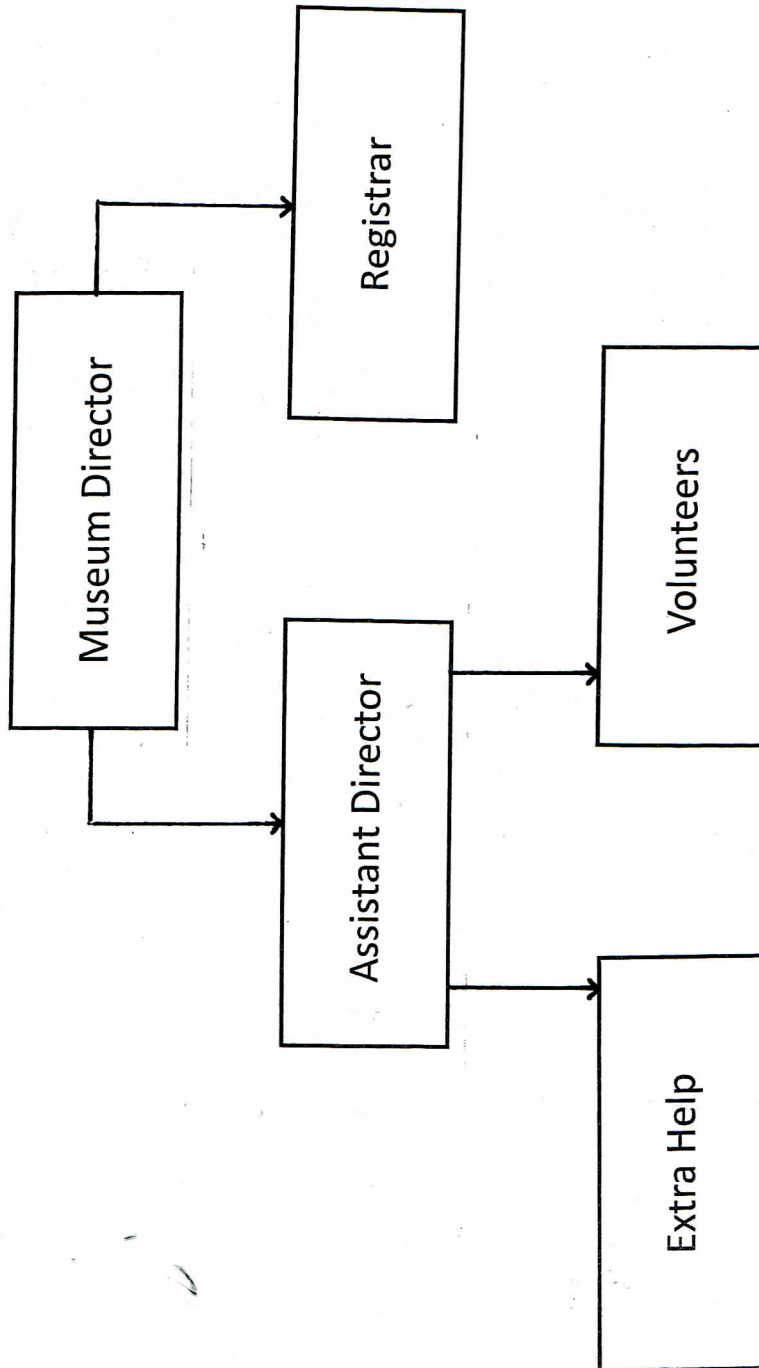
Since the promotion of the former Extra Help employee to the position of Assistant Director in April 2024, the position has been vacant, and the Assistant Director has been filling the roles and duties that would normally be assigned to the Extra Help employee as well as their own duties.

The hiring of an Extra Help employee will free the Assistant Director to concentrate on building up the Museum’s volunteer base, oversee more Museum projects, and benefit the efficiency and operational integrity of the Museum and its service to the people of Plumas County.

Financial Impact

Funding not to exceed \$25,000 has been allocated in Other Wages in the Museum budget (as approved in the Recommended 2024-2025 County Budget), but as a part-time position not to exceed 29 hours per week, this position would have no associated retirement, medical, or benefits costs.

PLUMAS COUNTY MUSEUM ORGANIZATIONAL CHART





PLUMAS COUNTY LIBRARY DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Dora Mitchell, Librarian

MEETING DATE: August 20, 2024

SUBJECT: Adopt **RESOLUTION** updating the established County office hours for Plumas County Library; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** updating the established County office hours for Plumas County Library; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

This proposed resolution would add the Plumas County Library Bookmobile to the Library's schedule of currently operational branches, and remove the Greenville Temporary Library from the schedule. Since its opening on August 13th, 2024, the Bookmobile has been operating on the same schedule that was adopted for the Greenville Temporary Library. This schedule was dictated by constraints on public use of the classroom space in Greenville Jr/Sr High School; it was necessary to keep public access limited to after-school hours. This resulted in open hours that were not optimal for patron use.

With the Bookmobile in service, we can expand open hours to allow greater accessibility and convenience for the public. We plan to be open four days per week, with some weekend and evening hours to offer availability to patrons who cannot visit the Bookmobile during weekdays.

With our current extra help allocation, we have enough staffing to offer library services at the Bookmobile for a total of 19 open hours per week, without any additional funds needed.

Action:

Adopt **RESOLUTION** updating the established County office hours for Plumas County Library; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(No General Fund Impact) (funds already included in FY24/25 budget)

Attachments:

1. 3662 FINAL_bookmobile hours_8-7-24

Plumas County Resolution Number _____

**A RESOLUTION UPDATING THE ESTABLISHED COUNTY OFFICE HOURS FOR
PLUMAS COUNTY LIBRARY**

WHEREAS, the Board of Supervisors has previously adopted an Established County Office Hours schedule for County Departments including Plumas County Library by Resolution 2023-8873 pursuant to Government Code section 24260 and Plumas County Code section 2-4.201; and

WHEREAS, the Plumas County Library's office hours are fixed by resolution, which requires amendment prior to a change in the office hours; and

WHEREAS, the schedule for the Plumas County Library Bookmobile must be established; and

WHEREAS, the current and updated schedule for Plumas County Library is attached as Exhibit "A" to this resolution; and

WHEREAS, the current and updated schedule for Plumas County Library as outlined in Exhibit "A" goes into effect August 27, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Plumas County Board of Supervisors that Resolution 2023-8873 is hereby amended to incorporate the new Plumas County Library service hours beginning on August 27, 2024, set forth in Exhibit "A".

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, as a regular meeting of said Board held on the _____, by the following vote:

AYES:

NOES:

ABSENT:

Greg Hagwood, Chair
Plumas County Board of Supervisors

ATTEST:

Allen Hiskey
Clerk of the Board of Supervisors

Exhibit A

The new established hours for each Plumas County Library Branch is as follows:

Quincy:

Monday	10:00 a.m. - 6:00 p.m.
Tuesday- Thursday	10:00 a.m. - 5:30 p.m.
Friday - Saturday	11:00 a.m. - 3:00 p.m.

Chester:

Summer Schedule (April 1 – Oct 31):

Tuesday, Wednesday, Friday	10:00 a.m. - 12:00 p.m., 12:30 p.m. - 5:30 p.m.
Thursday	12:00 p.m. – 5:00 p.m., 5:30 p.m. – 7 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Winter Schedule (Nov 1 – March 31):

Tuesday – Friday	10:00 a.m. - 12:00 p.m., 12:30 p.m. - 5:30 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Portola:

Summer Schedule (April 1 – Oct 31):

Monday – Wednesday	10:00 a.m. - 1:00 p.m., 2:00 p.m. - 6:00 p.m.
Thursday	12:00 p.m. – 4:00 p.m., 5:00 p.m. – 7:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Winter Schedule (Nov 1 – March 31):

Monday – Thursday	10:00 a.m. - 1:00 p.m., 2:00 p.m. - 6:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Plumas County Library Bookmobile:

Tuesday, Thursday	11:00 a.m. - 4:00 p.m.
Wednesday	3:00 p.m. – 6:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.



PLUMAS COUNTY LIBRARY DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Dora Mitchell, Librarian

MEETING DATE: August 20, 2024

SUBJECT: Approve and authorize Plumas County Library/Literacy to recruit and fill, funded and allocated, vacant .475 FTE Literacy Program Assistant I; (No General Fund Impact) (funded by State Library CLLS grant included in FY24/25 Literacy budget; discussion and possible action.

Recommendation:

Approve and authorize Plumas County Library/Literacy to recruit and fill, funded and allocated, vacant .475 FTE Literacy Program Assistant I; (No General Fund Impact) (funded by State Library CLLS grant included in FY24/25 Literacy budget; discussion and possible action.

Background and Discussion:

The Plumas County Literacy Program operates out of the Quincy, Chester, and Portola Branch Libraries, offering a range of literacy services for adults and families. These services include one-on-one tutoring, dyslexia remediation, GED and other test prep, and group classes on topics such as financial literacy, digital literacy, parenting skills, and anger management. Much of the funding for these services comes from the annual California Library and Literacy Services grant provided by the State Library, and the Plumas County Library is slated to receive the CLLS grant again in FY24/25.

Currently, the Portola Literacy program has a .475 FTE vacancy in the Literacy Program Assistant position, due to separation from a permanent employee as of July 25th, 2024. This position is the only permanent literacy staff member in Portola, and is necessary to continue offering vital literacy services to underserved populations in the eastern region of the County. This position is already funded and allocated in the Literacy Program's FY24/25 budget, as the position was not expected to be vacant.

Action:

Approve and authorize Plumas County Library/Literacy to recruit and fill, funded and allocated, vacant .475 FTE Literacy Program Assistant I; (No General Fund Impact) (funded by State Library CLLS grant included in FY24/25 Literacy budget; discussion and possible action.

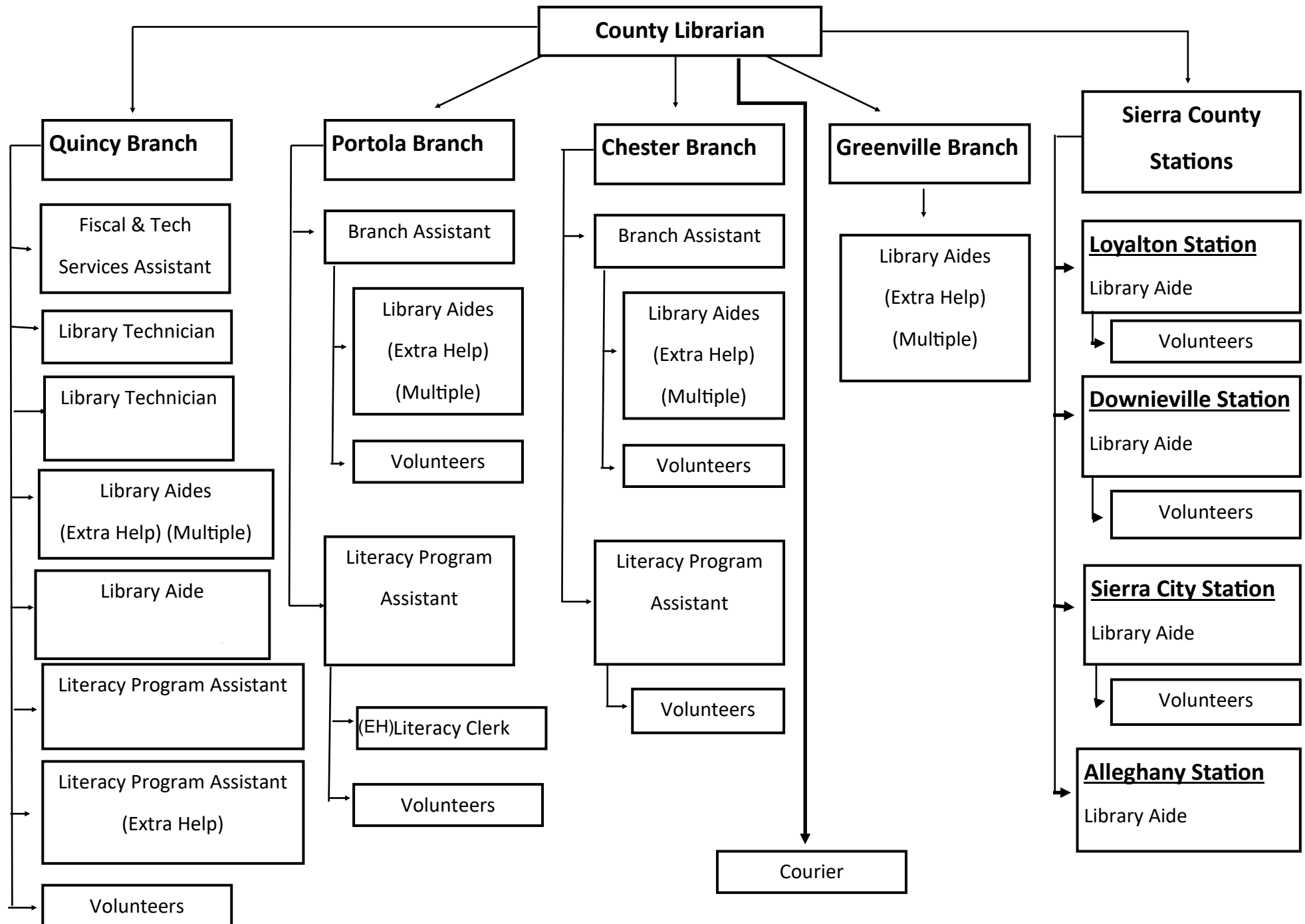
Fiscal Impact:

(No General Fund Impact) (funded by State Library CLLS grant included in FY24/25 Literacy budget)

Attachments:

1. Organizational Chart for Plumas County Library and Literacy System (1)
2. Critical Staffing Questionnaire - Lit Prog Asst
3. Literacy Program Assistant I (1)

PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2024/2025

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

Yes. This position is the only permanent literacy staff member in Portola, and is necessary to continue offering vital literacy services to underserved populations in the Eastern region of the County.

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

The Plumas County Literacy Program is funded in large part by the annual California Library and Literacy Services grant provided by the State Library. Plumas County Literacy is slated to receive the CLLS grant again in FY24/25, and without this position being filled, we will not have enough staffing to carry out the service hours required by the grant agreement. This position is already funded and allocated in the Literacy Program's FY24/25 budget, as the position was not expected to be vacant.

Action:

3. How long has this position been vacant?

Since July 25, 2024.

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

If we use Other Wages, we will not be able to expend the grant funds by the deadline.

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

Other counties with literacy programs at branch libraries typically have at least one permanent staff member to oversee services and supervise volunteers. Specialized training is needed to provide literacy programs, and it is not practical to run literacy programs with temporary staff.

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

If we leave this position unfilled for the fiscal year, we will not be able to provide literacy services in Portola, and will not be able to fulfill the terms of the CLLS grant for FY24/25.

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

If the position is not filled this fiscal year, we will have to return CLLS funds to the State Library. This could jeopardize the likelihood of receiving the CLLS grant in the future.

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

N/A

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

No.

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

N/A

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

The immediate filling of this position will not impact the General Fund as the position is already funded and allocated for FY24/25. Over the next two years, the position should continue to be funded primarily through the CLLS grant. Some matching local funds are required per the terms of the grant; the amount will vary depending on the amount received from CLLS.

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

No, the department is funded by the General Fund and grants.

LITERACY PROGRAM ASSISTANT I

DEFINITION

Under supervision assists with the development, implementation and management of the ongoing operation of a program or programs in a field office of the Plumas or Sierra County Literacy Program.

DISTINGUISHING CHARACTERISTICS

This is the first level of the Literacy Program Assistant class, under the supervision of the County Literacy Coordinator, with general responsibility. As the incumbent's breadth of knowledge and experience increases and the ability to perform a variety of assignments without close supervision is demonstrated, he/she may reasonably expect promotion to the next higher level of Literacy Program Assistant II.

REPORTS TO

The County Literacy Coordinator.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

LITERACY PROGRAM ASSISTANT I - 2

EXAMPLES OF DUTIES

- Responds to public inquiries about the Plumas County Literacy Program, providing a variety of information as needed.
- Recruits and oversees the training and activities of volunteer literacy tutors.
- Matches tutors with students.
- Evaluates tutors and monitors the progress of adult learners.
- Assists the preparation of public relations information.
- Carries out the data collection and evaluation methods for evaluating program effectiveness and quality review.
- Trains volunteer program and office assistants.
- Schedules literacy meetings and workshops.
- Assists with the development of volunteer training programs.
- Monitors tutoring sites.
- Assists with the development of a county wide coalition of community leaders to promote the program.
- Assists with the development of a collection of adult reading and training material.
- Assists with preparation of grant applications and administration of the literacy grant.
- Assists with preparation of requisite program reports.
- Performs general office support.
- Performs a variety of public relations activities for the Plumas County Literacy Program.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office and library environments; continuous contact with staff and the public.

LITERACY PROGRAM ASSISTANT I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Functions, services, policies, and procedures of a public library system.
- Basic knowledge of the goals and objectives of a literacy program.
- Public and community relations methods and principles.
- Data collection and analysis.
- Principles of recruiting, supervising, and training volunteer program staff.

Ability to:

- Assists with developing and implementing a county wide literacy program in conjunction with the public library system.
- Recruit, train, and supervise volunteer tutor and office support staff.
- Collect and analyze information and data.
- Prepare clear and concise reports.
- Make effective public presentations.
- Utilize a computer in program support assignments.
- Effectively represent the Plumas County Library System and Literacy Program in contacts with the public, community organizations, other County staff, other literacy programs, and other government agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Previous background and experience in recruiting and developing volunteer efforts is highly desirable.

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



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: August 20, 2024

SUBJECT: (1) Adopt **RESOLUTION** Identifying Source of County Cash Contribution Funds Relating to SB 844 Adult Local Criminal Justice Facilities Construction Financing Program; approved as to form by County Counsel; discussion and possible action: Roll Call Vote

(2) Approve a \$100,000 loan from the General Fund Balance (58000) to the Capitol Improvement Jail Fund (48000) for related change orders; General Fund Impact; approved by Auditor-Controller; discussion and possible action; Four/Fifths Roll Call Vote

Recommendation:

The Sheriff's Department and Public Works Staff respectfully requests that the Board of Supervisors vote to authorize the Resolution Increasing the Jail Construction Cash Match to \$500,000 and authorize the Sheriff's Department to transfer \$100,000 from General Fund Balance (58000) to Capital Improvement Jail (48000) per signed Budget Transfer.

Background and Discussion:

One requirement of the new jail project grant, SB 844 Adult Local Criminal Justice Facilities Construction Financing Program is General Fund pledge by Resolution for cash match. Resolution 18-8309 was approved by the Board of supervisors on February 6, 2018 with a cash match of \$400,000. Additional costs relating to the State Fire Marshal and construction change orders require additional cash match revenue of approximately \$65,000. To ensure sufficient cash match is available, the submitted Resolution increases the total cash match by \$100,000 to \$500,000 total.

The Resolution has been approved as to form by County Counsel. The attached budget transfer form has been signed by the CAO and the County Auditor.

Action:

(1) Adopt **RESOLUTION** Identifying Source of County Cash Contribution Funds Relating to SB 844 Adult Local Criminal Justice Facilities Construction Financing Program; approved as to form by County Counsel; discussion and possible action: **Roll Call Vote**

(2) Approve a \$100,000 loan from the General Fund Balance (58000) to the Capitol Improvement Jail Fund (48000) for related change orders; General Fund Impact; approved by Auditor-Controller; discussion and possible action; **Four/Fifths Roll Call Vote**

Fiscal Impact:

General Fund Impact of \$100,000

Attachments:

1. GF Transfer to Jail Project Budget
2. 3672 FINAL

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: GENERAL FUND

Dept. No: 20020

Date 8/7/2024

The reason for this request is (check one):

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

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20020	58000	GENERAL FUND BALANCE	100,000.00
Total (must equal transfer to total)				100,000.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0096J	20141	48000	CAPITAL IMPROVEMENT JAIL	100,000.00
Total (must equal transfer to total)				100,000.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) TO COVER CHANGE ORDERS AND POTENTIAL COST OVER RUNS ON NEW JAIL CONSTRUCTION

B) GENERAL FUND TRANSFER

C) EXPENSES TO BE INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority: _____

Julia Lucero

☒

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Mantel

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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

RESOLUTION NO. 24-_____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
PLUMAS CONFIRMING AND IDENTIFYING SOURCE OF COUNTY CASH
CONTRIBUTION FUNDS RELATING TO SB 844 ADULT LOCAL CRIMINAL
JUSTICE FACILITIES CONSTRUCTION FINANCING PROGRAM**

WHEREAS, the State of California has made a lease revenue bond financing program available to construct and renovate adult local criminal justice facilities through the SB 844 Adult Local Criminal Justice Facilities Construction Financing Program (“the SB 844 Financing Program”); and

WHEREAS, eligible projects may include (1) improved housing with an emphasis on expanding program and treatment space as necessary to manage the adult offender population or (2) custodial housing, reentry, program, mental health, or treatment space necessary to manage the adult offender population under the jurisdiction of the sheriff or county department of corrections; and

WHEREAS, the County of Plumas, (the “County”) has selected the parcel located at 56 Abernethy Lane, in Quincy, California, as an appropriate site for a correctional facility; and

WHEREAS, pursuant to Resolution No. 17-8226 adopted February 7, 2017, the Board of Supervisors of the County of Plumas authorized the Plumas County Sheriff to submit an application for state bond financing under the SB 844 Financing Program; and

WHEREAS, the foregoing Resolution No. 17-8226 made certain determinations and orders in Paragraphs B, C, D, and E. of such Resolution relating to Plumas County’s cash contribution funds as described in the County’s SB 844 Financing Program Proposal Form; and

WHEREAS, it is necessary and appropriate to more precisely identify the character and sources of the Plumas County’s cash contribution funds to confirm the representations, determinations and orders of Resolution No. 17-8226; and

WHEREAS, pursuant to Resolution No. 18-8309 adopted February 6, 2018, the Board of Supervisors of the County of Plumas authorized the Plumas County Sheriff to set aside and appropriate the sum of Four Hundred Thousand Dollars (\$400,000) which is required to be increased.

NOW, THEREFORE, the Board of Supervisors of the County of Plumas resolves and orders that:

1. The facts and circumstances set forth in above recitals are true and correct.
2. The County of Plumas has set aside and appropriated the sum of Five Hundred Thousand Dollars (\$500,000) derived solely from general fund property tax revenue sources as and for its cash match as described above and in the documentation accompanying the County’s SB 844 Financing Program Application Form (the “Application”) for the project described in the Application.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the _____ day of _____ 2024, by the following vote:

AYES: Supervisors:

NOES: Supervisors:


ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brantel, Attorney
County Counsel's Office
Page 106 of 246



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: August 20, 2024

SUBJECT: Approve and authorize the Planning Department to recruit and fill, funded and allocated, vacant 1.0 FTE Executive Assistant - Planning; General Fund Impact, as approved in FY24/25 recommended budget; discussion and possible action.

Recommendation:

Approve and authorize the Planning Department to recruit and fill, funded and allocated, vacant 1.0 FTE Executive Assistant - Planning.

Background and Discussion:

The Planning Department is requesting to recruit and fill an "Executive Assistant – Planner" position as an existing classification under the Planning Department and is now funded and allocated at a 1.0 FTE as approved in the FY24-25 recommended budget. The Planning Department has two (2) of the five (5) funded 1.0 FTE positions currently staffed – one Planning Director position and one Associate Planner position. Additionally, there is an Extra Help Senior Planner position funded and working part-time. The Planning Department has had difficulty keeping up with the volume of administrative functions due to the staffing shortage. Staffing an "Executive Assistant – Planning" will allow the Planning Department, and especially the Planning Director, to better serve the public in a timelier manner, in addition to having staff support to perform administrative duties. Core functions of the "Executive Assistant – Planner" position include serving as the primary administrative and staff support person for the Planning Department, Zoning Administrator, Planning Commission, and Airport Land Use Commission; performs a wide variety of specialized office management, administrative support, and fiscal support assignments; prepares notices of public hearings, agendas and takes minutes at meetings; provides public information about planning and zoning, policies, functions, and procedures; and assists with grants administration. Administrative functions, including grants management, continue to be a primary need and this position will positively assist the Planning Department. The immediate filling of this position and the ability to perform administrative functions in a timely manner will positively impact the General Fund by increasing productivity and therefore increasing capacity and the ability to obtain revenue. Further, adding capacity to grant administration that includes grant funding to perform such administration will have no impact on the General Fund.

Action:

Approve and authorize the Planning Department to recruit and fill, funded and allocated, vacant 1.0 FTE Executive Assistant - Planning.

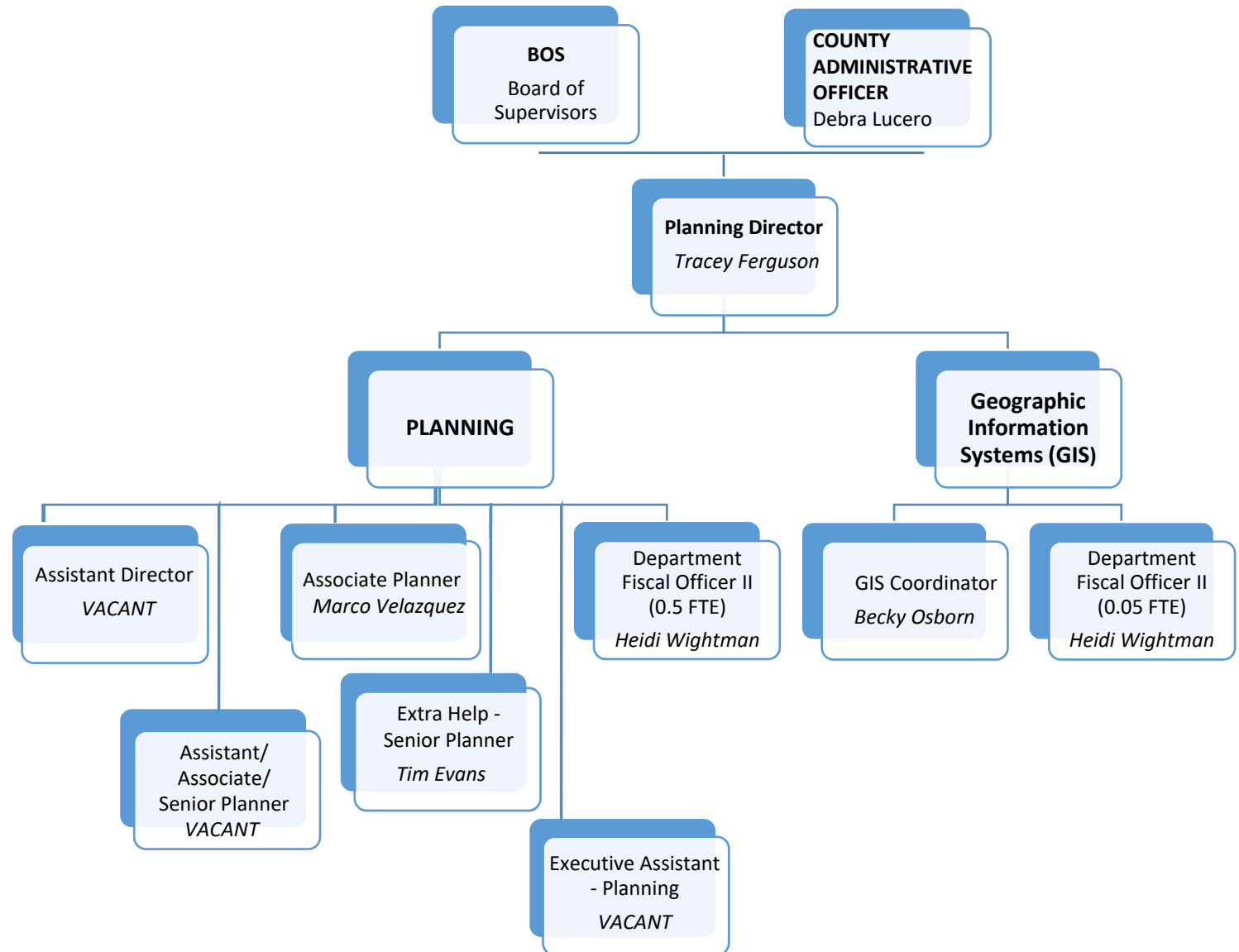
Fiscal Impact:

General Fund impact, as approved in Planning Department (General Fund department) FY24/25 recommended budget. Note, position will also be administering grants with grant-funded administration budget, which would have staff labor cost recovery to the General Fund.

Attachments:

1. Executive Assistant - Planning Recurit & Fill Request

Planning Department and GIS Department FY 24/25 Organizational Chart



EXECUTIVE ASSISTANT/PLANNING

DEFINITION

Under direction, to serve as primary administrative and staff support person for Planning and Building Services, Zoning Administrator and the Planning Commission; to perform specialized office and fiscal support consisting mainly of detailed financial bookkeeping and accounting and assisting the public with inquiries; to perform a variety of administrative, staff, and office management duties for the department head; and to perform difficult, complex, and specialized office support, information gathering, information preparation, and publication; preparation of documents for recordation, and related work as required.

DISTINGUISHING CHARACTERISTICS

This is the most advanced, specialized administrative level in the Executive Assistant class series. Position provides a variety of complex administrative, staff, and office management support for Planning and Building Services, Zoning Administrator and the Planning Commission. Successful performance of responsibilities requires detailed and specialized knowledge and understanding of the operations the Planning and Building Services, Zoning Administration and the Planning Commission, ability to prepare timely and accurate minutes, resolutions and notices of public hearings.

REPORTS TO

Director of Planning and Building Services, Department Fiscal Officer.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide supervision and lead direction for Administrative Assistant I & II.

EXECUTIVE ASSISTANT/PLANNING - 2

EXAMPLES OF DUTIES

- Serves as primary administrative and staff support person for the Planning and Building Services Department, the Zoning Administrator and the Planning Commissioner;
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments.
- Prepares notices of public hearings, agendas and takes minutes at Zoning Administrator and Planning Commission meetings.
- Provides public information, receiving office visitors and telephone calls, providing comprehensive information about Planning and Building Services, Zoning Administration and Planning Commission policies, functions, and procedures.
- Directs inquiries to County departments, as appropriate.
- Assists with the development and administration of the Department's activities and budget.
- Maintains and tracks a variety of fiscal and budget control journals, documents, and reports.
- Prepares and submits activity reports and reports required by other government agencies.
- Maintains and submits user fee documents and records.
- Establishes and updates information retrieval systems.
- Performs purchasing activities.
- Performs a variety of word processing in paper and electronic publishing, and office support functions
- Operates office equipment; may have work coordination and lead worker responsibilities.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; contact with staff and the public.

EXECUTIVE ASSISTANT/PLANNING - 3

KNOWLEDGE OF:

- County policies, rules, and regulations.
- Laws, rules, and regulations affecting assigned program functions and services.
- Budget development and control.
- Public and community relations.
- Office management methods and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and statistical recordkeeping.
- Preparing agendas and minutes.
- Personal computers and software applications related to administrative support work, paper and electronic publishing.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination and lead supervision.

ABILITY TO:

- Perform a wide variety of complex and specialized administrative support work for the Planning and Building Services Department, the Zoning Administrator and Planning Commission.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department budget.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records, reports and publications.
- Prepare promotional and informational materials.
- Take and transcribe notes, developing minutes for boards, committees, and commissions.
- Use a personal computer and appropriate software for word processing, recordkeeping, desktop publishing database, spreadsheet and administrative functions.
- Establish and maintain cooperative working relationships.

EXECUTIVE ASSISTANT/PLANNING - 4

TRAINING AND EXPERIENCE

At least four (4) years of responsible experience performing a variety of administrative, office and fiscal support duties at a level equivalent to Administrative Assistant II with Plumas County, including substantial experience in a public contact position.

SPECIAL REQUIREMENTS

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

**QUESTIONS FOR STAFFING CRITICAL POSITIONS
CURRENTLY ALLOCATED FOR FISCAL YEAR (FY) 2024/2025**

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

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

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

The Planning Department has two (2) of the five (5) funded 1.0 FTE positions currently staffed – one Planning Director position and one Associate Planner position (see organizational chart). Additionally, there is an Extra Help Senior Planner position funded and working part time (i.e., no more than 29 hours per week). The Planning Department has had difficulty keeping up with the volume of administrative functions due to the staffing shortage. Staffing an “Executive Assistant – Planning” will allow the Planning Department, and especially the Planning Director, to better serve the public in a timelier manner, in addition to having staff support to perform administrative duties.

3. How long has this position been vacant?

Executive Assistant – Planning is an existing classification under the Planning Department and is now funded at a 1.0 FTE as approved in the FY24-25 recommended budget.

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

N/A

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

Staffing levels at other similar rural counties are consistent in that staff is limited with smaller planning departments.

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

Core functions of the position include serving as the primary administrative and staff support person for the Planning Department, Zoning Administrator, Planning Commission, and Airport Land Use Commission; performs a wide variety of specialized office management, administrative support, and fiscal support assignments; prepares notices of public hearings, agendas and takes minutes at meetings; provides public information about planning and zoning, policies, functions, and procedures; and assists with grants administration.

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

Lack of staffing capacity and ability to perform administrative functions in a timely manner.

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

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No.**

9. Does the budget reduction plan anticipate the elimination of any of the requested positions? **No.**

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? Administrative functions, including grants management, continue to be a primary need and this position will positively assist the Planning Department. The immediate filling of this position and the ability to perform administrative functions in a timely manner will positively impact the General Fund by increasing productivity and therefore increasing capacity and the ability to obtain revenue. Further, adding capacity to grant administration that includes grant funding to perform such administration will have no impact on the General Fund.

10. Does the department have a reserve?

There are available funds in the FY24/25 budget “regular wages” to fund, in addition to continued funded vacant positions in recruitment (i.e., Assistant Planning Director and Assistant/Associate/Senior Planner).



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

TO: Honorable Chair and Board of Supervisors
FROM: Julie White, Treasurer/Tax Collector
MEETING DATE: August 20, 2024
SUBJECT: Treasurer-Tax Collector

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

None



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

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: August 20, 2024

SUBJECT: 1.A.) Adopt **RESOLUTION** authorizing the execution and delivery of a Lease Agreement and related agreements with respect to the acquisition, financing and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; (General Fund Impact) as approved in FY24/25 recommend budget; approved as to form by County Counsel; discussion and possible action. Roll call vote

1.B.) Approve and authorize Chair to sign an agreement between Plumas County and Public Property Financing Corporation of California for the lease of real property consisting of the Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy; effective August 20, 2024; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Recommendation:

1.A.) Adopt **RESOLUTION** authorizing the execution and delivery of a Lease Agreement and related agreements with respect to the acquisition, financing and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; (General Fund Impact) as approved in FY24/25 recommend budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

1.B.) Approve and authorize Chair to sign an agreement between Plumas County and Public Property Financing Corporation of California for the lease of real property consisting of the Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy; effective August 20, 2024; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

The Plumas County Board of Supervisors will consider several Resolutions to approve various documents with respect to the execution and delivery of the 2024 Plumas County Equipment Lease Purchase Agreement Financing ("2024 ELPA Financing") and the 2024 Plumas County Lease/Leaseback Financing ("2024 Lease Financing"). Proceeds from the two transactions will finance certain energy savings projects on multiple County properties under an agreement with ENGIE Services U.S. The projects have a total cost of \$10,754,246. The County intends to contribute \$1.0 million of cash to the project and finance the remaining cost of \$9,754,246. The \$1.0 million will come from the County General Fund and Plumas County Health and Human Services budgets. Plumas County staff have worked diligently with the financing team over the past several months to prepare the structure and documentation of the 2024 ELPA Financing and the 2024 Lease/Leaseback Financing for the Board's consideration.

Action:

1.A.) Adopt **RESOLUTION** authorizing the execution and delivery of a Lease Agreement and related agreements with respect to the acquisition, financing and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; (General Fund Impact) as approved in FY24/25 recommend budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

1.B.) Approve and authorize Chair to sign an agreement between Plumas County and Public Property Financing Corporation of California for the lease of real property consisting of the Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy; effective August 20, 2024; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact; as approved in FY24/25 recommended budget.

Attachments:

1. County Resolution Plumas (Lease-Leaseback)
2. Site Lease Plumas (Lease-Leaseback)
3. Language for Staff Report (vF) 08 14 2024

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT
AND RELATED AGREEMENTS WITH RESPECT TO THE ACQUISITION, FINANCING AND
LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE
EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND
AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE
CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION**

WHEREAS, the County of Plumas, a political subdivision duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "County"), is authorized by the laws of the State of California to purchase, acquire and lease personal property for the benefit of the County and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the County desires to acquire, construct and install certain energy saving improvements consisting of HVAC replacements and HVAC upgrades at the County Courthouse located at 520 Main Street in the City of Quincy, and the Courthouse Annex Building located at 260 County Hospital Road in the City of Quincy, to be installed by ENGIE Services U.S. Inc. (collectively, the "Project"); and

WHEREAS, in order to finance a portion of the cost of the Project, the County has agreed to lease the real property consisting of the Plumas County Animal Shelter (the "Leased Property") to the Public Property Financing Corporation of California (the "Corporation") under a Site Lease (the "Site Lease") in consideration of the payment by the Corporation of an upfront rental payment (the "Site Lease Payment") which is sufficient to provide financing for a portion of the costs of the Project; and

WHEREAS, the Corporation has agreed to sublease the Leased Property back to the County pursuant to a Lease Agreement (the "Lease Agreement") in consideration of the payment by the County of lease payments (the "Lease Payments") for the use and occupancy of the Leased Property; and

WHEREAS, in order to raise the funds needed to pay the Site Lease Payment to the County, the Corporation has agreed to assign certain of its rights under the Site Lease and the Lease Agreement, including the right to receive and enforce payment of the Lease Payments, to Webster Bank, National Association, a national banking association (the "Assignee"), which will provide financing for all or a portion of the cost of the Project in a principal amount not to exceed \$2,500,000, under an Assignment Agreement (the "Assignment Agreement") between the Corporation and the Assignee; and

WHEREAS, under the Lease Agreement, the County will hold and disburse funds derived from the Site Lease Payment for the purpose of paying all or a portion of the costs of the Project and related costs; and

WHEREAS, this Board of Supervisors (the "Board") deems it for the benefit of the County and for the efficient and effective administration thereof to enter into the Site Lease and the Lease Agreement, substantially in the forms presented to the Board at this meeting, and the other documentation related to the financing of the Project on the terms and conditions therein provided; and

WHEREAS, the information required to be obtained and disclosed by the Board with respect to the Agreement by Government Code 5852.1 is set forth in Exhibit A to this Resolution;

* * * * *

NOW, THEREFORE, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.
2. Approval of Documents. The forms of the Site Lease and the Lease Agreement presented to this meeting, and on file with the Clerk of the Board, are hereby found and determined to be in the best interests of the County to finance all or a portion of the cost of the Project, and are hereby approved.

The Chairman of the Board, the County Administrative Officer, the County Treasurer-Tax Collector, and the County Auditor-Controller (each an "Authorized Officer") are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Site Lease and the Lease Agreement in said forms, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of the approval of any such changes or additions; provided, however, that the principal amount represented by the Lease Agreement shall not exceed \$2,500,000, and the interest rate under the Lease Agreement shall not exceed 5.00%. An Authorized Officer is hereby authorized and directed for and on behalf of the County to execute, and the Clerk of the Board is hereby authorized and directed to attest, the final form of each such agreement.

3. Assignment of Rights. The Board hereby approves the assignment by the Corporation of certain of its rights under the Site Lease and the Lease Agreement, including the right to receive and enforce the payment of the Lease Payments, to the Assignee, pursuant to the Assignment Agreement.

4. Other Actions Authorized. Each of the Authorized Officers and each of the other officers and employees of the County shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby, including without limitation the execution and delivery any closing certificates and the recordation of documents with the County Recorder, and to take all action necessary in conformity therewith. Whenever in this resolution any officer of the County is authorized to execute or attest any document or take any action, such execution, attestation or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable, and any references to any officer of the County shall include any person holding such office in an "interim" or "acting" capacity. All actions previously taken by an Authorized Officer or other officers of the County in furtherance of this Resolution are hereby ratified and approved.

5. No General Liability. Nothing contained in this Resolution, the Site Lease, the Lease Agreement, or any other instrument shall be construed with respect to the County as incurring a pecuniary liability or charge upon the general credit of the County or against its taxing power of the County, nor shall the breach of any agreement or covenant contained in Site Lease, the Lease Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the County or any charge upon its general credit or against its taxing power, except to the extent that the Lease Payments as defined in and payable under the Lease Agreement are limited obligations of the County, subject to annual appropriation by this Board, as provided in the Lease Agreement.

6. Appointment of Authorized County Representatives. Each of the Authorized Officers is hereby designated to act as authorized representatives of the County for purposes of the Site Lease and the Lease Agreement until such time as the Board shall designate any other or different authorized representative for purposes thereof.

7. Professional Services. The appointments of Jones Hall, A Professional Law Corporation, as special counsel to the County in connection with the financing contemplated by this Resolution, and KNN Public Finance, LLC, as municipal advisor to the County in connection with the financing contemplated by this Resolution, are hereby ratified and confirmed.

8. Adoption; Effective Date. This resolution shall take effect upon adoption by 4/5 of the members of the Board of Supervisors, and shall take effect upon adoption.

The foregoing Resolution was adopted at a meeting of the County of Plumas Board of Supervisors
on _____, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

By: _____
Chair, County of Plumas Board of Supervisors

CERTIFIED TO BE A TRUE AND CORRECT COPY:

Clerk of the Board, County of Plumas

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

The good faith estimates set forth herein are provided with respect to the Lease Agreement in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the County by KNN Public Finance, LLC, the County's Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the County that, based on the financing plan, its good faith estimate of the aggregate principal amount of the Lease Payments under the Lease Agreement is \$1,455,000.00 (the "Estimated Principal Amount").

True Interest Cost. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, its good faith estimate of the true interest cost with respect to the Lease Payments under the Lease Agreement, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the proceeds received, is 4.577721%.

Finance Charge. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Lease Payments, its good faith estimate of the finance charge with respect to the Lease Agreement, which means the sum of all fees and charges paid to third parties and other costs associated with the Lease Agreement, is \$52,907.14. Such fees and charges include fees for special counsel, municipal advisor, and publication costs.

Amount of Proceeds to be Received. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Lease Payments, its good faith estimate of the amount of proceeds expected to be received from the Lease Agreement, less the finance charge estimated above, is \$1,402,092.86.

Total Payment Amount. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Lease Payments, its good faith estimate of the total payment amount, which means the sum total of all Lease Payments, plus the finance charge described above and not paid with the proceeds of the Lease Agreement, calculated to the final term of the Lease Agreement, is \$2,235,630.46.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Lease Payments, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the execution and delivery of the Lease Agreement being different than the date assumed for purposes of such estimates, (b) the actual principal amount of the Lease Payments being different from the Estimated Principal Amount, (c) the actual Lease Payments being different than the those assumed for purposes of such estimates, (d) the actual interest rate with respect to the Lease Payments being different than the assumed interest rate with respect thereto, or (e) alterations in the financing plan, delays in the financing, or a combination of such factors. The actual date of execution and delivery of the Lease Agreement and the actual principal amount of the Lease Payments will be determined by the County based on the timing of the need for proceeds and other factors. The actual interest rate borne by the Lease Payments may differ from those assumed.

RECORDING REQUESTED BY:
Stewart Title Guaranty Company

AND WHEN RECORDED

RETURN TO:

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Scott R. Ferguson, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE LEASE

This SITE LEASE (this "Site Lease"), dated as of August 1, 2024, is between the COUNTY OF PLUMAS, a political subdivision duly organized and existing under the Constitution and laws of the State of California (the "County"), as lessor, and the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California ("Corporation"), as lessee.

BACKGROUND:

1. The County has determined to acquire, construct and install certain energy saving improvements consisting of HVAC replacements and HVAC upgrades at the County Courthouse located at 520 Main Street in the City of Quincy, and the Courthouse Annex Building located at 260 County Hospital Road in the City of Quincy (the "Project"), to be installed by ENGIE Services U.S. Inc.

2. In order to finance the cost of the Project, the County has agreed to lease the real property consisting of the Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy (the "Leased Property"), which is described more fully in Appendix A attached hereto and made a part hereof, to the Corporation under this Site Lease in consideration of the payment by the Corporation of an upfront rental payment (the "Site Lease Payment") which is sufficient to provide financing for the costs of the Project.

3. The Corporation has agreed to sublease the Leased Property back to the County pursuant to the Lease Agreement dated as of August 1, 2024 (the "Lease"), which has been recorded concurrently herewith, in consideration of the payment by the County of lease payments (the "Lease Payments") for the use and occupancy of the Leased Property thereunder, in the exercise of the common powers of its members.

4. In order to raise the funds needed to pay the Site Lease Payment to the

County, the Corporation has assigned certain of its rights under this Site Lease and the Lease, including the right to receive and enforce payment of the Lease Payments, to Webster Bank, National Association, a national banking association (together with its successors and assigns, the "Assignee"), under an Assignment Agreement dated as of August 1, 2024 (the "Assignment Agreement"), which has been recorded concurrently herewith.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the County and the Corporation formally covenant, agree and bind themselves as follows:

SECTION 1. *Lease of Leased Property.* The County hereby leases to the Corporation, and the Corporation hereby leases from the County, the Leased Property on the terms and conditions hereinafter set forth. The County represents and covenants that it is the owner in fee of the Leased Property described on Exhibit A subject only to Permitted Encumbrances and that the Leased Property is properly zoned or approved for the uses contemplated by this Site Lease and the Lease.

SECTION 2. *Term; Possession.* The term of this Site Lease commences, and the Corporation becomes entitled to possession of the Leased Property, as of the date of recordation hereof. This Site Lease ends, and the right of the Corporation hereunder to possession of the Leased Property thereupon ceases, on the date on which all of the outstanding Lease Payments are paid in full, or provision is made for such payment in accordance with the Lease, and the Lease has been terminated in accordance with its terms.

SECTION 3. *Site Lease Payment.* The Corporation shall pay to the County as and for rental of the Leased Property hereunder, the Site Lease Payment in the amount of \$1,445,000 to be paid on the date of execution and delivery hereof. The Corporation shall cause the amount required for such purpose to be provided from the Assignee in accordance with the Assignment Agreement. No other amounts of rental will be due and payable by the Corporation for the use and occupancy of the leased property under this Site Lease.

SECTION 4. *Purpose of this Site Lease; Sublease Back to County.* The purpose for which the County agrees to lease the Leased Property to the Corporation hereunder is to enable the County to finance the Project. The Corporation hereby agrees to sublease the Leased Property back to the County under the Lease.

SECTION 5. *Assignments and Subleases.* The Corporation may not assign its rights under this Site Lease or sublet all or any portion of the Leased Property, except as provided in the Lease and the Assignment Agreement, without the prior written consent of the Assignee. Under the Lease, the County has consented to the assignment of this Site Lease to the Assignee.

SECTION 6. *Right of Entry.* The County reserves the right for any of its duly authorized representatives to enter upon the Leased Property, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 7. *Termination.* The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition as the Leased Property was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Property will remain thereon and title thereto will vest thereupon in the County for no additional consideration.

SECTION 8. *Default.* If the Corporation defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, and such default continues for 30 days following notice and demand for correction thereof to the Corporation, the County may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and this Site Lease may not be terminated by the County as a remedy for such default.

Notwithstanding the foregoing, so long as the Lease remains in effect, the County shall continue to pay the Lease Payments to the Assignee in accordance with the Assignment Agreement. In the event of the occurrence of an Event of Default under the Lease, the Corporation may (i) exercise the remedies provided in the Lease, (ii) use the Leased Property for any lawful purpose, subject to any applicable legal limitations or restrictions and (iii) exercise all options provided herein.

SECTION 9. *Amendments.* The Corporation and the County may at any time amend or modify any of the provisions of this Site Lease, but only with the prior written consent of the Assignee.

SECTION 10. *Quiet Enjoyment.* The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease and other Permitted Encumbrances.

SECTION 11. *Waiver of Personal Liability.* All liabilities under this Site Lease on the part of the Corporation are solely liabilities of the Corporation, and the County hereby releases each and every director and officer of the Corporation of and from any personal or individual liability under this Site Lease. No director or officer of the Corporation is at any time or under any circumstances individually or personally liable under this Site Lease for anything done or omitted to be done by the Corporation hereunder.

SECTION 12. *Taxes.* The County will pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon.

SECTION 13. *Eminent Domain.* If the whole or any part of the Leased Property, or any improvements thereon, are taken by eminent domain proceedings, the interest of the Corporation will be the aggregate amount of the then unpaid principal components of the Lease Payments payable under the Lease and the balance of the award, if any, will be paid to the County. The County hereby waives any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Leased Property through the eminent domain powers of the County.

SECTION 14. *Notices.* Any notice, request, complaint, demand or other communication under this Site Lease shall be given by first class mail or personal delivery

to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below.

Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the County and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the County:	County of Plumas 520 Main Street Quincy, CA 95971 Attention: _____ Email: _____
If to the Corporation:	Public Property Financing Corporation of California 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Attention: Secretary Email: smorton@munifinance.com
If to the Assignee:	Webster Bank, National Association 360 Lexington Avenue, 5th Floor New York, NY 10017 Attention: Public Sector Finance Email: publicfinance@websterbank.com

SECTION 15. *Governing Law.* This Site Lease is governed by the laws of the State of California.

SECTION 16. *Third Party Beneficiary.* The Assignee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

SECTION 17. *Binding Effect.* This Site Lease inures to the benefit of and is binding upon the Corporation, the County and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 18. *Severability of Invalid Provisions.* If any one or more of the provisions contained in this Site Lease are for any reason held to be invalid, illegal or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this Site Lease and such invalidity, illegality or unenforceability shall not affect any other provision of this Site Lease, and this Site Lease shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Corporation and the County each hereby declares that it would have entered into this Site Lease and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Site Lease may be held illegal, invalid or unenforceable.

SECTION 19. *Section Headings.* All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 20. *Execution in Counterparts.* This Site Lease may be executed in any number of counterparts, each of which is an original but all together constitute one and the same instrument. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Corporation and the County, all with the same force and effect as though the same counterpart had been executed by both the Corporation and the County.

SECTION 21. *Defined Terms.* All capitalized terms used herein and not otherwise defined have the respective meanings given those terms in the Lease.

IN WITNESS WHEREOF, the County and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF PLUMAS, as Lessor

By _____
Greg Hagwood
Chair, Board of Supervisors

Attest:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors

**PUBLIC PROPERTY FINANCING
CORPORATION OF
CALIFORNIA, as Lessee**

By _____
Bill Morton
President

FORM OF NOTARY ACKNOWLEDGMENT

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in County of Plumas, State of California, together with all buildings, facilities and other improvements constituting real property that are located thereon, and together with the right of ingress and egress:

APN _____

(End of Legal Description)

Date: August 14, 2024

To: Julie White, Plumas County

From: David Leifer and Bobby Cheung, KNN Public Finance, LLC

Re: Draft Staff Report Language for Plumas County Energy Saving Improvements Financings

Below is sample language that may be utilized for the staff report in connection with the upcoming County Board of Supervisors approval of the 2024 Plumas County Equipment Lease Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing.

Introduction and Purpose of the Financing

The Plumas County Board of Supervisors will consider several Resolutions to approve various documents with respect to the execution and delivery of the 2024 Plumas County Equipment Lease Purchase Agreement Financing (“2024 ELPA Financing”) and the 2024 Plumas County Lease/Leaseback Financing (“2024 Lease Financing”). Proceeds from the two transactions will finance certain energy savings projects on multiple County properties under an agreement with ENGIE Services U.S. The projects have a total cost of \$10,754,246. The County intends to contribute \$1.0 million of cash to the project and finance the remaining cost of \$9,754,246. Plumas County staff have worked diligently with the financing team over the past several months to prepare the structure and documentation of the 2024 ELPA Financing and the 2024 Lease/Leaseback Financing for the Board’s consideration.

The Energy Equipment and Generation Projects

The 2024 ELPA Financing and the 2024 Lease/Leaseback Financing are being issued to fund various energy conservation and generation projects at 24 County sites. These projects include \$960,842 for LED lighting upgrades, \$4,606,784 for HVAC replacement, \$260,316 for pump Variable Frequency Drives (VFDs), \$2,012,542 for a solar project, and \$2,913,762 for backup generators.

The 2024 ELPA Financing

The County will issue the 2024 ELPA Financing to finance all of the costs of the project scope except for the HVAC projects at the Annex Building and Courthouse Building. The 2024 ELPA Financing will be issued as a fixed-rate lease obligation that will pay principal annually and interest semi-annually for a term of 20 years at an interest rate of 4.58%.

The 2024 ELPA Financing structure is based upon an equipment lease agreement between the County of Plumas and Webster Bank, National Association (“Webster Bank”). Webster Bank was selected via a competitive request for proposals process.

The documents to be approved by the Board of Supervisors are summarized below:

1. **County Board of Supervisors Financing Resolution:** The Resolution approves the form of each of the following documents, as well as key parameters for the 2024 ELPA Financing. The Resolution directs County staff to complete the transaction, provided that the parameters specified in the Resolution are met.
2. **Equipment Lease Purchase Agreement:** Plumas County will enter into an equipment lease with Webster Bank. Under the 2024 ELPA, the County will lease the equipment from Webster Bank in return for rental payments representing repayment of the financing. The 2024 ELPA contains the terms and conditions of the lease financing between the County and Webster Bank.
3. **Escrow Agreement:** Plumas County will enter into an Escrow Agreement with U.S. Bank National Association, who will hold and administer the proceeds of the ELPA Financing and distribute the funds to the County as reimbursement for the costs of the energy savings equipment in installments as the various project components are completed.

The 2024 Lease/Leaseback Financing

The County will issue the 2024 Lease/Leaseback Financing to finance the cost of the HVAC projects at the Annex Building and Courthouse Building. The cost of these projects cannot be included in the 2024 ELPA Financing because the facilities are currently subject to the County's 2015 Lease Financing, which established an existing lien at those sites that cannot be subordinated.

The 2024 Lease/Leaseback Financing will be issued as a fixed-rate lease obligation that will pay principal annually and interest semi-annually for a term of 20 years at an interest rate of 4.58%. The 2024 Lease/Leaseback Financing is structured as a lease/leaseback arrangement between the County and the Public Property Financing Corporation of California (PPFCC): The County will lease the Plumas County Animal Shelter to the PPFCC pursuant to the Site Lease; the County will simultaneously sublease the property back from the PPFCC pursuant to the Lease Agreement; the rental payments made by the County under the Lease Agreement are assigned by the PPFCC to Webster Bank, pursuant to an Assignment Agreement. The

The documents to be approved by the Board of Supervisors are summarized below:

1. **County Board of Supervisors Financing Resolution:** The Resolution approves the form of each of the following documents, as well as key parameters for the 2024 Lease/Leaseback Financing. The Resolution directs County staff to complete the transaction, provided that the parameters specified in the Resolution are met.
2. **Site Lease:** Plumas County will lease the Plumas County Animal Shelter to the PPFCC under the Ground Lease.
3. **Lease Agreement:** Plumas County will simultaneously sublease the Plumas County Animal Shelter back from the PPFCC under the Lease Agreement.
4. **Assignment Agreement:** Under the Assignment Agreement, the PPFCC assigns its rights to receive Lease Payments under the Lease Agreement, and the PPFCC's rights to enforce the Lease Agreement, to Webster Bank.

Appointment of Professionals (if needed)

For this transaction, the County Board of Supervisors approves professional agreements with KNN Public Finance, LLC as Municipal Advisor to the County of Plumas, and Jones Hall, A Professional Law Corporation, as Bond Counsel to the County of Plumas.



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

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: August 20, 2024

SUBJECT: 2.A.) Adopt **RESOLUTION** authorizing the execution and delivery of an equipment lease/purchase agreement with respect to the acquisition, financing, and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. Roll call vote

2.B.) Approve and authorize Chair to sign an agreement between Plumas County and Public Property Financing Corporation of California for the lease of real property consisting of the Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy; effective August 20, 2024; not to exceed; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Recommendation:

2.A.) Adopt **RESOLUTION** authorizing the execution and delivery of an equipment lease/purchase agreement with respect to the acquisition, financing, and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

2.B.) Approve and authorize Chair to sign an agreement between Plumas County and Public Property Financing Corporation of California for the lease of real property consisting of the Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy; effective August 20, 2024; not to exceed; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

The Plumas County Board of Supervisors will consider several Resolutions to approve various documents with respect to the execution and delivery of the 2024 Plumas County Equipment Lease Purchase Agreement Financing ("2024 ELPA Financing") and the 2024 Plumas County Lease/Leaseback Financing ("2024 Lease Financing"). Proceeds from the two transactions will finance certain energy savings projects on multiple County properties under an agreement with ENGIE Services U.S. The projects have a total cost of \$10,754,246. The County intends to contribute \$1.0 million of cash to the project and finance the remaining cost of \$9,754,246. The \$1.0 million will come from the County General Fund and Plumas County Health and Human Services budgets. Plumas County staff have worked diligently with the financing team over the past several months to prepare the structure and documentation of the 2024 ELPA Financing and the 2024 Lease/Leaseback Financing for the Board's consideration

Action:

2.A.) Adopt **RESOLUTION** authorizing the execution and delivery of an equipment lease/purchase agreement with respect to the acquisition, financing, and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

2.B.) Approve and authorize Chair to sign an agreement between Plumas County and Public Property Financing Corporation of California for the lease of real property consisting of the Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy; effective August 20, 2024; not to exceed; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact; as approved in FY24/25 recommended budget

Attachments:

1. County Resolution Plumas (Equipment Lease)
2. Lease Agreement Plumas (Lease-Leaseback)
3. Language for Staff Report (vF) 08 14 2024

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the County of Plumas, a political subdivision duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "County"), is authorized by the laws of the State of California to purchase, acquire and lease personal property for the benefit of the County and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the County desires to acquire and lease certain energy saving improvements consisting of interior and exterior building lighting, street lighting, HVAC replacements, mechanical and HVAC upgrades, photovoltaic systems, and backup emergency generators, constituting personal property, necessary for the County to perform essential governmental functions in the estimated amount of \$8,353,637 (the "Equipment"); and

WHEREAS, in order to finance the acquisition and installation of the Equipment, the County proposes to enter into an Equipment Lease Purchase Agreement (the "Agreement") with Webster Bank, National Association, a national banking association (or one of its affiliates), as lessor (the "Lessor"), an Escrow Agreement (the "Escrow Agreement") with the Lessor and U.S. Bank National Association (or one of its affiliates), as escrow agent, which have been presented to this Board of Supervisors at this meeting; and

WHEREAS, in connection with the Agreement and the Escrow Agreement, there has been presented to this Board of Supervisors at this meeting certain additional closing documentation necessary to complete the closing (the "Closing Certificates"); and

WHEREAS, this Board of Supervisors (the "Board") deems it for the benefit of the County and for the efficient and effective administration thereof to enter into the Agreement and the Escrow Agreement, and the other documentation related to the financing of the Equipment for the acquisition and leasing of the Equipment on the terms and conditions therein provided; and

WHEREAS, the information required to be obtained and disclosed by the Board of Supervisors with respect to the Agreement by Government Code 5852.1 is set forth in Exhibit A to this Resolution;

NOW, THEREFORE, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement, in the form presented to the Board of Supervisors at this meeting, are in the best interests of the County for the acquisition, financing and leasing of the Equipment. Additionally, it is hereby found and determined that funds for the repayment of the financing or the cost of design, construction, and operation of the Equipment, or both, as required by the Agreement, are projected to be available from revenues resulting from sales of electricity or thermal energy from the Equipment or from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the County in the absence of the Equipment, or both.

2. Approval of Documents. The forms of the Agreement, the Escrow Agreement, and the Closing Certificates presented to this meeting, and on file with the Clerk of the Board of Supervisors, are hereby found and determined to be in the best interests of the County to finance the acquisition and installation of the Equipment and are hereby approved. The Chairman of the Board, the County Administrative Officer, the County Treasurer-Tax Collector, and the County Auditor-Controller (each an "Authorized Officer") are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Agreement, the Escrow Agreement and the Closing Certificates in said forms; provided, however, that the principal amount represented by

the Agreement shall not exceed \$9,000,000, and the interest rate under the Agreement shall not exceed 5.00%.

3. Other Actions Authorized. Each of the Authorized Officers and each of the other officers and employees of the County shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby (including the execution and delivery any Closing Certificates) and to take all action necessary in conformity therewith. Whenever in this resolution any officer of the County is authorized to execute or attest any document or take any action, such execution, attestation or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable, and any references to any officer of the County shall include any person holding such office in an "interim" or "acting" capacity. All actions previously taken by an Authorized Officer or other officers of the County in furtherance of this Resolution are hereby ratified and approved.

4. No General Liability. Nothing contained in this Resolution, the Agreement, the Escrow Agreement, the Closing Certificates, or any other instrument shall be construed with respect to the County as incurring a pecuniary liability or charge upon the general credit of the County or against its taxing power of the County, nor shall the breach of any agreement or covenant contained in the Agreement, the Escrow Agreement, the Closing Certificates, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the County or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments as defined in and payable under the Agreement are limited obligations of the County, subject to annual appropriation by this Board of Supervisors, as provided in the Agreement.

5. Appointment of Authorized County Representatives. Each of the Authorized Officers is hereby designated to act as authorized representatives of the County for purposes of the Agreement and the Escrow Agreement until such time as the Board of Supervisors shall designate any other or different authorized representative for purposes of the Agreement or the Escrow Agreement.

6. Professional Services. The appointments of Jones Hall, A Professional Law Corporation, as special counsel to the County in connection with the financing contemplated by this Resolution, and KNN Public Finance, LLC, as municipal advisor to the County in connection with the financing contemplated by this Resolution, are hereby ratified and confirmed.

7. Adoption; Effective Date. This resolution shall take effect upon adoption by 4/5 of the members of the Board of Supervisors and shall take effect upon adoption.

The foregoing Resolution was adopted at a meeting of the County of Plumas Board of Supervisors on _____, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Chair, County of Plumas Board of Supervisors

CERTIFIED TO BE A TRUE AND CORRECT COPY:

Clerk of the Board, County of Plumas

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

The good faith estimates set forth herein are provided with respect to the Agreement in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the County by KNN Public Finance, LLC, the County's Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the County that, based on the financing plan, its good faith estimate of the aggregate principal amount of the Rental Payments under the Agreement is \$8,455,000.00 (the "Estimated Principal Amount").

True Interest Cost. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, its good faith estimate of the true interest cost with respect to the Rental Payments under the Agreement, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the proceeds received, is 4.577725%,

Finance Charge. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Rental Payments, its good faith estimate of the finance charge with respect to the Agreement, which means the sum of all fees and charges paid to third parties and other costs associated with the Agreement, is \$97,570.36. Such fees and charges include fees for special counsel, municipal advisor, and publication costs.

Amount of Proceeds to be Received. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Rental Payments, its good faith estimate of the amount of proceeds expected to be received from the Agreement, less the finance charge estimated above, is \$8,357,429.64.

Total Payment Amount. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Rental Payments, its good faith estimate of the total payment amount, which means the sum total of all Rental Payments, plus the finance charge described above and not paid with the proceeds of the Agreement, calculated to the final term of the Agreement, is \$12,999,423.57.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Rental Payments, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the execution and delivery of the Agreement being different than the date assumed for purposes of such estimates, (b) the actual principal amount of the Rental Payments being different from the Estimated Principal Amount, (c) the actual Rental Payments being different than the those assumed for purposes of such estimates, (d) the actual interest rate with respect to the Rental Payments being different than the assumed interest rate with respect thereto, or (e) alterations in the financing plan, delays in the financing, or a combination of such factors. The actual date of execution and delivery of the Agreement and the actual principal amount of the Rental Payments will be determined by the County based on the timing of the need for proceeds and other factors. The actual interest rate borne by the Rental Payments may differ from those assumed.

RECORDING REQUESTED BY:
Cal-Sierra Title Company

AND WHEN RECORDED
RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Scott R. Ferguson, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease"), dated as of August 1, 2024, is between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), as lessor, and the COUNTY OF PLUMAS, a political subdivision duly organized and existing under the Constitution and laws of the State of California (the "County"), as lessee.

BACKGROUND:

1. The County has determined to acquire, construct and install certain energy saving improvements consisting of HVAC replacements and HVAC upgrades at the County Courthouse located at 520 Main Street in the City of Quincy, and the Courthouse Annex Building located at 260 County Hospital Road in the City of Quincy (the "Project"), to be installed by ENGIE Services U.S. Inc.

2. In order to finance the cost of the Project, the County has agreed to lease the real property consisting of the existing Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy (the "Leased Property"), which is described more fully in Appendix A attached hereto and made a part hereof, to the Corporation under a Site Lease dated as of August 1, 2024 (the "Site Lease"), which has been recorded concurrently herewith, in consideration of the payment by the Corporation of an upfront rental payment (the "Site Lease Payment") which is sufficient to provide financing for the costs of the Project.

3. The Corporation has agreed to sublease the Leased Property back to the County pursuant to this Lease in consideration of the payment by the County of lease payments (the "Lease Payments") for the use and occupancy of the Leased Property hereunder, in the exercise of the common powers of its members.

4. In order to raise the funds needed to pay the Site Lease Payment to the County, the Corporation has assigned certain of its rights under the Site Lease and this Lease, including the right to receive and enforce payment of the Lease Payments, to Webster Bank, National Association, a national banking association (together with its successors and assigns, the "Assignee"), under an Assignment Agreement dated as of August 1, 2024 (the "Assignment Agreement"), between the Corporation and the Assignee, which has been recorded concurrently herewith.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the County and the Corporation formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. *Definitions.* All terms defined in this Section 1.1 have the respective meanings herein specified for all purposes of this Lease. Terms defined in the recitals of this Lease and not otherwise defined in this Section 1.1 have the respective meanings given such terms in the recitals.

"Additional Payments" means any and all amounts payable by the County hereunder (other than Lease Payments), including rebate payments to the federal government.

"Applicable Environmental Laws" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq.; the Clean Water Act, 33 U.S.C. Section 1321 et seq.; the Resource Conservation and Recovery Act, 42 USC Sections 6901 et seq.; the California Hazardous Waste Control Law, California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code sections 25300 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Asbestos Hazard Emergency Response Act and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, and any so called local, state or federal "superfund" or "superlien" law, in each case, as each of the foregoing may be amended and in each case including the regulations under each of the foregoing, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;

- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

“Assignee” means Webster Bank, National Association, a national banking association, and its successors and assigns as assignee of certain rights of the Corporation hereunder, and its successors and assigns.

“Assignment Agreement” means the Assignment Agreement dated as of August 1, 2024, between the Corporation, as assignor, and the Assignee, as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

“Bond Counsel” means Jones Hall, A Professional Law Corporation, or any attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

“Business Day” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State of California.

“Closing Date” means the date of execution and delivery of this Lease by the parties hereto, being August 20, 2024.

“Corporation” means the Public Property Financing Corporation of California, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California.

“County” means the County of Plumas, a political subdivision duly organized and existing under the Constitution and laws of the State of California.

“Event of Default” means any of the events of default as defined in Section 8.1.

“Federal Securities” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“Fiscal Year” means each twelve-month period during the Term of this Lease commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the County as its fiscal year period.

“Hazardous Substance” any substance that is, at any time, listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or is determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the facilities, wastes,

petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

“Interest Rate” means an interest rate of 4.58% per annum applicable to the Lease Payments.

“Lease” means this Lease Agreement dated as of August 1, 2024, between the Corporation, as lessor, and the County, as lessee, as originally executed or as thereafter amended under any duly authorized and executed amendments hereto.

“Lease Payment” means all payments required to be paid by the County under Section 4.3, including any prepayment thereof under Sections 9.2 or 9.3. If the County and the Corporation amend this Lease pursuant to Section 7.6 for the purpose of providing a schedule of supplemental Lease Payments relating to any additional funding provided for the Project by the Assignee, such supplemental Lease Payments shall thereafter constitute Lease Payments for all purpose of this Lease.

“Lease Payment Date” means June 1 and December 1 of each year, commencing June 1, 2025, and continuing to and including the date on which the Lease Payments are paid in full.

“Leased Property” means the real property more particularly described in Appendix A, including the structures situated thereon, consisting of the existing Plumas County Animal Shelter located at 201 North Mill Creek Road in the City of Quincy. From and after the date of any substitution of property under Section 4.6 or release of property under Section 4.7, the term “Leased Property” means the real property that remains subject to this Lease following such substitution or release.

“Net Proceeds” means amounts derived from any policy of casualty insurance or title insurance with respect to the Leased Property, or the proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings (including sale under threat of such proceedings), to the extent remaining after payment therefrom of all expenses incurred in the collection and administration thereof.

“Permitted Encumbrances” means, as of any time:

- (a) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the County may permit to remain unpaid under Article VI of this Lease;
- (b) the Site Lease, this Lease and the Assignment Agreement;
- (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law;
- (d) the exceptions disclosed in the title insurance policy issued by Cal-Sierra Title Company with respect to the Leased Property in connection with this Lease, which the County certifies in writing to the Corporation and the Assignee will not interfere with the County’s beneficial use and enjoyment of, or otherwise adversely affect the intended use of, the Leased Property, or adversely affect the rights and interests of the Corporation or the

Assignee under this Lease, the Site Lease or the Assignment Agreement;
and

- (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record.

“Project Fund” means the fund by that name established by the County under Section 3.2 hereof for the purpose of paying a portion of the cost of the Project.

“Rental Period” means each period during the Term of the Lease commencing on and including July 1 in each year and extending to and including the next succeeding June 30. The first Rental Period begins on the Closing Date and ends on June 30, 2025.

“Site Lease Payment” means the amount of \$1,445,000 which constitutes an upfront rental payment for the lease of the Leased Property by the County to the Corporation under the Site Lease, which is payable pursuant to and in accordance with Section 3 of the Site Lease and Section 4 of the Assignment Agreement.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

“Taxable Equivalent Rate” means 5.80%.

“Term of this Lease” or “Term” means the time during which this Lease is in effect, as provided in Section 4.2.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term “may” is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who “may” take such action shall be under no obligation to do so.

ARTICLE II
COVENANTS, REPRESENTATIONS AND
WARRANTIES

SECTION 2.1. *Covenants, Representations and Warranties of the County.* The County makes the following covenants, representations and warranties to the Corporation as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The County is a political subdivision duly organized and existing under the Constitution and laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into the Site Lease and this Lease and to carry out and consummate all transactions contemplated thereby and hereby, and by proper action the County has duly authorized the execution and delivery of the Site Lease and this Lease.
- (b) Due Execution. The representatives of the County executing the Site Lease and this Lease have been fully authorized to execute the same under a resolution duly adopted by the Board of Supervisors of the County.
- (c) Valid, Binding and Enforceable Obligations. The Site Lease and this Lease have each been duly authorized, executed and delivered by the County and each constitutes the legal, valid and binding agreement of the County enforceable against the County in accordance with its terms.
- (d) No Conflicts. The execution and delivery of the Site Lease and this Lease the consummation of the transactions therein and herein contemplated, and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the County is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the County, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease or this Lease or the financial condition, assets, properties or operations of the County.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the County or of the voters of the County, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is

necessary in connection with the execution and delivery by the County of the Site Lease and this Lease, or the consummation of any transaction therein or herein contemplated, except as have been obtained or made and as are in full force and effect, or except as would not materially adversely affect the transactions contemplated hereby.

- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the County after reasonable investigation, threatened against or affecting the County or the assets, properties or operations of the County which, if determined adversely to the County or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease or this Lease or upon the financial condition, assets, properties or operations of the County, and the County is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease or this Lease, or the financial condition, assets, properties or operations of the County.
- (g) Essential Purpose. The Leased Property and the financing pursuant to this Lease and the Assignment Agreement are essential to the County's efficient and economic operation, and are in the best interests of the County. During the term of this Lease, the Leased Property will be used by the County only for the purpose of performing one or more essential functions of the County consistent with the permissible scope of the County's authority.
- (h) Available Funds. The County has funds available for the payment of Lease Payments due during the current Fiscal Year and reasonably believes that sufficient funds can be obtained to make all Lease Payments and payments of other amounts required to be paid hereunder.
- (i) No Defaults. The County has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease, or under any of its bonds, notes, or other debt obligations.
- (j) Title to Leased Property. The County is the owner in fee of the Leased Property and title to the Leased Property shall remain in the County, subject to the rights of the Corporation hereunder and under the Site Lease and subject to Permitted Encumbrances.
- (k) Encumbrances. No lien or encumbrance on the Leased Property materially impairs the County's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held.

This Lease is the only lease that encumbers the Leased Property. The Leased Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the County's use of the Leased Property as contemplated in this Lease.

- (l) Flood Hazard. The Leased Property is not located in a "Special Flood Hazard Area" shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map used in connection with the National Flood Insurance Program and has not been subject to material damage from flooding
- (m) Insured Value. The insured value of the Leased Property, based on replacement cost, is not less than the aggregate principal component of all of the Lease Payments.
- (n) Useful Life. The buildings located on the Leased Property have a remaining useful life that extends to at least June 1, 2044.
- (o) Hazardous Materials. To the best of the County's knowledge, the Leased Property is free of all hazardous materials that would impair the County's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held or that will materially adversely affect the ability of the County to perform its obligations under this Lease.
- (p) Financial Statements. The financial statements of the County for the year ended June 30, 2022, supplied to the Assignee fairly present the County's financial condition as of the date of the statements. Other than as described in such financial statements or otherwise disclosed to the Assignee, there has been no material adverse change in the County's financial condition subsequent to June 30, 2022.
- (q) Taxes and Assessments. All taxes, assessments or impositions of any kind with respect to the Leased Property, except current taxes, have been paid.
- (r) The Leased Property. The County has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the Assignee's interest in any property now or hereafter included in the Leased Property shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Lease.

SECTION 2.2. *Covenants, Representations and Warranties of the Corporation.* The Corporation makes the following covenants, representations and warranties to the County as of the date of the execution and delivery of this Lease:

- (a) Due Organization and Existence. The Corporation is a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, has full legal right, power and authority to enter into the Site Lease, this Lease and the Assignment Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery of the Site Lease, this Lease and the Assignment Agreement.
- (b) Due Execution. The representatives of the Corporation executing the Site Lease, this Lease and the Assignment Agreement are fully authorized to execute the same under official action taken by the governing board of the Corporation.
- (c) Valid, Binding and Enforceable Obligations. The Site Lease, this Lease and the Assignment Agreement have been duly authorized, executed and delivered by the Corporation and constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.
- (d) No Conflicts. The execution and delivery of the Site Lease, this Lease and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, this Lease or the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.
- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery by the Corporation of the Site Lease, this Lease or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect, or except as would not materially adversely effect the transactions contemplated hereby.

- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease, this Lease or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, this Lease or the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.
- (g) Maintenance of Existence. The Corporation shall maintain its existence under the laws of the State of California at all times during the Term hereof.
- (h) Not a Municipal Advisor. The Corporation is not acting as a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and the related final rules, or otherwise serving as an agent or fiduciary of the County.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS; PROJECT FUND

SECTION 3.1. *Deposit of and Application of Funds.* On the Closing Date, the Corporation shall cause the amount of \$1,445,000, constituting the full amount of the Site Lease Payment, to be applied as follows:

- (a) \$44,391.00 shall be [deposited into the Project Fund which is established under this Lease] [disbursed by the Assignee in accordance with written instructions to be provided by the County], to be applied to pay the costs of the financing.
- (b) \$1,400,609.00, constituting the remainder of the Site Lease Payment, shall be deposited into the Project Fund which is established under this Lease, to be applied to pay the costs of the Project as provided herein.

SECTION 3.2. *Project Fund; Construction of Project.*

- (a) The County hereby establishes the Project Fund as a separate fund into which the deposit(s) referenced under Section 3.1 above shall be

deposited. The Project Fund shall be established and held by the County with a depository bank, separate from other County funds. From time to time, the County will disburse funds from the Project Fund to pay costs of the Project, to the contractor or other payee until all proceeds thereof have been disbursed.

- (b) The County will enter into, administer and enforce all purchase orders or other contracts relating to the acquisition, construction and installation of the Project. The County will pay the costs of the Project to be financed with proceeds of this Lease from amounts on deposit in the Project Fund, under and in accordance with the provisions hereof. All contracts for, and all work relating to, the acquisition and construction of the Project shall be subject to all applicable provisions of law relating to the acquisition, construction, improvement, and installation of like facilities and property by the County.

SECTION 3.3. *Completion of Project; Certification of Completion.* The County expects that the Project will be substantially completed by _____, 20____. The failure to complete the Project by such date will not constitute an Event of Default hereunder or a grounds for termination of this Lease.

Upon the completion of the acquisition and construction of the Project, but in any event not later than 30 days following such completion, the County shall execute and deliver to the Assignee a written certificate that:

- (a) states that the acquisition, construction and installation of the Project has been substantially completed, and
- (b) identifies the amounts, if any, to remain on deposit in the Project Fund for payment of costs of the Project thereafter.

Any amounts remain on deposit in the Project Fund upon completion of the Project (the "Excess Project Funds") shall be withdrawn from the Project Fund and applied to pay or prepay the Lease Payments as set forth in Section 9.2(b).

ARTICLE IV

LEASE OF LEASED PROPERTY; LEASE PAYMENTS

SECTION 4.1. *Lease of Leased Property by County to Corporation.* For and in consideration of the application by the Corporation of funds in accordance with Section 3.1, the County has leased the Leased Property to the Corporation under the Site Lease. For and in consideration of the Lease Payments to be made by the County hereunder, the Corporation hereby leases the Leased Property to the County and the County hereby leases the Leased Property from the Corporation, upon the terms and provisions hereof.

SECTION 4.2. *Term.* The Term of this Lease commences on the Closing Date and ends on the date on which all of the Lease Payments have been paid in full. If the obligation of the County to pay Lease Payments is abated for any period under Section 6.3 hereof, the term of this Lease shall extend until such time as all Lease Payments have

been paid in full, provided that the term of this Lease shall not extend more than ten years following the last Lease Payment Date shown on Appendix B.

SECTION 4.3. *Lease Payments.*

(a) Obligation to Pay. Subject to the provisions of Section 6.3 and the provisions of Article IX, the County agrees to pay to the Corporation, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Appendix B attached hereto and by this reference incorporated herein (including any schedule of supplemental Lease Payments as provided in Section 7.6), to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Appendix B or as specified in such schedule of supplemental Lease Payments.

The Lease Payments payable in any Rental Period with respect to the Leased Property shall be for the use of the Leased Property during such Rental Period.

The interest components of the Lease Payments have been calculated based on the unpaid principal components of the Lease Payments and an interest rate of 4.58% per annum, on the basis of a 360-day year of twelve 30-day months. If the County and the Corporation amend this Lease pursuant to Section 7.6 for the purpose of providing a schedule of supplemental Lease Payments relating to any additional funding provided for the Project by the Assignee, the interest components of such supplemental Lease Payments shall be calculated at the interest rate which is identified in such schedule.

(b) Effect of Prepayment. If the County prepays all Lease Payments in full under Sections 9.2(a) or 9.3, the County's obligations under this Section will thereupon cease and terminate. If the County prepays the Lease Payments in part but not in whole under Sections 9.2(b) or 9.3, the remaining Lease Payments will be reduced such that approximately level Lease Payments prevail following such prepayment, as set forth in a revised schedule of Lease Payments which is provided to the County by the Assignee and shall supersede and replace the existing schedule of Lease Payments set forth on Appendix B hereto without the need for further amendment to this Lease.

(c) Rate on Overdue Payments. If the County fails to make any of the payments required in this Section 4.3, the payment in default will continue as an obligation of the County until the amount in default has been fully paid, and the County agrees to pay the same with interest thereon, from the date of default to the date of payment at the rate of 5% per annum.

(d) Taxable Equivalent Rate. If it is determined that any of the interest components of Lease Payments may not be excluded from gross income for purposes of federal income taxation due to any action or inaction by the County, the Interest Rate shall be adjusted to the Taxable Equivalent Rate for the remainder of the term of this Lease.

(e) Fair Rental Value. The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and will be paid by the County in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments represent the fair rental value of the Leased

Property. In making this determination, consideration has been given to the estimated fair market value of the Leased Property, the replacement cost of the Leased Property, the costs of financing the deposit required to be made under Section 3.1, other obligations of the County and the Corporation under this Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the County and the general public.

(f) Source of Payments; Budget and Appropriation. The Lease Payments are payable from any source of legally available funds of the County, subject to the provisions of Sections 6.3 and 9.1. The County covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the County herein contained constitute duties imposed by law and it is the duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the County.

(g) Assignment. The County understands and agrees that all Lease Payments have been assigned by the Corporation to the Assignee under the Assignment Agreement, and the County hereby assents to such assignment. The Corporation hereby directs the County, and the County hereby agrees, to pay to the Assignee all payments payable by the County under this Section 4.3 and all amounts payable by the County under Article IX.

SECTION 4.4. *Quiet Enjoyment.* Throughout the Term of this Lease, the Corporation will provide the County with quiet use and enjoyment of the Leased Property and the County will peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease. The Corporation will, at the request of the County and at the County's cost, join in any legal action in which the County asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation has the right to inspect the Leased Property as provided in Section 7.2.

SECTION 4.5. *Title.* At all times during the Term of this Lease, the Corporation shall hold leasehold title to the Leased Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Corporation in and to the Leased Property shall be transferred to and vested in the County. Upon the payment in full of all Lease Payments allocable to the Leased Property, or upon the deposit by the County of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation in and to the Leased Property shall be transferred to and vested in the County. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the County to consummate any such transfer of title.

SECTION 4.6. *Substitution of Property.* With the prior written consent of the Assignee (which shall not be unreasonably withheld), the County may substitute other unencumbered real property (the "Substitute Property") for the Leased Property or any

portion thereof (the "Former Property"), provided that the County has satisfied all of the following requirements which are hereby declared to be conditions precedent to such substitution:

- (a) No Event of Default has occurred and is continuing.
- (b) The County has filed with the Corporation and the Assignee, and caused to be recorded in the Office of the Plumas County Recorder sufficient memorialization of, an amended Appendix A to this Lease which adds thereto a description of such Substitute Property and deletes therefrom the description of such Former Property.
- (c) The County has obtained a CLTA policy of title insurance insuring the County's leasehold estate hereunder in the Substitute Property, subject only to Permitted Encumbrances, in an amount at least equal to the aggregate unpaid principal components of the Lease Payments and naming the Assignee as an additional insured.
- (d) The County has certified in writing to the Corporation and the Assignee that such Substitute Property serves the governmental purposes of the County and constitutes property which the County is permitted to lease under the laws of the State of California.
- (e) The Substitute Property does not cause the County to violate any of its covenants, representations and warranties made herein. No event giving rise to an abatement of Lease Payments has occurred or is continuing with respect to the Substitute Property.
- (f) The County has certified in writing to the Corporation and the Assignee that the estimated value and the estimated fair rental value of the Leased Property, after giving effect to the proposed substitution, are no less than the maximum annual Lease Payments remaining unpaid hereunder at the time of the proposed substitution.
- (g) The County has delivered to the Corporation and the Assignee an opinion of Bond Counsel to the effect that such substitution of Leased Property will not, in and of itself, cause the interest component of Lease Payments to be included in gross income for federal income tax purposes.
- (h) No event giving rise to an abatement of Lease Payments has occurred or is continuing with respect to the Substitute Property.

SECTION 4.7. *Release of Property.* With the prior written consent of the Assignee, the County may release any portion of the Leased Property from this Lease (the "Released Property") provided that the County has satisfied all of the following requirements which are hereby declared to be conditions precedent to such release:

- (a) No Event of Default has occurred and is continuing.

- (b) The County has filed with the Corporation and the Assignee, and caused to be recorded in the Office of the Plumas County Recorder sufficient memorialization of, an amendment hereof which removes the Released Property from this Lease.
- (c) The County has certified in writing to the Corporation and the Assignee that the value of the property that remains subject to this Lease following such release is at least equal to the aggregate unpaid principal components of the Lease Payments, and the fair rental value of the property which remains subject to this Lease following such release is at least equal to the Lease Payments thereafter coming due and payable hereunder, taking into consideration the factors set forth in Section 4.3(e).
- (d) The County has delivered to the Corporation and the Assignee an opinion of Bond Counsel to the effect that such release of Leased Property will not, in and of itself, cause the interest portion of Lease Payments to be included in income for federal income tax purposes.
- (e) No event giving rise to an abatement of Lease Payments has occurred or is continuing with respect to the property that remains subject to this Lease following such release.

Upon written consent of the Assignee and the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Property. The County is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Corporation and the County shall execute, deliver and cause to be recorded all documents required to discharge this Lease and the Assignment Agreement of record against the Released Property.

SECTION 4.8. *No Merger.* It is the express intention of the Corporation and the County that this Lease and the obligations of the parties hereunder are separate and distinct from the Site Lease and the obligations of the parties thereunder, and that during the term of the Site Lease and this Lease no merger of title or interest may occur or be deemed to occur as a result of the respective positions of the Corporation and the County thereunder and hereunder.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

SECTION 5.1. *Maintenance, Utilities, Taxes and Assessments.* Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the sole responsibility of the County, and the County will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation: janitor service, security, power, gas, telephone, internet, television, light, heating, water, sewer and all other utility services; and the County shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from

ordinary wear and tear or want of care on the part of the County or any assignee or sublessee thereof on the part of the County or any assignee.

In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The County waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the County under the terms of this Lease.

The County will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the County affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County is obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The County may, at the County's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation notifies the County that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the County will promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation.

SECTION 5.2. *Modification of Leased Property.* The County has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

SECTION 5.3. *Public Liability Insurance.* The County shall maintain or cause to be maintained throughout the Term of this Lease a standard comprehensive general insurance policy or policies in protection of the County, the Corporation and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such policy or policies shall provide coverage in such amount, and may be subject to such deductibles, as the County deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County, and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance. The County will apply the proceeds of such liability

insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

SECTION 5.4. *Casualty Insurance.*

(a) Requirement to Maintain Casualty Insurance. The County will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, casualty insurance against loss or damage to the buildings and other improvements at any time situated on the Leased Property by fire and lightning, with extended coverage insurance, vandalism and malicious mischief insurance and sprinkler system leakage insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance.

Such insurance shall be in an amount at least equal to the aggregate unpaid principal components of the Lease Payments, and may be subject to such deductibles as the County deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County, and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance. The County will apply the Net Proceeds of such insurance as provided in Article VI.

(b) Self-Insurance. As an alternative to providing the insurance required by this Section, the County may provide a self-insurance method or plan of protection if and to the extent such self-insurance method or plan of protection (i) affords reasonable coverage for the risks required to be insured against, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by public entities in the State of California other than the County, and (ii) has been approved in writing by the Assignee.

Before such other method or plan may be provided by the County, and annually thereafter so long as such method or plan is being provided to satisfy the requirements of this Lease, there shall be filed with the Corporation and the Assignee a certificate of an actuary, insurance consultant or other qualified person (who may be an employee of the County), stating that, in the opinion of the signer, the substitute method or plan of protection is in accordance with the requirements of this Section and, when effective, would afford reasonable coverage for the risks required to be insured against. There shall also be filed a certificate of the County setting forth the details of such substitute method or plan. In the event of loss covered by any such self-insurance method, the liability of the County hereunder shall be limited to the amounts in the self-insurance reserve fund or funds created under such method.

SECTION 5.5. *Rental Interruption Insurance.* The County will, at its own expense, procure and maintain, throughout the Term of this Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Leased Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24-month period.

Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County, and may be maintained in whole or in part in

the form of the participation by the County in a joint powers authority or other program providing pooled insurance. Such rental interruption or use and occupancy insurance shall not be self-insured and the County acknowledges that this requirement may limit its ability to self-insure under Section 5.4. The County will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

SECTION 5.6. *Worker's Compensation Insurance.* If required by applicable California law, the County shall carry worker's compensation insurance covering all employees on, in, near or about the Leased Property and, upon request, shall furnish to the Corporation certificates evidencing such coverage throughout the Term of this Lease.

SECTION 5.7. *Recordation Hereof; Title Insurance.* On or before the Closing Date, the County shall, at its expense, (a) cause the Assignment Agreement, the Site Lease and this Lease, or a memorandum hereof or thereof, to be recorded in the office of the Plumas County Recorder with respect to the Leased Property, and (b) obtain a CLTA title insurance policy insuring the Corporation's interests in the estate established hereunder in the Leased Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Lease Payments. The County will apply the Net Proceeds received under such title insurance policy to prepay the remaining Lease Payments under Section 9.3.

SECTION 5.8. *Form of Policies.* All insurance policies (or riders) required by this Article V shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States of America and qualified to do business in the State of California, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective.

Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 shall name the County and the Assignee as insured parties and the Assignee as loss payee and shall include a lender's loss payable endorsement for the benefit of the Assignee. Prior to the Closing Date, the County will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the County will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the County shall notify the Assignee of such fact.

SECTION 5.9. *Installation of County's Personal Property.* The County may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items shall remain the sole property of the County, in which the Corporation has no interest, and may be modified or removed by the County at any time. The County must repair and restore any and all damage to the Leased Property resulting from the installation, modification or removal of any such items.

Nothing in this Lease prevents the County from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase

price thereof, provided that no such lien or security interest may attach to any part of the Leased Property.

SECTION 5.10. *Liens.* The County will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than as herein contemplated and except for such encumbrances as the County certifies in writing to the Corporation do not materially and adversely affect the leasehold estate in the Leased Property hereunder and for which the Assignee approves in writing.

Except as expressly provided in this Article V, the County will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The County will reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

SECTION 5.11. *Advances.* If the County fails to perform any of its obligations under this Article V, the Corporation may take such action as may be necessary to cure such failure, including the advancement of money, and the County shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF PROCEEDS; ABATEMENT OF LEASE PAYMENTS

SECTION 6.1. *Deposit of Net Proceeds.* The Net Proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings, and the Net Proceeds of any policy of insurance maintained under Section 5.4, shall be paid to the County or the Corporation to be applied as set forth in Section 6.2.

SECTION 6.2. *Application of Net Proceeds.* If the Leased Property is taken in eminent domain proceedings at any time during the Term of this Lease, or if the Leased Property is damaged due to an insured casualty which is covered by a policy of insurance or a program of self-insurance maintained under Section 5.4, the County shall as soon as practicable after such event, with the prior written consent of the Assignee, apply the Net Proceeds resulting therefrom either to:

- (a) repair the Leased Property to full use;
- (b) replace the Leased Property, at the County's sole cost and expense, with property of equal or greater value to the Leased Property immediately prior to the time of the such destruction or damage, such replacement Leased Property to be subject to the Assignee's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement;

- (c) substitute additional property as provided in Section 4.6; or
- (d) prepay the Lease Payments in accordance with Section 9.3.

The County will notify the Corporation and the Assignee of which course of action it has elected to take within a reasonable time not to exceed 30 days after the occurrence of such eminent domain proceedings or such destruction or damage. Such repair, replacement, substitution or prepayment shall commence not later than 60 days after the occurrence of such taking, destruction or damage and be pursued diligently to completion. The Corporation may (but is not required to) in its own name or in the County's name execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy, and the County hereby grants to the Corporation a power of attorney coupled with an interest to accomplish all or any of the foregoing.

SECTION 6.3. *Abatement Due to Damage or Destruction.* The Lease Payments are subject to abatement during any period in which by reason of damage or destruction (other than by eminent domain which is hereinbefore provided for) there is substantial interference with the use and occupancy by the County of the Leased Property or any portion thereof.

The Lease Payments are subject to abatement in an amount determined jointly by the County and the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property not damaged or destroyed. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction.

In the event of any such damage or destruction, this Lease will continue in full force and effect and the County waives any right to terminate this Lease by virtue of any such damage and destruction.

Notwithstanding the foregoing, the Lease Payments are not subject to abatement to the extent that rental interruption insurance proceeds are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE COUNTY

SECTION 7.1. *Disclaimer of Warranties.* THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE COUNTY OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE COUNTY ACKNOWLEDGES THAT

THE CORPORATION IS NOT A MANUFACTURER OF ANY PORTION OF THE LEASED PROPERTY OR A DEALER THEREIN, THAT THE COUNTY LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE COUNTY.

In no event is the Corporation liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or use of the Leased Property by the County.

SECTION 7.2. *Access to the Leased Property.* The County agrees that the Corporation, and the Corporation's successors or assigns, has the right at all reasonable times, following at least 48 hours' written notice provided to the County, to enter upon and to examine and inspect the Leased Property or any part thereof. The County further agrees that the Corporation, and the Corporation's successors or assigns, shall have such rights of access to the Leased Property or any component thereof, following at least 48 hours written notice provided to the County, as may be reasonably necessary to cause the proper maintenance of the Leased Property if the County fails to perform its obligations hereunder. Neither the Corporation nor any of its assigns has any obligation to cause such proper maintenance.

SECTION 7.3. *Release and Indemnification Covenants.* The County hereby agrees to indemnify the Corporation, the Assignee and their respective directors, officers, employees, agents, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of

- (a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the County,
- (b) any breach or default on the part of the County in the performance of any of its obligations under this Lease,
- (c) any negligence or willful misconduct of the County or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property,
- (d) any intentional misconduct or negligence of any sublessee of the County with respect to the Leased Property,
- (e) the acquisition, construction, improvement and equipping of the Leased Property,
- (f) the use, presence, storage, disposal or clean-up of any Hazardous Substances or toxic wastes on the Leased Property,
- (g) the failure to comply with any Applicable Environmental Laws, or
- (h) any loss of the federal income tax exemption of the interest portion of Lease Payments and any interest or penalties imposed by the Internal Revenue Service on the Assignee in connection therewith, any such amount with respect to past Lease Payments to be paid to the Assignee in a single lump sum payment upon demand of the Assignee, and any such amount with

respect to future Lease Payments to be paid as an increase in the interest component of Lease Payments such that the after tax yield to the Assignee shall remain the same following the loss of the federal income tax exemption as it was before such loss of tax exemption.

No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or gross negligence under this Lease by the Corporation, the Assignee, or their respective officers, agents, employees, successors or assigns.

SECTION 7.4. *Assignment by the Corporation.* The Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the County hereunder, have been assigned to the Assignee under the Assignment Agreement. The County hereby consents to such assignment. Whenever in this Lease any reference is made to the Corporation and such reference concerns rights that the Corporation has assigned to the Assignee, such reference shall be deemed to refer to the Assignee.

The Corporation and the Assignee may make additional assignments of their interests herein in whole or in part to one or more assignees or subassignees, but no such assignment will be effective as against the County unless and until the Corporation or the Assignee has filed with the County written notice thereof; *provided*, that any such assignment, transfer or conveyance

- (a) shall be made only to investors each of whom the transferor Assignee reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act or an "*accredited investor*" as defined in Sections 501(a)(1), (2), (3) and (7) of Regulation D promulgated under the Securities Act and is purchasing this Lease (or any interest therein) for its own account with no present intention to resell or distribute this Lease (or interest therein), subject to each investor's right at any time to dispose of this Lease or any interest therein as it determines to be in its best interests,
- (b) shall not result in more than 35 owners of this Lease or the creation of any interest in this Lease in an aggregate principal component that is less than \$100,000 and
- (iii) shall not require the County to make Lease Payments, send notices or otherwise deal with respect to matters arising under this Lease with or to more than one trustee, owner, servicer or other fiduciary or agent.

The County shall pay all Lease Payments hereunder under the written direction of the Corporation or the assignee named in the most recent assignment or notice of assignment filed with the County. During the Term of this Lease, the County will keep a complete and accurate record of all such notices of assignment.

SECTION 7.5. *Assignment and Subleasing by the County.* This Lease may not be assigned by the County. With the prior written consent of the Assignee, the County may sublease the Leased Property, or any portion thereof, subject to all of the following conditions:

- (a) This Lease and the obligation of the County to make Lease Payments hereunder shall remain obligations of the County.
- (b) The County shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Assignee a true and complete copy of such sublease.
- (c) Any sublease shall be expressly subject and subordinate to this Lease.
- (d) No such sublease by the County may cause the Leased Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State of California.
- (e) The County shall furnish the Corporation and the Assignee with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State of California.

SECTION 7.6. *Amendment Hereof.* The Corporation and the County may at any time amend or modify any of the provisions of this Lease, but only with the prior written consent of the Assignee. Prior to the effective date of any such amendment, and as a condition precedent to the effectiveness thereof, the County at its expense shall obtain an opinion of Bond Counsel stating that such amendment will not adversely affect the exclusion from gross income of the interest component of the Lease Payments.

If the Assignee provides additional funding to the County for the acquisition, construction and improvement of the Project, the Corporation and the County shall amend this Lease for the purpose of providing a schedule of supplemental Lease Payments relating to such additional funding, and may amend this Lease and the Site Lease in any other respects as may be desirable to incorporate any terms and provisions relating to such additional funding, but in either event only with the prior written consent of the Assignee.

SECTION 7.7. *Tax Covenants.*

(a) Generally. The County will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The County will ensure that the proceeds of the Lease Payments are not so used as to cause the County's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The County will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease

Payments to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The County will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(e) Arbitrage Rebate. The County will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

(f) Record Retention. The County will retain its records of all accounting and monitoring it carries out with respect to this Lease for at least three years after this Lease matures or all Lease Payments are prepaid (whichever is earlier); however, if the Lease Payments are prepaid, the County will retain its records of accounting and monitoring at least three years after the earlier of the maturity or prepayment of the obligations that prepaid the Lease Payments.

(g) Compliance with Tax Certificate. The County will comply with the provisions of the Tax Certificate and the Use of Proceeds Certificate which are part of the transcript of the proceedings with respect to this Lease, which are incorporated herein as if fully set forth herein.

The covenants of this Section shall survive payment in full or defeasance of the Lease Payments.

SECTION 7.8 *Environmental Covenants.*

(a) Compliance with Laws; No Hazardous Substances. The County will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property.

(b) Notification of Assignee. The County will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the County will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substances that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notifications shall create any liability or obligation on the part of the Assignee.

(c) Access for Inspection. The County shall permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Leased Property during reasonable business hours for purposes of such independent investigation of compliance

with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

SECTION 7.9 *Financial Statements; Budgets.* Within nine months following the end of each Fiscal Year of the County during the Term of this Lease, the County shall provide the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include a balance sheet, a statement of revenues, expenses and changes in fund balances for budget and actual, a statement of cash flows, notes, schedules and any attachments to the financial statements and such other financial information as the Assignee may reasonably request. At the request of the Assignee, the County will provide the Assignee with a copy of its annual budget for any Fiscal Year and any interim updates or modifications to such budget.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. *Events of Default Defined.* Any one or more of the following events constitutes an Event of Default hereunder:

- (a) Failure by the County to pay any Lease Payment, Additional Payment or other payment required to be paid hereunder at the time specified herein.
- (b) Failure by the County to maintain insurance in form and substance as required by Article V, provided that the County shall be permitted a grace period of five days before such failure constitutes an Event of Default.
- (c) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clauses (a) and (b) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Corporation or the Assignee. However, if in the reasonable opinion of the County the failure stated in the notice can be corrected, but not within such 30-day period, the Corporation and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the County within such 30-day period and diligently pursued until the default is corrected.
- (d) The filing by the County of a voluntary petition in bankruptcy, or failure by the County promptly to lift any execution, garnishment or attachment, or adjudication of the County as a bankrupt, or assignment by the County for the benefit of creditors, or the entry by the County into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the County in any proceedings instituted under the provisions of

the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

- (e) Any representation, warranty or certification made by the County hereunder or in connection herewith was incorrect or misleading when made.

SECTION 8.2. *Remedies on Default.* Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Lease; *provided, however*, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable.

Each and every covenant hereof to be kept and performed by the County is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Lease shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided.

Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise any one or more of the following remedies:

- (a) Enforcement of Payments Without Termination. If the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the County agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained, and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Leased Property, or, if the Corporation is unable to re-lease the Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the Corporation. The County hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the County to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place located as close as possible to the County in the County for the account of and at the expense of the County, and the County hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained.

The County agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the County the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof.

The County agrees to surrender and quit possession of the Leased Property upon demand of the Corporation for the purpose of enabling the Leased Property to be re-let under this paragraph (a), and the County further waives the right to any rental obtained by the Corporation in excess of the Lease Payments and hereby conveys and releases such excess to the Corporation as compensation to the Corporation for its services in re-leasing the Leased Property.

- (b) Termination of Lease. If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Lease and re-lease all or any portion of the Leased Property. If the Corporation terminates this Lease at its option and in the manner hereinafter provided due to a default by the County (and notwithstanding any re-entry upon the Leased Property by the Corporation in any manner whatsoever or the re-leasing of the Leased Property), the County nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Corporation from such re-leasing shall be applied by the Corporation to Lease Payments due under this Lease.

Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the County shall be or become effective by operation of law, or otherwise, unless and until the Corporation has given written notice to the County of the election on the part of the Corporation to terminate this Lease. The County covenants and agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

- (c) Proceedings at Law or In Equity. If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the

amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

- (d) Remedies under the Site Lease. If an Event of Default occurs and continues hereunder, the Corporation may exercise its rights under the Site Lease.

SECTION 8.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

SECTION 8.4. *Agreement to Pay Attorneys' Fees and Expenses.* If either party to this Lease defaults under any of the provisions hereof and the nondefaulting party or the Assignee should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting or the Assignee, as applicable, party the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party or the Assignee, as applicable.

SECTION 8.5. *No Additional Waiver Implied by One Waiver.* If any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

SECTION 8.6. *Assignee to Exercise Rights.* Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Assignee, to which assignment the County hereby consents. Such rights and remedies shall be exercised solely by the Assignee.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

SECTION 9.1. *Security Deposit.*

(a) Notwithstanding any other provision of this Lease, the County may on any date secure the payment of the Lease Payments in whole or in part by depositing with a fiduciary acceptable to the Assignee, in trust, an amount of cash which is either

- (i) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Appendix B, or
 - (ii) with the prior written consent of the Assignee, invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments, in an amount which is sufficient, in the opinion of an independent certified public accountant acceptable to the Assignee, together with interest to accrue thereon and together with any cash which is so deposited, without reinvestment, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2(a), as the County instructs at the time of said deposit; *provided, however*, that at or prior to the date on which any such security deposit is established, the County shall deliver to the Assignee an opinion of Bond Counsel (in form and substance acceptable to the Assignee) to the effect that any such security deposit will not adversely affect the excludability of the interest component of Lease Payments from gross income of the owners thereof for federal income tax purposes.
- (b) In the event of a security deposit under this Section with respect to all unpaid Lease Payments,
- (i) the Term of this Lease shall continue,
 - (ii) all obligations of the County under this Lease, and all security provided by this Lease for said obligations, shall thereupon cease and terminate, excepting only the obligation of the County to make, or cause to be made all of the Lease Payments from such security deposit and the obligation of the County to cure any deficiency in the security deposit, and
 - (iii) under Section 4.5, title to the Leased Property will vest in the County on the date of said deposit automatically and without further action by the County or the Corporation.

The County hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Corporation and the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

SECTION 9.2. *Optional Prepayment.*

(a) The County may prepay the unpaid principal components of the Lease Payments, in whole but not in part, on any Lease Payment Date, by paying a prepayment price equal to the outstanding principal components of the Lease Payments, plus accrued interest on such prepaid principal components to the prepayment date, plus the prepayment premium set forth below:

Prepayment Date	Prepayment Premium
June 1, 2029 , through May 31, 2032	1.00%
June 1, 2032, and thereafter	0.00%

The County shall give the Corporation and the Assignee notice of its intention to exercise its option to prepay the Lease Payments under this Section 9.2(a) not less than 30 days in advance of the date of exercise.

(b) Upon receipt by the Assignee of the Completion Certificate referenced in Section 3.3, any Excess Project Funds shall be paid by the County to the Assignee, to be applied by the Assignee on any Lease Payment Date to all or a portion of the Lease Payment due and owing in the succeeding 12 months, and any remaining amounts shall be applied by the Assignee as prepayment to the remaining principal balance owing hereunder in inverse order of Lease Payment Dates, unless the Assignee directs that payment of such amount be made in such other manner that, in the opinion of Bond Counsel will not adversely affect the exclusion of the interest components of Lease Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Lease Payments, the Installment Payment Schedule attached hereto will be revised accordingly.

The County shall give the Corporation and the Assignee notice of its intention to exercise its option to prepay the Lease Payments under this Section 9.2(b) not less than 30 days in advance of the date of exercise.

SECTION 9.3. *Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.* The County may exercise its option to prepay the principal components of the Lease Payments, in whole or in part, from and to the extent of any Net Proceeds to be used for such purpose under Section 6.2, on any date, by paying a prepayment price equal to the principal components of the Lease Payments to be prepaid, plus accrued interest on such prepaid principal components to the prepayment date, plus the prepayment premium of 1.00%.

The County shall give the Corporation and the Assignee notice of its intention to exercise its option to prepay the Lease Payments under this Section 9.3 not less than 30 days in advance of the date of exercise.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. *Notices.* Any notice, request, complaint, demand or other communication under this Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below.

Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the County and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the County:	County of Plumas 520 Main Street Quincy, CA 95971 Attention: _____ Email: _____
If to the Corporation:	Public Property Financing Corporation of California 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Attention: Secretary Email: smorton@munifinance.com
If to the Assignee:	Webster Bank, National Association 360 Lexington Avenue, 5th Floor New York, NY 10017 Attention: Public Sector Finance Email: publicfinance@websterbank.com

SECTION 10.2. *Binding Effect.* This Lease inures to the benefit of and is binding upon the Corporation, the County and their respective successors and assigns.

SECTION 10.3. *Severability.* If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

SECTION 10.4. *Net-net-net Lease.* This Lease is a “net-net-net lease” and the County hereby agrees that the Lease Payments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 10.5. *Further Assurances and Corrective Instruments.* The Corporation and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or

incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

SECTION 10.6. *Execution in Counterparts.* This Lease may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

SECTION 10.7. *Applicable Law.* This Lease is governed by and construed in accordance with the laws of the State of California.

SECTION 10.8. *Captions.* The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

SECTION 10.9. *Third Party Beneficiary.* The Assignee is made a party beneficiary hereunder with all rights of a third party beneficiary.

IN WITNESS WHEREOF, the Corporation and the County have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA,**
as Lessor

By _____
Bill Morton
President

COUNTY OF PLUMAS, as Lessor

By _____
Greg Hagwood
Chair of the Board of Supervisors

Attest:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors

FORM OF NOTARY ACKNOWLEDGMENT

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in County of Plumas, State of California, together with all buildings, facilities and other improvements constituting real property that are located thereon, and together with the right of ingress and egress:

APN _____

(End of Legal Description)

APPENDIX B

SCHEDULE OF LEASE PAYMENTS

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
---------------------	------------------	-----------------	----------------------

	\$	\$	\$
--	----	----	----

Date: August 14, 2024

To: Julie White, Plumas County

From: David Leifer and Bobby Cheung, KNN Public Finance, LLC

Re: Draft Staff Report Language for Plumas County Energy Saving Improvements Financings

Below is sample language that may be utilized for the staff report in connection with the upcoming County Board of Supervisors approval of the 2024 Plumas County Equipment Lease Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing.

Introduction and Purpose of the Financing

The Plumas County Board of Supervisors will consider several Resolutions to approve various documents with respect to the execution and delivery of the 2024 Plumas County Equipment Lease Purchase Agreement Financing (“2024 ELPA Financing”) and the 2024 Plumas County Lease/Leaseback Financing (“2024 Lease Financing”). Proceeds from the two transactions will finance certain energy savings projects on multiple County properties under an agreement with ENGIE Services U.S. The projects have a total cost of \$10,754,246. The County intends to contribute \$1.0 million of cash to the project and finance the remaining cost of \$9,754,246. Plumas County staff have worked diligently with the financing team over the past several months to prepare the structure and documentation of the 2024 ELPA Financing and the 2024 Lease/Leaseback Financing for the Board’s consideration.

The Energy Equipment and Generation Projects

The 2024 ELPA Financing and the 2024 Lease/Leaseback Financing are being issued to fund various energy conservation and generation projects at 24 County sites. These projects include \$960,842 for LED lighting upgrades, \$4,606,784 for HVAC replacement, \$260,316 for pump Variable Frequency Drives (VFDs), \$2,012,542 for a solar project, and \$2,913,762 for backup generators.

The 2024 ELPA Financing

The County will issue the 2024 ELPA Financing to finance all of the costs of the project scope except for the HVAC projects at the Annex Building and Courthouse Building. The 2024 ELPA Financing will be issued as a fixed-rate lease obligation that will pay principal annually and interest semi-annually for a term of 20 years at an interest rate of 4.58%.

The 2024 ELPA Financing structure is based upon an equipment lease agreement between the County of Plumas and Webster Bank, National Association (“Webster Bank”). Webster Bank was selected via a competitive request for proposals process.

The documents to be approved by the Board of Supervisors are summarized below:

1. **County Board of Supervisors Financing Resolution:** The Resolution approves the form of each of the following documents, as well as key parameters for the 2024 ELPA Financing. The Resolution directs County staff to complete the transaction, provided that the parameters specified in the Resolution are met.
2. **Equipment Lease Purchase Agreement:** Plumas County will enter into an equipment lease with Webster Bank. Under the 2024 ELPA, the County will lease the equipment from Webster Bank in return for rental payments representing repayment of the financing. The 2024 ELPA contains the terms and conditions of the lease financing between the County and Webster Bank.
3. **Escrow Agreement:** Plumas County will enter into an Escrow Agreement with U.S. Bank National Association, who will hold and administer the proceeds of the ELPA Financing and distribute the funds to the County as reimbursement for the costs of the energy savings equipment in installments as the various project components are completed.

The 2024 Lease/Leaseback Financing

The County will issue the 2024 Lease/Leaseback Financing to finance the cost of the HVAC projects at the Annex Building and Courthouse Building. The cost of these projects cannot be included in the 2024 ELPA Financing because the facilities are currently subject to the County's 2015 Lease Financing, which established an existing lien at those sites that cannot be subordinated.

The 2024 Lease/Leaseback Financing will be issued as a fixed-rate lease obligation that will pay principal annually and interest semi-annually for a term of 20 years at an interest rate of 4.58%. The 2024 Lease/Leaseback Financing is structured as a lease/leaseback arrangement between the County and the Public Property Financing Corporation of California (PPFCC): The County will lease the Plumas County Animal Shelter to the PPFCC pursuant to the Site Lease; the County will simultaneously sublease the property back from the PPFCC pursuant to the Lease Agreement; the rental payments made by the County under the Lease Agreement are assigned by the PPFCC to Webster Bank, pursuant to an Assignment Agreement. The

The documents to be approved by the Board of Supervisors are summarized below:

1. **County Board of Supervisors Financing Resolution:** The Resolution approves the form of each of the following documents, as well as key parameters for the 2024 Lease/Leaseback Financing. The Resolution directs County staff to complete the transaction, provided that the parameters specified in the Resolution are met.
2. **Site Lease:** Plumas County will lease the Plumas County Animal Shelter to the PPFCC under the Ground Lease.
3. **Lease Agreement:** Plumas County will simultaneously sublease the Plumas County Animal Shelter back from the PPFCC under the Lease Agreement.
4. **Assignment Agreement:** Under the Assignment Agreement, the PPFCC assigns its rights to receive Lease Payments under the Lease Agreement, and the PPFCC's rights to enforce the Lease Agreement, to Webster Bank.

Appointment of Professionals (if needed)

For this transaction, the County Board of Supervisors approves professional agreements with KNN Public Finance, LLC as Municipal Advisor to the County of Plumas, and Jones Hall, A Professional Law Corporation, as Bond Counsel to the County of Plumas.



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

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: August 20, 2024

SUBJECT: 3.) Approve and authorize Chair to sign an agreement between Plumas County and Jones Hall, a Professional Law Corporation for Special Counsel Services in connection with General Fund Lease Financing for Energy-Efficiency Improvements; effective August 20, 2024; not to exceed \$60,000; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Recommendation:

3.) Approve and authorize Chair to sign an agreement between Plumas County and Jones Hall, a Professional Law Corporation for Special Counsel Services in connection with General Fund Lease Financing for Energy-Efficiency Improvements; effective August 20, 2024; not to exceed \$60,000; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

The Plumas County Board of Supervisors will consider several Resolutions to approve various documents with respect to the execution and delivery of the 2024 Plumas County Equipment Lease Purchase Agreement Financing ("2024 ELPA Financing") and the 2024 Plumas County Lease/Leaseback Financing ("2024 Lease Financing"). Proceeds from the two transactions will finance certain energy savings projects on multiple County properties under an agreement with ENGIE Services U.S. The projects have a total cost of \$10,754,246. The County intends to contribute \$1.0 million of cash to the project and finance the remaining cost of \$9,754,246. The \$1.0 million will come from the County General Fund and Plumas County Health and Human Services budgets. Plumas County staff have worked diligently with the financing team over the past several months to prepare the structure and documentation of the 2024 ELPA Financing and the 2024 Lease/Leaseback Financing for the Board's consideration.

Action:

3.) Approve and authorize Chair to sign an agreement between Plumas County and Jones Hall, a Professional Law Corporation for Special Counsel Services in connection with General Fund Lease Financing for Energy-Efficiency Improvements; effective August 20, 2024; not to exceed \$60,000; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact; as approved in FY24/25 recommended budget.

Attachments:

1. Jones Hall Legal Services Agreement revised
2. Language for Staff Report (vF) 08 14 2024

AGREEMENT FOR LEGAL SERVICES

BETWEEN THE COUNTY OF PLUMAS AND JONES HALL, A PROFESSIONAL LAW CORPORATION, FOR SPECIAL COUNSEL SERVICES IN CONNECTION WITH GENERAL FUND LEASE FINANCINGS FOR ENERGY-EFFICIENCY IMPROVEMENTS

This AGREEMENT FOR LEGAL SERVICES is entered into this _____ day of _____, 2024, between the COUNTY OF PLUMAS (the "County") and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys").

BACKGROUND:

1. The County is proceeding to finance certain solar energy and energy-efficiency improvements to various County properties (the "Project") through two general fund lease financings:

(a) an equipment lease purchase agreement (the "Equipment Lease") between Webster Bank (the "Bank"), as lessor, and the County, as lessee, and

(b) a lease-leaseback financing (the "Property Leases") between the County and the Public Property Financing Corporation of California (the "Corporation"), under which lease payments will be assigned to the Bank.

2. In order to enter into the Equipment Lease and the Property Leases (collectively, the "Lease Agreements") and related financing documents, the County requires the services of nationally-recognized special counsel.

AGREEMENT:

In consideration of the foregoing and the mutual covenants contained in this Agreement, the County and Attorneys agree as follows:

Section 1. Attorney-Client Relationship. Upon execution of this Agreement, the County will be Attorney's client and an attorney-client relationship will exist between the County and Attorneys. Attorneys assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the County, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services as special counsel are limited to those contracted for in this Agreement; the County's execution of this Agreement will constitute an acknowledgment of those limitations. Attorneys' representation of the County will not affect, however, our responsibility to render an objective Final Opinion.

Section 2. Scope of Engagement as Special Counsel. Attorneys shall perform all of the following services as special counsel in connection with the execution and delivery of the Lease Agreements for the purpose of financing the Project:

- a. Consultation and cooperation with County and County staff to assist in the formulation of a coordinated financial and legal execution and delivery of the Lease Agreements.

- b. Review of the Equipment Lease and related documents to be prepared by counsel to the Bank, preparation of a resolution of the Board of Supervisors of the County authorizing the execution and delivery of the Equipment Lease and approving related documents and actions, and supervising the closing.
- c. Preparation and review of all legal proceedings for the authorization, execution and delivery of the Property Leases by the County and the Corporation, including (a) preparation of a resolution of the Board of Supervisors of the County authorizing the execution and delivery of the Lease Agreements and approving related documents and actions, (b) preparation of a resolution of the governing board of of the Corporation authorizing the execution and delivery of the Lease Agreements and approving related documents and actions, (c) preparation of all documents required for the closing of the financing, (d) supervising the closing, and (e) preparation of all other proceedings incidental to or in connection with the execution and delivery of the Property Leases.
- d. Advising the County, from the time Attorneys are hired as special counsel until the Lease Agreements are executed and delivered, as to compliance with federal tax law as required to ensure that the interest payable with respect to the portion of Lease Agreements intended to be issued on a tax-exempt basis is exempt from federal taxation.
- e. Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion (the "Final Opinion") approving the validity and enforceability of the proceedings for the authorization, execution and delivery of the Lease Agreements, and stating that the interest payable with respect to the portion of Lease Agreements intended to be issued on a tax-exempt basis is exempt from federal taxation. The Final Opinion will be addressed to the County and, if requested by the County, the Bank.
- f. Such other and further services as are normally performed by special counsel in connection with similar financings.

Attorneys' Final Opinion will be delivered by Attorneys on the date the Lease Agreements are executed and delivered.

The Final Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys' judgment as to the proper treatment of the Lease Agreements for federal income tax purposes. Attorneys' opinion is not binding on the Internal Revenue Service ("IRS") or the courts. Attorneys cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the "Code"), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. County acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest with respect to the Lease Agreements to be subject, directly or indirectly, to federal income taxation, or otherwise prevent investors from realizing the full current benefit of the tax status of such interest. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Final Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the County with applicable laws relating to the Lease Agreements.

Section 3. Excluded Services. Our duties in this engagement are limited to those expressly set forth above in Section 2, except as expressly set forth in any written amendment to this Agreement. Among other things, our duties do not include:

- a. Preparing requests for tax rulings from the Internal Revenue Service, or “no-action” letters from the Securities and Exchange Commission.
- b. Drafting state constitutional or legislative amendments.
- c. Representing the County in any litigation involving the County or relating to the Lease Agreements.
- d. Making an investigation or expressing any view as to the creditworthiness of the County or the Lease Agreements.
- e. Representing the County in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations, unless the County and Attorneys agree on the terms of such representation and compensation for such representation.
- f. Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the County may choose as an investment vehicle for the proceeds of the Lease Agreements, unless the County and Attorneys agree on the terms of such review and compensation for such review.
- g. Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the County may choose to enter into in connection with the execution and delivery of the Lease Agreements, unless the County and Attorneys agree on the terms of such review and compensation for such review.
- h. Addressing any other matter not specifically set forth above that is not required to render our Final Opinion.

Section 4. Conflicts; Prospective Consent. Attorneys represent many political subdivisions and investment banking firms. It is possible that during the time that Attorneys are representing the County, one or more of Attorneys present or future clients will have transactions with the County. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more of the entities involved in the execution and delivery of the Lease Agreements. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys’ ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the execution and delivery of the Lease Agreements so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is

unlikely that advice given to the other client will be relevant to any aspect of the execution and delivery of the Lease Agreements. Execution of this Agreement will signify the County's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

Section 5. Compensation. For the special counsel services performed by Attorneys under Section 2 above, the County will pay Attorneys a fee equal to \$60,000. This amount is inclusive of any expenses incurred by Attorneys.

Payment of Attorneys' fees and expenses is entirely contingent on the successful execution and delivery of the Lease Agreements, and will be due and payable upon the execution and delivery of the Lease Agreements. Attorneys' fee is not set by law but is negotiable between Attorneys and County.

Section 6. Responsibilities of the County.

(a) General. The County will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the County, or otherwise deemed necessary by Attorneys to render its Final Opinion. During the course of this engagement, Attorneys will rely on County to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Lease Agreements and their security. Attorneys are not responsible for costs and expenses incurred incidental to the actual execution and delivery of the Lease Agreements, including the cost of preparing certified copies of proceedings required by Attorneys in connection with the execution and delivery of the Lease Agreements, and printing and publication costs.

(b) Federal Tax Law-Related Responsibilities. The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the portion of the Lease Agreements issued on a tax-exempt basis. As a condition of Attorneys issuing their opinion, you will be required to make certain representations and covenants to comply with certain restrictions designed to insure that interest with respect to the portion of the Lease Agreements issued on a tax-exempt basis will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest with respect to the portion of the Lease Agreements issued on a tax-exempt basis being included in gross income for federal income tax purposes, possibly from the date of original execution and delivery of the Lease Agreements. Attorneys' opinion will assume the accuracy of these representations and compliance with these covenants. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of execution and delivery of the Lease Agreements may adversely affect the value of, or the tax status of interest with respect to, the Lease Agreements. In this regard, County agrees to familiarize itself with the relevant requirements and restrictions necessary for the portion of the Lease Agreements issued on a tax-exempt basis to qualify for exemption from federal income taxation and to exercise due diligence both before and after execution and delivery of the Lease Agreements in complying with these requirements.

Section 7. Independent Contractor. Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the County.

Section 8. Assignment. Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the County.

Section 9. Termination of Agreement.

(a) Termination by County. This Agreement may be terminated at any time by the County with or without cause upon written notice to Attorneys.

(b) Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to the County if the County fails to follow written legal advice given by Attorneys.

(c) Termination Upon Closing. This Agreement shall terminate upon the execution and delivery of the Lease Agreements.

(d) Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the County become its property and shall be delivered to the County by Attorneys.

IN WITNESS WHEREOF, the County and Attorneys have executed this Agreement as of the date first above written.

JONES HALL, A PROFESSIONAL LAW CORPORATION

Scott R. Ferguson,
Vice President

COUNTY:

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

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

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

Approved as to form:



Joshua Breehtel, Attorney
County Counsel's Office

Date: August 14, 2024

To: Julie White, Plumas County

From: David Leifer and Bobby Cheung, KNN Public Finance, LLC

Re: Draft Staff Report Language for Plumas County Energy Saving Improvements Financings

Below is sample language that may be utilized for the staff report in connection with the upcoming County Board of Supervisors approval of the 2024 Plumas County Equipment Lease Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing.

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Appointment of Professionals (if needed)

For this transaction, the County Board of Supervisors approves professional agreements with KNN Public Finance, LLC as Municipal Advisor to the County of Plumas, and Jones Hall, A Professional Law Corporation, as Bond Counsel to the County of Plumas.



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

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: August 20, 2024

SUBJECT: 4.) Approve and authorize Chair to sign an agreement between Plumas County and Webster Bank, National Association for equipment installed in connection with the energy savings improvements; effective August 20, 2024; not to exceed \$8,455,000; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Recommendation:

4.) Approve and authorize Chair to sign an agreement between Plumas County and Webster Bank, National Association for equipment installed in connection with the energy savings improvements; effective August 20, 2024; not to exceed \$8,455,000; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

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Action:

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Fiscal Impact:

General Fund Impact; as approved in FY24/25 recommended budget.

Attachments:

1. Equipment Lease Purchase Agreement and Related Documents
2. Language for Staff Report (vF) 08 14 2024

\$8,455,000
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 20, 2024, BETWEEN
WEBSTER BANK, NATIONAL ASSOCIATION, AS LESSOR, AND
PLUMAS COUNTY, CALIFORNIA, AS LESSEE

CLOSING DATE: AUGUST 20, 2024

LIST OF CLOSING DOCUMENTS

Document
Number

1. Equipment Lease Purchase Agreement, with the following exhibits attached:
Exhibit A: Equipment Schedule.
Exhibit B: Payment Schedule.
2. Escrow Agreement, with the following exhibit attached:
Exhibit A: Form of Certificate of Acceptance and Payment Request.
Exhibit B: Incumbency Certificate regarding Lessee Representatives.
Exhibit C: Lessor Representatives.
Schedule 1: Escrow Agent Fees.
Schedule 2: Investment Authorization Form.
3. Lessee's Closing Certificate, with evidence of authorization from Lessee's governing body and notice of public hearing attached.
4. Essential Use Certificate.
5. Opinion(s) of Lessee's Counsel (validity and tax opinions).
6. Certificate as to Arbitrage, together with IRS Form 8038-G.
7. Insurance Coverage Requirements, together with certificates of insurance.
8. Construction and Maintenance Agreement between Lessee and ENGIE Services U.S. Inc.
9. Payment and Performance Bonds, together with Dual Obligatee Rider naming Lessor as an additional obligee.
10. UCC-1 Financing Statement.
11. Lessee's Form W-9.
12. Lessor Documents:
 - A. Letter from Lessor to Lessee regarding municipal advisor representation.
 - B. Certificate of Lessor.
13. CDIAC Filings.
 - A. Report of Proposed Debt Issuance.
 - B. Report of Final Sale.
14. Distribution List.
15. Funding Memorandum.

#

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of August 20, 2024, between **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as Lessor (“Lessor”), and **PLUMAS COUNTY, CALIFORNIA**, a political subdivision organized and existing under the laws of the State of California, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Agreement**” means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commencement Date**” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an escrow agent.

“**Equipment**” means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“**Event of Default**” means an Event of Default described in **Section 35**.

“**Fiscal Year**” means, with respect to Lessee, the twelve-month period beginning on July 1 of any calendar year and ending on June 30 of the succeeding calendar year; or such other twelve-month which is designated by Lessee as its fiscal year pursuant to written notice filed with Lessor.

“**Lease Term**” means the period from the Commencement Date through the last Rental Payment Date, but subject to extension pursuant to **Section 5** and earlier termination pursuant to **Section 6**.

“**Lessee**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Lessor**” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“**Payment Schedule**” means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

“**Permitted Encumbrances**” means as of any time, with respect to the real estate in, on or to which any Equipment is acquired and installed:

(a) liens for general ad valorem taxes and assessments, if any, not then delinquent;

(b) this Agreement and Lessor’s security interest in the Equipment;

(c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law, *provided* that payment thereof is not overdue for a period of more than 30 days or, if overdue, is being contested in good faith by appropriate actions or proceedings diligently conducted; *provided* that adequate reserves with respect thereto are maintained on the books of the Lessee in accordance with generally accepted accounting principles;

(d) any easements, rights of way, mineral rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which will not (i) materially impair the use of such real estate for its intended purposes or (ii) impair the value, operation, maintenance or use of the Equipment; and

(e) any other lien, security interest, mortgage, deed of trust, pledge, hypothecation, assignment or other security or preferential arrangement of any kind or nature whatsoever of which the prior written consent of Lessor has been obtained.

“**Purchase Price**” means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

“Rental Payment Dates” means the dates set forth on the Payment Schedule on which Rental Payments are due.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to **Section 9**.

“State” means the State of California.

“Vendor” means ENGIE Services U.S. Inc., and/or the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom the Equipment is or has been purchased, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State, including without limitation the provisions of Sections 4217.10 and following of the California Government Code (the “Energy Conservation Law”), to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has complied with such public bidding requirements (if any) as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(j) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee’s governmental or proprietary functions consistent with the permissible scope of Lessee’s authority.

(k) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(l) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(m) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of execution and delivery of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(n) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(o) The useful life of the Equipment will not be less than the Lease Term.

(p) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(q) Lessee has provided Lessor with audited financial statements through June 30, 2022. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under this Agreement since June 30, 2022.

(r) Lessee will pay the excess (if any) of the actual costs of acquiring the Equipment under this Agreement over the amount deposited by Lessor in the escrow fund established under the related escrow agreement and interest earnings thereon.

(s) The Equipment is not a replacement, repair, substitution or proceeds of any equipment or personal property subject to a prior lien or security interest of a third party.

(t) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate, other than the Permitted Encumbrances, to which Lessor hereby consents.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Agreement that are expected to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Extension of Lease Term. If, on the last day of the Lease Term, the Rental Payments have not been fully paid or provided for, or if the Rental Payments have been abated at any time and for any reason, the Lease Term will be extended until the date upon which all Rental Payments have been fully paid, except that the Lease Term will in no event extend beyond the useful life of the Equipment.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) the exercise by Lessee of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;
- (b) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or
- (c) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Lease Term.

Section 7. Annual Budgets. In each Fiscal Year that Lessee has use of the Equipment and in accordance with the provisions of **Section 8**, Lessee covenants that it will, in accordance with the requirements of law, annually budget and appropriate sufficient funds to make the Rental Payments scheduled to come due during the Fiscal Year covered by that budget and to meet its other obligations under this Agreement for that Fiscal Year. The covenants on the part of Lessee contained herein shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of Lessee to take such action and do such things as are required by law in the performance of the official duty of such officials to enable Lessee to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by Lessee. The obligation of Lessee to make Rental Payments does not constitute an obligation of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation.

Section 8. Rental Abatement. Notwithstanding any other provisions of this Agreement to the contrary, the Rental Payments due hereunder and other amounts due hereunder or under an escrow agreement will be subject to abatement during any period in which, by reason of material damage to or destruction or condemnation of the Equipment or the real property on or in which it is located, there is substantial interference with the use and right of possession by Lessee of the Equipment or any substantial portion thereof. Lessee will immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of the Equipment. For each potential incident of substantial interference, decisions to be made on (a) whether or not abatement will apply; (b) the date upon which abatement will begin; (c) the applicable portion of Rental Payments to be abated; and (d) the concluding date of the particular abatement, will all be subject to determinations by Lessee and Lessor in concert with the provider of the rental interruption insurance issued pursuant to **Section 22**. The amount of rental abatement will be such that the Rental Payments paid by Lessee during the period of Equipment restoration do not exceed the fair rental value for the usable portions of the Equipment. In the event of any damage or destruction to the Equipment, this Agreement will continue in full force and effect notwithstanding any abatement of Rental Payments pursuant to this Section. To the extent permitted by law, Lessee waives the benefits of Civil Code Section 1932 and any and all other rights to terminate this Agreement by virtue of any interference with the use and possession of the Equipment; provided that such waiver will not constitute a waiver of the abatement of Rental Payments as set forth in this Section.

Section 9. Rental Payments. Lessee will pay Rental Payments from all legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Equipment during the Fiscal Year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 8% per annum or the maximum amount permitted by law, whichever is less, from its due date to but not including the date on which such Rental Payment is paid in full.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. Other than as provided for in Section 7 and Section 8 herein, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 12. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, and will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 13. Delivery, Installation and Acceptance of the Equipment. Lessee or its designee will order the Equipment, cause the Equipment to be delivered and installed at the locations specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been delivered and installed, the Equipment will not be moved from the locations specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. Lessor will provide notice to Lessee not later than one week in advance of such inspection.

Section 16. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain or cause to be obtained by the Vendor all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 17. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with the Vendor.

Section 18. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property; Future Encumbrances. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an existing interest in any such real estate or building.

Lessee may at any time during the term of this Agreement, with the prior written consent of Lessor, which shall not be unreasonably withheld, (a) create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature on any of the real estate where the Equipment is or will be located, (b) enter into any agreement to sell or assign such real estate, or (c) enter into any sale/leaseback or lease/leaseback arrangement encumbering such real estate. In connection with any such encumbrance, sale or lease arrangement, Lessee shall deliver to Lessor or its assigns a waiver of interest in the Equipment acceptable to Lessor or its assigns in their discretion from any party taking an interest in any such real estate prior to such interest taking effect.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Lessee shall also provide or cause to be provided to Lessor payment and performance bonds from the Vendor, each naming Lessor and its successors and assigns as an additional obligee and issued by a surety company rated "A" or better by AM Best in an amount equal to the Equipment.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

In addition to the insurance described above, Lessee will, at its own expense, maintain rental interruption insurance to cover Lessor's loss, total or partial, of Rental Payments resulting from the loss, total or partial, of the use or possession of any part of the Equipment as a result of any hazard in an amount sufficient at all times to pay an amount not less than the maximum Rental Payments payable by Lessee during a 24-month period. Such rental interruption insurance will be payable for a period adequate to cover the period of repair or reconstruction. Such insurance may be maintained in conjunction with or separate from any other similar insurance maintained by Lessee. All insurance proceeds will be payable to Lessor in amounts proportionate to the loss of use of the Equipment and will supplement Lessee's applicable Rental Payments, if any, during the restoration period in sufficient amount to make Lessor whole during the period of abatement. Lessee will not be permitted to self-insure its obligation under this paragraph.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 8% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Lessee shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. Lessee shall have an annual audit of the financial condition of Lessee made by an independent certified public accountant promptly following the end of each Fiscal Year. Lessee shall make best efforts to furnish to Lessor copies of such audit report immediately after it is accepted by Lessee's governing body, but not later than 360 days after the end of the Fiscal Year. If the audit is publicly available on Lessee's website or on the "EMMA" website maintained by the Municipal Securities Rulemaking Board, the requirement to provide the audit to Lessor will be satisfied if Lessee emails a link to the posted item to Lessor within such 360-day period. The electronic audit or link may be sent to the following email address (or such other address as Lessor supplies to Lessee in writing): PublicFinance@WebsterBank.com.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement except as set forth in **Section 8** herein.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9**.

Section 29. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from the Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including

the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option; Prepayment.

(a) Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On June 1, 2029, and any Rental Payment Date thereafter, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor; or

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months. If a Purchase Price is not listed for such date that Lessee has designated as the purchase date, the Purchase Price for that date shall be calculated as the Rental Payment then due plus 101% of the then outstanding principal balance of this Agreement.

(b) In the event monies remain in any escrow fund established under an escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such escrow fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such escrow fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, for application against the outstanding principal components of Rental Payments, including prepayment of Rental Payments hereunder, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

On the final Rental Payment Date, Lessee will be deemed to have exercised its option to purchase the Equipment subject to this Agreement, without requirement for written notice, upon payment in full of the Rental Payments then due hereunder, plus all other amounts due hereunder and not yet paid.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

Section 32. Determination of Fair Rental Value and Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments represent the fair rental value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 31** represents the fair purchase price of the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned in whole, but not in part (except as participation interests, as described below), without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until (a) Lessee has received written notice of the name and address of the assignee, and (b) such assignee is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "accredited investor" as defined in Section 501(a)(9)(1), (2), (3), or (7) of Regulation D promulgated under the Securities Act of 1933, as amended. Nothing herein shall limit the right of Lessor or its assignees to sell or assign participation interests in this Agreement to one or more entities listed in the preceding clause (b).

Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

Section 35. Events of Default Defined. Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then Lease Term; and provided further that any liabilities for such remaining Rental Payments and other amounts shall be

required to be paid by Lessee only at the times provided for the payment of such amounts under the provisions of this Agreement;

(b) Lessor may provide written notice of the occurrence of an Event of Default to the escrow agent under any related escrow agreement, and the escrow agent shall thereupon promptly remit to Lessor the entire balance of the escrow fund established thereunder; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment, to collect the Rental Payments then due and to collect as they come due the Rental Payments thereafter to become due during the Lease Term, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all reasonable legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 47. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 48. Participation of Agreement from Lessor to SNFC. Lessor hereby notifies Lessee, and Lessee hereby acknowledges such notification, that simultaneously with the execution and delivery of this Agreement, Lessor will enter into a participation agreement with Sterling National Funding Corp., a New York corporation and a wholly-owned subsidiary of Lessor (“SNFC”), whereby Lessor will sell to SNFC a 100% participation interest in this Agreement at par. Lessor will continue to service this Agreement and collect all Rental Payments and payment of the Purchase Price hereunder.

Section 49. Lessee’s Notice Filings Related to this Agreement for SEC Rule 15c2-12. In connection with Lessee’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by Lessee on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), Lessor acknowledges that Lessee may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice that Lessee has incurred obligations under this Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Agreement. Lessee agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Lessor or its affiliates: address and account information of Lessor or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. Lessee acknowledges that Lessor is not responsible for Lessee’s compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Name: Kevin C. King
Title: Senior Managing Director
Address: 360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

PLUMAS COUNTY, CALIFORNIA

By: _____
Name: _____
Title: _____
Address: 520 Main Street
Quincy, CA 95971

CERTIFICATION

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the Fiscal Year of Lessee is from July 1 to June 30.

DATED: August 20, 2024.

By: _____
Name: _____
Title: _____

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

Equipment Description:

The Equipment consists of the following equipment acquired and installed in connection with the energy savings improvements described in the Construction and Maintenance Agreement dated as of March 27, 2024, between Lessee and ENGIE Services U.S. Inc., as described in and at the locations listed therein, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof.

Plumas County Energy Project	
Energy Conservation Measure	Turnkey Design-Build Price
LED Lighting	
Almanor Recreation Center	\$25,518
Animal Shelter	\$38,101
Annex Building	\$315,273
Chester Complex & Library	\$85,457
Chester Veterans Memorial Hall	\$18,509
County Assessor (Permit Center)	\$66,663
Courthouse	\$143,005
Fairgrounds Commercial Building	\$45,439
Human Resources (Probation)	\$25,515
Plumas County Street Lighting	\$8,110
Portola Library	\$23,888
Portola Veterans Memorial Hall	\$28,429
Quincy Library	\$32,041
Quincy Museum	\$8,489
Quincy Veteran's Memorial Hall	\$11,036
Road Commissioner Office (Public Works Building)	\$30,812
Sheriff's Office	\$54,558
LED Lighting Summary	\$960,842
HVAC Replacements	
Almanor Recreation Center	\$203,204
Animal Shelter	\$414,322
Chester Complex & Library	\$188,158
Chester Veterans Memorial Hall	\$160,708
County Assessor (Permit Center)	\$414,822
Fairgrounds Commercial Building	\$171,160
Human Resources (Probation)	\$129,800
Portola Library	\$97,395
Quincy Veteran's Memorial Hall	\$83,488

Road Commissioner Office (Public Works Building)	\$147,669
Sheriff's Office	\$195,449
HVAC Replacements Summary	\$2,206,175
Pump VFDs	
Fairgrounds	\$120,250
Large Pump House	\$140,066
Pump VFDs Summary	\$260,316
Solar Project	
Annex Building	\$2,012,542
Solar Project Summary	\$2,012,542
Backup Generators	
Almanor Recreation Center	\$213,399
Animal Shelter	\$143,530
Annex Building	\$284,714
Beckwourth Nervino Airport	\$179,055
Chester Rogers Field Airport	\$222,547
Child Support	\$247,847
County Ag Commissioner Office	\$203,032
County Assessor (Permit Center)	\$297,183
Human Resources (Probation)	\$207,037
Portola Library	\$210,995
Quincy Gansner Field Airport	\$192,748
Quincy Library	\$302,389
Quincy Museum	\$209,286
Backup Generators Summary	\$2,913,762
Total Project	\$8,353,637

Vendor:

The Vendor for the Equipment is ENGIE Services U.S. Inc., 500 12th Street, Suite 300, Oakland, CA 94607.

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted for approval to Lessor pursuant to the Escrow Agreement dated as of August 20, 2024, among Lessor, Lessee and U.S. Bank National Association, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT**PAYMENT SCHEDULE**

Principal Amount: \$8,455,000

Interest Rate: 4.58%; 30/360 basis

Commencement Date: August 20, 2024

Rental Payments will be made in accordance with **Section 9** and this Payment Schedule.

[The following draft payment schedule is based on a principal amount of \$8,455,000, an interest rate of 4.58% and an August 15, 2024 closing date. The payment schedule will be finalized after the final principal amount and closing date are set.]

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price *
06/1/2025	\$ 572,639.88	\$ 307,639.88	\$265,000.00	N/A
12/1/2025	187,551.00	187,551.00	0.00	N/A
06/1/2026	467,551.00	187,551.00	280,000.00	N/A
12/1/2026	181,139.00	181,139.00	0.00	N/A
06/1/2027	476,139.00	181,139.00	295,000.00	N/A
12/1/2027	174,383.50	174,383.50	0.00	N/A
06/1/2028	479,383.50	174,383.50	305,000.00	N/A
12/1/2028	167,399.00	167,399.00	0.00	N/A
06/1/2029	487,399.00	167,399.00	320,000.00	\$7,059,900.00
12/1/2029	160,071.00	160,071.00	0.00	7,059,900.00
06/1/2030	495,071.00	160,071.00	335,000.00	6,721,550.00
12/1/2030	152,399.50	152,399.50	0.00	6,721,550.00
06/1/2031	502,399.50	152,399.50	350,000.00	6,368,050.00
12/1/2031	144,384.50	144,384.50	0.00	6,368,050.00
06/1/2032	509,384.50	144,384.50	365,000.00	5,940,000.00
12/1/2032	136,026.00	136,026.00	0.00	5,940,000.00
06/1/2033	521,026.00	136,026.00	385,000.00	5,555,000.00
12/1/2033	127,209.50	127,209.50	0.00	5,555,000.00
06/1/2034	527,209.50	127,209.50	400,000.00	5,155,000.00
12/1/2034	118,049.50	118,049.50	0.00	5,155,000.00
06/1/2035	538,049.50	118,049.50	420,000.00	4,735,000.00
12/1/2035	108,431.50	108,431.50	0.00	4,735,000.00
06/1/2036	543,431.50	108,431.50	435,000.00	4,300,000.00
12/1/2036	98,470.00	98,470.00	0.00	4,300,000.00
06/1/2037	553,470.00	98,470.00	455,000.00	3,845,000.00
12/1/2037	88,050.50	88,050.50	0.00	3,845,000.00
06/1/2038	568,050.50	88,050.50	480,000.00	3,365,000.00
12/1/2038	77,058.50	77,058.50	0.00	3,365,000.00
06/1/2039	577,058.50	77,058.50	500,000.00	2,865,000.00
12/1/2039	65,608.50	65,608.50	0.00	2,865,000.00
06/1/2040	590,608.50	65,608.50	525,000.00	2,340,000.00
12/1/2040	53,586.00	53,586.00	0.00	2,340,000.00
06/1/2041	598,586.00	53,586.00	545,000.00	1,795,000.00
12/1/2041	41,105.50	41,105.50	0.00	1,795,000.00
06/1/2042	611,105.50	41,105.50	570,000.00	1,225,000.00
12/1/2042	28,052.50	28,052.50	0.00	1,225,000.00
06/1/2043	628,052.50	28,052.50	600,000.00	625,000.00
12/1/2043	14,312.50	14,312.50	0.00	625,000.00
06/1/2044	<u>639,312.50</u>	<u>14,312.50</u>	<u>625,000.00</u>	0.00
Totals	<u>\$13,009,215.88</u>	<u>\$4,554,215.88</u>	<u>\$8,455,000.00</u>	

PLUMAS COUNTY, CALIFORNIA

By: _____

Name: _____

Title: _____

* Lessee's option to purchase is subject to provisions of Section 31 of the Agreement.

ESCROW AGREEMENT

LESSOR:
Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

ESCROW AGENT:
U.S. Bank National Association
950 17th Street, 5th Floor
Denver CO 80202
Attention: Global Corporate Trust

LESSEE:
Plumas County, California
520 Main Street
Quincy, CA 95971
Attention: County Administrative Officer

THIS ESCROW AGREEMENT (this “Escrow Agreement”) dated August 20, 2024, is entered into by and among Webster Bank, National Association (“Lessor”), he Plumas County, California (“Lessee”), and U.S. Bank National Association (the “Escrow Agent”).

Lessor and Lessee have heretofore entered into that certain Equipment Lease Purchase Agreement dated as of August 20, 2024 (the “Agreement”). The Agreement contemplates that certain equipment described therein (the “Equipment”) is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$8,455,000, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the “Escrow Fund”), is to be applied from time to time to pay certain costs of acquiring and installing the Equipment (a portion of which may be paid in multiple payments and prior to final acceptance of the Equipment by Lessee), and, if requested by Lessee and approved by Lessor, to pay certain costs of entering into the Agreement.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

Section 1. Each of Lessor and Lessee hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees, to serve as escrow agent upon the express terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in escrow for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold possession of such cash and negotiable instruments on behalf of Lessor.

Section 2. On such day as determined to the mutual satisfaction of the parties (the “Commencement Date”), Lessor shall deposit with the Escrow Agent cash in the amount of \$8,455,000, to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

Section 3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

Section 4. Lessee will direct the Escrow Agent in writing to invest the cash comprising the Escrow Fund from time to time in Qualified Investments (as hereinafter defined). Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this Section, the term "Qualified Investments" means (i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"); (ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America; (iii) money market funds, which funds may be funds of the Escrow Agent or its affiliates (including the investment identified on **Schedule 2** hereto), including those for which the Escrow Agent or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise, and which funds are rated "AAAm" or "AAAm G" by Standard & Poor's. Based upon Lessee's prior review of investment alternatives, in the absence of further specific written direction to the contrary, the Escrow Agent is directed to invest and reinvest the Escrow Fund in the investment indicated on **Schedule 2** hereto. The Escrow Agent may conclusively rely upon Lessee's written investment directions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification to the Escrow Agent that such directed investments constitute Qualified Investments. The Escrow Agent shall have no responsibility with respect to monitoring or determining whether any investment directed by Lessee would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Code.

Section 5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. From time to time, the Escrow Agent shall pay the Vendor or manufacturer of the Equipment, Lessee or other payee upon receipt of the following: (i) a duly executed Certificate of Acceptance and Payment Request, a form of which is attached as **Exhibit A** (a "Payment Request"), duly executed by a Lessee Representative (defined below) and approved for payment by a Lessor Representative, (ii) the Vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the Payment Request, (iii) in the event that certain costs of entering into the Agreement are described in the Payment Request, invoice(s), budget(s), closing statement(s) or other additional documentation specifying the amount(s) of such costs, and (iv) any additional documentation required by Lessor prior to Lessor's approval of such Payment Request, which additional documentation shall be identified to the Escrow Agent. Lessor's approval on the Payment Request in each case shall be conclusive evidence that all invoices, budgets, closing statements and any additional documentation requirements have been received by and are acceptable to Lessor for payment purposes. Without limiting the foregoing, Lessor shall not be required to approve any such Payment Request unless and until Lessee shall have provided to Lessor (i) certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement and satisfactory to Lessor and (ii) payment and performance bonds, each naming Lessor and its successors and assigns as an additional obligee and issued by a surety company rated "A" or better by AM Best in form and substance satisfactory to Lessor.

"**Lessee Representative**" shall be a person designated in the Incumbency Certificate attached hereto as **Exhibit B**, or on a subsequent incumbency certificate of Lessee actually received and acknowledged by Lessor and the Escrow Agent.

"**Lessor Representative**" shall be a person designated in the Certificate of Authorized Lessor Representatives" attached hereto as **Exhibit C**.

b. Upon receipt of a Payment Request for payment of funds from the Escrow Fund, Lessor and the Escrow Agent may, but are not required to seek confirmation of such instructions by telephone call-back to any Lessee Representative, and Lessor and the Escrow Agent may rely upon the confirmations of anyone purporting to be such Lessee Representative. Notwithstanding the foregoing, Lessee agrees that neither the Escrow Agent nor Lessor shall have a duty to seek such confirmation, and shall have no liability for disbursement in accordance with the instructions contained in any Payment Request submitted with signature of a Lessee Representative. Lessor and Lessee hereby confirm that any call-back performed by the Escrow Agent to verify a disbursement instruction pursuant to a Payment Request submitted pursuant to this Section before release shall be made to Lessor only and the Escrow Agent shall have no obligation to call-back Lessee. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Lessor and the Escrow Agent. The parties to this Escrow Agreement acknowledge that such security procedure is commercially reasonable.

c. It is understood that Lessor, the Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying number provided by any party hereto to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank.

d. In the event that Lessor provides to the Escrow Agent and the Escrow Agent actually receives written notice of the occurrence of an Event of Default as defined in the Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund *after* application of the Escrow Fund to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee.

e. Upon actual receipt by the Escrow Agent of a duly executed Payment Request identified as the final such request, the remaining monies in the Escrow Fund shall, *first* be applied to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee, subject to Section 6 below; and, *second* be paid to Lessor, to be applied by Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months, and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in inverse order of Rental Payment Dates, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached to the Agreement will be revised accordingly as specified by Lessor.

f. Lessor and Lessee agree that the security procedures under this Section 5 are commercially reasonable.

g. In the event that the Escrow Agent makes any payment to any payee pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Fund or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the party who benefited from the payment to the payee shall repay to the Escrow Agent upon written request the amount so paid to the payee. The Escrow Agent shall not be liable to any party or any other person by reason of such payment.

Section 6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith in the amount of \$375.00 for escrow services as described herein shall be the responsibility of Lessee, plus any extraordinary expenses incurred by the Escrow Agent at the request of Lessor or Lessee, as set forth in **Schedule 1**.

Section 7.

a. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and/or Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence or willful misconduct. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, at the written direction of Lessee. The Escrow Agent shall have only those duties and responsibilities as expressly set forth herein, and no other duty, obligation or covenant, fiduciary or otherwise, shall be implied or enforceable against the Escrow Agent by any person. The Escrow Agent may conclusively rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent believes to be genuine and to have been signed or presented by the person purporting to sign the same.

b. Without limiting the effect of Section 7(a) hereof, the Escrow Agent shall have no obligation or liability to any other party hereto (or any person claiming through any of them): (i) to review, examine, enforce, administer or take notice of any agreement, instrument or document other than this Escrow Agreement; (ii) to determine whether any conditions precedent to a disbursement of the Escrow Fund, other than receipt of a duly executed Payment Request, together with accompanying invoices as set forth in Section 5(a) (which invoices the Escrow Agent shall conclusively presume are sufficient if Lessor has signed such Payment Request), have been or will be satisfied or otherwise to investigate any notice received by the Escrow Agent hereunder; (iii) to evaluate or determine the validity or legality of any action or omission of any third party, including any federal or state bank regulator; (iv) to make any payment to the other parties or other payees set forth in written instructions received under Section 5 from any source other than the Escrow Fund, and no such payment shall be made if the amount of the Escrow Fund is inadequate; (v) to communicate with any person other than as expressly provided for in this Escrow Agreement; (vi) for any action or omission of the Escrow Agent taken or made upon the oral or written instructions of the parties hereto; (vii) for any other action or omission of, or for errors in judgment by, the Escrow Agent under or in connection with this Escrow Agreement taken or made in good faith and without gross negligence or willful misconduct; and (viii) for special, incidental, consequential, indirect or punitive damages in any event, even if the Escrow Agent has been advised or was otherwise aware of the likelihood of such loss or damages and regardless of the form of action.

c. If any portion of the Escrow Fund is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Fund is stayed or enjoined by any court order, the

Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, whether with or without jurisdiction; and if the Escrow Agent relies upon or complies with any such writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

Section 8. To the extent permitted by law, Lessee hereby agrees to indemnify and save harmless the Escrow Agent (including its directors, officers, employees, and affiliates) from all losses, liabilities, costs, and expenses, including attorney fees and expenses which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder (including those incurred in connection with successfully defending itself against any claim of gross negligence or willful misconduct and the enforcement of Lessee's obligations hereunder), unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the gross negligence or willful misconduct of the Escrow Agent and such indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Escrow Agreement.

Section 9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, upon thirty (30) days' prior written notice, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

If the other parties are unable to agree upon a successor escrow agent within 30 days after such notice, the other parties hereby agree that either of them acting unilaterally shall apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief and in the event the parties fail to do so, the Escrow Agent may so apply to a court of competent jurisdiction. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid in accordance with Section 6.

Section 10. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for actions taken in reliance upon the opinion of such counsel.

Section 11. In the event of any dispute with respect to the Escrow Fund, the interpretation of this Escrow Agreement or the rights and obligations of the parties hereunder, or to the propriety of any action contemplated by the Escrow Agent hereunder, or if the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, then in any such case the Escrow Agent shall not be obligated to resolve the dispute or disagreement or to make any disbursement of all or any portion of the Escrow Fund, but may commence an action in the nature of an interpleader and seek to deposit such funds with a court of competent jurisdiction, and thereby shall be discharged from any further duty or obligation with respect to the Escrow Fund. The costs of such interpleader action shall be borne by Lessee. In the event Lessee shall fail on demand to reimburse the Escrow Agent for such costs, then Lessee irrevocably authorizes the Escrow Agent to deduct any such amounts from the Escrow Fund without any further notice or demand to any person. The Escrow Agent may, in its sole discretion in lieu of filing such action in interpleader, elect to cease to perform under this Escrow Agreement and to ignore all instructions received in connection herewith until the Escrow Agent has received a written notice of resolution signed by the parties to such dispute or disagreement or an order of a court of competent jurisdiction over the matter directing a disposition of the Escrow Fund.

Section 12. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(d) or Section 5(e) hereof.

Section 13. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on page 1 of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt. The Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction (each, a "Notice") received pursuant to this Escrow Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, the person he or she purports to be. Electronic signatures believed by the Escrow Agent to comply with the E-SIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature

provider identified by any other party hereto and acceptable to the Escrow Agent) shall be deemed original signatures for all purposes. Each other party to this Escrow Agreement assumes all risks arising out of its use of electronic signatures and electronic methods to send Notices to the Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to the Escrow Agent in lieu of, or in addition to, any such electronic Notice.

Section 14. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee, and any assignment of this Escrow Agreement by Lessor or Lessee shall not be effective until the Escrow Agent has confirmed that such assignee has provided satisfactory information to the Escrow Agent to satisfy the requirements of the USA PATRIOT Act or any other legislation or regulation to which the Escrow Agent is subject. Notwithstanding the foregoing, any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its municipal corporate trust business, shall be the successor to such Escrow Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 15. Except as provided in the next sentence, this Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. This Escrow Agreement is in addition to any related account applications and other account opening and authorizing documents and/or resolutions on file with Escrow Agent and such documents are hereby incorporated by reference into this Escrow Agreement (the "Account Agreements"). In the event that there are inconsistencies between this Escrow Agreement and any other Account Agreement, the terms of this Escrow Agreement shall control.

Section 16. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder (such costs to be paid as set forth in Section 6) and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

Section 17. This Escrow Agreement may be executed in several counterparts, and each counterpart so executed will be an original. In addition, the parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 18. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of California (the "State").

Section 19. Lessee represents, warrants and covenants for the benefit of the Escrow Agent as follows:

- a. Lessee is authorized under the constitution and laws of the State to enter into this Escrow Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- b. Lessee has been duly authorized to execute and deliver this Escrow Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.
- c. This Escrow Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- d. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department. No part of the Escrow Fund shall be invested at Lessee's discretion in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of the execution and delivery of the Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

Section 20. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act or any other legislation or regulation to which it is subject, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

Section 21. Except as otherwise agreed by the Escrow Agent in writing, the Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Fund, if any. Lessor and Lessee shall provide the Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee hereunder. If requested tax documentation is not so provided, the Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

Section 22. The Escrow Agent will not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control.

Section 23. Nothing in this Escrow Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

Section 24. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ESCROW AGREEMENT.

Section 25. None of the terms or conditions of this Escrow Agreement may be changed, waived, modified, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Escrow Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR:

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Name: Kevin C. King
Title: Senior Managing Director

LESSEE:

PLUMAS COUNTY, CALIFORNIA

By: _____
Name: _____
Title: _____

ESCROW AGENT:

**U.S. BANK NATIONAL ASSOCIATION,
as escrow agent**

By: _____
Name: Kathleen Connelly
Title: Vice President

EXHIBIT A TO ESCROW AGREEMENT

FORM OF CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

To: Webster Bank, National Association

Email: jriddle@websterbank.com; publicfinance@websterbank.com

U.S. Bank National Association (the “Escrow Agent”), as escrow agent under that certain Escrow Agreement dated August 20, 2024 (the “Escrow Agreement”), by and among Plumas County, California (“Lessee”), Webster Bank, National Association (“Lessor”) and the Escrow Agent, is hereby requested to pay from the Escrow Fund (as defined in the Escrow Agreement) established and maintained thereunder, the amount set forth below to the named payee(s). The personal property and costs described below are (i) costs of acquiring and installing part or all of the Equipment listed in the Equipment Schedule attached to that certain Equipment Lease Purchase Agreement dated as of August 20, 2024 (the “Agreement”), between Lessor and Lessee, or (ii) certain costs of entering into the Agreement. The amount shown is due and payable under (i) a purchase order or contract (or has been paid by and not previously reimbursed to Lessee), or (ii) invoices, budgets, closing statements or any other additional documentation.

DESCRIPTION OF EQUIPMENT OR FINANCING COST	AMOUNT	PAYEE
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Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Equipment and related work has been fully paid for, and no claim or claims exist against the Lessee or the Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Equipment for which payment is being requested has been completed in accordance with the terms and conditions of the related Construction and Maintenance Agreement (the “Vendor Agreement”) by and between Lessee and ENGIE Services U.S., Inc., and said applicable portion of the Equipment is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) the amount remaining in the Escrow Fund will, after payment of the amount requested, be sufficient to pay the remaining costs of the Equipment; (vi) a present need exists for such Equipment for which payment is being requested, which need is not temporary or expected to diminish in the near future; (vii) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee’s authority; (viii) the estimated useful life of such Equipment based upon the manufacturer’s representations and Lessee’s projected needs is not less than the term of lease with respect to such Equipment; (ix) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this Certificate; (x) such Equipment is covered by insurance in the types and amounts required by the Agreement; (xi) no Event of Default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default has occurred and is continuing on the date hereof; and (xii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee’s current fiscal year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to pay or cause to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); and (c) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment, together with a copy of Lessee's Declaration of Official Intent and any other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2, is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that (a) all of the Equipment described in the Agreement has been received in good condition and has been installed in accordance with the Vendor Agreement; (b) such Equipment is accepted **"AS-IS, WHERE-IS"**; (c) Lessee has inspected the Equipment, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) Lessee has fully and satisfactorily performed all covenants and conditions to be performed by it as of this date under the Agreement with regard to such Equipment; (e) Lessee waives any right to revoke its acceptance; and (f) the Equipment is fully insured in accordance with the Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

Date: _____, 20____.

Approved for Payment:

WEBSTER BANK, NATIONAL ASSOCIATION,
as Lessor

PLUMAS COUNTY, CALIFORNIA,
as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B TO ESCROW AGREEMENT

**INCUMBENCY CERTIFICATE REGARDING
LESSEE REPRESENTATIVES**

\$8,455,000

**EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 20, 2024, BETWEEN
WEBSTER BANK, NATIONAL ASSOCIATION, AS LESSOR, AND
PLUMAS COUNTY, CALIFORNIA, AS LESSEE**

The undersigned officer of Plumas County, California ("Lessee") hereby certifies that the persons listed below are each designated as an authorized representative of Lessee (each, a "Lessee Representative") for the Escrow Agreement dated August 20, 2024 (the "Escrow Agreement"), among Lessee, Webster Bank, National Association ("Lessor") and U.S. Bank National Association, as escrow agent (the "Escrow Agent"), including but not limited to initiating and approving transactions under the Escrow Agreement and confirming such approvals through call-backs from Lessor and the Escrow Agent relating thereto, all on behalf of Lessee. Each such person is the current holder of the office or title indicated, and the signature set forth opposite the name of each such authorized representative is the true and correct specimen of such person's signature:

Name/Title/Telephone/Email

Specimen Signature

Name

Signature

Title

Telephone #

Email Address

Name/Title/Telephone/Email

Specimen Signature

Name

Signature

Title

Telephone #

Email Address

Dated: August 20, 2024.

PLUMAS COUNTY, CALIFORNIA

By: _____
Name: _____
Title: _____

EXHIBIT C TO ESCROW AGREEMENT

LESSOR REPRESENTATIVES

[To be provided by Lessor.]

SCHEDULE 1 TO ESCROW AGREEMENT

ESCROW AGENT FEES

Initial Acceptance Fee, per account/agreement:

\$375

The acceptance fee includes the review and execution of the documents related to the transaction and initial establishment of the accounts. Payable at the closing.

Annual Escrow Agent Fee Per account/agreement:

waived

The annual administration fee covers the routine duties of the Escrow Agent associated with the administration of the account. Administration fee is payable in advance and not subject to proration.

Legal Fee & Expenses:

We would be utilizing in-house counsel for the review of the governing documents, if required. Should there be substantive changes made to the form of Escrow Agreement initially circulated, then external counsel may be required. External Counsel Fees would be charged at cost. This fee quoted is per transaction, closing or supplement, barring any unforeseen complications or delays with the closing.

Out-of-Pocket Expenses:

AT COST

Includes all related expenses, including but not limited to: travel expenses associated with the closing, counsel fees and their disbursements.

SCHEDULE 2 TO ESCROW AGREEMENT

INVESTMENT AUTHORIZATION FORM

U.S. BANK MONEY MARKET DEPOSIT ACCOUNT

Description and Terms

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its Corporate Trust customers. U.S. Bank's Corporate Trust Services Escrow Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

Automatic Authorization

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

LESSEE'S CLOSING CERTIFICATE

Re: Equipment Lease Purchase Agreement dated as of August 20, 2024, between Plumas County, California, as lessee ("Lessee"), and Webster Bank, National Association, as lessor ("Lessor") (the "Agreement")

We, the undersigned, the duly appointed, qualified and acting _____ and _____ of the above-captioned Lessee do hereby certify as follows:

(1) Lessee did, at meetings of the governing body of Lessee held March ____, 2024, and August 6, 2024, by motions duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of (i) the Construction and Maintenance Agreement with ENGIE Services U.S. Inc. (the "Vendor Agreement"), and (ii) the above-referenced Agreement and related escrow agreement (collectively, the "Transaction Documents") on its behalf by the following named representative of Lessee:

Printed Name

Title

Signature

[This signature line to be signed by person who executed the Transaction Documents on behalf of Lessee.]

(2) The above-named representative of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The meetings of the governing body of Lessee at which the Transaction Documents were approved and authorized to be executed were duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval, and the actions approving the Transaction Documents and authorizing the execution thereof have not been altered or rescinded. *Attached hereto are true and correct copies of the resolutions or other documents constituting such official actions, together with the notice of public hearing relating to the March __, 2024 meeting.*

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(7) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(8) For and on behalf of the Lessee, the officer named in Section (1) above is authorized and has executed the Transaction Documents.

(9) The representations and warranties of the Lessee contained in the Transaction Documents are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof.

(10) No litigation is pending, or, to the best of our knowledge after due investigation and inquiry, threatened to restrain or enjoin the execution or delivery of the Transaction Documents, in any way contesting or affecting the authority for the execution and delivery of the Transaction Documents or the validity thereof, in any way contesting the existence or powers of the Lessee or the title of the officers thereof to their respective offices, or in any way affecting any authority for the validity of the Transaction Documents.

(11) The undersigned hereby represents that the Lessee intends for its digital signatures or other electronic indication of execution on all documents related to this transaction, and the digital signatures or other electronic indication of execution of other parties related to this transaction, to be treated the same and have the same legally binding and enforceable effect as original manual signatures.

(12) The Lessee (A) has authorized its executed counterpart signature page to be inserted into the final version of each document related to this transaction to which it is a party and (B) represents that the Lessee intends to be bound by the final version of all documents related to this transaction to which it is a party, which will be released to each of the parties to this transaction simultaneously with the closing of the transaction, including any such written changes to the documents that may have been made after the Lessee performed the act of affixing its signatures to the documents, and that the Lessee’s agreement to close the transaction shall constitute conclusive evidence of the acceptance of such changes and intent to be bound thereby.

(13) The correct billing address for Rental Payments is as follows:

Plumas County, California
520 Main Street
Quincy, CA 95971
Attention: County Administrative Officer

Dated: August 20, 2024

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE**

**EVIDENCE OF AUTHORIZATION FROM LESSEE'S GOVERNING BODY;
NOTICE OF PUBLIC HEARING
(per Section 4)**

[Please provide signed copies of both resolutions and notice of public hearing.]

ESSENTIAL USE CERTIFICATE

August 20, 2024

Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

Re: Equipment Lease Purchase Agreement dated as of August 20, 2024, between Plumas County, California, as lessee ("Lessee"), and Webster Bank, National Association, as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

I, _____, a duly elected, appointed, or designated representative of Plumas County, California ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

2. *What increased capabilities will the Equipment provide?*

3. *Why is the Equipment essential to your ability to deliver governmental services?*

4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)

5. *Why did you choose this specific Equipment?*

6. *For how many years do you expect to utilize the Equipment?*

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Very truly yours,

PLUMAS COUNTY, CALIFORNIA

By: _____

Name: _____

Title: _____

OPINION(S) OF LESSEE'S COUNSEL
(Validity and tax opinion to be provided by County Attorney and Bond Counsel, as applicable.)

August 20, 2024

Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

Re: Equipment Lease Purchase Agreement dated as of August 20, 2024, between Plumas County, California, as lessee (the "County"), and Webster Bank, National Association, as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

As legal counsel to Plumas County, California (the "County"), we have examined (a) an executed counterpart of the Agreement, which, among other things, provides for the lease by the County from Lessor of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of August 20, 2024 (the "Escrow Agreement"), among Lessor, the County and U.S. Bank National Association, as Escrow Agent, (c) an executed counterpart of the Construction and Maintenance Agreement dated as of March 24, 2024, between the County and ENGIE Services U.S. Inc. (the "Vendor Agreement," and together with the Agreement and the Escrow Agreement, the "County Documents"), (d) an executed resolution of the County which, among other things, authorizes the execution and delivery by the County of the County Documents, and (e) such other opinions, documents and matters of law as we have deemed necessary in connection with the following opinions.

Based on the foregoing, we are of the following opinions:

1. The County is a political subdivision duly organized and existing under the laws of the State of California, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. The County has the requisite power and authority to purchase the Equipment and to execute and deliver the County Documents and to perform its obligations thereunder.
3. The County Documents and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the County, and the County Documents are valid and binding obligations of the County enforceable in accordance with their respective terms.
4. The authorization, approval and execution of the County Documents and all other proceedings of the County relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws, including without limitation, *[Reference California energy statute]*.
5. There is no proceeding pending or, to the best of our knowledge, threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the County Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
6. The Equipment to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
7. The authorization, execution, delivery and performance of the County Documents by the County do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.
8. *[Tax Opinion.]*

All capitalized terms herein will have the same meanings as in the Agreement. Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

CERTIFICATE AS TO ARBITRAGE, TOGETHER WITH IRS FORM 8038-G

[To be prepared and filed by Lessee Bond Counsel.]

INSURANCE COVERAGE REQUIREMENTS

TO LESSOR:
(CERTIFICATE
HOLDER) Webster Bank, National Association, ISAOA
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance (publicfinance@websterbank.com)

FROM LESSEE:
(INSURED) Plumas County, California
520 Main Street
Quincy, CA 95971

Equipment Lease Purchase Agreement dated as of August 20, 2024 (the "Agreement"), between the undersigned ("Lessee") and Webster Bank, National Association

EQUIPMENT LOCATIONS: See **Schedule 1** attached hereto.

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

Check All Appropriate Boxes:

- ☐ **Third-Party Insurance.** In accordance with Section 22 of the Agreement, we have instructed the insurance agent named below to issue the insurance indicated below (please fill in name, address and telephone number of insurance agent):

- ☐ Casualty insurance on the leased equipment ("Equipment") covered by the Agreement, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause **naming Webster Bank, National Association, and/or its assigns, as additional insured and loss payee.**

Coverage Required: Purchase Price (as defined in the Agreement) of the Equipment

- ☐ Public liability insurance evidenced by a Certificate of Insurance **naming Webster Bank, National Association, and/or its assigns, as additional insured.**

Minimum Coverage Required:

\$1,000,000.00 per person

\$1,000,000.00 aggregate bodily injury liability

\$100,000.00 property damage liability

- ☐ Rental Interruption Insurance evidenced by a Certificate of Insurance naming **Webster Bank, National Association, and/or its assigns as loss payee.**

Minimum Coverage Required: Lease Payments payable during a 24-month period.

- ☐ Workers' compensation insurance evidenced by a Certificate of Insurance

Coverage Required: In compliance with State law

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

- ☐ **Self Insurance.** Pursuant to Section 22 of the Agreement, we are self-insured for:

- ☐ All risk, physical damage.

- ☐ Public liability.

Such self-insurance covers Webster Bank, National Association, and/or its assigns to the same extent that commercial insurance would otherwise be required to do so by the Agreement. We will provide proof of such self-insurance in letter form together with a copy of the statute or other authority authorizing this form of insurance.

Date: August 20, 2024.

LESSEE: PLUMAS COUNTY, CALIFORNIA

By: _____

Name: _____

Title: _____

**SCHEDULE 1 TO
INSURANCE COVERAGE REQUIREMENTS**

LIST OF EQUIPMENT LOCATIONS

Almanor Recreation Center
Animal Shelter
Annex Building
Chester Complex & Library
Chester Veterans Memorial Hall
County Assessor (Permit Center)
Courthouse
Fairgrounds Commercial Building
Human Resources (Probation)
Plumas County Street Lighting
Portola Library
Portola Veterans Memorial Hall
Quincy Library
Quincy Museum
Quincy Veteran's Memorial Hall
Road Commissioner Office (Public Works Building)
Sheriff's Office
Large Pump House
Beckwourth Nervino Airport
Chester Rogers Field Airport
Child Support
County Ag Commissioner Office
Quincy Gansner Field Airport

INSURANCE CERTIFICATES (PROPERTY (INCLUDING 24-MONTHS' RENTAL INTERRUPTION COVERAGE), LIABILITY AND WORKERS' COMPENSATION) COMPLYING WITH THE PROVISIONS OF SECTION 22 OF THE AGREEMENT TO BE PROVIDED BY LESSEE, WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED WITH RESPECT TO PROPERTY INSURANCE, AND SHOWN AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY INSURANCE:

Webster Bank, National Association and its successors and assigns
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance (publicfinance@websterbank.com)

[To be provided by Lessee prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]

VENDOR AGREEMENT

[On file with Lessor.]

**PAYMENT AND PERFORMANCE BONDS RESPECTING THE EQUIPMENT, INCLUDING DUAL OBLIGEE
RIDER SHOWING THE FOLLOWING PARTY AS ADDITIONAL OBLIGEE:**

Webster Bank, National Association and its successors and assigns
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

[To be provided by Vendor prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]

UCC-1 FINANCING STATEMENT

[To be prepared and filed by Lessor Counsel.]

LESSEE'S FORM W-9

[On file with Lessor.]



Plumas County, California
520 Main Street
Quincy, CA 95971

Re: \$8,455,000 Equipment Lease Purchase Agreement dated as of August 20, 2024, between Plumas County, California, as lessee, and Webster Bank, National Association, as lessor (the "Loan Obligation")

Ladies and Gentlemen:

Thank you for selecting Webster Bank, National Association (the "Lender") as your lender. We are delivering this letter to describe our role in the transaction.

The Lender has not acted and will not act as your agent or serve as your municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934). We have no fiduciary duty to you and intend only to enter into an arm's-length transaction involving extending credit to you through the purchase of the above-referenced Loan Obligation.

Any quote or indication of interest provided to you consists solely of the terms under which the Lender may be willing to enter into a transaction with you for its own account.

Please acknowledge the foregoing by signing where indicated below and returning this letter via e-mail to our counsel, Gilmore & Bell, P.C. In addition, please identify below any registered municipal advisor, financial advisor or placement agent you are working with on this transaction.

Please let us know if you or your counsel would like to further discuss these matters. Thank you again for doing business with us. We look forward to working with you.

Dated as of August 20, 2024.

WEBSTER BANK, NATIONAL ASSOCIATION

☐ Placement Agent

(Name of Firm)

☒ Financial Advisor/Registered Municipal Advisor:

KNN PUBLIC FINANCE, LLC
(Name of Firm)

☐ No Placement Agent/Financial Advisor/Registered Municipal Advisor

Acknowledgement:
PLUMAS COUNTY, CALIFORNIA

By: _____
Name: _____
Title: _____



CERTIFICATE OF LESSOR

\$8,455,000

**EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF AUGUST 20, 2024, BETWEEN
WEBSTER BANK, NATIONAL ASSOCIATION, AS LESSOR, AND
PLUMAS COUNTY, CALIFORNIA, AS LESSEE**

The undersigned hereby states and certifies as follows:

(i) I am an authorized officer of Webster Bank, National Association, as lessor (the “Lessor”), and as such, I am familiar with the facts herein certified and am authorized and qualified to certify the same.

(ii) On the date hereof, the Lessor has entered into the Equipment Lease Purchase Agreement dated as of August 20, 2024 (the “Agreement”), between the Lessor and Plumas County, California, a general law county existing under the laws of the State of California, as lessee (the “County”).

(iii) On the date hereof, the Lessor paid the price of \$8,455,000 for the Agreement (representing the aggregate principal amount of lease payments at par).

(iv) The Lessor is a “qualified institutional buyer” as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended.

(v) The Lessor has conducted its own investigation of the financial condition of the County, the purpose for which the Agreement is being executed and delivered, and of the security for the payment of the principal and interest components of Rental Payments under the Agreement, and has obtained such information regarding the Agreement and the County and its operations, financial condition and financial prospects as the Lessor deems necessary to make an informed credit decision with respect to the payment of the price for the Agreement described above.

(vi) The Lessor is extending credit to the County as represented by the payment of the price for the Agreement described above for its own loan account and reasonably expects to hold its right, title and interest in and to the Agreement for its own account and does not expect to sell, assign, or otherwise transfer its right, title and interest in and to the Agreement, provided that the Lessor intends to sell a 100% participation interest in the Agreement to an affiliate of the Lessor on the date hereof, at par; and provided further that the Lessor retains the right at any time to assign its right, title and interest in and to the Agreement or any interest therein as it may determine to be in its best interests, that any such assignment shall be made solely in accordance with the terms of the Agreement and in accordance with applicable securities laws, and that following any such assignment the County shall be entitled to continue making Rental Payments directly to the Lessor for subsequent transfer by the Lessor to any such assignee.

(vii) The Lessor understands that no CUSIP number has been assigned to this financing and that this financing is not rated.

(viii) The Lessor understands that the Rental Payments are not secured by any pledge of any moneys received or to be received from taxation by the State of California or any political subdivision or taxing district thereof, including, without limitation, the County; that the Rental Payments will never represent or constitute a general obligation or a pledge of the faith and credit of the County, the State of California or any political subdivision thereof; that no right will exist to have taxes levied by the County, the State of California or any political subdivision thereof for the payment of the principal and interest components of the Rental Payments; and that the liability of the County with respect to the Rental Payments may be subject to further limitations as set forth in the Agreement.

(ix) The Lessor is not acting in the capacity of broker, dealer or municipal securities underwriter, fiduciary or municipal advisor in connection with the payment of the price for or entering into the Agreement described above or the transactions relating thereto.

(x) The Lessor will treat the transaction evidenced by the Agreement as a loan being made by the Lessor, and not as a security, for accounting and regulatory purposes.

Capitalized terms used here and not otherwise defined have the meanings given them in the Agreement.

Dated: August 20, 2024.

WEBSTER BANK, NATIONAL ASSOCIATION,
as Lessor

By: _____
Senior Managing Director

CDIAC FILINGS

- Report of Proposed Debt Issuance (*Filed by Lessee Counsel*)-Please provide.
- Report of Final Sale (*Post-closing--to be filed by Lessee Counsel*)

DISTRIBUTION LIST

[See distribution list separately provided by Municipal Advisor.]

FUNDING MEMORANDUM

[To be prepared by Municipal Advisor.]



Date: August 14, 2024

To: Julie White, Plumas County

From: David Leifer and Bobby Cheung, KNN Public Finance, LLC

Re: Draft Staff Report Language for Plumas County Energy Saving Improvements Financings

Below is sample language that may be utilized for the staff report in connection with the upcoming County Board of Supervisors approval of the 2024 Plumas County Equipment Lease Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing.

Introduction and Purpose of the Financing

The Plumas County Board of Supervisors will consider several Resolutions to approve various documents with respect to the execution and delivery of the 2024 Plumas County Equipment Lease Purchase Agreement Financing (“2024 ELPA Financing”) and the 2024 Plumas County Lease/Leaseback Financing (“2024 Lease Financing”). Proceeds from the two transactions will finance certain energy savings projects on multiple County properties under an agreement with ENGIE Services U.S. The projects have a total cost of \$10,754,246. The County intends to contribute \$1.0 million of cash to the project and finance the remaining cost of \$9,754,246. Plumas County staff have worked diligently with the financing team over the past several months to prepare the structure and documentation of the 2024 ELPA Financing and the 2024 Lease/Leaseback Financing for the Board’s consideration.

The Energy Equipment and Generation Projects

The 2024 ELPA Financing and the 2024 Lease/Leaseback Financing are being issued to fund various energy conservation and generation projects at 24 County sites. These projects include \$960,842 for LED lighting upgrades, \$4,606,784 for HVAC replacement, \$260,316 for pump Variable Frequency Drives (VFDs), \$2,012,542 for a solar project, and \$2,913,762 for backup generators.

The 2024 ELPA Financing

The County will issue the 2024 ELPA Financing to finance all of the costs of the project scope except for the HVAC projects at the Annex Building and Courthouse Building. The 2024 ELPA Financing will be issued as a fixed-rate lease obligation that will pay principal annually and interest semi-annually for a term of 20 years at an interest rate of 4.58%.

The 2024 ELPA Financing structure is based upon an equipment lease agreement between the County of Plumas and Webster Bank, National Association (“Webster Bank”). Webster Bank was selected via a competitive request for proposals process.

The documents to be approved by the Board of Supervisors are summarized below:

1. **County Board of Supervisors Financing Resolution:** The Resolution approves the form of each of the following documents, as well as key parameters for the 2024 ELPA Financing. The Resolution directs County staff to complete the transaction, provided that the parameters specified in the Resolution are met.
2. **Equipment Lease Purchase Agreement:** Plumas County will enter into an equipment lease with Webster Bank. Under the 2024 ELPA, the County will lease the equipment from Webster Bank in return for rental payments representing repayment of the financing. The 2024 ELPA contains the terms and conditions of the lease financing between the County and Webster Bank.
3. **Escrow Agreement:** Plumas County will enter into an Escrow Agreement with U.S. Bank National Association, who will hold and administer the proceeds of the ELPA Financing and distribute the funds to the County as reimbursement for the costs of the energy savings equipment in installments as the various project components are completed.

The 2024 Lease/Leaseback Financing

The County will issue the 2024 Lease/Leaseback Financing to finance the cost of the HVAC projects at the Annex Building and Courthouse Building. The cost of these projects cannot be included in the 2024 ELPA Financing because the facilities are currently subject to the County's 2015 Lease Financing, which established an existing lien at those sites that cannot be subordinated.

The 2024 Lease/Leaseback Financing will be issued as a fixed-rate lease obligation that will pay principal annually and interest semi-annually for a term of 20 years at an interest rate of 4.58%. The 2024 Lease/Leaseback Financing is structured as a lease/leaseback arrangement between the County and the Public Property Financing Corporation of California (PPFCC): The County will lease the Plumas County Animal Shelter to the PPFCC pursuant to the Site Lease; the County will simultaneously sublease the property back from the PPFCC pursuant to the Lease Agreement; the rental payments made by the County under the Lease Agreement are assigned by the PPFCC to Webster Bank, pursuant to an Assignment Agreement. The

The documents to be approved by the Board of Supervisors are summarized below:

1. **County Board of Supervisors Financing Resolution:** The Resolution approves the form of each of the following documents, as well as key parameters for the 2024 Lease/Leaseback Financing. The Resolution directs County staff to complete the transaction, provided that the parameters specified in the Resolution are met.
2. **Site Lease:** Plumas County will lease the Plumas County Animal Shelter to the PPFCC under the Ground Lease.
3. **Lease Agreement:** Plumas County will simultaneously sublease the Plumas County Animal Shelter back from the PPFCC under the Lease Agreement.
4. **Assignment Agreement:** Under the Assignment Agreement, the PPFCC assigns its rights to receive Lease Payments under the Lease Agreement, and the PPFCC's rights to enforce the Lease Agreement, to Webster Bank.

Appointment of Professionals (if needed)

For this transaction, the County Board of Supervisors approves professional agreements with KNN Public Finance, LLC as Municipal Advisor to the County of Plumas, and Jones Hall, A Professional Law Corporation, as Bond Counsel to the County of Plumas.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: August 20, 2024
SUBJECT: Adopt **RESOLUTION** of the Plumas County Board of Supervisors Approving the Partnership Certification Agreement with the National Park Service regarding The Jim Beckwourth Cabin Museum; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** of the Plumas County Board of Supervisors Approving the Partnership Certification Agreement with the National Park Service regarding The Jim Beckwourth Cabin Museum; discussion and possible action. **Roll call vote**

Background and Discussion:

This agreement represents the Secretary of the Interior's certification, under section 7(h) of the National Trails System Act, that the Jim Beckwourth Cabin Museum, located at the north end and west side of Rocky Point Road (just south of the intersection with State Route 70), meets the national historic trail criteria established by the National Trails System Act and any supplemental criteria prescribed by the Secretary of the Interior.

Action:

Adopt **RESOLUTION** of the Plumas County Board of Supervisors Approving the Partnership Certification Agreement with the National Park Service regarding The Jim Beckwourth Cabin Museum; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 3692 FINAL
2. 3692 CALI Certification Agreement FINAL

RESOLUTION NO. 24-_____

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
APPROVING THE PARTNERSHIP CERTIFICATION AGREEMENT WITH THE
NATIONAL PARK SERVICE REGARDING THE JIM BECKWOURTH CABIN
MUSEUM**

WHEREAS, the Beckwourth Cabin is the historical home of James (“Jim”) Beckwourth, an enterprising African American explorer, fur trader, and speculator who made major contributions to western history – establishing a trail through the Sierra Nevada pass, northwest of what is now Reno and just outside Portola; and

WHEREAS, Beckwourth settled in the valley beneath the pass by 1852, becoming an innkeeper and trading post manager. Beckwourth’s first log cabin was burned, and the existing “V” notch log cabin was later built. Wagon trains crossing Beckwourth’s pass enroute to Marysville obtained provisions and lodging at his establishment; and

WHEREAS, the pass crossed the Sierra Nevada at the middle fork of the Feather River and headed down the east ridge past Bidwell’s Bar, directly into Marysville; and

WHEREAS, the County purchased the cabin in 1985, for \$1.00, and the cabin was moved to its current location to preserve it as a museum; and

WHEREAS, after much construction and restoration by Clampers and friends, the cabin opened as a museum in 1991, and visitors flocked to it for years afterwards; and

WHEREAS, the National Park Service seeks to enter into a Partnership Certification Agreement to agree, if mutually deemed appropriate, to work jointly on planning, interpretation, resource management, and other matters that relate to the California National Historic Trail at the interpretive facility and to strive to meet the goals and objectives of the Comprehensive Management and Use Plan for the Trail.

NOW, THEREFORE BE IT RESOLVED, that the County of Plumas agrees to the Partnership Certification Agreement, and the National Park Services acknowledgement of the Jim Beckwourth Cabin Museum as an interpretive facility on the California National Historic Trail.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:


Sara James, Attorney
County Counsel’s Office



Partnership Certification Agreement

Jim Beckwourth Cabin Museum Portola, CA

Type of Property: Interpretive Facility

Owner: Plumas County

General

This agreement represents the Secretary of the Interior's certification, under section 7(h) of the National Trails System Act, that the Jim Beckwourth Cabin Museum, located at the north end and west side of Rocky Point Road (just south of the intersection with State Route 70), meets the national historic trail criteria established by the National Trails System Act and any supplemental criteria prescribed by the Secretary of the Interior.

The National Park Service, Richard Arnold, and Plumas County agree voluntarily to strive to achieve the highest level of resource protection and visitor appreciation of trail resources and history at the interpretive facility, as provided for in the Comprehensive Management and Use Plan for the California National Historic Trail for "...the identification and protection of the historic route and its historic remnants and artifacts for public use and enjoyment." (National Trails System Act 16 U.S.C. - 1241 et seq. Section 3(a)(3)).

Through this agreement, the National Park Service, Richard Arnold, and Plumas County agree, if mutually deemed appropriate, to work jointly on planning, interpretation, resource management, and other matters that relate to the California National Historic Trail at the interpretive facility and to strive to meet the goals and objectives of the Comprehensive Management and Use Plan for the Trail.

Richard Arnold and Plumas County retains all legal rights to the property and nothing in this agreement is to be construed as granting any legal authority to the National Park Service over the property or any action by Richard Arnold and Plumas County.

The agreement may be canceled by either party at any time by providing written notice to the other party. The National Park Service, Richard Arnold, and Plumas County agree, whenever possible, to identify issues or concerns to allow for resolution.

This agreement will remain in effect unless cancelled by either party, or until the ownership of the property is transferred to another entity.

Signatures

I hereby agree to a partnership with the National Park Service for the Jim Beckwourth Cabin Museum, an interpretive facility on the California National Historic Trail.

Richard Arnold
Site Manager, Museum Curator and Docent

Date

Greg Hagwood
Chairman, Plumas County Board of Supervisors

Date

On behalf of the Secretary of the Interior, I agree to a partnership with Richard Arnold and Plumas County, for the Jim Beckwourth Cabin Museum, an interpretive facility on the California National Historic Trail.

Carole Wendler, Acting Superintendent
National Park Service-National Trails Office

Date

Approved as to form:

Sara James, Attorney
Plumas County Counsel's Office



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: August 20, 2024
SUBJECT: Appoint Robert Robinette as the Plumas County Environmental Health Director; effective August 13, 2024, as recommended; and approve and authorize the Chair to sign employment agreement; discussion and possible action.

Recommendation:

Appoint Rob Robinette to Environmental Health Director; effective August 13, 2024, as recommended; approve and authorize the Chair to sign employment agreement; discussion and possible action.

Background and Discussion:

Appoint Rob Robinette to Environmental Health Director; effective August 13, 2024, as recommended; approve and authorize the Chair to sign employment agreement; discussion and possible action.

Action:

Appoint Rob Robinette to Environmental Health Director; effective August 13, 2024, as recommended; approve and authorize the Chair to sign employment agreement; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Rob R. Contract 3684 FINAL (1)

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and ROBERT W. ROBINETTE, II, an individual (“CONTRACT EMPLOYEE”) who agrees as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Environmental Health Director, and other duties as may be assigned. A copy of the Environmental Health Director job description is set forth in Exhibit A and incorporated herein by this reference. CONTRACT EMPLOYEE’s employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE’s duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Environmental Health Director, effective August 13, 2024, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a sixty (60) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may “buy-out” any part of the 60-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter “Severance”) to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE’S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County’s option the Severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrative Officer (CAO).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, CONTRACT EMPLOYEE shall immediately cease providing service pursuant to this contract and will not be provided with the Severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning August 13, 2024, CONTRACT EMPLOYEE shall be paid at the annual salary rate of One Hundred Twenty-one Thousand Three Hundred Forty-seven Dollars and 20/100 Dollars (\$121,347.20) per year (or \$10,112.26 per month), which is Step Five (5) of the pay schedule adopted by the Plumas County Board of Supervisors, per Resolution 2024-8931, and does not include longevity. Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Board of Supervisors Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPRRA member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- e. Holidays: Fourteen (14) paid holidays per year as listed in the County personnel rules , in addition to one (1) floating holiday per year.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06. Contract Employee is currently at a L5 as of the date of this contract.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County appointed department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 60-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each party warrants that it has either consulted with legal counsel of its choice or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 115, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors.

19. GENERAL PROVISIONS

This Agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective August 13, 2024, (the "Effective Date") if approved by both parties.

21. SIGNATURES

COUNTY:

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

CONTRACT EMPLOYEE:

By _____
Gregory Hagwood, Chair
Plumas County Board of Supervisors

Robert W. Robinette, II
"Contract Employee"

Dated: _____

Dated: _____

ATTEST:

Allen Hiskey,
Clerk of the Board

Dated: _____

Approved as to form:



Sara James, Attorney
County Counsel's Office