



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
SEPTEMBER 3, 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.

G. HEALTH AND HUMAN SERVICES AGENCY (HHS) FEASIBILITY STUDY - Debra Lucero

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. AGRICULTURE WEIGHTS & MEASURES

- 1) Approve and authorize Agriculture Weights & Measures to recruit and fill, funded and allocated, vacant one FTE Agricultural and Standards Inspector I/II; (General Fund Impact) as approved in FY 24/25 recommended budget.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Healthcare Santa Rosa an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults and senior adults; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) Mental Health funding approved as to form by County Counsel.

C. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and JPB, LLC dba Silver State International for the repairs of heavy equipment; 3-year contract; effective August 1, 2024; not to exceed \$25,000.00; No General Fund Impact; Road Funds; approved as to form by County Counsel
- 2) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Principal Transportation Planner position, funded and allocated via Public Works Road Fund and Authorize a Three Month Overlap Training Period. No General Fund Impact.

D. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name and adding Canon Financial Services as the payee; no additional monies; (General Fund Impact); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Frank's Garage to provide general automotive repairs and services; effective September 15, 2024; not to exceed \$60,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

E. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in August 2024, as submitted.

F. SOCIAL SERVICES

- 1) Approve and authorize Department of Social Services to recruit and fill, funded and allocated, vacant 1 FTE Office Assistant I/II; (No General Fund Impact) Federal pass through dollars, the State General Fund and County Realignment dollars.
- 2) Approve and authorize the Department of Social Services to recruit and fill, funded and allocated, vacant 1 FTE Information Service Technician; (No General Fund Impact) Federal pass through dollars, the State General Fund and County Realignment dollars.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for the CalWORKs Housing Support Program; effective July 1, 2024; not to exceed \$511,378.26; (No General Fund Impact) Federal and State Funds and 2011 Realignment Funds; approved as to form by County Counsel.
- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for the Bringing Families Home; effective July 1, 2024; not to exceed \$250,000.00; (No General Fund Impact) Federal and State Funds and 2011 Realignment Funds; approved as to form by County Counsel.

G. HUMAN RESOURCES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Liebert Cassidy Whitmore to secure expert training and consulting services to assist the County in its workforce management and employee relations; effective July 1, 2024; not to exceed \$5,680.00; General Fund Impact as approved in FY 24/25 recommended budget 2003552 / 521600; approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. PROBATION - Keevin Allred

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation Department and Environmental Alternatives, a California Corporation dba EA Family Services; effective August 25, 2024; not to exceed \$168,000.00; No General Fund Impact, service agreement will be paid for out of State Adult Probation Grant funding; approved as to form by County Counsel; discussion and possible action.

B. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives providing individuals living with severe mental illness with transitional housing; effective July 1, 2024; not to exceed \$900,000.00; (No General Fund Impact) Mental Health Services Act funding; approved as to form by County Counsel; discussion and possible action.
- 2) Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$28,768.69 for psychiatric room and board stay; (No General Fund Impact) Mental Health funds; discussion and possible action.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and the California Mental Health Services Authority Participation Agreement effective July 1, 2023, to act as a fiscal agent to preform fund transfers on behalf of counties to allow Foster Children who are placed outside their county of jurisdiction; not to exceed \$27,983.53 and a portal fee of \$250.00; No General Fund Impact; mental health funds; approved as to form by County Counsel; discussion and possible action

C. PLANNING - Tracey Ferguson

- 1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Authorizing and Directing the County Administrative Officer and Planning Director (Designee) to Execute Agreements between Rural Community Assistance Corporation and the County of Plumas; No General Fund Impact and General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

D. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize supplemental budget transfer of \$6,540 from Capitol Improvement Jail Fund, Professional Services #2014152-521900 to Computer Hardware, #2014154-549500 to cover cost of fixed asset computer microwave purchase for new jail facility;(No General Fund Impact) SB844 funds; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**
- 2) Approve and authorize Plumas County Sheriff's Office to make a fixed asset purchase for communication microwave for the new jail facility and authorize a non-contract invoice payment to Aviat U.S. Inc, in the amount not to exceed \$6,540.00; (No General Fund Impact) SB844 Grant Funds; discussion and possible action. **Four/Fifths roll call vote.**

E. DEBT COMMITTEE PRESENTATION - Debra Lucero

- 1) **Introduction and Background** Debra Lucero (CAO), Ashu Jain (ENGIE)
See Memorandum for Background on Engie Project and Concerns Expressed at the 8/3/24 BOS Meeting:
The County of Plumas plans to embark on a significant project to transition to renewable, low-carbon energy sources, which is better for our environment and will save the County money on ever-increasing energy costs.
Financing Bobby Cheung, KNN, **Bond Counsel** Scott Ferguson, Esq. Jones Hall)
- 2) 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**
- 3) 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**
- 4) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and KNN Public Finance, LLC. The consultant shall be paid a fixed transaction fee of \$65,000 for the 2024 ELPA Equipment Lease/Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing, and shall be reimbursed for actual expenses incurred, not to exceed \$2,500 for services set forth in Exhibit A of this Amendment. (General Fund Impact) 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
- B. Approve and authorize Chair to sign Amendment No. 1 to agreement between Plumas County CAO and OpenGov; extending terms until October 29, 2024, and two (2) hours additional project management time, ten (10) hours additional analyst time, and twenty-eight (28) hours additional to make up for over budget on workforce plan due to extension; not to exceed \$8,600; General Fund Impact; approved as to form by County Counsel; discussion and possible action.
- C. Viewpoint PBS Programming: Discover America: Great Places to Live, Visit and Start a Business; discussion and possible action.

5. BOARD OF SUPERVISORS

- A. Eastern Plumas Recreation District Board; discussion and possible action.
- B. Authorize Chair to sign a letter to USDA Forest Service for election to receive Federal Forest Revenue Payments for FY 23/24; 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. Personnel: Public employee appointment or employment - Social Services Director
- B. Personnel: Public employee appointment or employment - County Counsel
- C. 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
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (2 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourned meeting to Tuesday, September 10, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: September 3, 2024
SUBJECT: Health and Human Services Agency (HHS) Feasibility Study

Recommendation:

Receive the presentation as information, discussion.

Background and Discussion:

Due to the Federal and State of California structures and funding streams, as well as the overlap in clientele, 45 counties in California have implemented a Health & Human Services Agency structure where Behavioral Health, Public Health and/or Social Services work under one Agency Director. Proponents of this model argue the combined agency model allows for a higher level of service with better client outcomes in a more efficient manner. Opponents of this model argue the same outcomes can be accomplished by increased collaboration between the departments without increasing costs of hiring a Director to oversee all three departments.

As a result, I requested MRG to conduct an analysis to determine whether creating an agency model is feasible in Plumas County. While MRG concluded it is feasible to implement this model in Plumas County, and in all likelihood more counties throughout California will implement this model in future years, after multiple discussions between my office, the Directors of Behavioral Health, Public Health and Social Services and MRG, we have determined that now **is not** the time to pursue this reorganization.

However, through these efforts and discussions, we (CAO, Behavioral Health, Public Health and Social Services) all realize the importance of these three departments working collaboratively in a strategic, system-wide approach. As a result, these three departments are now meeting on a regular basis to discuss common goals and ways to provide services as efficiently as possible. In addition, each department has agreed to provide regular updates at least every six months to the Board of Supervisors and the public on their efforts.

Action:

Receive the HHS Feasibility Study for discussion.

Fiscal Impact:

No General Fund impact.

Attachments:

1. Plumas Feasibility Report



PLUMAS
COUNTY | CALIFORNIA

HHS Feasibility Study Report



Prepared by:

**James T. Gandley DDS, MPH Principal Consultant
Municipal Resource Group, LLC**

July 2024

Table of Contents

EXECUTIVE SUMMARY	1
BACKGROUND AND INTRODUCTION	5
METHODOLOGY AND PROCESS	8
INPUT AND FINDINGS	9
ORGANIZATIONAL STRUCTURE OPTIONS	22
PUBLIC HEALTH, BEHAVIORAL HEALTH, AND SOCIAL SERVICES INTEGRATION	23
INTEGRATION PRINCIPLES AND OBJECTIVES	26
SUMMARY OF FEASIBILITY FINDINGS AND RECOMMENDATIONS.....	28
NEXT STEPS AND ROADMAP FORWARD	30
ATTACHMENT 1 – PLUMAS COUNTY ORGANIZATION CHARTS (CURRENT).....	33
ATTACHMENT 2 – DOCUMENTS REVIEWED	37
ATTACHMENT 3 – COMPARISON COUNTY HHS ORGANIZATIONAL STRUCTURES.....	38
ATTACHMENT 4 – MRG CONSULTANT	56

EXECUTIVE SUMMARY

ENGAGEMENT

Municipal Resource Group, LLC (MRG) was retained by the Plumas County Administration to conduct a Feasibility Study regarding the potential formation of a Health and Human Services Department by investigating the independent Public Health, Behavioral Health, Social Services, and Environmental Health Departments. Plumas County has considered and revisited this potential integration in the past several years. In 2015 some integration of Behavioral Health programs and services occurred and in 2017 a Health and Human Services integration proposal was submitted to the Board of Supervisors for review. Currently, Plumas County Administration has decided to revisit the feasibility of integration in the post-COVID-19 social and economic environment. It was requested that a recommendation be provided that would assist executive county and department management in considering alternative approaches to organizational design and service delivery that would best support the continued delivery of quality-based public health services to the residents of Plumas County.

MRG Consultant James T. Gandley D.D.S., M.P.H. serves as the Principal Consultant on this project. The findings represent the analysis and feedback gained from a review of the internal and external factors currently impacting the individual departments. The associated findings and recommendations are designed to assist Plumas County in strengthening its organizational excellence in people, organizational culture, service delivery, and data-driven decision-making, all with a customer-centric focus.

BACKGROUND

Services provided by the four separate departments to Plumas County residents are funded through federal, state, and local funds and service fees. Services are primarily provided by county staff with limited volunteer and community provider assistance.

Overall, these services and the associated funding streams have been well managed within the parameters of the FY 2023-2024 departmental budgets. However, during the past few years, all four departments experienced a series of senior management and critical staff turnovers. As a result, the departments have been in an ongoing organizational transition. The challenges associated with inconsistent leadership and lack of consistent policy and procedure have been exacerbated by the COVID-19 pandemic and retirements.

Currently, interim assignments and newly hired management staff are addressing these challenges. Additionally, the long-tenured Social Services Department Director has recently retired.

OPERATIONAL CHALLENGES

This Feasibility Study has revealed much for Plumas County to be proud of. All four departments have dedicated staff who are committed to addressing and serving community needs. The departments have a well-developed capacity to provide the

residents of Plumas County with essential services. The review also confirms that, for the most part, programs and services are being well managed to provide adequate services within budget parameters. Senior management and supervisory staff value the programs under their purview and are committed to delivering quality-based services.

During this study, the consultant assessed the core organizational components of the four departments: culture, strategy, compliance, and structure. Most organizations experience real-time challenges in these areas. While they can impact critical service delivery, Plumas County has been successful in addressing them on a case-by-case basis.

CRITICAL FINDINGS

During interviews with the department directors, input was provided regarding some long-standing, organizational challenges.

ORGANIZATIONAL CULTURE

To be clear, staff satisfaction surveys and interviews have not been components of this high-level Feasibility Study. If Plumas County decides to move forward with an HHS integration these would be critical next steps. Per the discussions with the CAO and department directors, communication (top-down, bottom-up, and peer-to-peer) needs attention. Policies and procedures, job responsibility requirements and expectations, and individual accountability should all be reviewed and addressed as necessary even if an HHS integration is not initiated. Greater organizational transparency goes a long way in improving these areas.

POLICIES AND PROCEDURES

While many policies and procedures exist, many are outdated, incomplete and/or underutilized. Organizational consistency is critical for the delivery of quality services. This area needs increased focus and attention.

RECRUITMENT AND RETENTION

Plumas County continues to experience challenges in the areas of filling vacancies and staff turnover. These challenges must be addressed through augmented recruitment strategies, onboarding orientation, and addressing current organizational culture, communication, and professional development opportunities to ensure effective retention.

ORGANIZATIONAL DESIGN

This Feasibility Study finds that the four independent departments can continue as stand-alone departments. However, based on the current internal and external organizational assessment, organizational structure, fiscal budgeting, and the review of comparative counties, ***the recommendation is to move forward with the integration approach to establish a new Plumas County Health and Human Services Department.***

ORGANIZATIONAL STRUCTURE OPTIONS

Many local governments perceive that they are “unique” in terms of the issues they face, or their respective approaches to resolving those issues. This is generally not the case, and while Plumas County has unique challenges, the overall design of its organization, staffing structure, and service delivery model is not too dissimilar from several other counties.

With that being stated, there is no single organizational structure that fits every organization. An organization’s unique structural design must be built to align with its vision, mission, service delivery palate, organizational culture, communication style, and budget. When the best structure is identified and implemented optimally, it will ensure that the right service is provided to the right client in the right setting, at the right time, and the right cost, resulting in the “right” outcome.

Currently, the Plumas County organizational structure of the four departments under review in this Feasibility Study is challenged based on critical leadership vacancies, interim assignments, and unsuccessful recruitments. Organizational structures of comparison counties were surveyed in this Feasibility Study. The clear trend is the movement from independent departments to integrated Health and Human Services systems of service delivery. The findings of this comparison county review support the integration of the four independent departments into a Health and Human Services Department.

These types of integrated mergers allow for and facilitate a more holistic approach to service delivery than is currently being provided by the independent departments. Generally, integration enhances access to care and outcomes by streamlining intake, resource allocation, and service delivery. It can also set the stage for creative cross-funding for positions and services between the now-siloed departments and their funding streams.

SUMMARY

When all the data, input, and findings of this Feasibility Study, were reviewed and considered, the answer to the big question of whether Plumas County can integrate the services of Public Health (including Environmental Health), Behavioral Health, and Social Services Departments into a Health and Human Services Department, is YES. All the essential building blocks are currently in place. Current infrastructure and organizational design are adequate but could be improved under an HHS umbrella which would better position the county to address future challenges.

This type of HHS restructuring is consistent with statewide and national trends. The Federal Government and many California counties have embraced an HHS organizational design for the future. This organizational structure will offer currently untapped opportunities for identifying innovative funding opportunities and service delivery models.

The basic tenets that will impact the next step/integration considerations include:

- What is best for the clients served by the departments?

- What is best for staff employed by the departments?
- What is best for assuring the delivery of quality-based, cost-effective services?
- Does the selected approach best support organizational service delivery and succession planning?

Timing for integration is always a major consideration and can best be determined by the BOS, CAO, and independent department directors. Whether or not to integrate comes down to two basic questions, why and when.

The first question “Would an HHS umbrella better position Plumas County to deliver future quality health and social services to its residents?” The simple answer is YES. The findings have supported this approach. There is currently legitimate Plumas County concern regarding manpower, dollars, and organizational capacity to engage this process but all the necessary building blocks are available and begs an answer to the question of timing.

Is NOW the right time? That will be a Plumas County internal decision. The more appropriate question might be, “If not now, WHEN?” Plumas County has the capacity to undertake this integration now. To be sure, there will be ongoing fiscal and staffing challenges. However, this is the case in every organizational transition or integration. Plumas County’s challenges do not seem to outweigh the potential benefits.

With the continuing focus and commitment of the Plumas County Board of Supervisors, county executive management, and department director leadership there is enhanced opportunity for organizational improvement and greater levels of quality service delivery. There is no one-size-fits-all solution. However, integration and associated service delivery strategies will assist Plumas County in increasing its impact on the children, adults, and families it serves by improving its processes, developing, and growing its existing employees, and empowering its teams to reach increasingly higher levels of performance and associated quality outcomes.

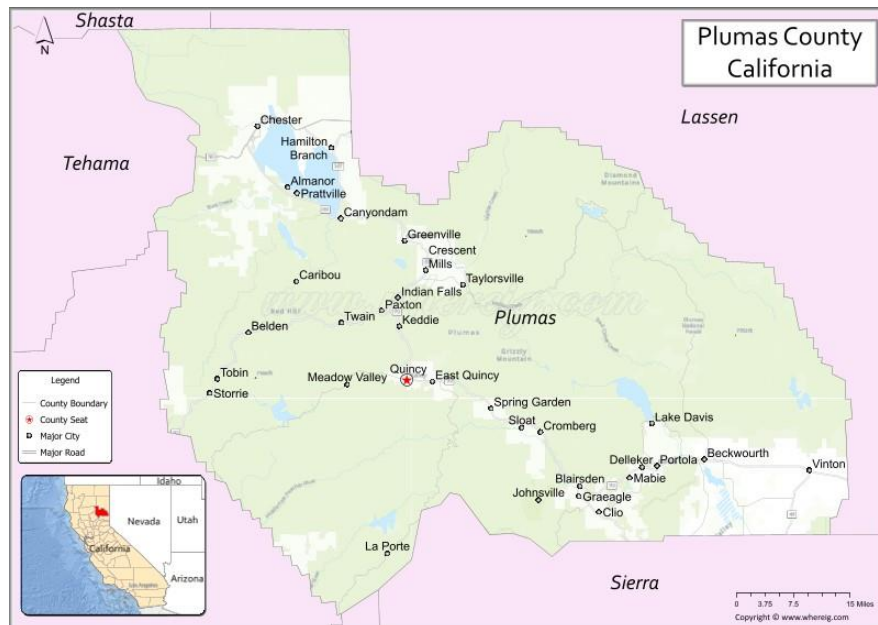
The process can be daunting. All parties must understand that this integration will be a sequential, benchmarked, multi-year process. These integrations typically take two to four budget cycles to be fully realized. As the challenges associated with addressing and implementing an integration are considered there are critical areas of attention and focus that must be addressed. These include a laser focus on organizational culture and communication along with attention to business process and service delivery. If the County decides to move forward, MRG can contract to provide a transition plan with specific models, organizational designs, staffing patterns, and benchmarks.

MRG would like to take this opportunity to acknowledge and thank Plumas County executive management and senior department leadership for their openness and willingness to embrace frank conversation and potential change. Change starts at the top and it is critical to note the commitment and dedication to quality service provision at the highest levels of Plumas County organizational structure.

BACKGROUND AND INTRODUCTION

COUNTY PROFILE AND DEMOGRAPHICS

Plumas County describes itself as “nestled at the sweet spot where the Sierra Nevada meet the Cascade Mountains.” The County seat, Quincy, is approximately equal distance from Chico and Reno, about 2.5 hours northeast of Sacramento.



Plumas County's rural nature with remote communities creates special challenges for delivering essential services including health and medical services. Like many rural areas, shorter life expectancies, low income, and unemployment remain consistent challenges. Consistent public transportation is also a challenge, especially during the winter. Maintaining a healthy community is highly challenging when coupled with these seasonal access issues.

The current population of Plumas County is 19,486. The table below displays the core demographics of Plumas County's population and how it compares to the State of California as a whole. This information is critical in assessing needs and strategies for outreach and delivering quality public health services to the county's residents.

**PLUMAS COUNTY, CALIFORNIA
2023 TOTAL POPULATION 19,486**

CALIFORNIA TOTAL POPULATION 39,029,342

RACE/ETHNICITY	PLUMAS COUNTY	CALIFORNIA
Caucasian/White	80.9	35.2
Hispanic/Latino	10.4	40.2
Asian	0.6	15.9
Native American	1.0	1.7
Multi-Racial	5.7	
African American/Black	1.1	6.5
Pacific Islander	0.2	1.7
Other	0.1	
GENDER		
Female	48.3	50
Male	51.7	50
AGE		
Median	53.1	37.9
Under 18	17	22.4
18 - 64	53	62.4
65 and over	30	15.2
EDUCATION		
HS Graduate or Higher	28	21
Bachelor's Degree or Higher	25	35.3
MEDIUM HOUSEHOLD INCOME	\$67,623	\$91,551
PERSONS IN POVERTY	10.9	12.2

Source: Plumas County Website/Statistics

BACKGROUND

Services provided by the four separate departments to Plumas County residents are funded through federal, state, and local funds and service fees. These services are primarily provided by county staff with limited volunteer and community provider assistance.

Overall, these services and the associated funding streams have been well managed within the parameters of the FY 2023-2024 departmental budgets. However, during the past few years, all four departments have experienced a series of senior management and critical staff turnovers. As a result, the departments have been in an ongoing organizational

transition. The challenges associated with this inconsistent leadership and lack of consistent policy and procedure have been exacerbated by the COVID-19 pandemic and retirements.

Currently, interim assignments and newly hired management staff are addressing these challenges. The staffing models of the four independent departments vary (Attachment 1). They include an array of licensed and unlicensed positions including administration and fiscal positions, licensed professional staff, and support staff. Staffing in all four departments is currently a mix of long-term (10+ years) and short-term (<2 years) staff. The tenured Social Services Department Director and Interim Environmental Health Director are nearing retirement. The Public Health Director is relatively new to her position. Consistency in administrative leadership is an evolving challenge for the county.

INTRODUCTION

The past few years have been challenging for the four health and social services-oriented departments of Plumas County. There has been significant management and staff turnover which were exacerbated by the COVID-19 epidemic. These challenges have resulted in the desire to conduct a current Feasibility Study to re-explore the potential of integrating four independent departments into a new Health and Human Services Department. These departments include Public Health, Environmental Health, Behavioral Health, and Social Services. A potential integration can serve as a key component in strengthening Plumas County's capacity to partner with communities, community-based organizations, local and state stakeholders, and agencies to improve service access and equity for all Plumas County residents. This will require commitment at all levels of the organization and must be built on a strong organizational culture.

Additionally, this study will review data and analyze the current organizational infrastructure, practices, and capacity of each of the four independent departments. It will explore potential areas for improvement by integrating. These forward-thinking strategies will assist in best positioning Plumas County for achieving its mission to deliver quality services to its residents.

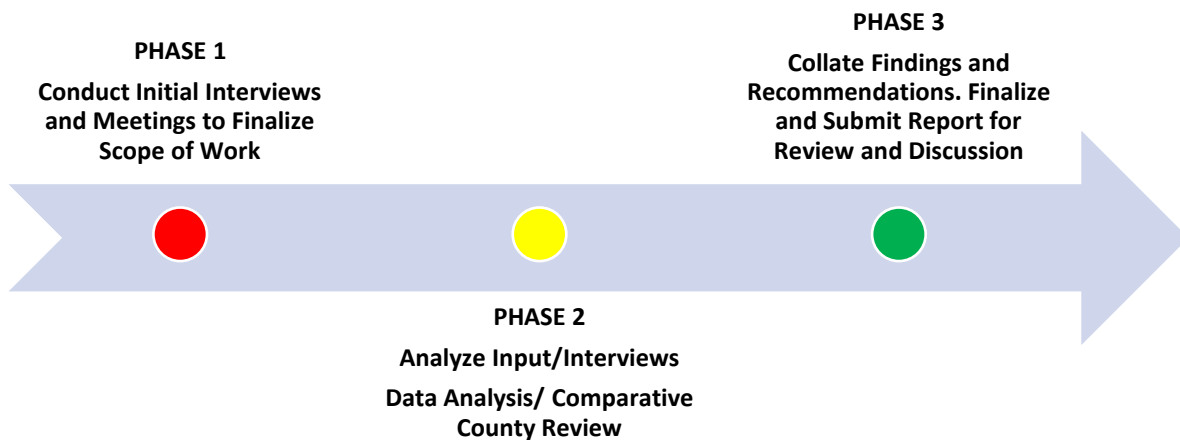
It is well recognized that the primary mission of health and social services-oriented departments is to assure optimal health and well-being for the populations they serve and to eliminate health and social inequities using a broad spectrum of approaches to create healthy communities. This not only involves individual health, but also other significant environmental issues impacting health including water and air quality, social issues, such as transportation and accessibility, housing, and social determinants including race, gender, education, and employment.

This Feasibility Study will assist senior Plumas County leadership in determining if an integrated organizational structure, will increase capacity, improve staffing structure, and provide opportunities for improving service delivery.

METHODOLOGY AND PROCESS

This Feasibility Study process is systematic, yet flexible, to adequately adapt to any changes in the internal and external environment. It consists of both an internal and external review. The Study represents the analysis and feedback gained from a review of the internal and external organizational environment and it also considers the organizational structure of comparative counties.

The MRG/Plumas County HHS Feasibility Study was performed using the following information-gathering methodology and process structured in three sequential phases as follows:



A feasibility study can serve as the cornerstone of any organizational transition. It must be simple and understandable yet provide identifiable and realistic recommendations. For this study, the MRG Consultant conducted a series of discussions with Plumas County CAO Debra Lucero to identify current organizational needs and to develop the initial scope of work.

It was agreed that a feasibility study and its subsequent report be provided to explore the potential integration of the Public Health, Environmental Health, Behavioral Health, and Social Services Departments into a single Health and Human Services Department. It was requested that the study undertake a high-level analysis of the internal and external factors impacting current service delivery and how integration into a Health and Human Services Department might enhance service delivery.

As part of this study, a high-level review of four organizational components, which are critical for every organization to effectively manage its resources in a manner that assures service delivery success, was conducted. They are as follows:

1. Organizational Culture
2. Organizational Strategy
3. Organizational Compliance
4. Organizational Structure

Input regarding these four components was provided during interviews with the CAO and four department directors or surrogates and augmented by follow-up data and document review.

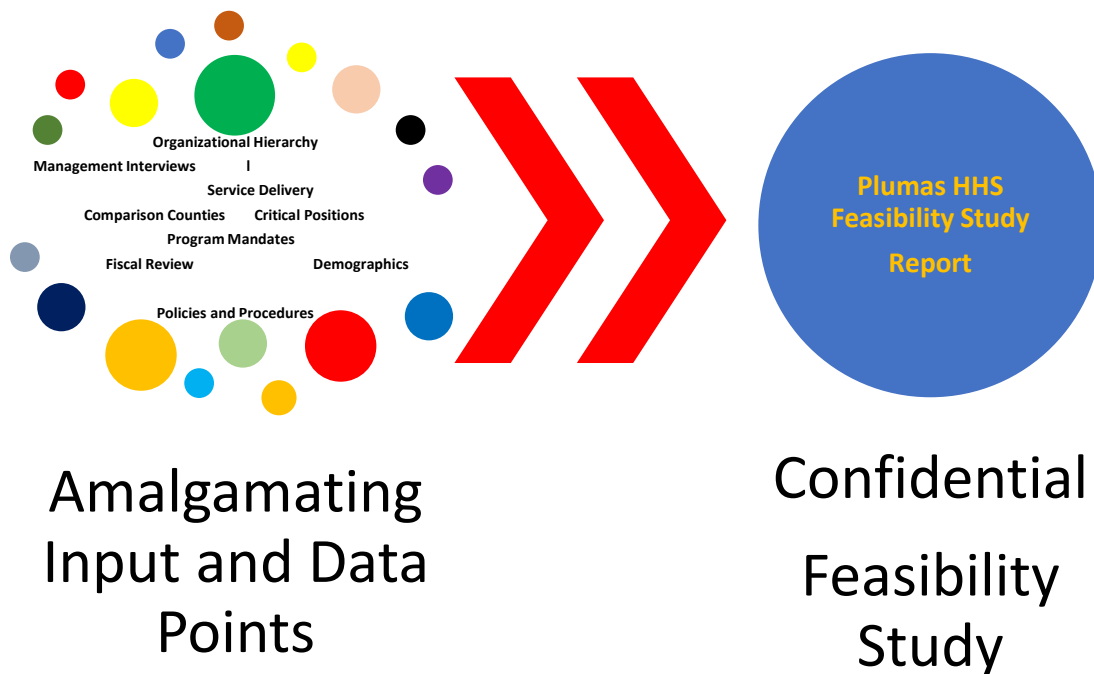
Each of these areas will be addressed in this study and in the body of this document.

INPUT AND FINDINGS

INPUT

The MRG Consultant conducted an internal and external assessment of the four Plumas County departments.

This section of the report summarizes the critical input and analysis. The findings and recommendations are identified and addressed below and will be amalgamated into this report.



The Feasibility Study findings are developed from a thorough review of the four organizational areas previously referenced (Culture, Strategy, Compliance, and Structure). These findings are detailed below, incorporating operational data review, management interviews, and an organizational structures review in comparable counties.

The Consultant's conclusions and recommendations are derived from extensive health and human services experience, historical data analysis, and familiarity with broad organizational best practices. They are provided for your consideration to stimulate dialogue and discussion.

This study has uncovered much for Plumas County to be proud of. All four departments have dedicated senior management, supervisors, and staff who value the programs under

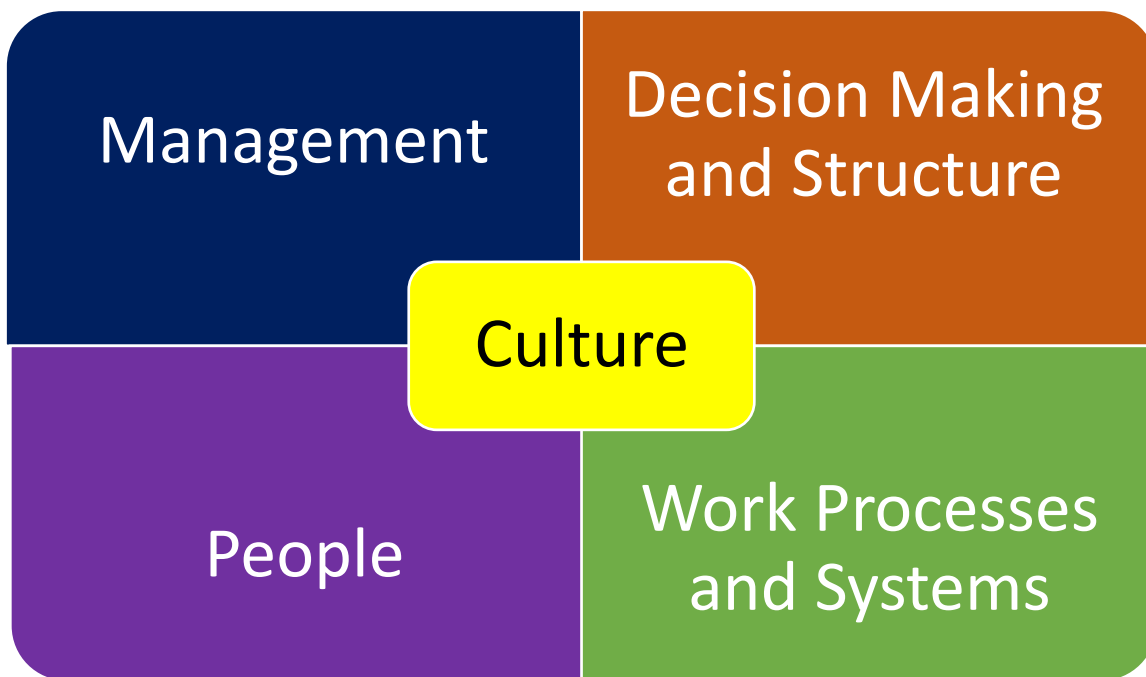
their purview and are committed to meeting and addressing community needs. Each independent department exhibits a well-developed capacity to provide the residents of Plumas County with essential, quality-based, health and social-related services. The study also confirms that, for the most part, programs and services are being managed at a highly professional level in staff deployment, budget guidelines, expenditures, and claiming.

However, like most organizations, challenges are impacting critical service delivery. These challenges must be addressed on a case-by-case basis, whether an integration is undertaken or not. Addressing them requires considerable organizational resources commitment, management oversight, and staff engagement.

INTERNAL ASSESSMENT

1. ORGANIZATIONAL CULTURE

A thorough and effective Feasibility Study always includes evaluating the current organizational culture, which is the heart of any organization (see below). A critical first step is to review and determine if the current organizational structure and management hierarchy are best designed to facilitate effective decision-making, involve the appropriate staff, and facilitate effective work processes and systems. When these components are all in sync and functioning at a high level, it will ensure that the organizational vision, mission, and service delivery expectations are being met.



Organizational culture is an observable, powerful force in any organization and comprises of shared values, beliefs, and behaviors. It serves as the foundation for how people successfully behave in the workplace. It permeates and impacts, either positively or negatively, virtually every aspect of an organization.

Every organization must create and sustain a healthy organizational culture to achieve its mission objectives. A healthy culture is dependent on excellent and effective communication, training, trust, and performance accountability.

A universally agreed-upon basic tenet of effective executive management is that organizational leaders are primarily responsible for and serve as the dominant force in shaping and maintaining an organization's culture, and more importantly, setting the tone for the type of culture that will be reflected throughout the organization. Any organization without a positive culture will fail to excel or achieve its mission objectives effectively.

- A. Is the organizational cultural foundation of shared values, beliefs, and behaviors healthy and supporting the organization in achieving its mission objectives effectively?
- B. Are communication, training, performance responsibilities, and expectations clear?

Findings

Overall, the department directors believe that the organizational culture seems healthy. As with all organizations, there are some disgruntled staff and associated challenges, but the belief is that most staff come to work daily, committed to the organizational mission of providing Plumas County residents with quality services.

Improved communication and transparency (top-down, bottom-up, and peer-to-peer) were identified as a priority by the CAO and department directors. Effective and consistent hierarchical communication is essential for organizational success. Better communication leads to more cohesive and productive work units.

Currently, there is a sense of isolation and siloing between departments. Staff and management turnover has negatively impacted communication and performance responsibilities and expectations. Additional training and a streamlined organizational structure could assist in addressing these challenges.

Regularly scheduled meetings between the department directors are a critical first step in improving communication, then embedding this at lower levels of organizational structure.

These meetings will improve information sharing with staff and establish a more inclusive and transparent organizational environment that will foster improved buy-in, teamwork, and trust. This is even more critical if integration is undertaken. Effective and transparent communication will enhance staff "buy-in" and a greater understanding of organizational mission.

Policies and procedures, job responsibility requirements and expectations, and individual accountability all need to be reviewed and assessed.

These areas should be addressed even if integration does not move forward.

2. ORGANIZATIONAL STRATEGY

Organizational strategy arises from a department's *mission* which explains why it is in business, its *vision* which describes what the department will have achieved in fulfilling its mission, and its strategic plan which describes how it will deliver its mission to attain its vision. The organizational mission and vision form the basis for the long-term goals, and the organizational strategic plan accomplishes them. To achieve the organizational mission and vision, services must be delivered in the least restrictive, most accessible environment within a coordinated system of care that respects a client's family, language, heritage, and culture.

Any high-performance organization must implement sound strategies for aligning its people, activities, and processes. An organization's leaders must ensure that the strategy is clearly defined and effectively communicated, monitored, and executed throughout all levels of the organization to succeed.

- A. Are current organizational business and service delivery strategies sound and effective?
- B. Are the organization's leaders ensuring that the strategies are clearly defined, effectively communicated, monitored, and implemented throughout all levels of the organization?

Findings

Currently, an overall consistent and clear understanding of each department's mission and vision and how they support each other and symbiotically dovetail with the county's greater mission and vision seems muddled. There is currently an organizational disconnect between the siloed programs of the independent departments. While most staff have a sense of their individual roles and responsibilities, there is a lack of clarity in addressing broader needs with appropriate intra and inter-departmental service referrals.

A significant consequence is that departmental staff have inadequate organizational buy-in resulting in decreased inter-departmental teamwork and commitment. An HHS integration process will assist in addressing these challenges and result in a more holistic and integrated strategic plan.

3. ORGANIZATIONAL COMPLIANCE

On a practical level, a strong compliance and ethics program supports an organization's business objectives and alerts management when the organization is pressing the boundaries of acceptable business practices. A basic tenet of organizational compliance requires senior management to model and communicate the organization's values and behavioral expectations.

Every organization must develop and maintain compliance-driven and ethical business practices. Organizational compliance is one way of defining and regulating proper individual

and group behaviors by assuring that laws, regulations, policies, and procedures are understood and followed.

- A. Is current oversight defining, assuring, and regulating ethical and audit-proof service delivery?
- B. Are all laws, requirements, regulations, policies, and procedures meeting the gold standard?

Effective compliance is accomplished through the establishment of clear policies and procedures, organizational training and staff development, and fiscal oversight. Senior managers and supervisors are responsible for effectively communicating these policies and procedures throughout the organization, along with clear expectations for adherence and consequences for non-adherence. Compliance issues are currently being addressed but could be more efficient in a system-wide HHS model.

Compliance can present some of the most daunting challenges during an integration. The most successful integrations discover how to blend funding streams in the most creative ways. This requires proactive and at times visionary approaches to expenditures and claiming. If senior management is doing their job effectively, they should “think outside of the box” when interpreting guidelines, anticipate audit challenges, and be prepared to defend actions and expenditures through improved access and outcomes. Results talk.

A specific individual within the larger organization could be delegated day-to-day operational oversight of department-wide policy and procedure, compliance, and ethics issues. The management-level individual to whom this is delegated must be given adequate resources, appropriate authority, and access to all necessary resources to assure success. A major component of assuring compliance is to delineate lines of reporting and authority, while at the same time delegating authority with responsibility to subordinates to accomplish the goals and objectives of the compliance and ethics components of organizational practice.

A significant advantage to integration is that many redundant compliance issues can be centralized. Compliance oversight is a consequential activity that drains organizational resources. Centralizing high-level oversight and thereby reducing redundancy can provide actual cost savings.

4. SWOT ANALYSIS

While a formal SWOT Analysis was not conducted, input from interviews with the CAO and the department directors, augmented by a thorough “desk review” of historical data including current organizational structure, staffing models, documents, external reviews, responses to reviews and audits, policies and procedures, staffing, and budget data provided a cumulative analysis with significant insights regarding each department’s strengths, weaknesses, opportunities, and threats. The table below is a cumulative representation of those high-level impressions, followed by summaries of the more detailed findings.

S Strengths	W Weaknesses	O Opportunities	T Threats
Dedicated Staff Post-COVID Adjustments Have Been Appropriate And Generally Well Received Staff Works Well Together Equitable Health Access for All exists Internal Resources are well-utilized	Ongoing Organizational Restructuring Leadership Turnover Critical Licensed Professional Staff Vacancies Exist Inadequate Communication Between Department Heads Policies and Procedures Need Updates and Standardization	Grant Funding Open Recruitments Untapped Community and Contract Resources Expanded Use of Technology and Social Media for Outreach Increased Onsite Staffing	State Budget funding Allocations Inadequate Leadership and Vision Increasing Underserved Populations Pending Retirements of Senior Management and Critical Staff Natural Disasters

FINDINGS

ORGANIZATIONAL HIERARCHY ORGANIZATIONAL DESIGN

The four Plumas County departments can continue as stand-alone departments or integrate into a Health and Human Services (HHS) model. **Based on the internal and external organizational assessment and the review of comparative counties, this Feasibility Study supports the potential integration of the four independent departments into an HHS configuration.**

ORGANIZATIONAL TRAINING AND STAFF DEVELOPMENT

Many organizational staff training courses could be centralized in an HHS integration. Targeted training for specific classifications would continue but broader training could be centralized. A cross-functional Organizational Training/Compliance Team comprised of supervisors, line staff, and members of each department could be developed and empowered with the responsibility for the development of an Organizational Training Plan for all employees. The team leader could meet periodically with HR staff to ensure that

appropriate training is identified, developed, and delivered as indicated to the right staff at the right time. This will enhance learning and development opportunities and facilitate the efficient flow of information across the new organization.

FISCAL

Overall, all four departments are fiscally sound. The oversight and stewardship of funding streams and expenses are managed very well. While there are some audit and timeliness challenges, these are all being addressed appropriately. There are opportunities to centralize many of the fiscal functions of the four departments under an HHS umbrella. Additional opportunities for sharing and redirecting funding streams from year to year can be enhanced under an HHS umbrella through “out-of-the-box” progressive approaches to service delivery. This is much more likely to occur in a centralized HHS Department organizational environment than in an organizational structure of stand-alone, siloed departments.

MANDATED SERVICES

The departments are in compliance with the California-mandated services. While some issues are periodically raised in audits, these audit findings are addressed appropriately. Mandated services should be reviewed and updated yearly.

POLICY AND PROCEDURE UPDATE AND STANDARDIZATION

Policies and procedures exist throughout all departments. However, the level of consistency, formalization, and content varies. Currently, the departments rely on experienced staff who understand their responsibilities, tasks, and assignments. The integration of services into an HHS umbrella will provide an opportunity to revisit and standardize many independent department policies and procedures that have not been reviewed and updated for some time. This can streamline system-wide oversight and compliance. This component of organizational consistency is critical for the delivery of quality services.

RECRUITMENT AND RETENTION

Plumas County continues to experience challenges with recruitment, especially for senior management positions and licensed professionals. These challenges must be addressed through improved recruitment strategies and onboarding orientation.

Retention is satisfactory but can be enhanced with improved communication and opportunities for augmented training and professional development opportunities. An HHS umbrella provides improved career ladders and internal job transfer opportunities.

HYBRID WORK-FROM-HOME (WFH) STAFFING MODEL

Over the past decade, there has been increasing pressure from employees on their organizations to embrace work-from-home (WFH) staffing models. COVID-19 hastened this transition and there is no turning back. Most California counties, especially the rural/frontier counties, have some level of WFH staffing models. The benefits and

drawbacks of WFH models are well documented. With proper oversight, WFH staffing models can work in remote/frontier counties like Plumas County.

While most organizations are embracing this hybrid (onsite/WFH) staffing model it continues to provide challenges. *There is no substitution for onsite, face-to-face interaction.*

The bottom line is that WFH models require more supervisor oversight. This requires increased organizational structure to properly engage remote employees and address workload.

Organizational culture is a major casualty of a WFH hybrid model. Less employee-to-employee “facetime” contributes to feelings of isolation and disconnectedness. Lack of employee bonding is also a “soft” but significant consequence of WFH. Water cooler “chit-chat” and hallway cross-pollination of program knowledge and service delivery is lost. Organizational trust is also impacted negatively. While emails, texting, and chats are convenient for information exchange, they do not build trust and credibility the same way face-to-face interactions do. Structured communication between supervisors and employees is critical for engagement and productivity. This is why visual connectivity like interactions is so critical to help bridge this gap. Consistent communication also fosters accountability.

Plumas County seems to be managing through this post-COVID work-from-home/on-site transition in a thoughtful and fair manner. Integration will assist in standardizing WFH expectations and requirements across the four currently independent departments.

4. ORGANIZATION STRUCTURE

The first three components of organizational review, culture, strategy, and compliance, help define the final component, organizational structure. The looming question is, “What is the most efficient and effective organizational structure?” At the macro level, the organizational structure should be designed in a manner that facilitates the delivery of quality-based, best services in the most cost-effective manner to the residents of Plumas County.

When coupled with streamlined decision-making and work processes (organizational strategies), staffing models (people and culture), and accountability (compliance), organizational success is enhanced.

This component of the Feasibility Study required both an internal and external assessment. The external component of this study was accomplished through the review of HHS organizational structures in California comparison counties. The comparison counties are presented below. Non-HHS counties have independent department organizational structures like the current Plumas County configuration.

COMPARATIVE COUNTY DATA

A comparative county review of California County public health, environmental health, behavioral health, and social services system configurations was conducted. At a macro-level, the 58 California health and social services systems are structured in the following manner:

Full HHS Department or Agency Integration	27 counties
Limited Hybrid Integrations (2 or more combined departments)	18 counties
Stand-alone Departments	<u>13 counties*</u>
TOTAL	58 counties

*Some of these counties are currently engaged in planning for potential HHS integrations.

As demonstrated above, most of the counties are organized under some variation of HHS organizational structure.

At a micro-level, California comparison county HHS structures are presented in the table below. When possible, comparative county Organizational Charts were obtained. (Attachment 3)

COMPARISON COUNTY ORGANIZATIONAL STRUCTURES

County	Population	Department Type Stand Alone/HHS	Designation	Leadership Position
PLUMAS	19,790	Stand Alone	Department	Department Directors
Mono	13,500	HHS Department	Department	Department Director
San Benito	64,209	HHS Agency	Agency	Agency Director
Alpine	1,204	HHS Department	Department	Department Director
Mariposa	17,131	HHS Agency	Agency	Agency Director
Inyo	18,970	HHS Department	Department	Department Director
Tuolumne	55,620	HHS Department	Department	Department Director
Calaveras	45,492	HHS Agency	Agency	Agency Director
Nevada	103,487	HHS Department	Department	Department Director
Santa Cruz	270,861	Health Services Agency	Agency	Agency Director
Del Norte	28,100	HHS Department	Department	Department Director
Shasta	182,139	HHS Department	Department	Department Director
Tehama	69,829	Health Services Agency	Agency	Agency Director
Glenn	28,917	HHS Agency	Agency	Agency Director
Yuba	81,575	HHS Department	Department	Department Director
Trinity	16,060	HHS Department	Department	Department Director

As documented in this report, county health services systems have a broad array of organizational structures. No counties are an exact match in terms of organizational

structure, reporting hierarchy, or classification and responsibility. Different counties use various combinations of full-time, part-time, extra help, and contract service providers to deliver services and accomplish their organizational mission. Additionally, job titles and classification descriptions vary considerably between counties. When the size of Plumas County's Public Health, Environmental Health, Behavioral Health, and Social Services Departments and their scopes of services are factored in, the county's organizational structure would seem to be enhanced by an HHS integration.

Organizational structure is a critical component in an organization's ability to accomplish its goals and objectives and to fulfill its mission. It drives how effectively an organization manages its resources, communicates, and executes critical mission objectives. It also dictates the relationship of roles in an organization, individual job scope/responsibility, and how effectively people and organizations function. Creating an effective and clear organizational structure, well-defined job scopes, and developing productive, up-and-coming employees, are critical to success.

- A. Is the current organizational structure effective?
- B. Are all job scopes and responsibilities well defined and is the current organizational hierarchy effective?
- C. Is the organizational structure consistent with organizational models in other California counties?
- D. What are alternate organizational structures, including joining HHS?

The final organizational structure of a potential Plumas County health and social services system will be determined based on whether the county decides to move forward with an HHS integration or maintain the status quo.

During this Feasibility Study, the four departments' current organizational hierarchy and workforce structures were evaluated. The study also analyzed structural impediments that might hinder effective service delivery and employee performance. These included communication, teamwork, and workload distribution and how they impact organizational communication, alignment, performance, and staff activities. Currently, the four departments are functioning independently which results in significant organizational and administrative redundancy. This could be addressed through HHS integration, keeping in mind that this transition will occur over several annual budget cycles. This type of integration is supported by national trends.

Many times, an organization's structure is unplanned, morphing over many years because of service demand expectations, new programs, executive turnover, and simply who is available at the time to stand and deliver. This can manifest itself in a system that is fragmented, duplicative, inefficient, and difficult to alter once in place.

The Plumas County Senior Management Team is where the organizational "rubber hits the road," and it must be assured that the team is designed efficiently and functionally. If Plumas County decides to integrate into an HHS model, it is the team's responsibility to lead

the organization through any re-engineering process. Further, a review of decision-making and structure, staffing levels and staff responsibilities (people), and a review of work processes and systems will follow in subsequent phases of an integration process.

While current Plumas County senior management members are working diligently to stabilize organizational structure and assure the ongoing delivery of quality services there is duplication of organizational hierarchy between the four departments. An integrated HHS organizational structure can provide a more holistic and efficient approach that can streamline both administrative oversight and service delivery.

Several organizational trends that impact Plumas County's organizational structure and effectiveness needs were considered in this study. Trends of the most successful public sector health and social services organizations are presented below. These are trends that the county should embrace. Collectively, they reflect a move *away* from organizations and systems that are reactive rather than proactive, and process-oriented rather than outcome-oriented.

Decentralized and Flexible

Progressive health and social services organizations are designing their service delivery structure, systems, and processes to provide a varied response to different situations, therefore making themselves more flexible and open to change. The focus is on the most efficient and effective provision of the internal service without regard to perceptions of authority, control, silos, or historical practice. Greater autonomy and initiative are encouraged. Required centralization is utilized only where internal control is needed. This fosters quicker response time, greater efficiency, and cost savings. An HHS organizational structure can facilitate more service integration and quicker coordinated team response.

Flatter organizations

Progressive health and social services organizations are also reducing the number of layers of managers and supervisors resulting in fewer levels of organization and oversight. This empowers line staff to make more decisions (specific clarification of responsibilities and authority is needed here). When effective, flatter organizations facilitate quicker decisions and lessen the need for the command-and-control functions previously performed by too many middle managers. These organizations typically have advanced supervisory training programs and high levels of accountability for individuals selected for supervisory/managerial positions. An HHS organizational structure can reduce duplicative oversight and supervision over time.

Mission and results-driven organizations

Encouraging long-term thinking through the development of strategic plans, the definition of goals, the translation of these goals into desired objectives, and the use of performance measures to make more informed decisions on program priorities and resource allocations are essential.

The current independent department missions and strategic plans can be woven into a more comprehensive approach under an HHS umbrella.

Anticipatory organizations

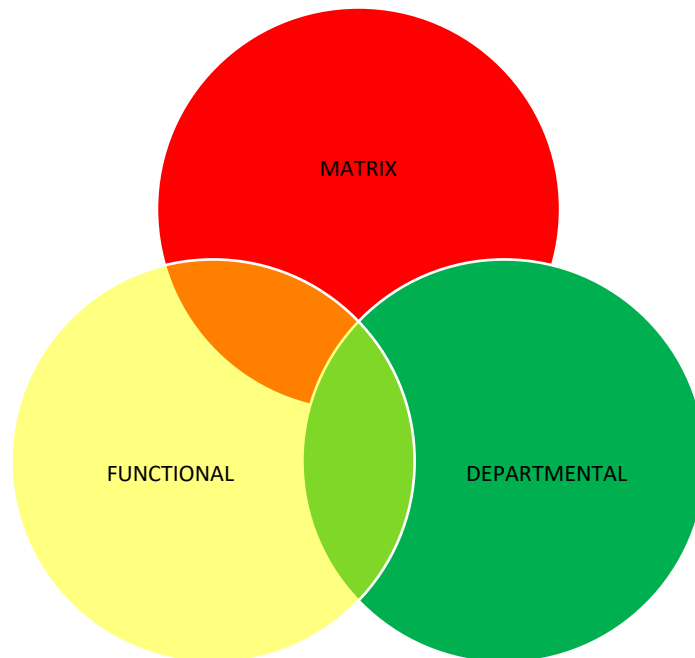
Instead of dealing with crises as they occur, effective health and social services organizations are focusing on how to prevent them through efforts such as the development of plans for preventive maintenance of a community's infrastructure, the development of strategic plans, adoption of performance measures, complaint tracking, etc. These efforts can be enhanced under an HHS umbrella.

Customer centric organizations

Constituents are increasingly becoming more engaged with health and social services organizations and requiring justification for the actions of officials and outcomes of services. There is increasing scrutiny regarding the funding priorities of independent departments. This requires independent departments to increasingly spend more time considering how to reach residents and be more proactive in getting their stakeholders and constituents involved. Integration under an HHS umbrella can facilitate messaging and accountability.

These trends serve as a critical backdrop as Plumas County considers a potential HHS integration and its associated organizational reengineering and redesign.

Based on these trends and desired outcomes, three basic overlapping structural models should be considered when evaluating and designing the Management Team structure:



Possible Management Team Structures

The **Functional** organizational structure, where hierarchical roles are divided by business function. Here, groups, departments or divisions are aligned in a strictly hierarchical line-structure with centralized Human Resource (HR), Information Technology (IT) and Fiscal support.

The **Departmental** organizational structure, where roles and services are divided by distinct departments (specialized services or products), each having its own HR hierarchy, fiscal and IT support.

The **Matrix** organizational structure, which is a combination of the two structures identified above by incorporating Fiscal, IT and HR support into each department. The matrix organization allows for greater flexibility and cross-functional opportunities.

Organizational Management Team structure is a critical element in an organization's ability to accomplish its objectives. Which is best? It depends upon what your organization is trying to accomplish and the management philosophy to which you subscribe.

Currently, many California Counties have integrated Public Health, Behavioral Health and Social Services Departments into Health and Human Services Departments or Agencies with matrix organizational structures.

If an HHS integration is undertaken, several organizational reengineering principles must be considered. These principles are presented in below.

ORGANIZATIONAL REENGINEERING PRINCIPLES

The Plumas County health and social services organizational structure must be designed to facilitate the objectives of the organization and be consistent with the organizational mission of Plumas County. It must also reflect the public policy goals of county government and, at the same time, effectively address the needs of the community. To accomplish this, the departments must be willing to adapt to new situations, realities, and priorities in this ever-evolving political landscape.

Integrating public health, behavioral health, and social services organizational structure should facilitate decision-making and the planning and management of operations and activities. Critical functions within an organization should be placed where those responsible can access key decision-makers without working through multiple layers of oversight. Similarly, less vital functions can be safely placed more deeply within an organizational structure. Additionally, where feasible, organizational structures should enable the sharing of "internal support" services at the program level to maximize staff interaction and service delivery at the program level. This will enable the integrated department to better focus on its core business and service activities.

The span of control must be appropriate given the complexity of function and the management systems in place to monitor performance. Some functions require lower

ratios of staff to supervisors either due to the complexity or level of workload, or operational practices that require higher levels of oversight. Other functions, such as those that are more centralized or more routine are open to higher ratios of staff to supervisors.

Responsibility for performing a function should be placed as low in the organization as it can while retaining effectiveness and efficiency. Many current trends in organizations have focused on the objective of “pushing decision-making down” to line staff. This approach requires structured training and the establishment of clear parameters of responsibility, authority, and accountability.

Organizational structure should not be complex or confusing. Rather, it should be clear and easily understood both internally and externally. Matrix management should be eliminated wherever possible or substantially minimized.

The roles and responsibilities of managers and supervisors should be clearly defined.

An organization must be designed to maximize the efficiency of programs and of its staffing. Similar functions should be grouped together under common supervision. Is there a clear rationale for adding or maintaining an additional level of management or supervision?

All these organizational trends and principles should be addressed and considered whether or not a Health and Human Services Department integration is considered.

Plumas County is delivering quality-based services; however, the current siloed model of independent departments presents itself as overly fragmented and, at times, a less efficient service delivery system.

ORGANIZATIONAL STRUCTURE OPTIONS

County executive management and senior Plumas County department management believe that an improved organizational model can be created to better serve county clients and assure “best practice” program delivery. However, the current independent department directors have expressed reservations regarding an HHS integration currently. Additional discussion and process is recommended.

All parties involved share the desire to deliver ongoing consistent and quality-based services to county residents. They all agree that this will be accomplished by an organization design that facilitates communication, efficiency, decision-making, delegation, and service delivery. Together, these will ensure that operational responsibility is performed at the appropriate staff levels, allowing management and staff more time for a broader “big picture” organizational focus. This will enhance community outreach, engagement, collaboration, and ongoing strategic planning by the Management Team. It will also provide greater parity of program responsibility and staffing levels between the supervisors as well as improving organizational communication and oversight. It is recommended that these goals can be best accomplished through HHS integration.

Currently, there are two basic macro-level options for Plumas County to consider, status quo or HHS integration.

OPTION 1: STATUS QUO

Maintain the existing organizational structures for each of the four independent departments. It is noted here that there has already been a decision to incorporate Environmental Health into Public Health.

Under this organizational model, there will be no notable change in leadership teams or service delivery models for each department. During the department head interviews, it was revealed that there are no regularly scheduled meetings between the four department heads. Regardless of the outcome of this study and potential next steps, it is highly recommended that these meetings be established on an agreed-upon regular basis.

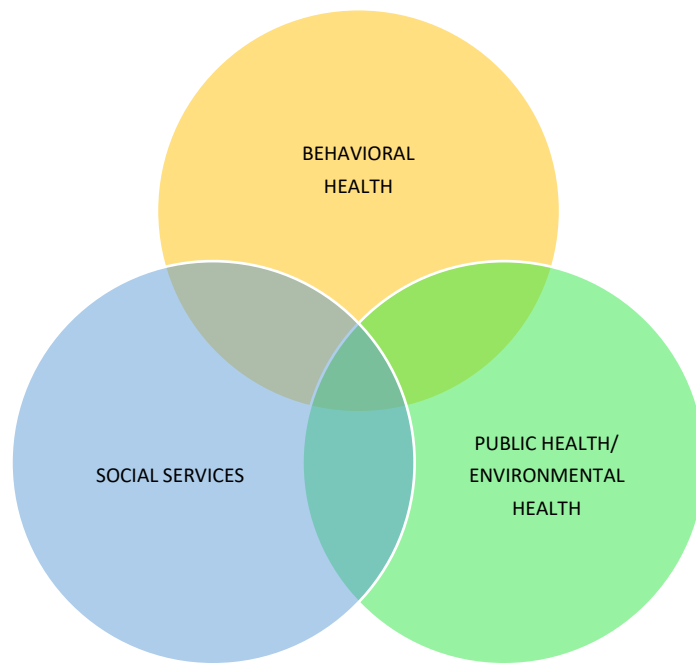
This non-integrated model is working but is fraught with missed opportunities. The departments and many of their services are currently siloed. This is an opportune time for the county to explore an alternative HHS design that can enhance strategic focus and support succession planning. Based upon the Feasibility Study and review of comparative County leadership team hierarchies, the recommendation of this MRG Consultant is to move forward from the status quo. *The MRG Consultant does not recommend this status quo option.*

OPTION 2: INTEGRATE PUBLIC HEALTH (WITH ENVIRONMENTAL HEALTH), BEHAVIORAL HEALTH, AND SOCIAL SERVICES DEPARTMENTS INTO A HEALTH AND HUMAN SERVICES DEPARTMENT.

This is the recommended option: This integration will require CAO and department director agreement and buy-in and BOS approval. As outlined above, there appear to be adequate resources available to pursue this approach.

PUBLIC HEALTH, BEHAVIORAL HEALTH, AND SOCIAL SERVICES INTEGRATION

Currently, Plumas County's organizational structure consists, in part, of four separate health and social services departments reporting to the CAO. All have separate annual budgets which the BOS reviews and approves. A potential HHS integration could provide an opportunity for a decrease in organizational oversight and redundancy. If the CAO and BOS agree in principle to an HHS integration specific organizational designs and budgets could be explored. **At this time an integration is feasible.**



The interest in integrating Public Health, Behavioral Health, and Social Services is not something new. There has been a steady movement in organizational redesign in this direction for the past 25 years. Social work originated alongside public health in the early 1900s when social workers partnered with doctors and nurses to combat sexually transmitted diseases, address the flu pandemic, and work together to secure safe and healthy living environments and housing for those they were serving.

Behavioral health and physical health have also been inextricably connected through the ages.

The case for integrating behavioral health with public health and social services can be made in the framework of primary, secondary, and tertiary prevention to achieve optimal population health outcomes. The integration will facilitate direct intervention at the individual level to address primary prevention, focusing on individual substance abuse disorders, PTSD, depression, anxiety, and mental conditions in a holistic manner tied to housing, nutrition, and individual well-being. Secondary and tertiary prevention at the population level will be improved through integrated screenings, group encounters, and identifying and serving specific population groups. This integration will also decrease the stigma associated with the diagnosis and treatment of mental and substance abuse disorders.

Another benefit of integration is the increased opportunity to identify individuals with needs. From an individual's perspective, the social stigmas associated with mental illness contribute to the lack of seeking treatment in many cases. When coupled with general health screenings, there is greater opportunity for identifying behavioral health needs. Patients may be more forthcoming during a general health screening that can result in a referral to behavioral health and substance abuse specialists. In the most advanced HHS

systems, there is a master electronic record that can effectively and efficiently track physical health and mental health diagnoses and encounters. This also assists in destigmatizing many of the historical roadblocks to intervention.

All three disciplines, public health, behavioral health, and social services are complementary. Together, they bridge gaps between research and practice, individual interventions and population dynamics, and services and policies. It is a powerful combination. When these services are working together, in sync, social workers, behavioral health workers, and public health workers become problem solvers by bridging the gaps of equitable access, outreach inefficiencies, and service delivery challenges. It is well documented that integrating social services and public health will improve quality of life and individual well-being.

Historically, public health workers approach their work from an epidemiological and population-based perspective at the community level (prevention), while social workers and behavioral health workers focus on individuals at the personal level (intervention). Together, these perspectives are naturally symbiotic. Because social workers, behavioral health workers, and public health workers function at these various levels, they can effectively use their multidisciplinary skills to serve the population more holistically.

In a well-integrated HHS environment, independent specialists can move toward a more holistic, client-centered approach that addresses individual needs while at the same time addressing population-based health resilience, recovery, and wellness.

The cost of integration is an often cited and major focus of organizations contemplating this type of approach.

Anticipated benefits of an HHS integration include:

- Support and enhance “one-stop” single-door entry for access to the full pallet of social, public, and behavioral health services, resulting in improved health and well-being outcomes.
- Improve access to care, transportation, food, chronic disease prevention and management, independent living, and overall prevention through symbiotic collaboration.
- Increase the efficiency of holistic service delivery.
- Reduce service gaps, response fragmentation, and duplication of service delivery.
- Better address health equity issues.
- Positively affects housing, nutrition, disability prevention, child health, and welfare.

Operationally, it will also provide opportunities for improved staffing, cross-coverage, interdepartmental transfer of positions and allocations, and creative use of funding streams.

In closing, it is important to note that the American Public Health Association, National Social Workers Association, National Institute of Mental Health, and Substance Abuse and Mental Health Services Administration all support HHS-type integrations. Many major universities are currently offering social work and public health dual degrees (MSW/MPH).

Integrating these departments should be viewed as “best practice” that will improve quality of life and health outcomes at both the individual and population levels. It will also position Plumas County on the forefront of delivering quality-based, accessible social and public health services to its residents.

Any successful integration must be based on the essential principles and objectives in the next section. Awareness of and adherence to these principles during this transitional process will enable successful integration.

INTEGRATION PRINCIPLES AND OBJECTIVES



Under an HHS integration, the Public Health, Behavioral Health, and Social Services Departments will become a branch or division of the larger organization. The final organizational hierarchy will be designed once the decision on integration is finalized.

This integrated HHS Department cannot be managed effectively if each manager, their team, and associated programs are siloed. There must be clear integration strategies to facilitate holistic service delivery for programs that cross between managers and supervisors so client needs are addressed effectively and efficiently.

Successful integration requires a complete review and redesign of an organization's service delivery. Assuming most of the citizens being served have physical, behavioral health, and social service needs, the organization will need to review every program, policy, procedure, practice, and all staff to implement integrated services that eliminate redundancy and achieve the best outcomes at the lowest cost.

Basic hallmarks of an integration include:

- Integration is an incremental process that occurs over time.
- Integration creates a system of care in which your organization operates.
- Integration is more than having a good referral partner, care capacity, or co-located site. It is an organizational state of mind and frame of reference. It is an organizational mission.
- Integration involves multiple organizational components changing simultaneously in different periods. It is not always linear.
- The integration journey never ends. There are always new challenges, opportunities, populations to serve, and partners.

STAFFING

If Plumas County decides to move forward with integrating Public Health, Behavioral Health, and Social Services, a new HHS Director Classification will need to be created, along with a salary review/adjustment. An appropriate salary adjustment for the new HHS Director position can be determined based on a comparison county salary survey, coupled with candidate experience, longevity, and special pay considerations.

Additional positions or reclassifications may also be identified during integration.

As presented above, if an HHS integration is considered, the Management Team structure will need to be addressed. A well-designed organizational hierarchy will provide a model and roadmap for an organization's communication patterns. It will also make it easier to react to emerging issues, identify inefficiencies, and chart new directions as the organization grows and changes, thereby ensuring that Plumas County is best positioned for optimal growth and effective service delivery.

Another opportunity during a reorganizational HHS integration is a refocus on succession planning. As the new department evolves, a concurrent focus in this area will ensure the transference of essential institutional knowledge, program operational legacy, skills, and competencies.

SUMMARY OF FEASIBILITY FINDINGS AND RECOMMENDATIONS

There is a compelling case for a Plumas County HHS integration. It is clear from the findings of this Feasibility Study that Plumas County is positioned to engage in a Health and Human Services integration. Currently, the Plumas County Departments of Public Health, Environmental Health, Social Services, and Behavioral Health have dedicated and talented leadership and staff who are committed to providing services in a quality-based and effective manner. Current infrastructure and organizational design are adequate but could be improved under an HHS umbrella which would better position the county to address future challenges.

This type of restructuring is consistent with statewide and national trends. The Federal Government and many California counties have embraced an HHS organizational design for the future. This organizational structure will provide future opportunities for identifying innovative funding mechanisms and service delivery models.

Currently, California state funding for public health, behavioral health, and social services is challenged. This is nothing new. There are significant proposed cuts to many health and social services in the recent May Budget Revisions from the Governor. These changes, and the decline in state and federal allocations, are creating challenges for the independent departments. The local response to complex public health, behavioral health, and social services is negatively impacted by potential cuts from year to year. Everything from service delivery to staffing to physical resources is impacted. Integration into an HHS department will provide an opportunity to weather these year-to-year challenges in a more holistic and minimally impacted manner. An integrated HHS Department will allow for broader strategy development resulting in more consistent and cost-effective approaches to service delivery.

Different service needs and demands drive department agendas in differing ways. Integrating into a Health and Human Services Department will facilitate a more holistic approach to health service delivery and create opportunities at the community level to develop lasting, data-driven infrastructure across multiple public and private partnerships, while streamlining different funding mechanisms to support population health.

Integration efforts coordinate access to services across multiple service disciplines such as public health, physical health, mental health, substance abuse prevention drugs, senior and child welfare, and social services including housing and homelessness, employment and workforce readiness, and transportation.

Approaches to integration vary from state to state and county to county but all share a similar vision - universal access to quality services. Multi-system service integration occurs along a continuum from individual program and service populations to the complete integration of entire systems and departments. Should Plumas County choose to engage in this integration process it will be a multi-faceted, multi-year endeavor. Essential components of any successful integration include a shared vision and goals, an

understanding of specific roles and responsibilities among organizational partners, and professional interactions at all levels of the organization.

Anticipated Benefits include:

- Improved access to services.
- Increased enrollment in essential programs.
- Improved health outcomes (individual and population based).
- Provide opportunities to blend and utilize funding streams more strategically to deliver more holistic, efficient, and cost-effective services.

By integrating the independent departments, Plumas County will capitalize on leveraging resources across different sectors currently operating independently of each other. Benefits of aligning infrastructure across the departments include an improved ability to address health issues both at the individual and population levels of intervention.

Coordinating the efforts of the independent departments under an HHS umbrella will create an operational matrix to better seize opportunities and allocate resources and manpower more efficiently. A major way of accomplishing this is by tapping into multiple data sources and partnerships. Much of this data and many of these partnerships are currently siloed within the separate departments. In an interconnected system, leadership can identify inefficiencies, minimize duplication of efforts, and realign resources to address current gaps.

Another advantage is that an HHS integration will facilitate pooling and leveraging of disparate funding streams across systems and structure collaborative use of these funds within guidelines to create sustainable financial mechanisms that support population health and social well-being leadership must be willing to creatively “push the envelope” as extremely as possible withing legal limits and provide retroactive justification rather than seeking proactive permission.

Braiding the departments together will:

- Build a centralized administrative structure with interdepartmental support and manpower.
- Cultivate greater interdepartmental partnerships.
- Allow each department to maintain specialty service autonomy but allow each to administer the services central to them while collaborating with other HHS services at the same time.
- Create new opportunities for blending funding streams.
- Develop a robust system-wide quality review and monitoring process.
- Improve system efficiencies.

Whether or not to integrate comes down to two basic questions, why and when.

The first question “Would an HHS umbrella better position Plumas County to deliver future quality health and social services to its residents?” The simple answer is YES. The findings have supported this approach. There is currently legitimate Plumas County concern regarding manpower, dollars, and organizational capacity to engage this process, but all the necessary building blocks are available and begs an answer to the question of timing.

Is NOW the right time? That will be a Plumas County internal decision. The more appropriate question might be, “If not now, WHEN?” The review of the current independent department budgets, staffing levels, and leadership capabilities supports the organizational ability to undertake this integration at this time. To be sure, there will be ongoing fiscal and staffing challenges. However, this is the case in every organizational transition or integration. Plumas County’s challenges do not seem to outweigh the potential benefits.

A successful integration requires understanding, buy-in, and support from all impacted departments, management teams, and staff. Currently, the most critical challenge is resolving the engagement and buy-in of the impacted department directors through facilitated discussions to develop a better-shared understanding of the distinct advantages of integration. The Board of Supervisors must also understand that this integration will be a sequential, benchmarked, multi-year process. These integrations typically take 2 to 4 budget cycles to be fully realized.

NEXT STEPS AND ROADMAP FORWARD

If a decision to move forward is considered and approved, Plumas County will benefit greatly by moving forward decisively. As with all integrations the “devil lies in the detail.” The encouraging reality is that the current Plumas County Public Health, Behavioral Health, and Social Services management and staff remain dedicated to serving the families and children of Plumas County and have their best interests at heart. With their continuing focus and commitment, there is a great opportunity, through integration, for organizational improvement and greater levels of success. It is critical to understand that there is no one-size-fits-all organizational design. The final organizational structure will be built organically on a series of transitional iterations that address both the desired outcomes and the real-time environmental, social, and political influences.

Communication and transparency during any integration are critical. When employees feel valued, well informed, and have a clear understanding of what is expected of them, they will be happier and more satisfied in their roles. As a result, they will be motivated to do an excellent job. Content, productive, and engaged staff will ensure that Plumas County achieves its organizational goals and mission and maintains its history of delivering quality-based services.

The issues impacting the ability of Public Health, Behavioral Health, and Social Services to function effectively at their highest level are not recent manifestations.

The basic tenets that will impact the next step/transitional considerations include:

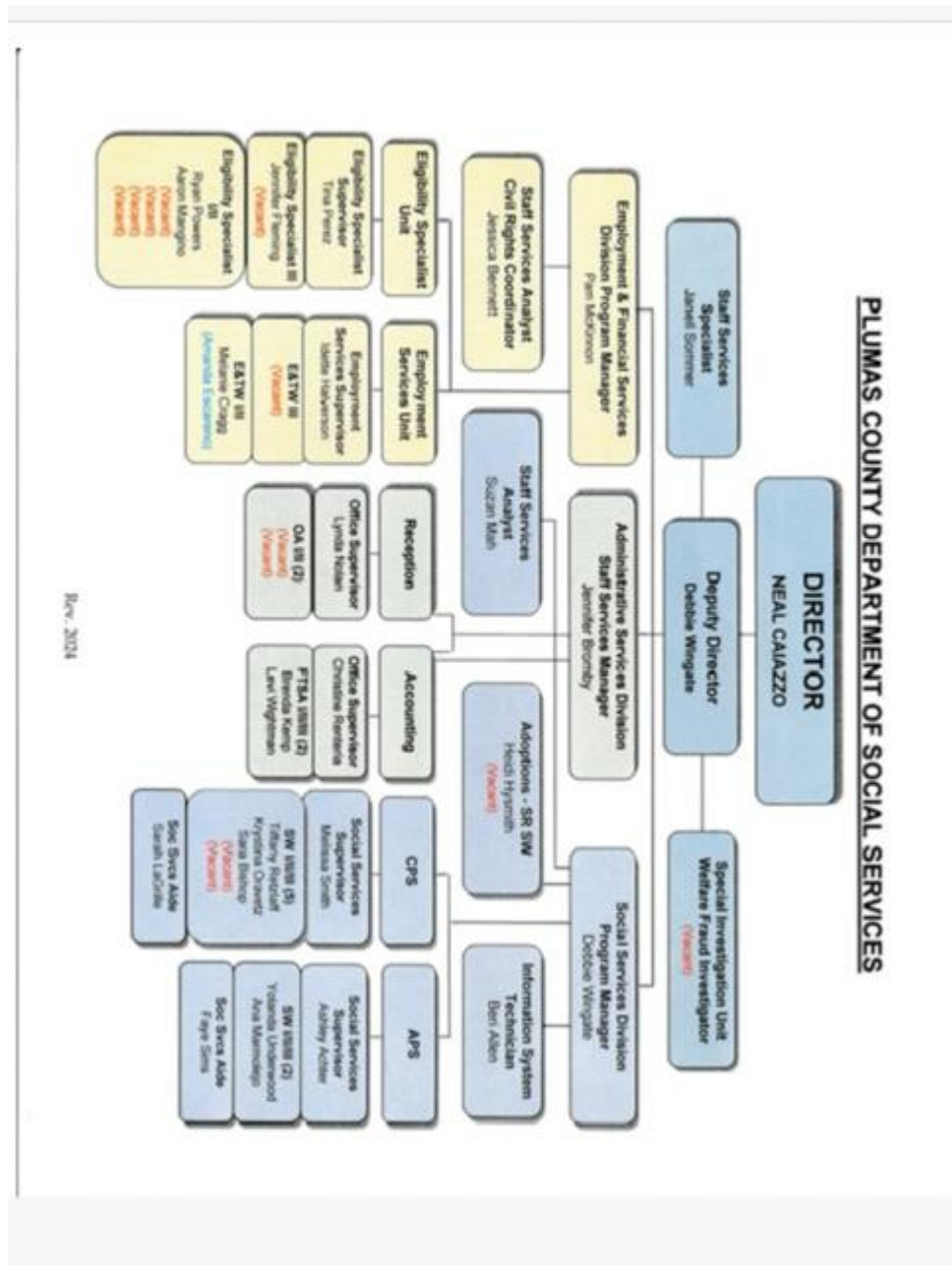
- What is best for the clients served by the departments?
- What is best for staff employed by the departments?
- What is best for assuring the delivery of quality-based, cost-effective services?
- Does the selected approach best support organizational service delivery and succession planning?

The process can be daunting. As the challenges associated with addressing and implementing an integration are considered there are critical areas of attention and focus that must be addressed. There must be a laser focus on organizational culture and communication, along with attention to business processes and service delivery. If the County decides to move forward, MRG can contract to provide a transition plan with specific models, organizational designs, staffing patterns, and benchmarks. MRG would like to take this opportunity to acknowledge and thank Plumas County executive management and senior department leadership for their openness and willingness to embrace frank conversation and potential change. Change starts at the top and it is critical to note the commitment and dedication to quality service provision at the highest levels of Plumas County organizational structure.

ATTACHMENTS

ATTACHMENT 1 – PLUMAS COUNTY ORGANIZATION CHARTS (CURRENT)

The following organizational charts and additional information can be found on each county’s individual website.

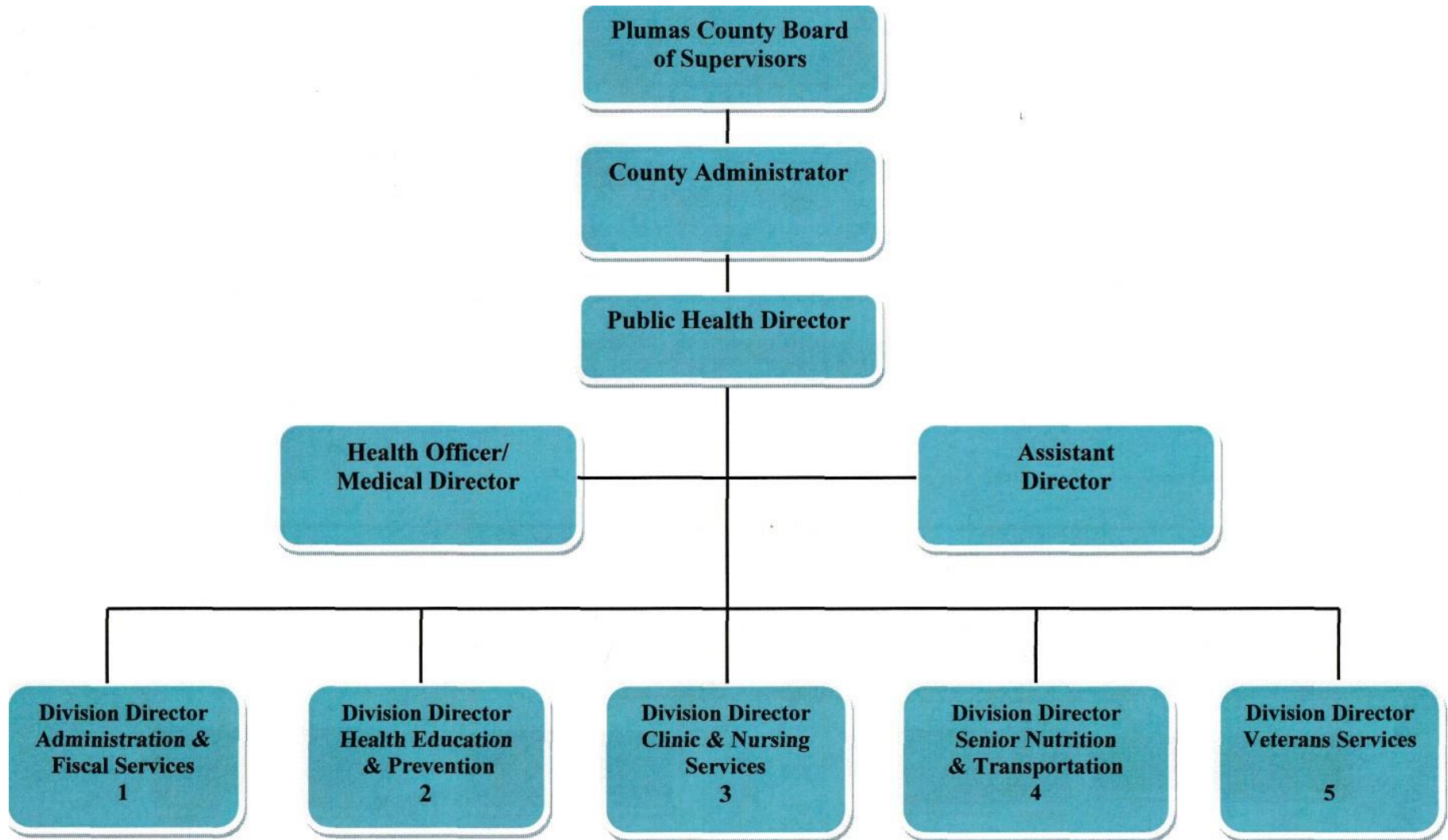


ENVIRONMENTAL HEALTH

Director (Vacant)

Environmental Health Specialist III (Sanders)		Environmental Health Technician II (Germann)
Environmental Health Specialist III & Interim Director (Robinette)		Environmental Health Technician I or II
Environmental Health Hazardous Materials Specialist II or III (Wightman)		Environmental Health / Hazardous Materials Specialist I or II or III (Proposed)
Environmental Health / Hazardous Materials Specialist 111 (Dennis Eck)		Environmental Health / Hazardous Materials Specialist 1, or II or III (Proposed)

PLUMAS COUNTY PUBLIC HEALTH
AGENCY LEADERSHIP & MANAGEMENT

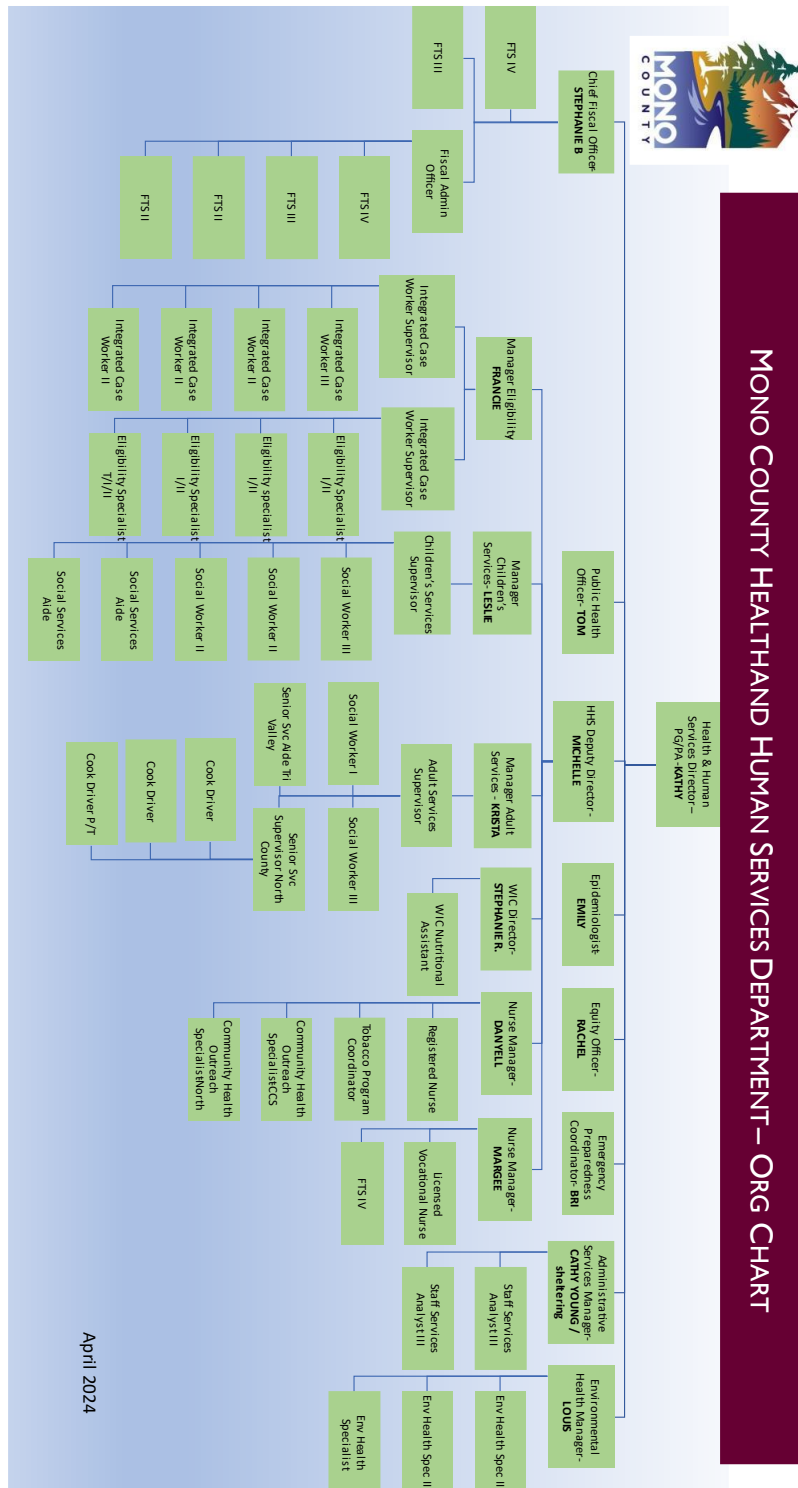


Organizational Chart
March 2024



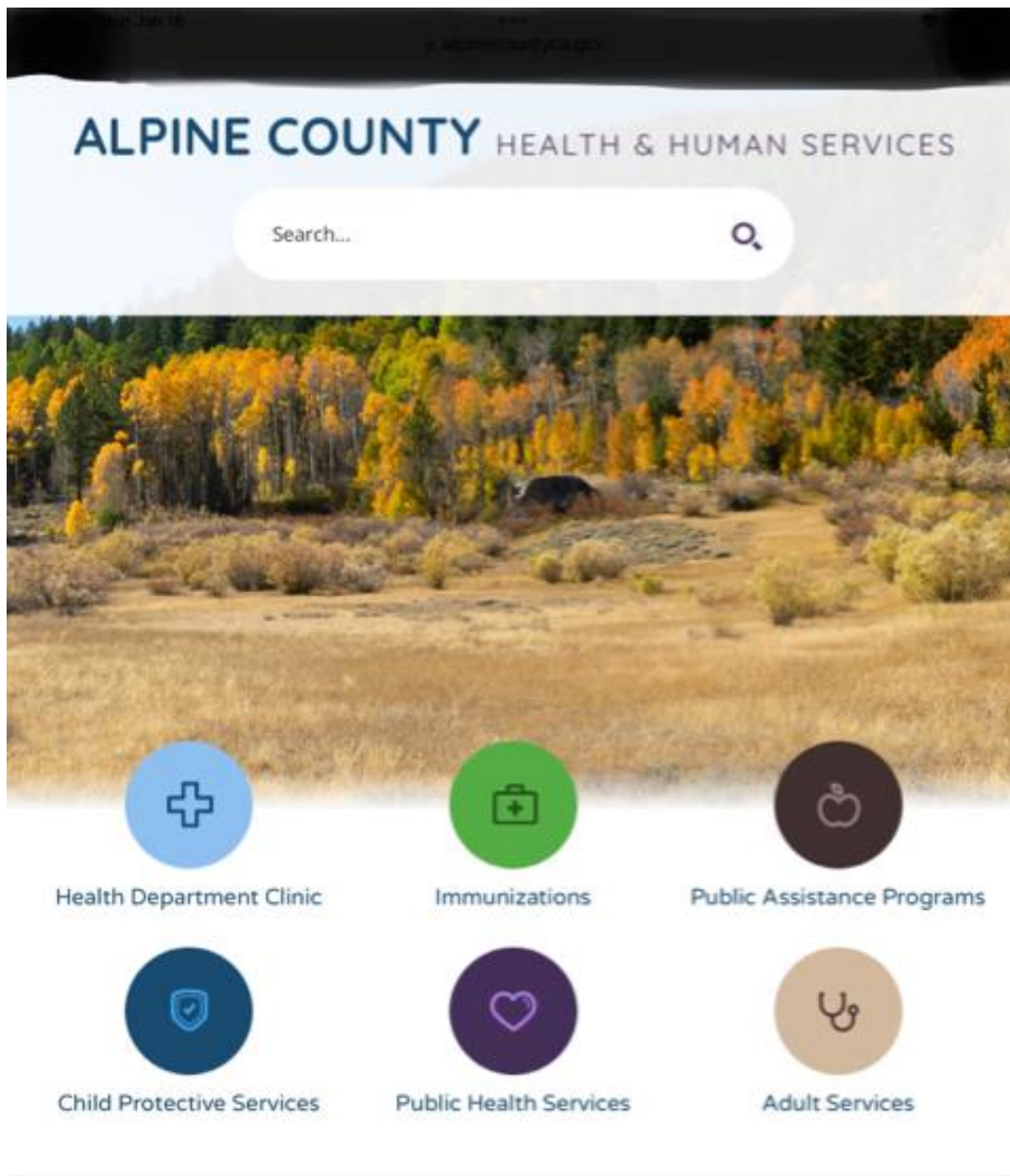
ATTACHMENT 2 – DOCUMENTS REVIEWED

1. Plumas County FY 2023/24 Adopted Budget Book
2. Plumas County Organizational Charts and staffing models for all four departments
3. Plumas County Community Health Improvement Plan 2023-2028
4. Plumas County Behavioral Health Department Kemper Stud
5. Plumas County Mental Health Service Delivery Dynamics Kemper Study
6. Plumas County Opioid Study
7. JLAC Audit letter
8. Plumas County Public Health Reorganizational Proposal
9. Plumas County Future of Public Health Funding Documents
10. Plumas County HHS Proposal submitted by Elliott Smart 2017
11. Miscellaneous documents and Plumas County Website Information
12. Various California State Public Health, Environmental Health, Behavioral Health, and Social Services Program Guidelines
13. California Budget 2024-2025, Governor's May Revisions
14. Miscellaneous federal, state, and county documents as required









HEALTH AND HUMAN SERVICES NEWS 

2:01 PM Fri Nov 25
Not Secure — mariposacounty.org
79%


EMERGENCY ALERT
Oak Fire Recovery Services
[Read On...](#)

- Human Services Division +
- Administrative Services Division +
- Non-Discrimination Policy and Language Access
- North County HHSA Center
- Locations and Services
- Community Partners and Member Boards +



Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Agency Vision: "Enhancing well-being in a safe and thriving community."

We have organized our services into common areas of need to help you more easily find the programs or services that you are seeking. Please choose a division to continue:

HEALTH SERVICES DIVISION
[HEALTH SERVICES](#)

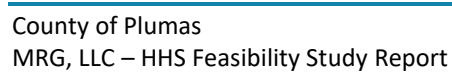
HUMAN SERVICES DIVISION
[HUMAN SERVICES](#)

ADMINISTRATIVE SERVICES DIVISION
[ADMINISTRATIVE SERVICES](#)



NOVEL CORONAVIRUS (COVID-19) INFORMATION

[HOME](#) » [GOVERNMENT](#) » [ABOUT INYO COUNTY](#) » [ORGANIZATIONAL CHART](#)



Tuolumne County

Organizational Chart

The organizational chart for Tuolumne County is structured as follows:

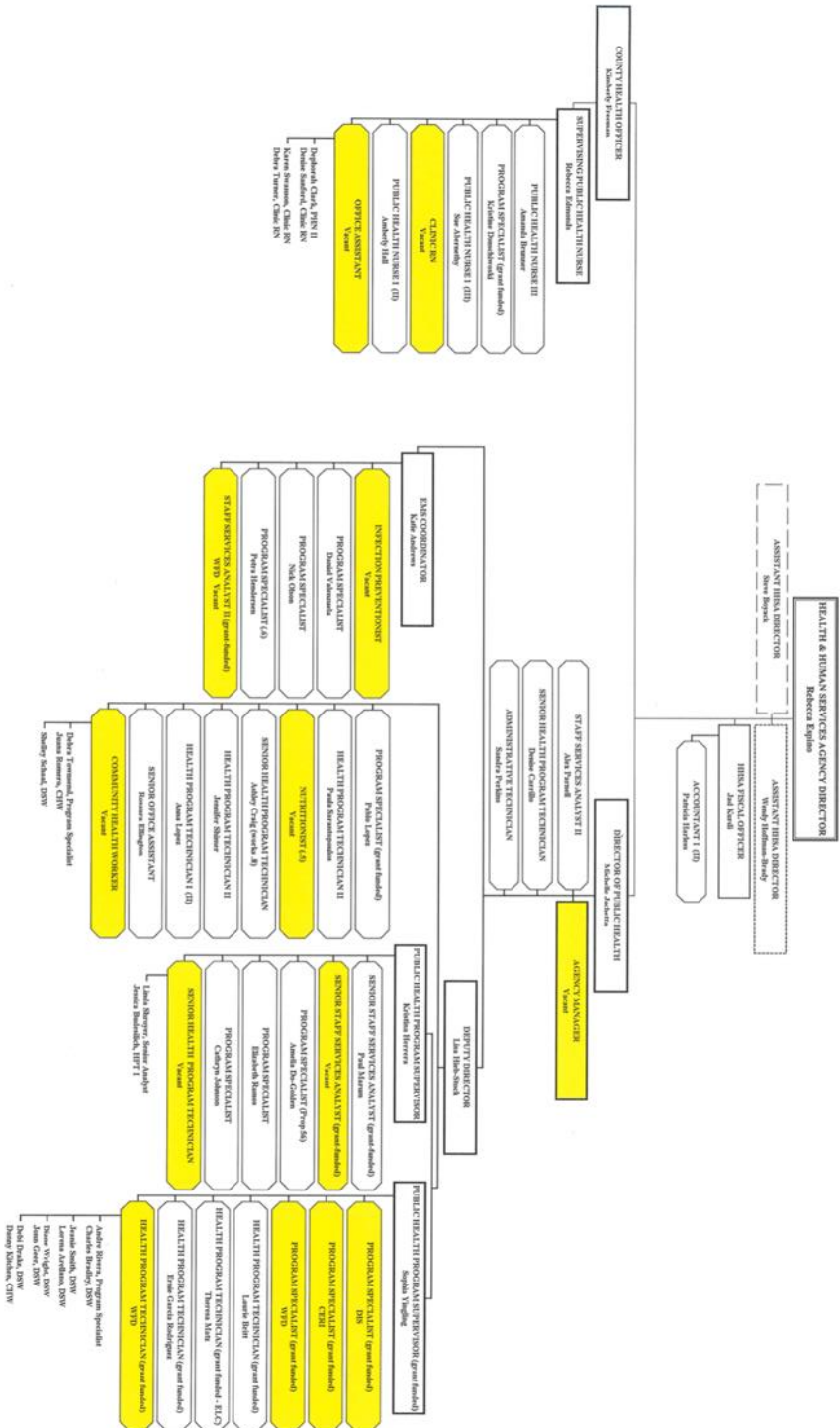
- Elected Officials**
 - Board of Supervisors
 - Chairman
 - Member
 - Member
 - Member
 - Member
 - County Administrator's Office
 - County Counsel
- Public Safety**
 - Police Department
 - Chief of Police
 - Detention
 - Investigation
 - Training
 - Community Relations
 - Records Management
 - Crime Prevention
 - Intelligence
 - Legal Services
 - Public Safety Training Center
 - Public Safety Academy
 - Public Safety Foundation
 - Fire Department
 - Chief of Fire
 - Fire Prevention
 - Fire Investigation
 - Fire Training
 - Fire Administration
 - Fire Records Management
 - Fire Crime Prevention
 - Fire Intelligence
 - Fire Legal Services
 - Fire Public Safety Training Center
 - Fire Public Safety Academy
 - Fire Public Safety Foundation
- Development/Regulatory**
 - Planning Department
 - Chief of Planning
 - Planning Commission
 - Planning Department
 - Planning Division
 - Planning Section
 - Planning Unit
 - Planning Office
 - Planning Center
 - Planning Foundation
 - Public Works Department
 - Chief of Public Works
 - Public Works Division
 - Public Works Section
 - Public Works Unit
 - Public Works Office
 - Public Works Center
 - Public Works Foundation
 - Public Safety Department
 - Chief of Public Safety
 - Public Safety Division
 - Public Safety Section
 - Public Safety Unit
 - Public Safety Office
 - Public Safety Center
 - Public Safety Foundation
- Human Services Agency**
 - Adult Services
 - Chief of Adult Services
 - Adult Services Division
 - Adult Services Section
 - Adult Services Unit
 - Adult Services Office
 - Adult Services Center
 - Adult Services Foundation
 - Child Services
 - Chief of Child Services
 - Child Services Division
 - Child Services Section
 - Child Services Unit
 - Child Services Office
 - Child Services Center
 - Child Services Foundation
 - Senior Services
 - Chief of Senior Services
 - Senior Services Division
 - Senior Services Section
 - Senior Services Unit
 - Senior Services Office
 - Senior Services Center
 - Senior Services Foundation
 - Library
 - Chief of Library
 - Library Division
 - Library Section
 - Library Unit
 - Library Office
 - Library Center
 - Library Foundation
- Finance**
 - Chief of Finance
 - Finance Division
 - Finance Section
 - Finance Unit
 - Finance Office
 - Finance Center
 - Finance Foundation
- Internal Services**
 - Chief of Internal Services
 - Internal Services Division
 - Internal Services Section
 - Internal Services Unit
 - Internal Services Office
 - Internal Services Center
 - Internal Services Foundation

TUOLUMNE COUNTY

Vision:
Tuolumne County is a place where all citizens enjoy opportunities to thrive in a safe, healthy and productive community.

HEALTH DEPARTMENT

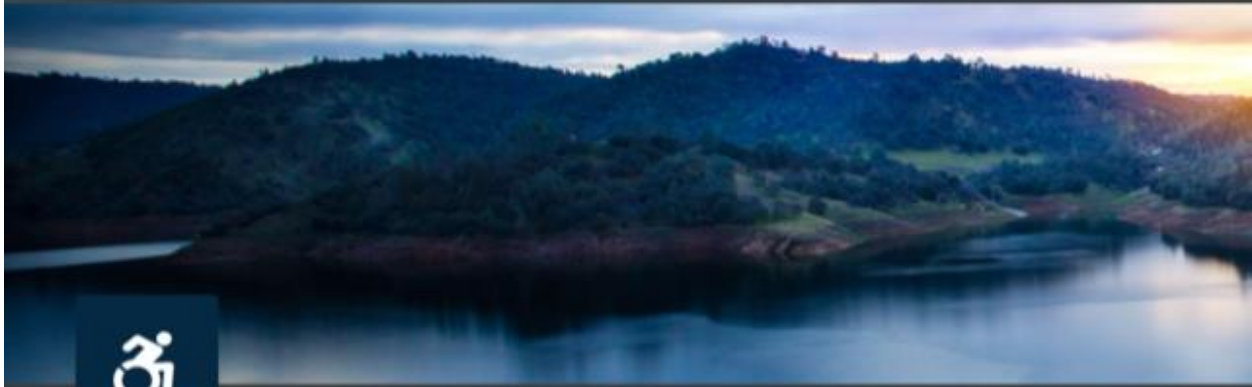
Effective August 1, 2022





Calaveras County

MENU



Health & Human Services Agency

Cori Allen, Director

Michael Magaña, Assistant Director

24-Hour Crisis Response

Crisis intervention services are available 24 hours a day, 7 days a week, call 1-800-499-3030 or visit [www.plumascounty.org](#)

Community Information Center Dashboard

View interactive dashboard for water outages/PSPS and more.

Employment Opportunities

For a list of current vacancies in Plumas County, visit the Merit System Services (MSS) website.

How to Reach Us Printable Brochure

Medi-Cal Beneficiaries and Families

Agency Divisions

Calaveras Mariposa
Community Action
Agency (CMCAA)

First 5 Calaveras

Human Services

In-Home Supportive
Services

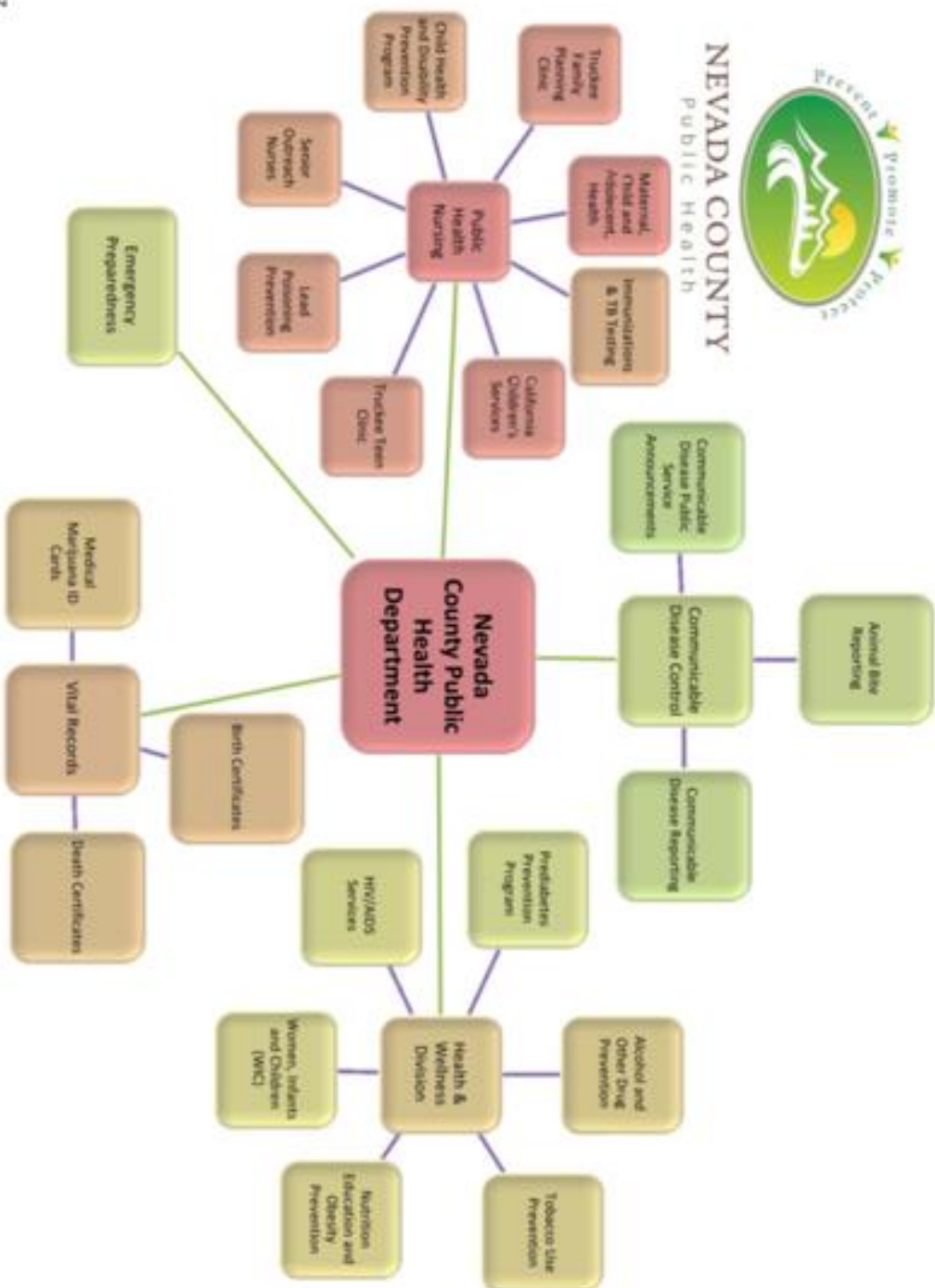
Mental Health

Public Health

Substance Abuse

Veterans Services

Organizational Chart of Nevada County Public Health's Programs and Services



05/2017



The Health Services Agency (HSA)

The County of Santa Cruz Health Services Agency (HSA) exists to protect and improve the health of the people who live within Santa Cruz County. We have an amazing staff who are dedicated to supporting you.

- We provide health education, advocacy, planning, and clinical services designed to promote and protect the health of the community
- We follow regulations implemented by the regulatory federal, state and local agencies
- We implement policy set by the Board of Supervisors

Services are organized into five major program areas

- Administrative Services
- [Behavioral Health \(Mental Health & Substance Abuse Services\)](#)
- [Clinic Services](#): Outpatient Medical Clinics (Federally Qualified Health Centers (FQHC))
- [Environmental Health](#)
- [Public Health](#)



Health and Human Services

[Home](#) > [Departments](#) > [Health and Human Services](#)

Director's Message

Welcome to the Department of Health and Human Services. We are a multi-branch department dedicated to serving the community. We strive to provide quality services through our various programs and services. Every day, our services benefit those with welfare, health, mental health, and safety needs throughout Del Norte County. Thank you for the opportunity to assist you and your loved ones.

- Ranell Brown, Director

Mission Statement:

The mission of the Department of Health and Human Services is to respectfully promote the health, safety, self-sufficiency and well-being of children, families and individuals, creating hope for the future.

- [Behavioral Health Branch](#)
- [Public Assistance/Employment & Training Branch](#)
- [Public Health Branch](#)
- [Social Services Branch](#)

County of Del Norte

Department of Health & Human Services

Social Services Branch

880 Northcrest Drive
Crescent City, CA 95531
Phone [\(707\) 464-3191](tel:7074643191)

Public Assistance / Employment & Training Branch

880 Northcrest Drive
Crescent City, CA 95531
Phone [\(707\) 464-3191](tel:7074643191)



Public Health Branch

[Home](#) > [Departments](#) > [Public Health Branch](#)



Ranell Brown, MSML, IPMA-SCP | Director
Dr. Aaron Stutz, MD, FAAEM | Public Health Officer

[Report Abuse](#)

400 L Street Crescent City, CA 95531
[707\) 464-0861](tel:7074640861) | Fax [707\) 465-6701](tel:7074656701)

Del Norte County Public Health is engaged in a broad range of activities designed to promote and protect the health of individuals, families and our community. We provide clinical and preventive services, and work with local health care providers and other community partners to connect people with the resources they need.

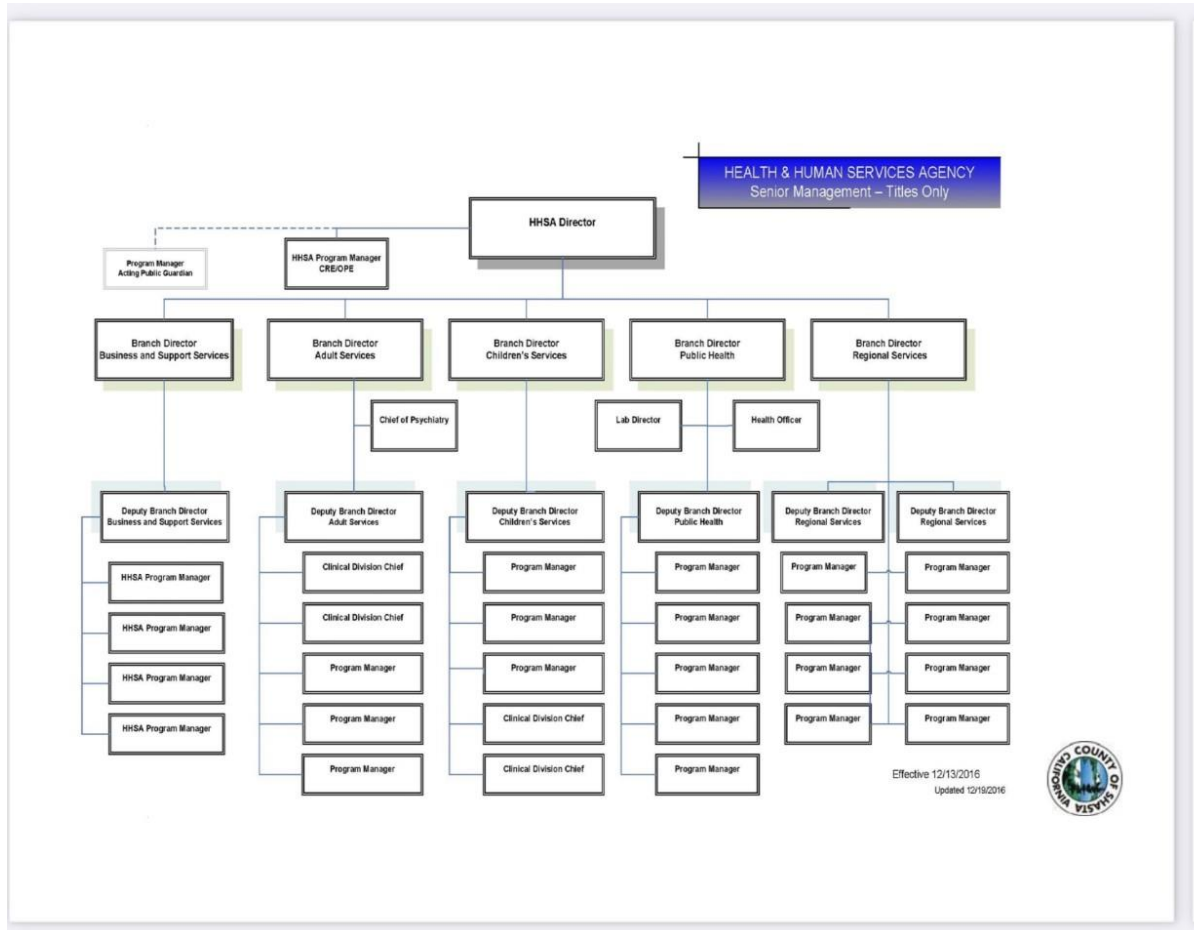
We partner with people to educate, advocate, coach, and guide our community toward a healthier future.

All COVID-19 information and resources are located on our [COVID-19 Information Hub](#).

Vital Statistics	Environmental Health	Animal Services
Looking for birth or death certificates? Call 707) 464-7216 Or visit the Clerk/Recorder page	Looking to report an environmental health hazard? Call 707) 465-0426 Or visit the Environmental Health page	Looking to report an animal bite? Call 707-464-7235 Or visit the Animal Services page



SHASTA COUNTY



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shastacounty.gov

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Home

COVID-19



Services



- Behavioral Health



- Substance Use Recovery



- Medical Clinic



- Public Health



- Emergency Preparation





The Health & Human Services Agency is made up of the following major divisions:



Glenn 2-1-1 links you to free low-cost community resources. Click on the icon below to search the website.

For assistance by phone dial 2-1-1 (1-866-

GLENN COUNTY HEALTH & HUMAN SERVICES AGENCY
420 E. Laurel Street
Willows, CA 95988

PUBLIC & BEHAVIORAL HEALTH
240 - 242 N. Villa Avenue
Willows, CA 95988

GLENN SUCCESS SQUARE
125-127 E. Walker Street
Orland, CA 95963

GLENN COUNTY BEHAVIORAL HEALTH ORLAND
1187 E. South Street
Orland, CA 95963

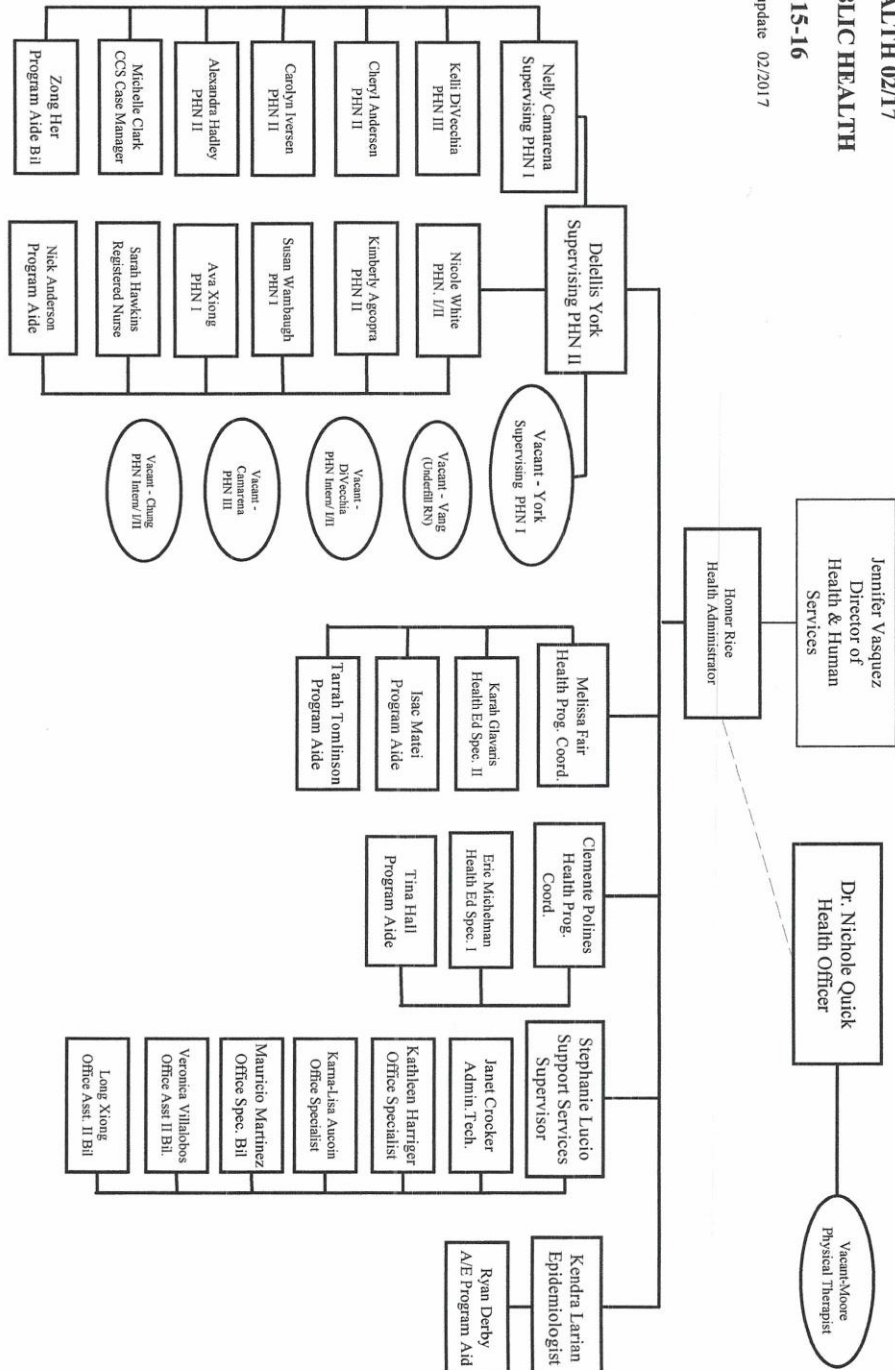
MON - FRI:
8:00 am-5:00 pm

PRIMARY PHONE:
(530) 934-6514

TOLL FREE PHONE:
(800) 339-9236

YUBA COUNTY

HEALTH and HUMAN SERVICES DEPARTMENT
HEALTH 02/17
PUBLIC HEALTH
FY 15-16
Last update 02/2017



38
Positions

**San Francisco Bay Area**

675 Hartz Avenue, Suite 300, Danville, CA 94526

Sacramento Area

P.O. Box 561, Wilton, CA 95693

Main Telephone: (866) 774-3222 www.solutions-mrg.com

James T. Gandley DDS, MPH

Telephone: (530) 308-1751

jgandley@solutions-mrg.com



James T. Gandley, DDS, MPH, is a recognized expert in executive organizational management, organizational assessments, leadership development and health policy. He is a highly sought after mentor, working with managers and executives on a variety of leadership issues. Dr. Gandley is a certified professional coach with an impressive track record of helping organizations and individuals reach their potential. He has extensive executive management experience in transformative organizational redesign, strategic planning, change management, resource allocation and human resource management.

Dr. Gandley has worked extensively with executive management and elected and appointed Board members on their effectiveness. He regularly provides one-on-one and group professional development career coaching and new hire on-boarding and leadership assistance for public and private organizations. In addition to helping new leaders develop their skill set and adapt to their evolving roles, Dr. Gandley is an expert in Public Health. He has crafted, supported, and testified in support of numerous evolving health-oriented legislation before the California Legislature.

Prior to his affiliation with MRG, Dr. Gandley served 22 years with Placer County where he provided senior executive oversight and strategic direction for Health and Human Services policies, operational plans, and human resources. Programs under his purview included Public Health, Mental Health, Alcohol and Drug Programs, Children's Services, Human Services, Medical Services including County medical and dental clinics, Environmental Health Services, and Animal Control Services.

Before his government service, Dr. Gandley served as an Assistant Clinical Professor in the Department of Dental Medicine and Radiology at Loyola University School of Dentistry, was a staff member at St. Francis Hospital, and maintained a private dental practice.

In addition to his certification as a professional coach, he is currently a member of the American Dental Association and the American Public Health Association and is a past member of the County Health Executives Association of California (CHEAC).



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

TO: Honorable Chair and Board of Supervisors

FROM: Margaret Bailey, Agricultural Standards Management Analyst I

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Agriculture Weights & Measures to recruit and fill, funded and allocated, vacant one FTE Agricultural and Standards Inspector I/II; (General Fund Impact) as approved in FY 24/25 recommended budget.

Recommendation:

Approve and authorize Agriculture Weights & Measures to recruit and fill, funded and allocated, vacant one FTE Agricultural and Standards Inspector I/II; (General Fund Impact) as approved in FY 24/25 recommended budget.

Background and Discussion:

The Department of Agriculture/Weights and Measures does not have the staff that it needs to complete many of the regulatory tasks required of it by the State of California. Every year there are inspections that are not completed, work plans/contracts not fulfilled, and money that is not brought in due to the lack of personnel.

The department also has a maintenance of effort of county funding that must be met with the State to continue to get State funding. Since the Wildlife Services Contract was not renewed a large void was created in being able to meet the maintenance of effort. In previous years, we have supplemented the spending by purchasing a vehicle or building for the department, but we simply cannot continue to purchase a vehicle every year. Filling this position will both help the department meet its maintenance of effort but also give the department the personnel it needs to complete state work plans/contracts and expand our ability to better serve Plumas and Sierra Counties.

Action:

Approve and authorize Agriculture Weights & Measures to recruit and fill, funded and allocated, vacant one FTE Agricultural and Standards Inspector I/II; (General Fund Impact) as approved in FY 24/25 recommended budget.

Fiscal Impact:

General Fund Impact as approved in FY 24/25 recommended budget.

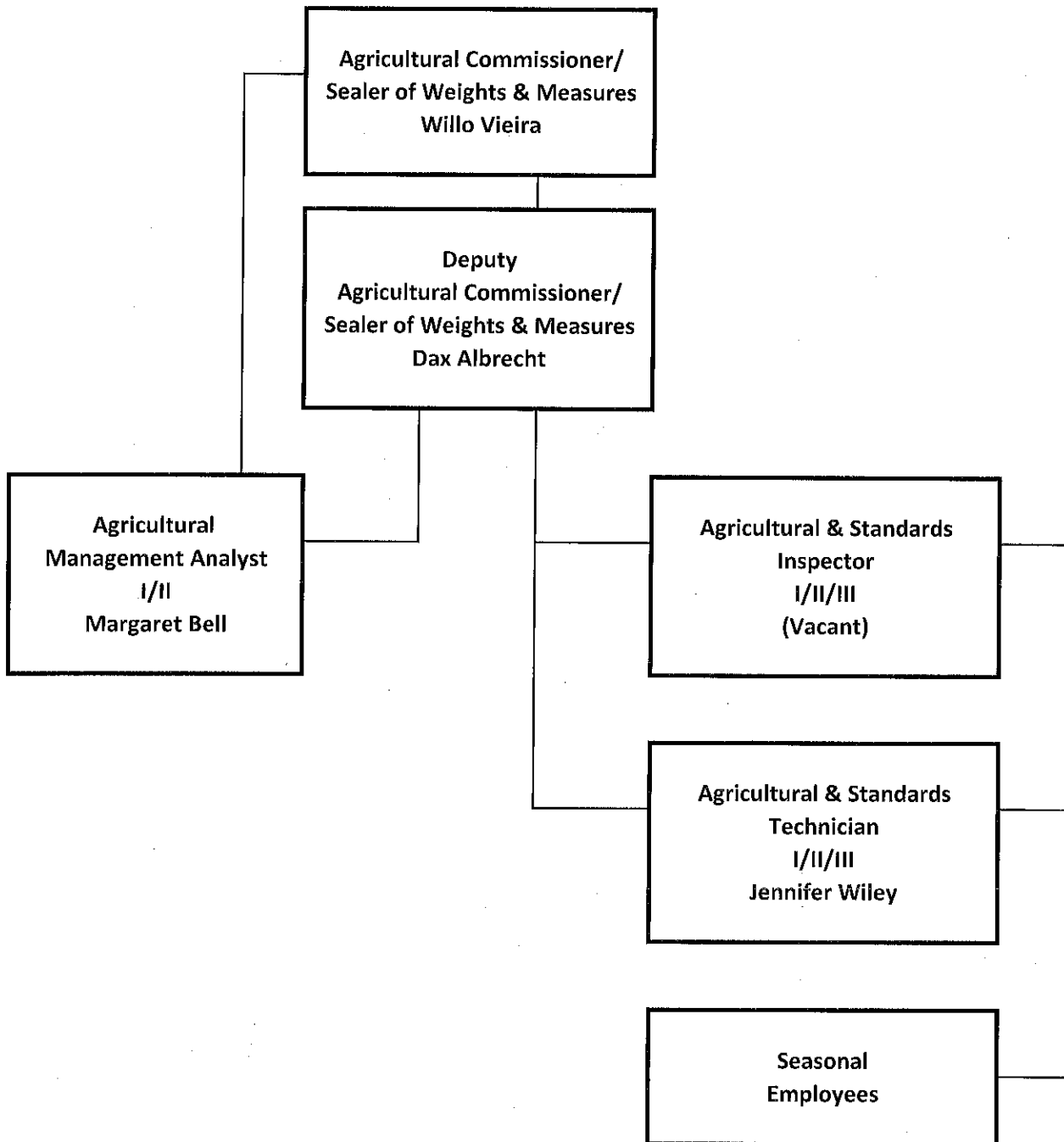
Attachments:

1. Critical Staffing Questioner
2. Department of Agriculture Structure
3. Agricultural and Standards Inspector I 10-2020_202210141600270802
4. Agricultural and Standards Inspector II 10-2020_202210141601066257

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

1. Is there a legitimate business, statutory, or financial justification to fill the position?
Yes – the Agricultural department is an essential function that performs regulatory enforcement of Agricultural and Weights & Measures law and provides technical support to the agricultural and weights & measures community.
2. Why is it critical that this position be filled at this time?
This position is needed as we are currently leaving contract money on the table due to lack of personnel. There are certain jobs that require two people for safety, and we currently only have one. Also, our current inspector has been promoted to Deputy Agricultural Commissioner vacating the Inspector series. We currently have money in our annual budget as we no longer have the Wildlife Services Contract (Approx. \$82,000). This amount needs to be backfilled annually for the County to meet the State required Maintenance of Effort to qualify for our portion of the Unclaimed Gas Tax. The Position is budgeted for in the FY 24/25 budget
3. How long has this position been vacant?
This is a newly created position
4. Can the department use other wages into the next budget cycle?
The Agricultural Department's budget line for wages in the FY 24/25 budget includes funds for this position.
5. What are staffing levels at other counties for similar department and/or positions?
Our current staffing level is below that of comparable counties.
6. What core functions will be impacted without filling the position prior to July 1?
Our ability to fulfil State work plans and meet our Maintenance of Effort (MOE) will be in jeopardy.
7. What negative fiscal impact will the county suffer if the position is not filled prior to July 1st?
If these positions are not filled it will negatively impact our ability to meet our contractual and grant obligations resulting in less funding. It will also impact our ability to meet our Maintenance of Effort required to receive partial reimbursement of county funds expended. A non-general fund department head needs to satisfy that she/he has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other county departments? N/A
8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
9. Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of the position my impact, positively or negatively, the need for general fund support? FY 24/25 \$78,049; FY 25/26 \$80,483. 30-35% of this position will be covered through CDFA UGT Fund reimbursement. Other additional revenues include: Shell Egg Contract, expanded organic producer/seller contract, increase in CDPR MIL tax refunding. All contract amounts are subject to State and Federal Budget constraints.
10. Does the department have a reserve? **No**

Department of Agriculture Structure



AGRICULTURAL AND STANDARDS INSPECTOR I

DEFINITION

Under supervision, to perform routine and complex inspections and investigations; to enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code and the California Code of Regulation. Learn and perform pest regulation, pest prevention, inspection, and regulation. Inspect and test weighing and measuring devices; to verify consumer transactions and product quality; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Agricultural and Standards Inspector class series. Incumbents work under relatively close supervision until they gain experience and obtain the requisite State Licenses to work as an experienced Agricultural and Standards Inspector.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures or Agricultural and Standards Inspector III as designated

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Assists with inspections of fruits, nuts, vegetables, honey, eggs, or other agricultural commodities in markets, packinghouses, and storage areas for compliance with regulations related to standards and grades.
- Issues certificates of inspection.
- May order recondition or destruction of produce deemed to be below minimum standards.
- Assists with inspection of nurseries for plant pest and diseases.
- Assists with inspection of incoming plant shipments for evidence of disease, pests, or noxious weed seeds.
- Assists with inspection of transported agricultural commodities to insure that they are free from injurious insects or plant disease.
- Issues pesticide permits and may inspect pesticide application to crops.
- Assists with the inspection of apiaries.
- Assists with the examination of fields, orchards, roadways, and cultivated areas to determine the location and extent of rodent, weed, bird, insect, predator, and plant disease infestations.
- Assists with the control and eradication of plants, weeds, rodents, birds, and other pests.
- May certify or specify the treatment of agricultural products as a condition of movement or shipment.
- Assists with inspecting seeds and seed shipments for noxious weed seeds.
- May operate trucks, spray rigs, and other equipment.
- May assist with applying herbicides for weed and brush control.
- Assists with inspecting, testing, and sealing commercial weighing and measuring devices.
- Assists with weighing, measuring, and counting the contents of packaged commodities to verify the accuracy of labels.
- Assists with inspecting and investigating weigh master licenses.
- Collects petroleum product samples for testing to insure stated qualities.
- Investigates complaints related to consumer transactions.
- Prepares records and reports of inspections and tests conducted.
- Takes appropriate enforcement actions.
- Performs needed maintenance on equipment.
- Provides information to growers and homeowners regarding pest problems.
- Assists with gathering information for annual crop reports.

Last Revised: 11/95

AGRICULTURAL AND STANDARDS INSPECTOR I – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces. Stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs. May crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces. Need normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic knowledge and understanding of pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Proper inspection methods and procedures.
- Statistical testing techniques.
- Common agricultural practices of County crops.
- Construction, mechanics, and operation of scales, meters, and other weighing and measuring devices.
- Proper packaging and identification of commodity contents.
- Common pest control methods.
- Microsoft Office Suite

Ability to:

- Assist with the interpretation and enforcement of agricultural and weights and measures laws and regulations.
- Perform field inspections and gather a variety of information and data.
- Assist with gathering and maintaining information concerning County crops.
- Prepare and maintain records and reports.
- Understand and carry out oral and written directions and policies.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.
- Operate trucks, dollies, cranes, ATVs and spray trucks.
- Travel extensively throughout Plumas and Sierra counties.

Last Revised: 11/95

AGRICULTURAL AND STANDARDS INSPECTOR I - 4

Training and Experience:

Qualifications needed for this position:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in agricultural, biological, chemical or physical sciences;

OR

Equivalent to a Bachelor's degree from an accredited college or university with major course work in any discipline with a minimum of 30 semester units in one or any combination of the following disciplines: agricultural, biological, chemical or physical sciences.

One year of weights and measures enforcement or agricultural pest control experience is desirable.

Special Requirements:

Possession of minimum qualifications for admittance to State of California qualifying examinations for County Agricultural Inspector and Weights and Measures licenses.

Possession of one or more Agricultural and Standards Inspector/Biologist or Weights and Measures Inspector core licenses issued by the California Department of Food and Agriculture County Licensing Program, within one (1) year of an appointment to the position.

**Core Licenses: Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.*

Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment and maintained throughout employment. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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

Last Revised: 11/95

AGRICULTURAL AND STANDARDS INSPECTOR II

DEFINITION

Under general supervision, perform routine and complex inspections and investigations to enforce laws and regulations pertaining to the California Food and Agricultural Code, Business and Professions Code, and the California Code of Regulation. Perform pest regulation, pest prevention, inspection, to inspect and test weighing and measuring devices; to verify consumer transactions and product quality; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first experienced working level in the Agricultural and Standards Inspector class series. Incumbents are expected to be licensed and work in at least three of the fields (including Pesticide Regulation, Pest Prevention, and Weight Verification), requiring State licensing to County agricultural and weights and measures inspection and enforcement.

REPORTS TO

Agricultural Commissioner/Sealer of Weights and Measures or Agricultural and Standards Inspector III as designated

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Inspects fruits, nuts, vegetables, honey, eggs, or other agricultural commodities in markets, packinghouses, and storage areas for compliance with regulations related to standards and grades.
- Issues certificates of inspection.
- May order reconditioning or destruction of produce deemed to be below minimum standards.
- Inspects nurseries for plant pest and diseases.
- Inspects incoming plant shipments for evidence of disease, pests, or noxious weed seeds.
- Inspects transported agricultural commodities to insure that they are free from injurious insects or plant disease.
- Issues pesticide permits and may inspect pesticide application to crops.
- Inspects apiaries, examines fields, orchards, roadways, and cultivated areas to determine the location and extent of rodent, weed, bird, insect, predator, and plant disease infestations.
- Controls and eradicates plants, weeds, rodents, birds, and other pests.
- May certify or specify the treatment of agricultural products as a condition of movement or shipment.
- Inspects seeds and seed shipments for noxious weed seeds.
- May operate trucks, spray rigs, and other equipment.
- May apply herbicides for weed and brush control.
- Inspects, tests, and seals commercial weighing and measuring devices.
- Weighs, measures, and counts the contents of packaged commodities to verify the accuracy of labels.
- Inspects and investigates weigh master licenses; collects petroleum product samples for testing to insure stated qualities.
- Investigates complaints related to consumer transactions.
- Prepares records and reports of inspections and tests conducted.
- Takes appropriate enforcement actions.
- Performs needed maintenance on equipment.
- Provides information to growers and homeowners regarding pest problems.
- Gathers information for annual crop reports.
- May provide training for less experienced staff.

Last Revised: 11/95

AGRICULTURAL AND STANDARDS INSPECTOR II - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; walk, stand, or crouch on narrow, slippery, and erratically moving surfaces. Stoop, kneel, bend to pick up or move heavy objects; physical ability to lift and carry objects weighing up to 50 lbs. May crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces. Need normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to controlled and hazardous substances; some exposure to smoke, gases, and fumes; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Pertinent State and Federal laws and regulations related to the functions of the County Agricultural Commissioner and the Sealer of Weights and Measures.
- Law enforcement powers, procedures, and policies of the County Agricultural Commissioner and Sealer of Weights and Measures.
- Proper inspection methods and procedures.
- Statistical testing techniques.
- Construction, mechanics, and operation of scales, meters, and other weighing and measuring devices.
- Proper packaging and identification of commodity contents.
- Common agricultural practices of County crops.
- Common pest control methods.
- Microsoft Office Suite

Ability to:

- Interpret and enforce agricultural and weights and measures laws and regulations.
- Impartially perform field inspections and gather a variety of information and data.
- Gather and maintain information concerning County crops.
- Prepare and maintain records and reports.
- Understand and carry out oral and written directions and policies.
- Work independently.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.
- Operate trucks, dollies, cranes, ATVs and spray trucks.
- Travel extensively throughout Plumas and Sierra counties.

Last Revised: 11/95

AGRICULTURAL AND STANDARDS INSPECTOR II - 4

Training and Experience:

Qualifications needed for this position:

At least one (1) year of inspection and enforcement experience comparable to that of an Agricultural and Standards Inspector I with Plumas County.

Possession of one or more valid statewide specific category license as a County Weights and Measures Inspector or County Agricultural Inspector/Biologist; **OR**

Possession of a bachelor's degree from an accredited four-year college with specialization in one or more appropriate disciplines in agricultural, biological, chemical, or physical sciences as approved by the California Department of Food and Agriculture; **OR**

Possession of a Bachelor's degree from an accredited four-year college in any discipline with a minimum of 30 semester units, or equivalent, in one or any combination of the following disciplines: Agricultural Science, Biological Science, Chemical Science, Physical Science, Mathematics, and/or Statistics.

Special Requirements: Possession of at least three (3) core licenses of eligibility (including Pesticide Regulation, Pest Prevention, and Weight Verification) as a County Agricultural Biologist or County Weights and Measures Inspector as determined by the Agricultural Commissioner and Sealer of Weights and Measures. Ability to obtain and maintain required licenses is a condition of continued employment.

****Core Licenses:*** *Pesticide Regulation, Investigation and Environmental Monitoring, Integrated Pest Management, Commodity Regulation, Pest Prevention and Plant Regulation, Weight Verification, Measurement Verification, and Transaction and Product Verification.*

Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles. The Commissioner/Sealer may require possession of a Commercial Driver's License based upon the program needs of the department.

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

Last Revised: 11/95



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Healthcare Santa Rosa an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults and senior adults; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) Mental Health funding approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Healthcare Santa Rosa an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults and senior adults; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) Mental Health funding approved as to form by County Counsel.

Background and Discussion:

Santa Rosa Healthcare Hospital is an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults, and senior adults suffering from depression, suicide attempts, self-harm, suicide ideation, severe anxiety, bipolar disorder, psychosis, schizophrenia. Additional treatment services for co-occurring psychiatric and substance use conditions, crisis intervention, electroconvulsive therapy and interventional psychiatry services are also offered.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Healthcare Santa Rosa an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults and senior adults; effective July 1, 2024; not to exceed \$100,000.00; (No General Fund Impact) Mental Health funding approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Mental Health funding

Attachments:

1. 4787_001

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 Behavioral Health Department (hereinafter referred to as "County"), and Aurora Behavioral Healthcare Santa Rosa, LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$100,000. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty, or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences on July 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by for July 1, 2024, to date of Aurora Behavioral Healthcare Santa Rosa, LLC 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.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
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

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. 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.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

____ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS ____

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

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty 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.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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

County:

Sharon Sousa LMFT Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Tristan Ivy, CEO
Aurora Behavioral Healthcare Santa Rosa LLC
1287 Fulton Rd.
Santa Rosa, CA 95401-4923

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

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

PCBH2425AURORA

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

CONTRACTOR:

Aurora Behavioral Healthcare Santa Rosa
LLC

By: _____
Name: Tristan Ivy
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By: _____
Name: Wade Sturgeon
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: Sharon E. Sousa LMFT
Name: Sharon Sousa
Title: Behavioral Health LMFT Director
Date signed: 09/23/2024

APPROVED AS TO CONTENT:

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

ATTEST:

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:

Craig Settemire
Craig Settemire
Counsel

COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Aurora Behavioral Healthcare Santa Rosa, LLC, referred to herein as Business Associate ("BA"), dated July 1, 2024.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

____ COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS _____

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate

termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning

the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

PCBH2425AURORA

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Tristan Ivy
Title: Chief Executive Director
Address: 1287 Fulton Road
Santa Rosa, California 95401
Signed: _____
Date: _____

COUNTY INITIALS

- 16 -

CONTRACTOR INITIALS

EXHIBIT A - SCOPE OF WORK

Santa Rosa Healthcare Hospital is an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults, and senior adults suffering from depression, suicide attempts, self-harm, suicide ideation, severe anxiety, bipolar disorder, psychosis, schizophrenia. Additional treatment services for co-occurring psychiatric and substance use conditions, crisis intervention, electroconvulsive therapy and interventional psychiatry services are also offered.

Inpatient care provides an intensive, safe, secure and therapeutic environment for those with acute psychiatric or co-occurring mental health and substance use issues. Treatment teams provide 24 hour monitoring, treatment, and stabilization for patients.

Outpatient care helps individuals transition from the inpatient hospital setting, led by psychiatrists, nurses, therapists and service coordinators, working together providing physician oversight, medication management, group therapy, peer support, to establish a discharge plan to re-connect clients with their community provider.

Licensed Clinicians integrate evidence-based practices such as Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and Eye Movement Desensitization and Reprocessing to provide modern, safe, and effective clinical care while helping clients achieve their treatment goals.

ATTACHMENT EXHIBIT B – FEE SCHEDULE

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR DEPARTMENT FISCAL OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

____ COUNTY INITIALS

- 18 -

CONTRACTOR INITIALS ____

Exhibit B



RATE STRUCTURE FOR FY 2024-25

SONOMA COUNTY

Effective 7/1/2024

Rate Structure:

Contract rates are all inclusive of the professional fee (\$110/day) and hospital stay. When billing the County for authorized services provided to Sonoma County clients, Contractor will use this exclusive list of provisional rates (see below).

Medi-Cal Funded Beneficiaries

Activity	Rate
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages 0-21	\$1,740/Day
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages Over 64	\$1,600/Day
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages 22-64	\$1,565/Day
Inpatient Psychiatric Support Services – Professional Fees (Mode 15, Service Functions (01-79)(when services are provided and billed to County)	\$110/Day
Administrative Day Services	\$950//Day
Patient Specific - 1:1 Staffing (per hour)	\$30/Hour

County Funded Clients - Non-Medi-Cal - No other Payer Source Available

Activity	Rate
Per Diem Acute Facility Day Rate (Adult)	\$1,675/Day
Per Diem Acute Facility Day Rate (Older Adult)	\$1,710/Day
Per Diem Acute Facility Day Rate (Child/Adolescent)	\$1,850/Day
Administrative Day Services	\$950//Day
Patient Specific - 1:1 Staffing (per hour)	\$30/Hour

*These rates apply to all Medi-Cal or County eligible services rendered to all patients and all Counties



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and JPB, LLC dba Silver State International for the repairs of heavy equipment; 3-year contract; effective August 1, 2024; not to exceed \$25,000.00; No General Fund Impact; Road Funds; approved as to form by County Counsel

Recommendation:

The Acting Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a three-year contract with JPB, LLC dba Silver State International to obtain repair services on its heavy equipment.

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to have repairs made to their heavy equipment fleet.

The anticipated cost of the repairs is not expected to exceed \$25,000 for the three-year term as outlined in the attached contract.

The attached contract has been reviewed and approved as to form by County Counsel.

Funding for this service agreement is included in the Budget adopted by the Board of Supervisors on June 26, 2024.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and JPB, LLC dba Silver State International; effective August 1, 2024; not to exceed \$25,000.00; No General Fund Impact; Road Funds; approved as to form by County Counsel

Fiscal Impact:

No General fund impact. Road Budget.

Attachments:

1. Silver State International Service Agmt

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as “County”), and **JPB, LLC dba Silver State International** a Nevada Corporation (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty-Five Thousand Dollars and No/100 (\$25,000.00)**.
3. Term. The term of this agreement shall be from August 1, 2024, through July 31, 2027, unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 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.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

County:

Plumas County Department of Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

JBP, LLC dba Silver State International
2255 Larkin Circle
Sparks, NV 89431
Attention: Charlie Brown

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

____ COUNTY INITIALS

- 5 -

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

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

CONTRACTOR:

JBP LLC, dba Silver State International

By: _____
Name: John B. Phillips
Title: Managing Member
Date signed:

COUNTY:

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


By: _____
Name: Robert Thorman
Title: Acting Public Works Director
Date signed:

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

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Contractor will provide repair services to County heavy equipment and vehicles on an as-needed basis upon request of the County.
2. All work shall be provided in accordance with industry standards for high-quality heavy equipment and vehicle repairs.
3. All repairs will be done at the premises of Silver State International in Nevada. Vehicles in need of repairs will be transported from Public Works to Silver State International.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$198.33 per hour.
2. All prices for parts shall be at or below Contractor's standard rates for such services.
3. County shall be provided with a written 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 anytime Contractor believes that repairs will cost more than the county-authorized written estimate, Contractor shall provide a received 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 the Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: September 3, 2024

SUBJECT: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Principal Transportation Planner position, funded and allocated via Public Works Road Fund and Authorize a Three Month Overlap Training Period. No General Fund Impact.

Recommendation:

The Acting Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Principal Transportation Planner including an overlap period from January 6, 2025 through March 28, 2025.

Background and Discussion:

One (1) FTE Principal Transportation Planner will be retiring effective March 28, 2025. The employee in this position has many years of experience including specialized knowledge that needs to be passed along to the successful candidate.

The Department is requesting to fill this position effective immediately with a proposed overlap period from January 6, 2025 through March 28, 2025. Plumas County Transportation Commission has sufficient funding for this overlap training period.

This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

Action:

Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Principal Transportation Planner position, funded and allocated via Public Works Road Fund and Authorize a Three Month Overlap Training Period. No General Fund Impact.

Fiscal Impact:

No General Fund impact. Funded and allocated via Road Fund.

Attachments:

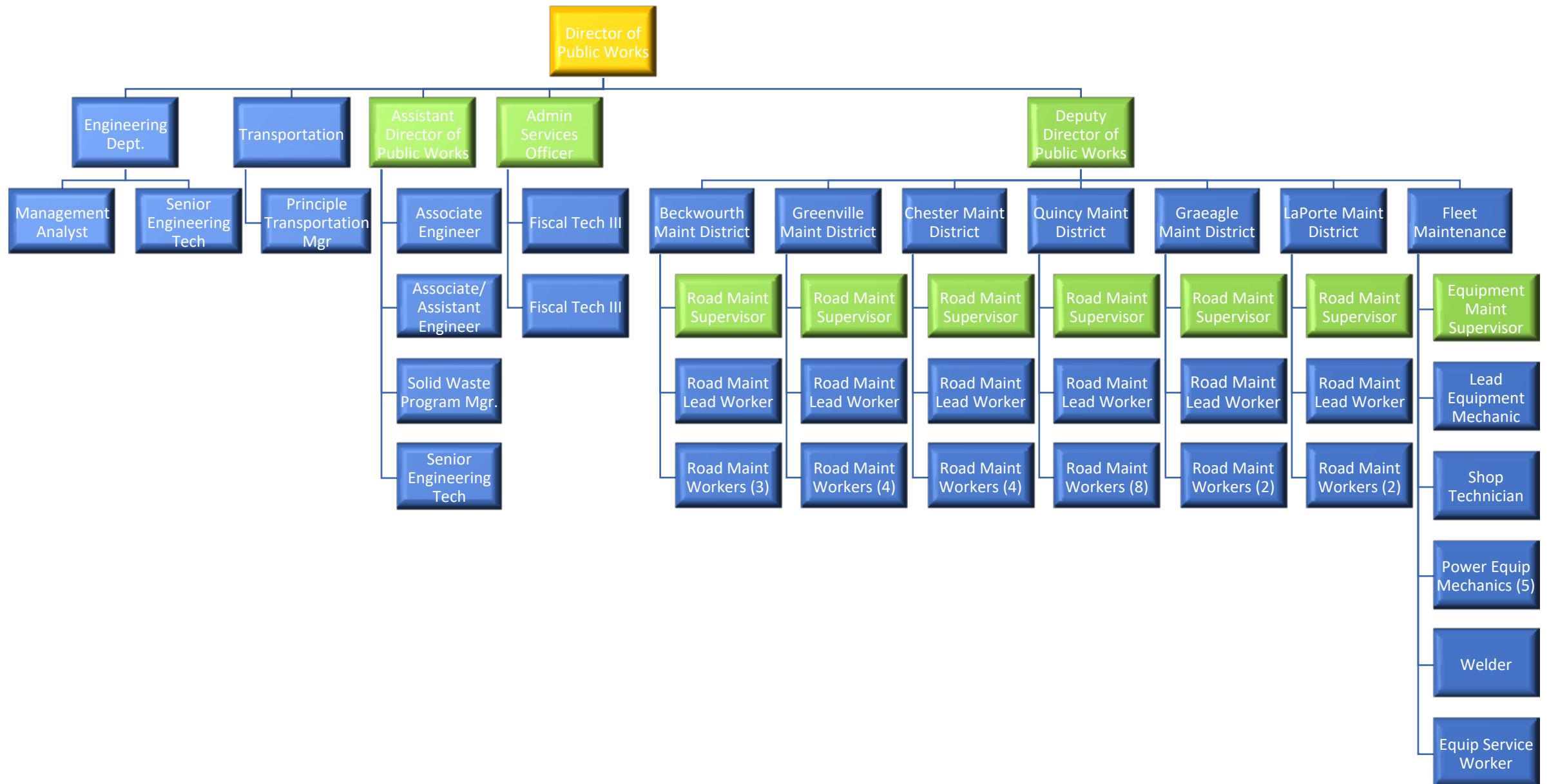
1. CRITICAL STAFFING REQUEST Principal Transportation Planner
2. Department Org Chart
3. Principal Transportation Planner Overlap Request

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Principal Transportation Planner

- Is there a legitimate business, statutory or financial justification to fill the position?
This Principal Transportation Planner is critical to the Plumas County Transportation Commission.
- Why is it critical that this position be filled at this time?
This position requires an overlap training period prior to the existing employee retiring.
- How long has the position been vacant?
This position won't be vacant until March 28, 2025.
- Can the department use other wages until the next budget cycle?
The Transportation Commission has sufficient wage and benefits portion of the 24/25 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **This position needs to be filled prior to July 1.**
What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **Training with the existing employee will not be possible after March 28, 2025.**
- 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? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position will impact, positively or negatively, the need for general fund support? **None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

21/22	\$0	22/23	\$0	23/24	\$0
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PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
Robert Thorman, P.E., Acting Director Joe Blackwell, Deputy Director



Memorandum

August 2, 2024

To: Debra Lucero, CAO

From: Robert Thorman, Acting Public Works Director

Re: Request for Principal Transportation Planner Overlap Training

As you are aware, Jim Graham will be retiring March 2025 with the effective last day being the 28th. The position of Principal Transportation Planner is a critical staffing position for Plumas County Transportation Commission (PCTC) and Public Works causing the critical need for a Training/Transition Overlap.

With that said I am requesting approval per Resolution 24-8917 for approval of a transition period between Jim Graham and the successful candidate for Principal Transportation Planner or entry level Transportation Planner. In the event a qualified candidate for Principal Transportation Planner is not found, the Department plans to move forward with Human Resources on the Transportation Planner job description which is an entry level position.

The job description for the Transportation Planner is written and was reviewed by MRG in March 2024. Unfortunately, MRG was unable to conduct the required meet and confer with OE3 Union prior to June 18, 2024 when the recommended budget was adopted. Per Human Resources, no meet and confer with the union can take place until the final budget is adopted October 1, 2024.

As you are aware, PCTC is a separate entity from Plumas County and doesn't utilize County General Funds, but does utilize staff provided by Public works and paid by PCTC. PCTC has multiple sources of funding that may be utilized to pay for additional expenses relating to an overlap training including the following funds:

1. The Local Transportation Fund (LTF)
2. Rural Planning Assistance Funds (RPA)
3. Funds in support of Transit Operations Management (5311 and 5311f Programs)
4. Planning Programming & Monitoring Funds (PPM)
5. Regional Surface Transportation Program (RSTP)
6. Sustainable Transportation Planning Grants

To reiterate, approval is sought for an overlap training period starting January 6, 2025 through March 28, 2025 for either Transportation Planner or Principal Transportation Planner.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sarah Novak
MEETING DATE: September 3, 2024
SUBJECT: Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name and adding Canon Financial Services as the payee; no additional monies; (General Fund Impact); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name and adding Canon Financial Services as the payee; no additional monies; (General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Amendment to the contract with Ray Morgan, LLC in which any reference to Ray Morgan, LLC, will be changed to Ubeo West, LLC.

Action:

Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Sheriff's Office and Ray Morgan Company, LLC; changing the company name and adding Canon Financial Services as the payee; no additional monies; (General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact); approved as to form by County Counsel.

Attachments:

1. Ubeo West 3701 FINAL

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND RAY MORGAN COMPANY, LLC**

This First Amendment to Agreement ("Amendment") is made on May 22, 2024, between PLUMAS COUNTY, a political subdivision of the State of California, by and through its SHERIFF'S DEPARTMENT ("COUNTY"), and RAY MORGAN COMPANY, LLC ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. COUNTY and CONTRACTOR have entered into a written Agreement dated May 1, 2022, (the "Agreement"), in which CONTRACTOR agreed to provide COUNTY with maintenance services for (1) Canon iR ADV C5860i copier, (1) Canon iR ADV 4745i copier and (1) Canon iR ADV 6860i copier.
 - b. Because CONTRACTOR has been bought out by another company and payments are to be made to and certificates of insurance are required for the copier leasing company, Canon Financial Services, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Any reference to Ray Morgan Company, LLC be changed to UBEO WEST, LLC.
 - b. Exhibit B is amended to include the following:
 8. All lease and maintenance invoices for this agreement will be generated by and payment shall be made to:

Canon Financial Services, Inc. (CFS)
14904 Collections Center Drive
Chicago, IL 60693-0149
 9. County shall provide a Certificate of Insurance to Canon Financial Services, Inc. (CFS) listing them as the Loss Payee/Additional Insured.
 - c. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated May 1, 2022, shall remain unchanged and in full force and effect.

CONTRACTOR:

UBEO WEST, LLC

By: _____

Name: John Fortino

Title: Chief Financial Officer

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:

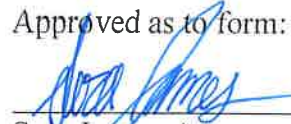
By: _____

Name: Allen L. Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:



Sara James, Attorney

County Counsel's Office



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Frank's Garage to provide general automotive repairs and services; effective September 15, 2024; not to exceed \$60,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Frank's Garage to provide general automotive repairs and services; effective September 15, 2024; not to exceed \$60,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

Background and Discussion:

Contract to provide the Sheriff's Office with general automotive repairs and services on an as-needed basis.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Frank's Garage to provide general automotive repairs and services; effective September 15, 2024; not to exceed \$60,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in recommended FY24/25 budget (various budgets)

Attachments:

1. Franks Garage 3733 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 Franks Garage, LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand Dollars (\$60,000.00).
3. Term. The term of this agreement shall be from September 15, 2024, through September 14, 2025, 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.

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

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

County:

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

Contractor:

Frank's Garage
270 Crescent Street
Quincy, CA 95971
Attention: Bryan Strecker

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

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

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

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

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

CONTRACTOR:

Frank's Garage, LLC

By: _____

Name: Bryan Strecker

Title: Managing Member

Date signed:

COUNTY:

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

By: _____

Name: Todd Johns

Title: Sheriff/Coroner

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:

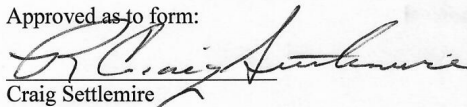

Craig Settemire
Counsel

EXHIBIT A

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Lube, oil, and filter changes (LOF)
 - b. Vehicle inspection
 - c. Tire rotation
 - d. Engine repair and replacement
 - e. Drivetrain repair and replacement
 - f. Diagnostics, including drivability and mechanical repairs
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. 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 \$100.00 per hour.
2. All parts shall be provided at cost price plus 5%.
3. LOF changes shall be charges at \$16.25 per hour plus parts at cost.
4. County shall be provided with a written 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.
5. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice 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
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: September 3, 2024
SUBJECT: Approve the Meeting Minutes for all meetings held in August 2024, as submitted.

Recommendation:

Approve the Meeting Minutes for all meetings held in August 2024, as submitted.

Background and Discussion:

.

Action:

Approve the Meeting Minutes for all meetings held in August 2024, as submitted.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Minutes 08-06-2024
2. Minutes 08-13-2024
3. Minutes 08-20-2024



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 6, 2024

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=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

Roll Call.

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

PLEDGE OF ALLEGIANCE

Richard Foster led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

The Chair has requested that items J.1, 4.D.1-2 be taken up before item 4.A.

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.

There were 0 public comments received electronically prior to the meeting, and 0 during the meeting in person and on zoom.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

M. Demartile (Clerk-Recorder/Registrar of Voters) updates the Board on Elections, marriage licenses.

This is the last week of the filing period. Requests the public "like" the Elections page on Facebook.

Clint Koble comments

W. Vierria (Ag Commissioner) updates the Board on her office is aware of the Mormon Crickets.

G. Ellingson (IT Director) updates the Board on the recent CrowdStrike outage that took place on July 18, 2024, which affected 8.5 million people worldwide, including the county. He thanked his staff for their efforts in restoring employees' computer systems back, which took two days.

Sheriff Johns updated the Board on the Park fire blowing up over night and changes to some of the evacuation numbers in Plumas County, and Tehama County.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

Patrick Josphe updated the Board on Greenville Post Office opening on August 12, 2024. The Ad Hoc

Committee for the DF PG&E settlement fund is meeting on 8/7/2024 at 1pm.
Tracey Ferguson (Planning Director) updates the Board on Grant workshop meeting at the DFC office in Greenville, at 6:30pm, tomorrow August 7, 2024,

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble read a handout to the Board. <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18395>

C. US FOREST SERVICE

Report and update.

No Report Provided.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero updates Board on intensive Client First training workshops being conducted for 1.5–4 hours each. Some employees will be working this Saturday for 4 hours checking 499 records that were inputted into Munis.

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.

No Report Provided.

F. FINANCIAL/AUDIT REPORT

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

No Report Provided.

2. CONSENT AGENDA

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

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

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

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

A. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Lassen County Public Health Department; effective April 1, 2024; not to exceed \$12,260.00; (No General Fund Impact) (Ryan White Part C) approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Lassen County Public Health Department, effective April 1, 2024, not to exceed \$10,889.00; (No General Fund Impact) (Ryan White Part B) approved as to form by County Counsel.

- 3) Approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY 24/25 from the Department of Veterans Affairs.
- 4) Approve and authorize Chair to ratify and sign two agreements between Plumas County Public Health Agency and Wenonah Beard, RN for the Ryan White Part B and Part C Programs; effective April 1, 2024; not to exceed Part B \$6,064.00 and Part C \$5,114.00; (No General Fund Impact) Ryan White Part B & Part C; approved as to form by County Counsel.
- 5) Approve and authorize Chair to sign amendment no. 1 to University agreement No. 007082 between Plumas County Public Health Agency and The Regents of the University of California to extend the term of the agreement from September 5, 2024, through September 4, 2025; (No General Fund Impact) (Ryan White Part C) approved as to form by County Counsel.

B. PROBATION

- 1) Approve and authorize Plumas County Probation to pay County of Tehama, a political subdivision of the State of California, a non-contract invoice in the amount of \$1,500.00 for Board and Care of Plumas County Juveniles in June 2024; General Fund Impact, use of budget line item 2040053-530400.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Probation and Redwood Toxicology Laboratory, Inc., a California Corporation; effective July 1, 2024; not to exceed \$70,000.00; General Fund Impact up to \$7,600.00 as approved in recommended FY24/25 budget (2040052-524803 & 524804) approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Probation and Sapience Practice, a Limited Liability Company; effective July 1, 2024; not to exceed \$10,000.00; No General Fund Impact, services will be paid out of JJCPA, a State Juvenile Grant (2040252-521900) approved as to form by County Counsel.

C. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to sign the first amendment to the Shelter Services Agreement between Plumas County Animal Shelter and The Regents of the University of California; (No General Fund Impact) approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and J&C Enterprises to provide striping and lettering at the new correctional facility; effective July 1, 2024; not to exceed \$9,999.00; (No General Fund Impact) Grant Funded (20141 / 521900) approved as to form by County Counsel.

- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Mark A. Clementi, Ph.D., to provide and administer pre-employment testing to job applicants to the Sheriff's Office; effective May 1, 2024; not to exceed \$9,999.00; (General Fund Impact) as approved in FY23/24 and FY24/25 recommended budgets (70330 / 521107); approved as to form by County Counsel.

D. PUBLIC WORKS/ROAD DEPARTMENT

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Cunningham Auto Group dba Susanville Ford CDJR for repairs made to Public Works heavy equipment fleet; not to exceed \$20,000.00; No General Fund Impact; approved as to form by County Counsel.

E. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in July 2024, as submitted.

F. COUNTY COUNSEL

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Linda Judge, Public Defender for LPS/Probate Conservatorships; effective July 1, 2024; not to exceed \$2,000.00 per month or \$24,000.00 per year; (General Fund Impact) as approved in (FY24/25) recommended budget (20320 / 525900); approved as to form by County Counsel.

G. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Roundhouse Council, a community-based non-profit organization providing language and cultural activities and education and resource support to Native American youth, families, and elderly in Plumas County effective July 1, 2024; not to exceed \$95,000.00; (No General Fund Impact) Mental Health Services Act Funding, approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District to work in partnership to address the needs of students and their families by providing school-based mental health prevention and early intervention services. Effective July 1, 2024; not to exceed \$251,932.00; (No General Fund Impact) Mental Health Service Act Funds provide for this program; approved as to form by County Counsel.

- 3) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Butte County Department of Behavioral Health to allow out of county clients to enroll in a licensed Driving Under the Influence Program, and for Plumas County to implement a contract with the DUI Program Provider that the County is currently utilizing. Effective date of execution. (No General Fund Impact) MOU is non-financial; approved as to form by County Counsel.
- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Butte County Department of Behavioral Health for hospital-based psychiatric inpatient services. Effective July 1, 2024 ; not to exceed \$50,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

- 1) Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Utilities Expense (527800) Using Projected Fund Balance as of June 30, 2024 by a total of \$50,500.00. Attached is a completed "Budget Transfer" form signed by the Department's fiscal officer and the County Auditor. Discussion and possible action. **(Four/Fifths Vote)**

Motion: Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Utilities Expense (527800) Using Projected Fund Balance as of June 30, 2024 by a total of \$50,500.00. Attached is a completed "Budget Transfer" form signed by the Department's fiscal officer and the County Auditor. Discussion and possible action. **(Four/Fifths Vote), Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Rob Thorman presents.

C. ADJOURN AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

D. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. AGRICULTURE WEIGHTS & MEASURES - Willo Vieira

- 1) Approve budget amendment to the ARPA Broadband budget to allocate \$75,000 to the Office of the Agricultural Commissioner / Sealer of Weights and Measures for the fixed asset purchase of Crane and Modified Body; no General Fund impact; discussion and possible action. **Roll Call Vote**

Motion: Approve budget amendment to the ARPA Broadband budget to allocate \$75,000 to the Office of the Agricultural Commissioner / Sealer of Weights and Measures for the fixed asset purchase of Crane and Modified Body; no General Fund impact; discussion and possible action.

Roll Call Vote , Action: Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

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

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

Willow Vieira presents

Clint Koble comments

Travis Goings comments

CAO Lucero comments

- 2) Approve and authorize Chair to sign an agreement between Plumas County Agriculture Weights And Measures and Enoven Truck Body + Equipment for the fixed asset purchase of Crane and Modified Body; total not to exceed \$74,301.73; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize Chair to sign an agreement between Plumas County Agriculture Weights And Measures and Enoven Truck Body + Equipment for the fixed asset purchase of Crane and Modified Body; total not to exceed \$74,301.73; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

Willow Vieira presents

B. LIBRARY - Dora Mitchell

- 1) Approve and authorize supplemental budget transfer(s) of \$143,554.40 from FY23/24 Vehicle 541500 to FY 24/25 Vehicle 541500 to pay final invoice for Bookmobile vehicle purchase; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of \$143,554.40 from FY23/24 Vehicle 541500 to FY 24/25 Vehicle 541500 to pay final invoice for Bookmobile vehicle purchase; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

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

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

Dora Mitchell presents

- 2) Approve and authorize supplemental budget transfer(s) of \$7,668.60 from Vehicle (20670/541500) to Office Supplies (20670/521800) in the amount of \$69.13, Computer (20670/529500) in the amount of \$3,999.47, and Professional Services (20670/521900) in the amount of \$3,600, for the purchase of supplies and services for the bookmobile; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of \$7,668.60 from Vehicle (20670/541500) to Office Supplies (20670/521800) in the amount of \$69.13, Computer (20670/529500) in the amount of \$3,999.47, and Professional Services (20670/521900) in the amount of \$3,600, for the purchase of supplies and services for the bookmobile; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

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

Dora Mitchell presents

- 3) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Sierra County to update invoice format; (No General Fund Impact) no cost to Plumas County; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and Sierra County to update invoice format; (No General Fund Impact) no cost to Plumas County; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

Dora Mitchell presents

- 4) Approve and authorize Library to recruit and fill one extra-help Greenville Branch Library Aide; (No General Fund Impact) (funds are already budgeted in Other Wages for FY24/25); discussion and possible action.

Motion: Approve and authorize Library to recruit and fill one extra-help Greenville Branch Library Aide; (No General Fund Impact) (funds are already budgeted in Other Wages for FY24/25); discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Dora Mitchell presents

- 5) Approve and authorize Chair to sign a Lease Agreement between Shepard Kest Porter and Cheri Prior and the Plumas County Library Department for parking the Library Bookmobile at The Spot located at 136 Crescent Street, Greenville, CA on an as needed basis to conduct Library business; approved as to form by County Counsel, and approve the Grand Opening of the Plumas County Library Bookmobile at The Spot in Greenville on August 13, 2024; discussion and possible action.

Motion: Approve and authorize Chair to sign a Lease Agreement between Shepard Kest Porter and Cheri Prior and the Plumas County Library Department for parking the Library Bookmobile at The Spot located at 136 Crescent Street, Greenville, CA on an as needed basis to conduct Library business; approved as to form by County Counsel, and approve the Grand Opening of the Plumas County Library Bookmobile at The Spot in Greenville on August 13, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

Dora Mitchell presents

Clint Koble comments

C. PUBLIC WORKS/ROAD - Rob Thorman

- 1) **11:00 AM - PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California AMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE regarding various Plumas County Speed Zones; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Rob Thorman, Acting Public Works Director, is present and addressed the Board with an overview of the matter before them.

The Chair opens the public hearing. There being no further comment, the hearing is closed.

Motion: 11:00 AM - PUBLIC HEARING: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California AMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE regarding various Plumas County Speed Zones; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action: Approve, Moved by None, Seconded by None.**

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

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

Rob Thorman presents

The title of the Ordinance is read and continued to August 13, 2024 for adoption.

D. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas calling for the placement of a 3/4% Special Tax Measure on the ballot of the November 5, 2024, election to adopt a transactions and use tax, and requesting that it be consolidated with the Statewide General Election to be held on November 5, 2024; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote.**

Motion: Adopt **RESOLUTION No. 24-8937** of the Board of Supervisors of the County of Plumas calling for the placement of a 3/4% Special Tax Measure on the ballot of the November 5, 2024, election to adopt a transactions and use tax, and requesting that it be consolidated with the Statewide General Election to be held on November 5, 2024; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote., Action: Approve, Moved by Supervisor - District 5 Engel, Seconded by Supervisor - District 2 Goss.**

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

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

Marcy DeMartile comments

Supervisor Goss comments

- 2) Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize prepare to submit electronically; discussion and possible action.

Motion: Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize prepare to submit electronically; discussion and possible action., **Action: Approve, Moved by Supervisor - District 5 Engel, Seconded by Supervisor - District 2 Goss.**

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

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

Sheriff Johns presented.

E. HUMAN RESOURCES - Debra Lucero

- 1) Adopt **RESOLUTION** suspending the Annual Salary Adjustment for the Board of Supervisors for the 2024-2025 Fiscal Year; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 24-8938](#) suspending the Annual Salary Adjustment for the Board of Supervisors for the 2024-2025 Fiscal Year; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

- 2) Approve and authorize Human Resources Department to recruit and fill, funded and allocated, one (1.0) FTE Human Resources Payroll Specialist I/II due to retirement effective November 1, 2024; (General Fund Impact) as approved in FY24/25 recommended budget; discussion and possible action.

Motion: Approve and authorize Human Resources Department to recruit and fill, funded and allocated, one (1.0) FTE Human Resources Payroll Specialist I/II due to retirement effective November 1, 2024; (General Fund Impact) as approved in FY24/25 recommended budget; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

CAO Lucero presents

F. TREASURER-TAX COLLECTOR - Julie White

- 1) Approve and Authorize the Sierra Valley Groundwater Management District to withdraw District funds from the County Treasury Pool, approximately \$251,000.00 and approve a mutually acceptable date of withdrawal of August 6, 2024; (No General Fund Impact) discussion and possible action.

Motion: Approve and Authorize the Sierra Valley Groundwater Management District to withdraw District funds from the County Treasury Pool, approximately \$251,000.00 and approve a mutually acceptable date of withdrawal of August 6, 2024; (No General Fund Impact) discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Julie White presents

Supervisor McGowan comments

G. SOLID WASTE - Rob Thorman

- 1) Consider Approval of a Supplemental Budget Request to increase Professional Services Expense (521900), Administration Expense (527900), and Transfer Out Expense (580000) using projected savings in a fixed asset account (548211) by a total of \$56,000.00. Discussion and possible action. (**Four/Fifths Vote**)

Motion: Consider Approval of a Supplemental Budget Request to increase Professional Services Expense (521900), Administration Expense (527900), and Transfer Out Expense (580000) using projected savings in a fixed asset account (548211) by a total of \$56,000.00. Discussion and possible action. **(Four/Fifths Vote), Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Rob Thorman presents

H. SOCIAL SERVICES - Debbie Wingate

- 1) Approve and authorize Office of Public Guardian to recruit and fill, funded and allocated, vacant .50 FTE Deputy Public Guardian; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action.

Motion: Approve and authorize Office of Public Guardian to recruit and fill, funded and allocated, vacant .50 FTE Deputy Public Guardian; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

Debbie Wingate presents

I. PLANNING - Tracey Ferguson

- 1) Review and adopt Community Development Block Grant (CDBG) 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Guidelines; discussion and possible action.

Motion: Review and adopt Community Development Block Grant (CDBG) 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Guidelines; discussion and possible action.,

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

Tracey Ferguson presents

J. COUNTY COUNSEL - Josh Brechtel

- 1) Approve and authorize Chair to sign a Lease agreement between The County of Plumas and The Plumas County Museum Association for the Lease of Lawry House located at 60 Bradley Street, Quincy, CA; effective August 6, 2024, and shall expire on August 5, 2044; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign a Lease agreement between The County of Plumas and The Plumas County Museum Association for the Lease of Lawry House located at 60 Bradley Street, Quincy, CA; effective August 6, 2024, and shall expire on August 5, 2044; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

Josh Brechtel presents

Chair Hagwood comments

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero read bullet points of her report to the Board.

- B. Approve and authorize supplemental budget transfers for a total of \$428,000 from fund balance of fund 0026 LATCF (one-time funds) to CAO Professional Services (2003052-521900) to cover allocated but, un-budgeted CLA costs; \$49,312.15 is for FY23 and 378,687.85 is for FY24; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfers for a total of \$428,000 from fund balance of fund 0026 LATCF (one-time funds) to CAO Professional Services (2003052-521900) to cover allocated but, un-budgeted CLA costs; \$49,312.15 is for FY23 and 378,687.85 is for FY24; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

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

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

No: Supervisor - District 5 Engel.

CAO Lucero presents

- C. Approve and authorize Chair to sign an agreement between Plumas County CAO Administration and Clifton Larson & Allen LLC; effective August 6, 2024; not to exceed \$150,000; (General Fund Impact) as approved in (FY24/25) recommended budget (2003052 / 521900); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County CAO Administration and Clifton Larson & Allen LLC; effective August 6, 2024; not to exceed \$150,000; (General Fund Impact) as approved in (FY24/25) recommended budget (2003052 / 521900); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

No: Supervisor - District 5 Engel.

CAO Lucero presents

Martee Nieman comments

- D. Approve and authorize supplemental budget transfer of \$277,787.00 from Fund Balance to 2003052/521900 CAO Professional Services to correct the non-transfer of Fund Balance to CAO Professional Services on February 20, 2024, when the Board appropriated the OPENG0V contract; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer of \$277,787.00 from Fund Balance to 2003052/521900 CAO Professional Services to correct the non-transfer of Fund Balance to CAO Professional Services on February 20, 2024, when the Board appropriated the OPENGOV contract; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss. **Vote:** Motion Passed by split vote (**summary:** Yes = 4 No = 1). **Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood. **No:** Supervisor - District 5 Engel. **CAO Lucero presents**

6. BOARD OF SUPERVISORS

- A. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 10, 2024; discussion and possible action.

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on September 10, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

B. APPOINTMENTS

- 1) Appoint Courtney Schrammel and Melissa Smith for membership to a two-year term on the First 5 Plumas County Children & Families Commission; discussion and possible action.

Motion: Appoint Courtney Schrammel and Melissa Smith for membership to a two-year term on the First 5 Plumas County Children & Families Commission; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

C. CORRESPONDENCE

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

Reported by Supervisor Hagwood regarding matters related to County Government and including attending the Transportation Committee meeting.

Reported by Supervisor Goss regarding matters related to County Government and including attending the County Employee picnic, and the Transportation Committee, and NorCal EMS meetings.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee appointment or employment - Public Works Director
- B. Personnel: Public Employee Performance Evaluation - Planning Director
- C. Personnel: Public Employee Performance Evaluation - Risk Manager/OES (Board Only)
- D. Personnel: Public Employee Employment - Interim County Counsel
- E. Personnel: Public Employee Employment - Deputy County Counsel
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported that the Board has made a conditional offer of employment to Rob Thorman.

8. ADJOURNMENT

Adjourned meeting to Tuesday, August 13, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 13, 2024

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=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

Roll Call.

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

PLEDGE OF ALLEGIANCE

Keevin Allred led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

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

Pastor Geoge offered prayer

Comment thanking Supervisor Goss regarding the Dixie Fire Settlement ADHOC committee being established, hopes to see actual plans and commitments from the Board regarding the funds. IVCSD is willing to work with the Board on projects.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

No Reports Provided.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

Clint Koble - handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18417>

Supervisor McGowan comments

C. US FOREST SERVICE

Report and update.

No Report Provided.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero updated the Board on that there were 4 employees who worked on Saturday. They worked for 5 hours, working on 18 different fund categories. Client First has a consultant from Reno who is very efficient with Munis and could possibly help and validate work that is being completed.

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.

No Report Provided

F. FINANCIAL/AUDIT REPORT

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

No Report Provided

2. CONSENT AGENDA

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

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

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

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

A. PROBATION

- 1) Approve and authorize the Chair to allow the transfer of Fixed Asset ID 1231, a Silver 2001 Jeep Grand Cherokee Laredo, from the Plumas County Probation Department to the Plumas County Victim Witness Department; (No General Fund Impact).

B. SOCIAL SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and the California Department of Social Services for Legal Representation on appeals of notices of action in connection with the Resource Family Approval Program; effective July 1, 2024, 3 year agreement; no monetary value; (No General Fund Impact); approved as to form by County Counsel.

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Social Change Partners LLC for the purpose of Providing technical and Program Assistance for the county Self Assessment (CSA) and Peer Quality Case Review (PQCR); effective July 1, 2024; not to exceed \$130,000; (No General Fund Impact) State and Federal; approved as to form by County Counsel.

C. FACILITY SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator, Co. for required monthly inspections and service; effective September 1, 2024; not to exceed \$27,000.00; (General Fund Impact) as approved in recommended FY24/25 budget 2012052 520906; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Smith Tree Services for as needed tree trimming/pruning or removal; effective September 1, 2024; not to exceed \$10,000.00; (General Fund Impact) as approved in recommended FY24/25 budget 2012052 521900; approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize Chair to sign and ratify a lease agreement between Plumas County Sheriff's Office and Ecolab Inc., a US Foods Division ("Lessor"); effective May 1, 2024; (General Fund Impact) as approved in FY24/25 budget (70380 / 520900); this item was not approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign and ratify a lease agreement between Plumas County Sheriff's Office and Ecolab Inc., a US Foods Division ("Lessor"); effective May 1, 2024; (General Fund Impact) as approved in FY24/25 budget (70380 / 520900); this item was not approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Interim County Counsel comments

- 2) Authorize the Sheriff to use Title III funds for the purchase and installation of radio infrastructure equipment; not to exceed \$150,000; discussion and possible action.

Motion: Authorize the Sheriff to use Title III funds for the purchase and installation of radio infrastructure equipment; not to exceed \$150,000; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

B. HUMAN RESOURCES DEPARTMENT - Debra Lucero

- 1) Adopt **RESOLUTION** Adopting Plumas County's Amended Job Classification Plan and Pay Rate For Sheriff's Office Manager; (General Fund Impact) as approved in FY 23/24 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 24-8939](#) Adopting

Plumas County's Amended Job Classification Plan and Pay Rate For Sheriff's Office Manager; (General Fund Impact) as approved in FY 23/24 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

CAO Lucero presented

- 2) Adopt **RESOLUTION** Adopting Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt [RESOLUTION No. 24-8940](#) Adopting Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

CAO Lucero presented

C. AUDITOR-CONTROLLER - Martee Nieman

- 1) Approve and authorize the Chair to sign an agreement between Plumas County Auditor Controller and MGT of America Consulting, LLC; effective August 13, 2024; this is for a 3-year contract for SB 90 claims; not to exceed \$13,500.00 (General Fund Impact) as requested in (FY24/25) recommended budget 2004052 / 521900 ; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign an agreement between Plumas County Auditor Controller and MGT of America Consulting, LLC; effective August 13, 2024; this is for a 3-year contract for SB 90 claims; not to exceed \$13,500.00 (General Fund Impact) as requested in (FY24/25) recommended budget 2004052 / 521900 ; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

Martee Nieman presented

D. SOLID WASTE - Rob Thorman

- 1) Approve and authorize Chair to sign a letter confirming the County's intention to keep the Chester Landfill open; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign a letter confirming the County's intention to keep the Chester Landfill open; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

Rob Thorman presents

Supervisor McGowan comments

E. PUBLIC WORKS/ROAD - Rob Thorman

- 1) Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on August 6, 2024, AMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt an [ORDINANCE No. 24-1157](#) of the County of Plumas, State of California, first introduced on August 6, 2024, AMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

Rob Thorman presents

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero updated the Board on a request for a Letter of Support addressed to California Members of Congress and the USDA.

Supervisor McGowan comments

Clint Koble comments

5. BOARD OF SUPERVISORS

A. CLERK OF THE BOARD

1) TITLE III SECURE RURAL SCHOOLS APPLICATIONS FOR FUNDING

Consider the application(s) submitted by Plumas County Sheriff's Office, for FY 2023 Secure Rural Schools Funding Title III:

1. Plumas Co. Sheriff's Office Search and Rescue Building Enhancement Project (\$200,000)
2. Plumas Co. Sheriff's Office Search and Rescue Reimbursement Project (\$58,980)

and direct the Clerk to provide Public Notice to begin the 45-day Comment Period; and schedule the required Public Hearing before the Board on October 1, 2024; discussion and possible action.

Motion: TITLE III SECURE RURAL SCHOOLS APPLICATIONS FOR FUNDING

Consider the application(s) submitted by Plumas County Sheriff's Office, for FY 2023 Secure Rural Schools Funding Title III:

1. Plumas Co. Sheriff's Office Search and Rescue Building Enhancement Project (\$200,000)
2. Plumas Co. Sheriff's Office Search and Rescue Reinbursement Project (\$58,980)

and direct the Clerk to provide Public Notice to begin the 45-day Comment Period; and schedule the required Public Hearing before the Board on October 1, 2024; discussion and possible action. ,

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

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

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

Chair Hagwood presents

B. APPOINTMENTS

- 1) Appoint Max Bradshaw to the Portola Cemetery District Board of Directors for a four-year term; discussion and possible action.

Motion: Appoint Max Bradshaw to the Portola Cemetery District Board of Directors for a four-year term; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

C. CORRESPONDENCE

Supervisor Goss received correspondence regarding overgrown weeds on Arlington Rd/Hwy 89, Greenville Wolf Creek Rd/Hwy 89 and overgrown shrubs, CalTrans fixed a pothole at the "Y" that is sinking again, and he attended the LAFCo meeting yesterday. Also stated that the Greenville Post Office is now open.

Supervisor Engel received correspondence regarding the highway 70 rebuild and delays.

Supervisor McGowan received correspondence regarding the whereabouts of a budget that was started in 2000 for a Chester swimming pool, he was unable to attend LAFCo, and debris on Airport Rd.

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

This item was taking up under correspondence.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Employee Performance Evaluation - Risk Manager/OES

- 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)

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

7. ADJOURNMENT

Adjourned meeting to Tuesday, August 20, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 20, 2024

STANDING ORDERS

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

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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

Roll Call.

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

PLEDGE OF ALLEGIANCE

John Sheehan led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that Item 5.A. be moved to after Department Head Announcements

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.

Pastor George offers a short prayer.

Corrine Zach reads a letter to the Board on issues concerning Plumas Eureka CSD.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18429>

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile - County Clerk Recorder Registrar of Voters updates the Board on the upcoming elections and concerns on social media. Concerns about incoming mail and safety concerns about mail potentially being contaminated. The voters are their responsibility to inform her office if the public has a change of address.

Sheriff Johns updates the Board on his staff had the opportunity to arrest a murder suspect in Portola. He stated it was a great undertaking to do this. Thanks to all involved in the apprehension.

Rob Thorman updates the Board on County Rd A-15 being chip sealed and should be completed with work on Monday, August 26, 2024.

Tracey Ferguson presents a handout to the Board.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18428>

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

Tracey Ferguson (Planning Director) - updated the Board on having a good Saturday meeting in Greenville at the DFC. Recovery plans with Meinter Furnish, workshops, this Friday August 23 1:30-3:00pm at the Mineral Bldg she will be having a working group meeting.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

No Report Provided

C. US FOREST SERVICE

Report and update.

No Report Provided

D. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero - updated the Board on HR Staff and Auditors office staff still working on Saturday to continue with the Munis conversion.

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.

No Report Provided.

F. FINANCIAL/AUDIT REPORT

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

No Report Provided.

2. CONSENT AGENDA

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

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

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

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

A. 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 Nick's Heating and Refrigeration Inc, to provide services and repairs on an as-needed basis on all industrial grade service equipment; effective August 1, 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

Motion: Adopt [RESOLUTION No. 24-8941](#) 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, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

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

Dora Mitchell presents via Zoom

- 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.

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

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

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

Dora Mitchell presents via Zoom

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**

Motion: (1) Adopt [RESOLUTION No. 24-8942](#) 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, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

Rob Thorman presents
Supervisor McGowan comments

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.

Motion: 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., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

Tracey Ferguson presents

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 FY 24/25 recommended budget; approved as the 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 the FY 24/25 recommended budget; approved as to form by County Counsel.; discussion and possible action.

Motion: Table item to September 3, 2024, Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

Julie White presents

Sheriff Johns comments

Martee Nieman comments

Supervisor Ceresola comments

CAO comments

Supervisor Goss comments

Adam Cox comments

Supervisor-Elect Hall comments

THIS ITEM WAS TABLED UNTIL SEPTEMBER 3, 2024

2. A) Adopt **RESOLUTION** authorizing the execution and delivery of an equipment lease/purchase agreement with respect to the acquisition, financing, and leading 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 the Resolution; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

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; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Motion: 2. A) Adopt **RESOLUTION** authorizing the execution and delivery of an equipment lease/purchase agreement with respect to the acquisition, financing, and leading 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 the Resolution; (General Fund Impact) as approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

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; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. , **Action: Table item to September 3, 2024, Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

THIS ITEM WAS TABLED UNTIL SEPTEMBER 3, 2024

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.

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

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

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

Julie White presents

Supervisor McGowan comments

Interim County Counsel comments

4. Approve and authorize Chair to sign an agreement between Plumas County and Webster Bank, National Association for equipment installed in connection what 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.

Motion: 4. Approve and authorize Chair to sign an agreement between Plumas County and Webster Bank, National Association for equipment installed in connection what 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., **Action: Table item until September 3, 2024, Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

THIS ITEM WAS TABLED UNTIL SEPTEMBER 3, 2024

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No Report Provided.

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****

Motion: Adopt [**RESOLUTION No. 24-8943**](#) 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, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

John Sheehan presented

Chair Hagwood Comments

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.

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

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

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

CAO Lucero presents

C. CORRESPONDENCE

Supervisor Goss received correspondence regarding Dixie Fire AD HOC meeting, reconsidering things about being a Supervisor and having shifts in the make-up, thinks maybe a bit pre-mature about having these meetings. Community monthly meeting some things addressed regarding comments on FB.

Supervisor Engel received correspondence regarding A-15 being chip sealing is overdue.

Supervisor McGowan received correspondence regarding Rick Foster letter regarding fines and penalties, hopes it gets on the agenda soon, letters about people's behavior during AD HOC meetings regarding the CAO.

Supervisor Ceresola received correspondence regarding receiving a letter from the CFW regarding recent wolf kills, SVGWD moving ahead with checking on charging areas in the valley

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

Reported by Supervisor McGowan regarding matters related to County Government and included attending the housing meeting in Greenville on August 16th.

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)

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

7. ADJOURNMENT

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



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Department of Social Services to recruit and fill, funded and allocated, vacant 1 FTE Office Assistant I/II; (No General Fund Impact) Federal pass through dollars, the State General Fund and County Realignment dollars.

Recommendation:

Approve and authorize Department of Social Services to recruit and fill, funded and allocated, vacant 1 FTE Office Assistant I/II; (No General Fund Impact) Federal pass through dollars, the State General Fund and County Realignment dollars.

Background and Discussion:

The Department of Social Services has experienced a recent vacancy in the class of Office Assistant. This position became vacant when the incumbent was promoted to Eligibility Specialist on August 26, 2024. This position is responsible for clerical support and reception services that support all programs in the Department. The incumbent performs a variety of clerical/reception work including screening and logging into the CalSAWS system, including the initial eligibility application for public benefits. The incumbent sorts and delivers incoming departmental mail and may make deliveries to the Courthouse.

Action:

Approve and authorize Department of Social Services to recruit and fill, funded and allocated, vacant 1 FTE Office Assistant I/II; (No General Fund Impact) Federal pass through dollars, the State General Fund and County Realignment dollars.

Fiscal Impact:

(No General Fund Impact) Federal pass through dollars, the State General Fund and County Realignment dollars.

Attachments:

1. Office Assistant I-II Final
2. Position Classification Office Assistant I-II 24
3. QUESTIONS FOR REVIEW TO FILL POSITIONS. Office Assistant I-II
4. PCDSS-PG Organizational Chart 2024

OFFICE ASSISTANT I OFFICE ASSISTANT II

CLASSIFICATION DEFINITION

Performs a variety of general or specialized clerical duties related to filing, reception, form processing, record maintenance, mail, typing or data entry; obtains and compares information related to department records, programs, and services; may perform the initial applicant screening as an incidental function and initiate cases through the department's automated system; and performs related work as required.

Office Assistant I

Working under close supervision, Office Assistant I is the entry/trainee level in the Office Assistant series. Employees in this class receive in-service training and are given detailed instructions in the performance of routine clerical duties related to filing, reception, form processing, record maintenance, mail, and typing or data entry and performs tasks that are more structured and repetitive than those assigned to level II. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Unless a position is permanently allocated to level I due to the nature of the work, employees are expected to promote to the Office Assistant II level after one year of satisfactory performance at the trainee level.

Office Assistant II

Working under general supervision, Office Assistant II is the journey level in the Office Assistant series. Employees at this level are expected to be fully qualified and able to perform difficult and responsible office support work within the framework of established work methods and procedures and to use independent judgment in selecting and applying specific references, procedures, sequences, and alternatives to different work situations, referring non-procedural questions to the supervisor. Positions in this class are flexibly staffed and are normally filled by advancement from the lower level of Office Assistant I, or if filled from the outside, require prior related experience.

The Office Assistant II differs from the Office Assistant III by the level of supervision received, the scope and effect of functions performed, the degree of independence exercised, and the complexity of work assigned. The Office Assistant III may also be assigned lead worker duties, or screening duties on a consistent rather than incidental basis. The Office Assistant series differs from the Account Clerk series in that the primary duties of the Account Clerk involve the application of mathematical skill and ability in the use of financial, numerical and statistical data and information. The Office Assistant class performs a wide variety of general office support duties in which the use of mathematical ability is incidental to the primary function and most frequently performed duties.

TYPICAL DUTIES

Duties may include, but are not limited to, the following. For Office Assistant I, duties are performed at the trainee level.

- Addresses complaints and explains regulations to customers or the public.
- Responds to inquiries regarding departmental functions, services, policies, and procedures.
- Obtains information from customers, visitors, or callers to determine appropriate resource, action, document, or staff referral to meet their needs.
- Explains the proper use of forms and documents.
- Prepares items for mailing and sorts and distributes incoming mail according to established guidelines and procedures.
- Operates multiline telephone system including answering calls, transferring calls, and taking messages.
- Schedules customer appointments and maintains schedules for technical or professional staff.
- Composes correspondence, reports, memos, and other documents.
- Reviews and processes forms/documents in accordance with established guidelines and procedures.
- Monitors and updates manual or electronic files.
- Operates a variety of standard office equipment.
- Compiles information to respond to questions or address issues.
- Reviews submitted forms or applications to verify accuracy and completeness.
- Operates automated systems, or other department-specific computer systems.
- Maintains accurate department and customer records.
- Performs initial screening of applications for departmental services.
- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Note: The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the two levels in the Definition section.

Knowledge of:

- General office functions, procedures, equipment, and filing systems.
- General goals and purposes of department programs, services, and operations.
- English grammar, spelling, and punctuation.
- Word processing, spreadsheet, database, email, calendaring programs, and automated systems.

Ability to:

- Explain policies, procedures, and regulations governing program operations.
- Analyze situations involving rules and regulations and demonstrate good judgment when making decisions.
- Quickly and accurately enter and retrieve data using an automated system.
- Communicate effectively orally and in writing.

- Interact with individuals from various educational, socioeconomic, and ethnic backgrounds.
- Work cooperatively as part of a team.
- Identify and correct inaccurate or inconsistent information.
- Listen attentively and understand oral information provided.
- Prioritize, plan, and organize one's own work.

MINIMUM QUALIFICATIONS (Education and/or Experience)

Office Assistant I:

Experience and/or training in an office setting, paid or unpaid, related to filing, reception, processing mail, typing, data entry, answering telephones, assisting the public or other clerical duties.

Office Assistant II:

One (1) year of full-time experience performing clerical duties in an office environment.

SPECIAL REQUIREMENT

Some positions may require the ability to type at a net corrected speed of 45 words per minute.

Some positions may require possession of special language and culture skills as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

DRIVER LICENSE REQUIREMENT

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Position Classification: Office Assistant I/II

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

This position is responsible for clerical support and reception services that support all programs in the Department. The incumbent performs a variety of clerical/reception work including screening and logging into the CalSAWS system including the initial eligibility application for public assistance benefits. The incumbent sorts and delivers incoming Departmental mail and may make deliveries to the courthouse.

Funding Sources:

Funding to support these positions comes from federal pass through dollars, state funds and county 1991 Realignment dollars. There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Office Assistant - Clerk/Receptionist

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. CalFRESH (Foodstamps), Medi-Cal and CMSP are state mandated/county administered public assistance programs.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth. The position performs state mandated imaging and screening of applications.

- How long has the position been vacant?

Answer: The position became vacant effective August 23, 2024.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Other counties are structured in a very similar way. The state approves appropriate classification levels and funds accordingly.

- What core function will be impacted without filling the position prior to July 1?

Answer: The Department would not be able to process or perform tasks associated with Eligibility Determinations.

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

Answer: We will not expend state funds that have been allocated to perform this work and Realignment dollars will be disbursed to cover the allocated overhead for other programs costing the Department money.

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

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

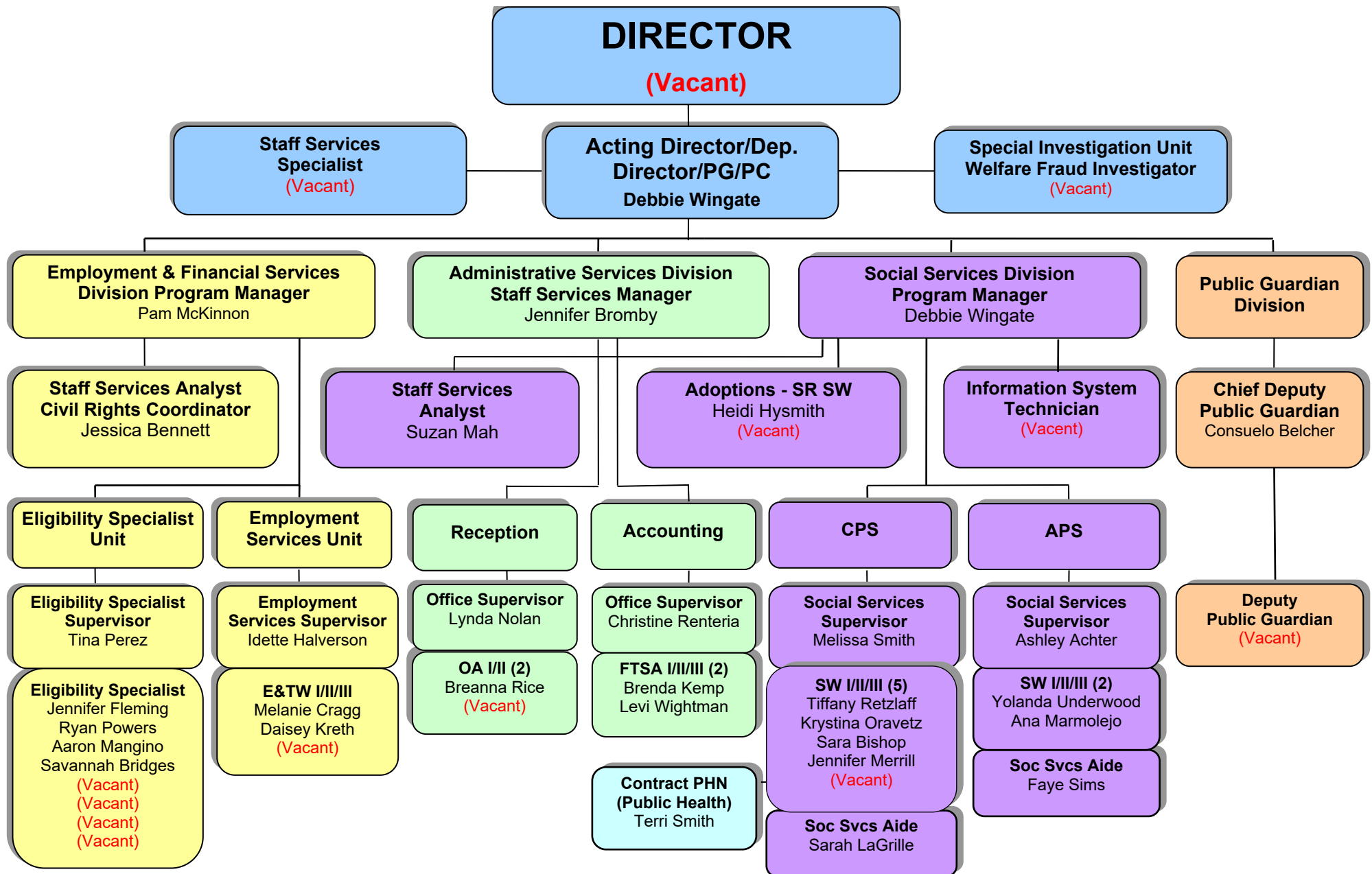
- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: 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?

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize the Department of Social Services to recruit and fill, funded and allocated, vacant 1 FTE Information Service Technician; (No General Fund Impact) Federal pass through dollars, the State General Fund and County Realignment dollars.

Recommendation:

Approve and authorize the Department of Social Services to recruit and fill, funded and allocated, vacant 1 FTE Information Service Technician; (No General Fund Impact) Federal pass through dollars, the State General Fund and County Realignment dollars.

Background and Discussion:

The Department has experienced a vacancy in the position of Information Services Technician (IST). The position became vacant on July 31, 2024 when the prior incumbent resigned. This position is critical to public safety and the safety of children as this position is assigned as a support role in the Child Protective Services unit. The Information Systems Technician position assigned to the Child Protective Services program is responsible for a number of jutes that are associated with the management and support of the Child Welfare Services/Case Management System(CWS/CMS). The IST assists Social Workers with navigating the CWS/CMS System and producing management reports and other documents from the program. The IST also produces and files all Court related reports and documents from the program. The IST is the primary contact point for help desk and state maintenance staff.

Action:

Approve and authorize the Department of Social Services to recruit and fill, funded and allocated, vacant 1 FTE Information Service Technician; (No General Fund Impact) Federal pass through dollars, the State General Fund and County Realignment dollars.

Fiscal Impact:

(No General Fund Impact) Federal pass through dollars, the State General Fund and County Realignment dollars.

Attachments:

1. IST
2. PCDSS-PG Organizational Chart 2024
3. Position Classification Information Systems Technician 24
4. QUESTIONS FOR REVIEW TO FILL POSITIONS.IST.cws2

INFORMATION SYSTEMS TECHNICIAN

CLASSIFICATION DEFINITION

Under close supervision, the Information Systems Technician ensures the efficient operation and integrity of automated information systems; analyzes, investigates and resolves computer-related problems; provides training and instruction on programs and procedures; and performs related work as required.

The Information Systems Technician is a single level class. Incumbents provide basic computerized information system helpdesk support and training for users of computer systems. Incumbents perform computer installation, maintenance and repair work, with some guidance and supervision.

This class differs from the Information Systems Coordinator I in that the latter learns to use knowledge of County, State and Federal regulations to determine and design necessary changes to the Department's automation system and services; this class differs from the Information Systems Analyst I in that the latter learns to use technical knowledge and analytical skills to determine, design and implement necessary changes to the department's automation system and services, including enterprise, client/server, and desktop systems and networks; while the Information Systems Technician is more technical in nature dealing with computer installation and maintenance work.

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

- Acts as a resource person for users by answering questions either by phone or in person and resolving problems related to the use, application and operation of automated information systems
- Diagnoses problems to determine if the cause is due to the system, software, hardware or other source and corrects them. Refers more difficult problems to appropriate personnel or vendors
- Sets up, monitors, installs and repairs computer hardware and installs software including state or federal provided operating systems, word processing, database, spreadsheet and other software
- Writes or assists in writing and revising procedures, instructional materials and staff development tools for system related training
- Trains system users on hardware and software usage; explains operating systems and provides on-going support for department staff; may provide training on specific statewide automated systems utilized by assigned department
- Researches regulations, procedures and/or technical reference materials as necessary
- Meets with staff regarding systems usage, improvements, modifications, maintenance and operations needed for an efficient computer system
- Works with computer support personnel in identifying problems with the system, programs, PC's or printers. Documents and tracks system problems and writes the reports

on issues. Recommends necessary hardware and software changes; and performs system upgrades

- Authorizes system access to new users, assigns users a profile and password
- Performs related duties as assigned

EMPLOYMENT STANDARDS

Knowledge of:

- Operating principles and characteristics of personal computer hardware and software systems.
- Concepts and terms applicable to state-of-the-art information systems.
- Basic principles of local area network systems.
- Regulations and procedures related to specific automated information systems utilized by assigned department.
- Work methods and techniques employed by department staff including documentation and reporting requirements.
- Terminology relating to computer software, hardware and peripheral equipment.

Ability to:

- Perform routine installations of computer equipment and related peripherals, install common software, and troubleshoot personal computer hardware and software problems
- Analyze user problems, evaluate alternatives and reach sound conclusions
- Identify, evaluate and research operational problems, and makes recommendations for change
- Organize, prioritize, schedule, and coordinate workflow to meet production deadlines
- Establish and maintain effective working relationships with all persons contacted during the course of work
- Maintain confidentiality of information
- Write and maintain logs of work performed and actions taken to solve information system problems in a clear and concise manner
- Communicate clearly and concisely, both orally and in writing

MINIMUM QUALIFICATIONS (Education and/or Experience)

One (1) year full-time experience or formal education/training in the operation of computers and peripheral equipment in an information systems environment that includes the troubleshooting of personal computer hardware, software and peripheral equipment problems.

SPECIAL REQUIREMENT

Some positions may require the ability to lift up to 40 lbs.

DRIVER LICENSE REQUIREMENT

Some positions in this classification may require possession of a valid driver's license. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

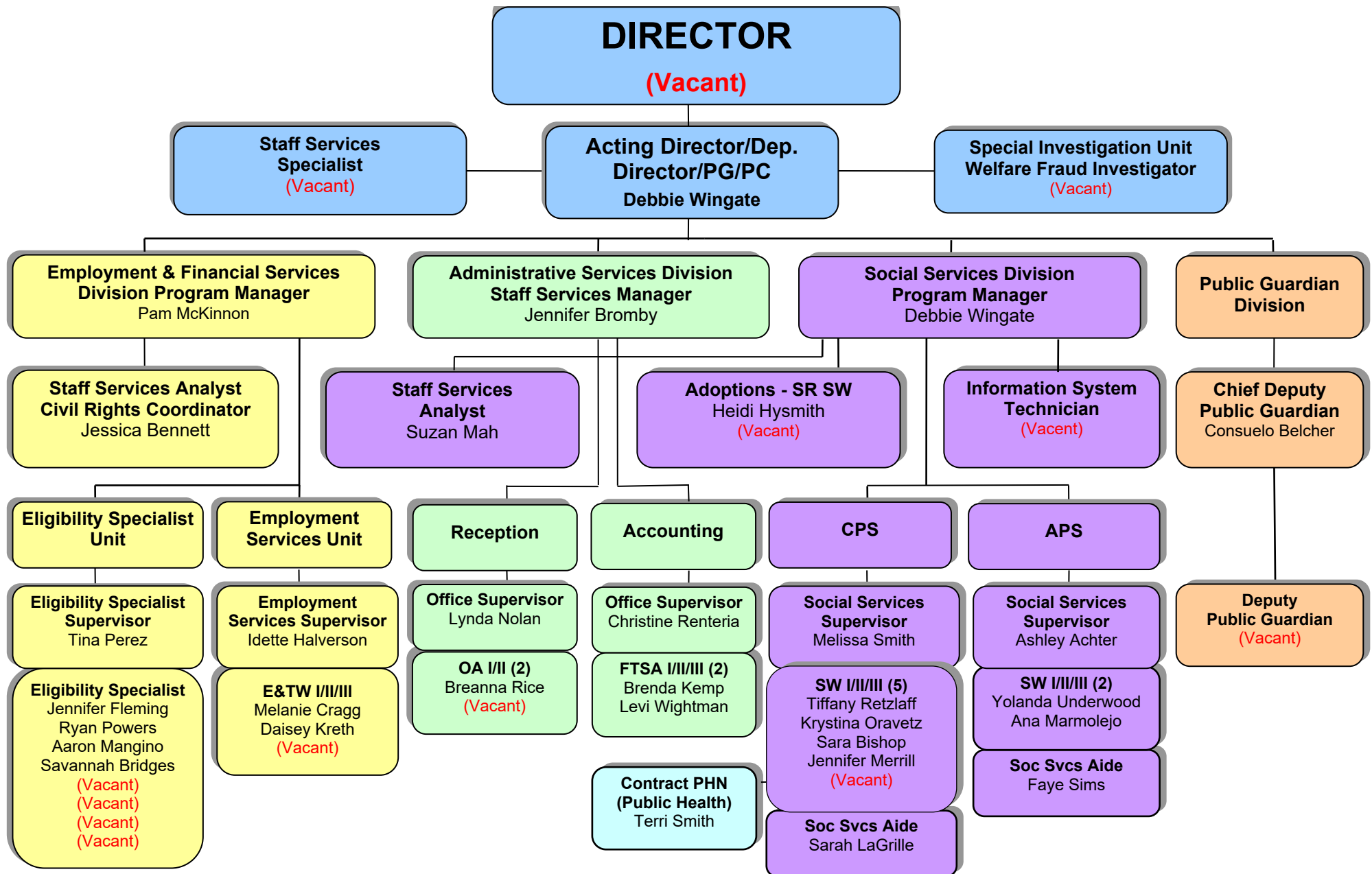
History

Date Established: 6/7/02

Date Revised: 7/1/03

Date Revised: 11/11/15

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



Position Classification: Information Systems Technician

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

The Information Systems Technician (IST) position assigned to the Child Protection Services program is responsible for a number of duties that are associated with the management and support of the Child Welfare Services/Case Management System (CWS/CMS). The IST assists Social Workers with navigating the program. The IST also produces and files all Court-related reports and documents from the system. The IST is the primary contact point for help desk and state maintenance.

These funding allocations are established in state law.

Funding Sources:

Funding to support these positions comes from federal pass through dollars, state funds and county 1991 Realignment dollars. There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Information Systems Technician – Child Protective Services

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. Child Protective Services is a state mandated program.

- Why is it critical that this position be filled prior to the adoption of the County's budget?

Answer: We no longer have capacity to perform the duties of this vacant position do to the need in our Child Welfare program to cover all of the essential support functions in the delivery system.

- How long has the position been vacant?

Answer: This position became vacant on July 31, 2024 due to the resignation of the prior incumbent.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Other Counties utilize Information System Technicians in similar ways to assist with managing the Child Welfare Services Case Management System.

- What core function will be impacted without filling the position prior to July 1?

Answer: Child protective Services.

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

Answer: The state allocates fund to Counties to fulfill the mandate that requires Counties to provide services to abused and neglected children. In absence of filling this position, such funds would go unutilized.

- 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?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: 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?

Answer: The Department does not presently utilize County General Fund dollars. Filling this position does not change that.

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

Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for the CalWORKs Housing Support Program; effective July 1, 2024; not to exceed \$511,378.26; (No General Fund Impact) Federal and State Funds and 2011 Realignment Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for the CalWORKs Housing Support Program; effective July 1, 2024; not to exceed \$511,378.26; (No General Fund Impact) Federal and State Funds and 2011 Realignment Funds; approved as to form by County Counsel.

Background and Discussion:

A critical element in promoting self-sufficiency of families who receive CalWORKs is to assure that they have stable housing. A family can have great difficulty meeting their employment goals when they do not have permanent and secure housing. For that reason, the state has initiated a housing support program for families receiving CalWORKs benefits.

The CalWORKs Housing Support Program has, as its goal, fostering housing retention and assisting CalWORKs families in finding and keeping permanent housing. The program includes providing comprehensive wraparound services to support maintaining housing stability. Because stable housing is critical to achieving self-sufficiency, the program includes individually tailored case management services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for the CalWORKs Housing Support Program; effective July 1, 2024; not to exceed \$511,378.26; (No General Fund Impact) Federal and State Funds and 2011 Realignment Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Federal and State Funds and 2011 Realignment Funds.

Attachments:

1. 3688 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 Department of Social Services (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (hereinafter referred to as "Contractor" or "PCIRC").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FIVE HUNDRED ELEVEN THOUSAND THREE HUNDRED SEVENTY-EIGHT AND 26/100 Dollars (\$511,378.26).
3. **Term.** The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PCIRC from July 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. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

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

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

County:

Department of Social Services
County of Plumas
270 County Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Debbie Wingate, Director

Contractor:

Plumas Crisis Intervention and Resource Center
591 West Main Street
Quincy, CA 95971
Attention: Kate Rahmeyer, Interim Executive Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation,

By: _____
Name: KATE RAHMEYER
Title: EXECUTIVE DIRECTOR
Date signed: _____

COUNTY:

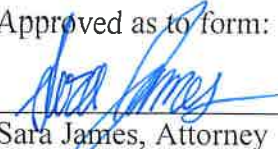
County of Plumas, a political subdivision of the State of California

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

ATTEST:

By: _____
Clerk of the Board of Supervisors

Approved as to form:



Sara James, Attorney
County Counsel's Office

EXHIBIT A**Scope of Work****Housing Support Program**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize funds provided by the Plumas County Department of Social Services (PCDSS) to administer the CalWORKS Housing Support Program (HSP) for Plumas County. PCIRC shall include backup showing the description and date of the service and the person whom the service was provide for.

PCIRC's goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CalWORKS families into permanent housing while providing comprehensive supportive services to the family in order to stabilize and support their achievement of self-sufficiency. Services are individually tailored to meet the needs of the population served, but shall include direct case management services.

PCDSS shall provide PCIRC with signed releases of information forms from each referred to PCIRC for Housing Support Services.

The invoice shall detail housing services. At a minimum, the invoice shall include the amount paid by PCIRC for housing, such as hotel costs, monthly rent, Utilities and/or any deposits, along with dates of all services. The invoice shall describe the services provided to the family, including the provider's name.

EXHIBIT B**Fee Schedule**

PCIRC shall invoice for all services, including case management services.

Each invoice shall include, at a minimum:

- a description of the service provided,
- the title and hourly rate of the employee providing the service,
- and the time spent providing the service.

The invoice shall include copies of all receipts for reimbursement of housing expenses.

In no event shall the total of the invoices received during the term of this Agreement exceed \$511,378.26, unless modified pursuant to the terms of this Agreement.

Plumas Crisis Intervention and Resource Center Budget

CalWORKs Housing Support Program	\$	511,378.26
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TOTAL OF ALL EXPENSES	\$	511,378.26*
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Cost of associated overhead or administrative support are limited to 10% of amounts invoiced and are to be included in the total.



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for the Bringing Families Home; effective July 1, 2024; not to exceed \$250,000.00; (No General Fund Impact) Federal and State Funds and 2011 Realignment Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for the Bringing Families Home; effective July 1, 2024; not to exceed \$250,000.00; (No General Fund Impact) Federal and State Funds and 2011 Realignment Funds; approved as to form by County Counsel.

Background and Discussion:

Bringing families home provides homeless prevention and support services to engage parents with children participating in family reunification,. The goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CWS families into permanent housing while providing comprehensive supportive services to the family in order to stabilize and support their achievement of self-sufficiency. Services are individually tailored to meet the needs of the population served.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center for Bringing Families Home; effective July 1, 2024; not to exceed \$250,000.00; (No General Fund Impact) Federal and State Funds and 2011 Realignment Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Federal and State Funds and 2011 Realignment Funds

Attachments:

1. 3690 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 Department of Social Services (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (hereinafter referred to as "Contractor" or "PCIRC").

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 TWO HUNDRED FIFTY THOUSAND Dollars (\$250,000.00).
3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, 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. 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. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

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

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

County:

Department of Social Services
County of Plumas
270 County Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Debbie Wingate, Acting Director

Contractor:

Plumas Crisis Intervention and Resource Center
591 West Main Street
Quincy, CA 95971
Attention: Kate Rahmeyer, Executive Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation,

By: _____
Name: Kate Rahmeyer
Title: Executive Director
Date signed: _____

COUNTY:


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

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

ATTEST:

By: _____
Clerk of the Board of Supervisors

Approved as to form:



Sara James, Attorney
County Counsel's Office

EXHIBIT A**Scope of Work****CWS Housing Program**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize realignment funds provided by the Plumas County Department of Social Services (PCDSS) to develop a Child Welfare Services (CWS) Housing Program (HP) to provide homeless prevention and support services to engage parents with children participating in family reunification. The program will be offered through access to the following resources located at each of the four Family Resource & Community Wellness Center sites located in Quincy, Portola, Greenville and Chester.

PCIRC's goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CWS families into permanent housing while providing comprehensive supportive services to the family in order to stabilize and support their achievement of self-sufficiency. Services are individually tailored to meet the needs of the population served, but shall include direct assessment, planning, evaluation, facilitation and advocacy services provided by PCIRC.

PCIRC and PCDSS will establish a referral system to the HP for families whose only barrier to reunification with their children is a lack of permanent housing. Funds will be utilized for deposit assistance for rent and utilities as well as for time-limited rental assistance to establish permanent housing.

PCDSS shall provide PCIRC with signed releases of information forms from each family referred to PCIRC for Housing Support Services.

PCIRC will invoice the County on a monthly basis with a breakdown of each family served and what individual services were provided to each family.

EXHIBIT B**Fee Schedule**

PCIRC will invoice the County on a monthly basis.

Each invoice shall include, at a minimum:

- a description of the service provided,
- the title and hourly rate of the employee providing the service,
- and the time spent providing the service.

The invoice shall include copies of all receipts for reimbursement of housing expenses.

In no event shall the total of the invoices received during the term of this Agreement exceed \$250,000.00, unless modified pursuant to the terms of this Agreement.

Plumas Crisis Intervention and Resource Center Budget

CWS BFH Program	\$	250,000.00
<hr/>		
TOTAL	\$	250,000.00



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Cyndi Tweedle, Human Resources Analyst II
MEETING DATE: September 3, 2024
SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Liebert Cassidy Whitmore to secure expert training and consulting services to assist the County in its workforce management and employee relations; effective July 1, 2024; not to exceed \$5,680.00; General Fund Impact as approved in FY 24/25 recommended budget 2003552 / 521600; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Liebert Cassidy Whitmore to secure expert training and consulting services to assist the County in its workforce management and employee relations; effective July 1, 2024; not to exceed \$5,680.00; General Fund Impact as approved in FY 24/25 recommended budget 2003552 / 521600; approved as to form by County Counsel.

Background and Discussion:

Liebert Cassidy Whitmore to secure expert training and consulting services to assist the County in its workforce management and employee relations.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Liebert Cassidy Whitmore to secure expert training and consulting services to assist the County in its workforce management and employee relations; effective July 1, 2024; not to exceed \$5,680.00; General Fund Impact as approved in FY 24/25 recommended budget 2003552 / 521600; approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact as approved in FY 24/25 recommended budget.

Attachments:

1. LCW Consortium Agmt FY 24-25 - 3567 FINAL

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the Plumas County, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the period beginning July 1, 2024 through June 30, 2025, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.
4. Annual Access to Premium Liebert Library.

Fee:

Attorney will provide these special services to Agency for a fee of Five Thousand Five Hundred Eighty Dollars (\$5,580.00) payable in one payment prior to August 1, 2024. The fee, if paid after August 1, 2024 will be \$5,680.00. The total amount paid under this agreement shall not exceed Five Thousand Six Hundred Eighty Dollars (\$5,680.00).

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred Seventy to Four Hundred Fifty Dollars (\$270.00 - \$450.00) per hour for attorney staff, Two Hundred Ninety Dollars (\$290.00) per hour for Labor Relations/HR Consultant and from One Hundred Fifty to One Hundred Eighty-Five Dollars (\$150.00 - \$185.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

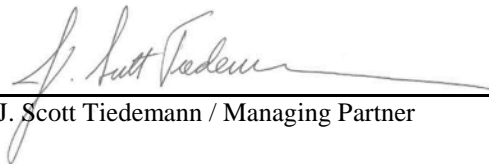
The term of this Agreement is July 1, 2024 through June 30, 2025. The term may be extended for additional periods of time by the written consent of the parties.

LIEBERT CASSIDY WHITMORE

A Professional Corporation

PLUMAS COUNTY

By: _____


J. Scott Tiedemann / Managing Partner

By: _____

Name: Greg Hagwood

Date: _____

8/8/2024

Title: Chair, Board of Supervisors

Date: _____

ATTEST:

Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:



Joshua Breechel, Attorney
County Counsel's Office

INVOICE

Nancy Selvage
Human Resources Director
Plumas County
1446 E. Main Street
Quincy, CA 95971

(PL070-10000)
INVOICE NUMBER: 268259

North State Employment Relations Consortium

Membership: July 1, 2024 through June 30, 2025

Please make your check out for one of the following amounts:

ERC Membership w/ Premium Liebert Library Subscription <i>Premium Subscription provides unlimited access to LCW workbooks in digital format, as well as over 200 sample forms, model policies and checklists that can be downloaded and used as templates.</i>	\$5,580.00	<input type="checkbox"/>
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Note: Please send us a copy of this invoice along with your payment.

For more information about the Liebert Library, please visit www.liebertlibrary.com, or email library@lcwlegal.com.

*If ERC Membership paid after August 1, 2024 amount due is \$5,680.00
(Includes \$100.00 late fee)*



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation Department and Environmental Alternatives, a California Corporation dba EA Family Services; effective August 25, 2024; not to exceed \$168,000.00; No General Fund Impact, service agreement will be paid for out of State Adult Probation Grant funding; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation Department and Environmental Alternatives, a California Corporation dba EA Family Services; effective August 25, 2024;

Background and Discussion:

The Plumas County Probation Department is continuing its service agreement with Environmental Alternatives in Fiscal Year 2024-2025. The goal of the housing program is to provide qualified individuals with a residence and a broad array of services to promote:

- Appropriate supervision by the Probation Department
- A stable and secure living arrangement
- Progressively increased normalcy and integration in accord with participant capacities
- Sustained lawfulness
- Optimal use of existing community resources
- Accommodations for mental and physical handicaps
- A better quality of health and life
- Increased success with independent living skills

Action:

It is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the service agreement between Plumas County Probation Department and Environmental Alternatives for FY24-25.

Fiscal Impact:

No General Fund Impact: This service agreement will be paid for out of 20409-SB678 and 20418-AB109/CCP, dependent on which funding sources the client falls within.

Attachments:

1. PROB - EA Contract FY24.25 UNSIGNED

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 **Probation Department** (hereinafter referred to as "County"), and Environmental Alternatives, a California Corporation dba EA Family Services (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 Sixty-Eight Thousand and 00/00 Dollars (\$168,000.00).
3. Term. The term of this agreement shall be from August 25, 2024, through August 24, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 25, 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.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

 COUNTY INITIALS

CONTRACTOR INITIALS 

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

County:

Probation Department
County of Plumas
270 County Hospital Rd, Suite 128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer

Contractor:

Environmental Alternatives dba EA Family Services
350 Main Street
Quincy, CA 95971
Attention: Melody King, Executive Director

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

 COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS 

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

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Environmental Alternatives, dba EA Family Services, a California Corporation

By: Melody King
Name: Melody King
Title: Executive Director
Date signed:

By: Jerome Dorris
Name: Jerome Dorris
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: Keevin Allred
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 7-29-24

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

Attest:

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

Approved as to form:

Craig Settemire
Craig Settemire
Counsel

VA COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS ML

EXHIBIT A

Scope of Work

The Plumas County Probation Department will refer adult clients on supervision to EA Family Services to provide housing and services. The goal of this program is to provide qualified individuals with a residence and a broad array of services to promote:

- A stable and secure living arrangements
- Progressively increased normalcy and integration in accord with participant capacities
- Sustained lawfulness
- Optimal use of existing community resources
- Accommodations for mental and physical handicaps
- A better quality of health and life
- Increased success with independent living skills

EA Family Services will:

- Administer the Adult Needs and Strengths Assessment (ANSA) within 30 days of intake.
- Update the ANSA per each major change or every six months.
- Complete quarterly Key Event Tracking (KET) forms and regular client and community partner satisfaction surveys to track events such as job acquisition, incarceration, homelessness, hospitalization, etc.
- Provide a Continuous Quality Improvement team, led by the QA Director, which will meet monthly to review areas for improvement in each program, agency wide.
- Provide a Case Manager whose major responsibility is to develop a trusting, supportive relationship.
- Find and secure residence with assistance with move in and move out of residence.
- Provide financial assistance for rent and utilities, security, and deposits.
- Provide a comfortable environment with a television, TV service and internet services, all necessary furniture, cooking equipment and utensils, occasional financial assistance for food, clothing and incidentals, a monthly bus pass, transportation assistance for ordinary obligations, and temporary storage of participant property in accordance with the State law and County request.
- Provide intensive case management and coordination services.
- Provide referral and assistance with appointments (job, financial, medical, legal, educational, etc.).
- Provide employment readiness training, independent living skills training, including budgeting and banking assistance.
- Provide phone and/or in-person crisis response availability on a 24/7 basis.

 COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

Plumas County Probation will provide base compensation in the amount of Ten Thousand Five Hundred and 00/100 Dollars (\$10,500) per month to EA Family Services for up to three (3) Probation clients housed in individual units with the agreed upon services as outlined in Exhibit A for the duration of the contract.

In addition, Plumas County Probation will provide variable compensation in the amount of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per month to EA Family Services on an as- needed basis for housing and services for one (1) additional Probation client as outlined in Exhibit A for up to 12 months.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives providing individuals living with severe mental illness with transitional housing; effective July 1, 2024; not to exceed \$900,000.00; (No General Fund Impact) Mental Health Services Act funding; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives providing individuals living with severe mental illness with transitional housing; effective July 1, 2024; not to exceed \$900,000.00; (No General Fund Impact) Mental Health Services Act funding; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Transitional housing for delivery for a variety of support and clinical services to qualifying individuals and families.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives providing individuals living with severe mental illness with transitional housing.

Fiscal Impact:

No general funds for this program. State funded Mental Health Services Act

Attachments:

1. 3670 FINAL (1)

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 **Behavioral Health Department** (hereinafter referred to as "County"), and **Environmental Alternatives**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine hundred thousand and 00/100 dollars (\$900,000.00). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty, or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. Term. The term of this Agreement commences July 1, 2024, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement. 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. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
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

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. 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.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

____ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS ____

- 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.

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

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

County:

Sharon Sousa, LMFT Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Melody King, Executive Director
Environmental Alternatives
350 W. Main Street/P.O. Box 3940
Quincy, CA 95971

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.

____ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS ____

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 ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of

any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Environmental Alternatives, a California Corporation

By: _____
Name: Melody King
Title: Executive Director
Date signed:

By: _____
Name: Jerome Dorris
Title: Chief Financial Officer
Date signed:

COUNTY:

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

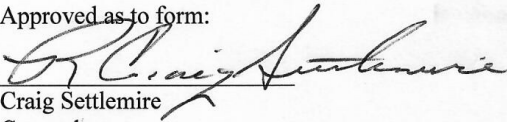
By: _____
Name: Sharon Sousa LMFT
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

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

Attest:

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:


Craig Settemire
Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and ENVIRONMENTAL ALTERNATIVES referred to herein as Business Associate (“BA”), dated July 1, 2024.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances

from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized

use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa LMFT
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Melody King
Title: Executive Director
Address: 350 W. Main Street
Quincy, California, 95971
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Environmental Alternatives Family Services – Full-Service Partnership (FSP) Program

Contractor will provide services in accordance with the following provisions.

I. SERVICE LOCATIONS:

Services rendered pursuant to this agreement shall be at the following location(s):

- a. **Environmental Alternatives**
350 W. Main Street
Quincy CA 95971

II. PURPOSE:

- a. Provide *Mental Health Services Act (MHSA) Full-Service Partnership (FSP)* and *Specialty Mental Health Services* to participants to reduce inpatient hospitalization days, homelessness, days incarcerated, emergency room visits, and to increase the quality of life, including vocational and educational achievement.

Plumas County Behavioral Health (PCBH) provides transitional housing for and delivery of a variety of supports and clinical services to qualifying individuals and families under its *Mental Health Services Act (MHSA) Full-Service Partnership (FSP)* program. The County partners with Environmental Alternatives (EA) for housing, specialty mental health services and case management services for enrolled FSP participants.

Enrolled individuals living with a severe mental illness (SMI) and a co-occurring substance use disorder (SUD) may live in a transitional sober living environment (TSLE) while participating in the EA FSP program. It is the intent of the County and the Contractor to provide participants an orderly, well-prepared transition from incarceration, hospitalization, or drug rehabilitation in order to reduce recidivism and to promote a healthy adjustment.

- b. Plumas County Behavioral Health (“County”) intends for EA to provide property manager services and case management services to qualifying individuals through the Transitional Housing for Behavioral Health Needs program.

III. GOAL:

- a. The goal of this program is to provide up to ten (10) qualified individuals who meet eligibility for *MHSA Full-Service Partnership* through Plumas County Behavioral Health’s Utilization Management (UM) review process with:
 - a single-occupancy residence and a broad array of services and supports to promote:

- a stable and secure living arrangement
 - progressively increased normalcy and integration in accord with participant capacities
 - sustained periods of non-incarceration and non-hospitalization with decreases in overall incarcerations and hospitalizations
 - optimal use of existing community resources
 - accommodations for mental and physical disabilities
 - improved health outcomes and quality of life
 - harm reduction interventions to support sober living
 - individualized goals and outcomes to improve independent living skills
 - individualized permanent housing planning to optimize community integration upon program exit
 - individualized vocational/educational planning and support
- b. Additionally, this project is to provide qualified individuals who meet eligibility for transitional housing services with a residence in four (4) units provided by the County and a broad array of services to promote:
- a stable and secure living arrangement, while working toward independent living
 - progressively increased normalcy and integration in accord with participant capacities
 - sustained lawfulness
 - optimal use of existing community resources
 - a better quality of health and life
 - increased success with independent living skills

Program Philosophy

The qualifying population has been identified as needing targeted help and services because of higher-than-average risk factors for homelessness, incarceration, hospitalization, unsatisfactory life adjustment, and/or failure to respond favorably to normal intervention efforts. It is therefore important for this program to maintain a tolerance for and understanding of participant setbacks. For example, participants who have been previously discharged from the program should not be automatically rejected for future services. A discussion between EA and PCBH will occur before a final decision is reached. Rather, it challenges the program to develop alternative strategies and practices for handling especially difficult cases. Flexibility and consistency are hallmarks of the program's orientation.

Success for the targeted population is best measured by identifying small gains and evolving stability, as viewed against a background of less desirable outcomes for these individuals. Program tolerance for non-conformity and abnormality is the norm, while implementing program and community standards for greater participant acceptance.

It is the program's belief that participants will respond favorably to enduring relationships emphasizing understanding, non-judgmental acceptance, and security.

Therefore, all participants are assigned a case manager whose major responsibility is to develop a trusting and comforting relationship. Employees assigned that task assume the complex role of an advocate, facilitator, coordinator and guide to participants.

IV. TARGET POPULATION:

County-referred MHSA FSP clients who are Plumas County Medi-Cal beneficiaries:

These are Seriously Mentally Ill (SMI) adults, many of whom will have a co-occurring substance use disorder (SUD) diagnosis, as identified by Plumas County Behavioral Health's Utilization Management review process.

For these FSP participants, there are up to ten (10) units available across three program campuses during this contract period. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

- A.** The County will provide initial signed approval for service authorization.
- B.** All MHSA FSPs will require a County-approved Utilization Management (UM) process every three months.

Transitional Housing clients will be identified by the County. All determinations and final authority regarding applicant admission qualifications and continued program standing are determined by the Plumas County Behavioral Health. In that regard, the County shall use State guidelines for admission qualifications, which include, but may not be limited to:

- Persons with mental illness who are chronically homeless, at-risk of chronic homelessness or homeless (using the criteria of unsuitability for living in places that are emergency shelters or arrangements not meant for human habitation),
- People with a substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from brain injury or chronic physical illness or disability,
- Those who have been residing in a jail, or a substance abuse or mental health treatment facility for fewer than 90 days and meet all above criteria (and were, or are homeless),
- A family whose head-of-household has been or is at risk for being homeless,
- Those jailed and were homeless prior to admission in jail,
- Transition age youth (under 25) experiencing homelessness or significant housing instability,
- A client who is part of Care Court will take priority for housing,
- Those who are about to lose their residence within 30 days and lack the ability to obtain other permanent housing,
- An individual or family who is fleeing domestic violence or sexual assault, or has no resources to obtain permanent housing,
- Persons arrested or convicted of crimes,

- Veterans as set forth in the Welfare and Institutions Code, Section 5600.3(B) 5.

V. PROGRAM DELIVERABLES:

- A.** Wraparound services will include formal therapeutic interventions (i.e. risk assessment, crisis prevention and stabilization, individualized treatment planning, targeted case management, and access and utilization of formal and informal supports and referrals).
- B.** 24/7/365 Coverage - Contractor will be available 24 hours per day, seven days per week, and 365 days per year (24/7/365), with a minimum of five client contacts each week, to facilitate the therapeutic, rehabilitative, case management, and transportation needs of each client; to ensure clients have access to the support they need, including meeting clients who are in crisis in the emergency room.

Response staff may include case managers, rehabilitative counselors, and therapists. Staff changes will be communicated to PCBH immediately and no later than one business day, so that EHR access may be revoked.

- C.** Maintain consistent high-fidelity FSP Community-Integrated Service, with wraparound principles.
- D.** Provide individual and group services specific to each client's unique needs, including but not limited to:
 1. Trauma Focused Cognitive Behavioral Therapy (TFCBT)
 2. Dialectical Behavioral Therapy (DBT)
 3. Substance Use Disorder support and intervention
 4. Motivational Interviewing (MI)
 5. Trauma Informed Methods of Support and Client Feedback
- E.** Consistent outreach and engagement strategies to enable each client to live in his/her own residence, to find and maintain meaningful activities in their community – whether vocational, educational, or service-oriented, to better manage symptoms of his/her illness, and to receive support in maintaining optimism that their recovery is achievable:
 1. Motivational interviewing
 2. Education regarding available services
 3. Determining and re-evaluating at 3-month intervals, each client's strengths and challenges, interests, risk indicators and life goals
 4. Assuring services are provided in ways that meet the cultural and linguistic needs of each client
 5. Assuring client identification and development of meaningful life activities and roles within his/her community
 6. Locate and secure safe, affordable and appropriate housing options based on each client's needs and stated preferences

- F.** Provide clients with the following housing retention support strategies:
 - 1. Assistance with obtaining federal housing subsidies (Housing Choice Voucher Program) as available
 - 2. Training in skills necessary to maintain acquired housing
 - 3. Timely linkage with utility resources
 - 4. Payment of rental and utility obligations
 - 5. Housing repair and maintenance
 - 6. Budget skill development
 - 7. Client rental share of cost to build skills in self sufficiency
 - 8. Unit turnover at time of move out
- G.** Provide vocational readiness support and training to all clients, including:
 - 1. Developing employment resources in the community through linkage and partnerships
 - 2. Partnering with community-based employment services to assess work skills and training needs
 - 3. Provide supportive employment coordination for at least six (6) months while the client orients to a new job
- H.** Assist participants with linkage to and coordinate supports with primary care team and Conservator, as assigned.
- I.** After-care services for clients transitioning to independent permanent housing:
 - 1. Case management, titrating to less frequency, as appropriate to need
 - 2. Therapy a minimum of two times per month
 - 3. Service delivery type, duration and frequency to be determined by EA.

VI. MONITORING:

Contractor shall track and report annually or as noted on the following:

- A.** Partnership Assessment Form (PAF) for FSP Clients due: no later than twenty (20) days from the date of referral
- B.** Quarterly (3M) Report for FSP Clients due: no later ten (10) days after the completion of each three-month service
- C.** Key Event Tracking (KET) Forms for FSP Clients due: within 72 hours of the key event occurrence (i.e., Psychiatric Hospital Days, Incarceration Days, Homeless Days, Emergency Interventions, Employment Change, etc.)
- D.** Bi-annual Adult Needs and Strengths (ANSA), as well as development of the participant's Individual Services and Supports Plan (ISSP).
- E.** Bi-Annual completion of the State Consumer Perception Survey and applicable MHSA stakeholder input.

- F.** Additional indicators of effectiveness and timeliness of engagement strategies, including:
 - 1. Stability and tenure of community-based housing
 - 2. Participation in non-mental health activities in the community
 - 3. Service utilization (e.g., groups)
 - 4. Each clients' self-report through individual wellness self-perception surveys at 3-month intervals beginning at the 6th month after enrollment.
- G.** Meet quarterly with PCBH program staff to review compliance with program deliverables, monitoring, and participant outcome measures

VII. MEASURABLE PROGRAM OUTCOMES:

Contractor will ensure that the following program participant outcomes are achieved:

- A.** 80% of program participants will demonstrate a 75% decrease in incarcerations and hospitalizations compared to their pre-program levels in the year prior to program enrollment.
- B.** 80% of program participants will have completed an employment and training needs assessment within the first six months of enrollment in the program.
- C.** 80% of program participants who remain in the program at least 9 months will obtain a community-based job or volunteer opportunity that is commensurate with their skill level and that aligns with their mental health treatment goals.
- D.** 60% of program participants will report an increased overall wellness in their self-perception score at the end of the program year, including improved measures of physical wellness, a sense of belonging, hope for their recovery, and greater life purpose.
- E.** 60% of program participants living with a co-occurring severe mental illness and a substance use disorder will engage in SUD treatment at least 80% of their sessions.
- F.** Contractor will provide Medi-Cal billable specialty mental health services with a productivity expectation set at 50%.

VII. MEDI-CAL CERTIFICATION AND GOALS:

- A.** Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health (PCBH) to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

- B.** Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

VIII. SERVICES:

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

- A.** 1810.227. Mental Health Services "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- B.** 1810.247. Specialty Mental Health Services "Specialty Mental Health Services" means: (a) Rehabilitative Mental Health Services, including: (1) Mental health services; (2) Medication support services; (3) Day treatment intensive; (4) Crisis intervention; (b) Targeted Case Management; (c) Psychiatrist Services;

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3, 14021.4, 14132 and 14684, Welfare and Institutions Code.

- C.** 1810.204. Assessment "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- D.** 1810.206. Collateral "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- E. 1810.209. Crisis Intervention** "Crisis Intervention" means a service to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- F. 1810.232. Plan Development** "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- G. 1810.243. Rehabilitation** "Rehabilitation" means a service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a beneficiary's or group of beneficiaries' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- H. 1810.249. Targeted Case Management** "Targeted Case Management" means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3 and 14684, Welfare and Institutions Code.

- I. 1810.250. Therapy** "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon available State monies through MHSA FSP program plan funding, and SAMHSA shall be provided to the Contractor upon receipt of monthly invoices in the fiscal year for which it is allocated.

Contractor will provide a monthly invoice to PCBH for direct services under separate description and line item for MHSA-funded direct therapeutic services and housing and supportive services through the FSP program. *Federal Financial Participation (FFP)* will be reimbursed to the department for Medi-Cal billable direct services based on the approved Plumas County Behavioral Health Medi-Cal Fee Schedule.

MHSA, SAMHSA Mental Health and Substance Abuse Prevention and Treatment Funding:

a. MHSA FSP and SABG Housing Programs

Services will be offered in a tiered structure based on level of acuity determined by PCBH and EA in collaboration. For FSP therapeutic, housing, and supportive services, Contractor will bill a monthly bundled rate of \$7,105.00 per participant at Tier 1 for fiscal year 24/25 and \$7,210.00 for fiscal year 25/26. This reflects an array of full support therapeutic and case management services, including but not limited to “wrap” level services, tracking medication supply and availability, psychiatric and therapy appointments, attorney, probation, and/or court obligations, and medical treatment coordination. Staff to participant ratio is 1:5 in accordance with need for heightened participant monitoring.

Contractor will bill a monthly bundled rate of \$6,598.00 for Tier 2 for fiscal year 24/25 and \$6,696.00 for fiscal year 25/26, which includes housing and case management services. Contractor will bill a monthly bundled rate of \$1,522.00 for housing only with property management services for fiscal year 24/25 and \$1545.00 for fiscal year 25/26.

Individuals who have successfully completed this program and have moved into an independent permanent living arrangement may be provided with a continuation of therapeutic and case management services by Contractor, and costs for these services will be based on the current, approved Plumas County Behavioral Health Medi-Cal Fee Schedule.

In a manner and form determined by Plumas County Behavioral Health based on state reporting requirements, Contractor shall report on program outcomes to the Department on a bi-annual basis, and no later than July 31 of each program year, that the Contractor has satisfactorily completed deliverables and services described in the Scope of Work set forth in Exhibit A.

Transitional Housing Funding:

b. Transitional Housing Program

This fee structure is based on Environmental Alternatives’ proposed operating costs for transitional housing, basic needs, ancillary service costs, transportation, case management, and administration of the program. For this program to be successful and sustainable, the

Contractor shall revise, where feasible, tiered-cost projections after initial program roll-out to allow for expansion of services to a greater number of client participants.

Proposed Costs

<u>Service Level</u>	<u>Monthly Rate</u>	<u>Expected No. of Clients</u>	<u>Months of Service</u>	<u>Total per Tier</u>
Maintenance FY 24/25	\$4,263.00	4	12	\$204,624
FY 25/26	\$4327.00	4	12	\$207,696
Total Contract 2 yrs				\$412,320

<u>Monthly Maintenance</u>	<u>Estimate</u>	<u>Description</u>
Housing	\$ 1,000.00	Rent, utilities, maintenance
Basic needs	\$ 200.00	Food, clothing, phone, incidentals
CMS	\$ 800.00	Case Management services and support
Additional staff	\$ 600.00	Program Lead, Mentor, Transporter
Transportation	\$ 400.00	Vehicle, insurance, fuel, bus pass
Administrative costs	\$ 1,327.00	Admin, office, insurance
Full Move in Kit	\$ 1,000.00	Full move in Kit – 1 time fee

Total \$ 4,327.00 - \$5,327.00 for first Month with move in kit

***Amounts above reflect a 1.5% increase for FY 24/25 and a 1.5% increase for FY 25/26 to equal a total 3% increase.**

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the monthly invoice(s), the County of Plumas agrees to compensate the Contractor for the amounts delineated in this fee schedule within thirty (30) days of receipt.
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractor's name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under 21. Notice Addresses.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY CONTRACTOR FOR ANY CLIENTS WHOM PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

- D. Fee Structure:

____ COUNTY INITIALS

- 25 -

CONTRACTOR INITIALS ____

This fee structure is based on Contractor's operating costs for Medi-Cal reimbursable direct therapeutic and case management services, whether provided on site in program housing or in after care, and crisis intervention, as well as for housing, basic needs, ancillary services costs, transportation, and administration of the program.

In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year. **County agrees to make payment to Contractor for all services performed up to the point Contractor is notified of the insufficient Federal or State funding situation.**

Medi-Cal billable services will be based on Plumas County Behavioral Health's Medi-Cal Fee Schedule, effective July 1, 2023.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Che Shannon, Management Analyst II
MEETING DATE: September 3, 2024
SUBJECT: Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$28,768.69 for psychiatric room and board stay; (No General Fund Impact) Mental Health funds; discussion and possible action.

Recommendation:

Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$28,768.69 for psychiatric room and board stay; (No General Fund Impact) Mental Health funds; discussion and possible action.

Background and Discussion:

Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$28,768.69 for psychiatric room and board stay.

Action:

Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$28,768.69 for psychiatric room and board stay; (No General Fund Impact) Mental Health funds; discussion and possible action

Fiscal Impact:

(No General Fund Impact) Mental Health funds

Attachments:

1. 4758_001

1ADVENTIST HEALTH VALLEJO
525 OREGON STREET
VALLEJO CA 945903201
7076482200

2ADVENTIST HEALTH VALLEJO
PO BOX 888845
LOS ANGELES CA 90088-8845

3a PAT
CNTRL # 60043904556
b. MED
REC # 8241094
5 FED. TAX NO. 0000
6 STATEMENT COVERS PERIOD
FROM 071224
THROUGH 071724
7
8 TYPE
OF BILL 0111

8 PATIENT NAME

9 PATIENT ADDRESS
QUINCY

10 BIRTHDATE 071224
11 SEX 15
12 DATE 2
13 HR 6
14 TYPE 00
15 SRC 01
16 DHR
17 STAT
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STATE
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31 OCCURRENCE
CODE DATE
11 071224
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CODE DATE
35 OCCURRENCE SPAN
CODE FROM THROUGH
36 OCCURRENCE SPAN
CODE FROM THROUGH
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38
PLUMAS COUNTY MENTAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

39 CODE
a 01
b
c
d
VALUE CODES
AMOUNT 632400
40 CODE
80
VALUE CODES
AMOUNT 500
41 CODE
VALUE CODES
AMOUNT

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
0124	PSYCHIATRIC R&B 2BED	4545.00 x 5142.00	5 DAYS	5	2571000	22,725.00	
0250	PHARMACY			95	333851		
0300	LAB			1	278700		
0301	LAB/CHEMISTRY			4	153300		
0305	LAB/HEMOTOLOGY			1	19500		
0307	LAB/UROLOGY			1	25500		

0001 PAGE 1 OF 1
CREATION DATE 072324 TOTALS 3381851 000

50 PAYER NAME
PLUMAS COUNTY MENTAL HEALTH

51 HEALTH PLAN ID
9999990000

52 PRIOR PAYMENTS
000

53 EST. AMOUNT DUE
3381851

54 NPI
1851381990

55 OTHER
PRV ID

56 INSURED'S NAME
SHORT DOYLE

57 P. REL
18

58 INSURED'S UNIQUE ID
92417540F

59 GROUP NAME

60 INSURANCE GROUP NO.
M1-SHORT DOYLE

61 TREATMENT AUTHORIZATION CODES
SHORT DOYLE

62 DOCUMENT CONTROL NUMBER

63 EMPLOYER NAME

64 F319 YE8351 YJ449 YE781 YK219 YR5383 YG894 YF4310 YF419 Y68
OF17210 YE8809 Y

65 ADMIT
DX F319
70 PATIENT
REASON DX
71 PPS
CODE 885
72 ECI
73

74 PRINCIPAL PROCEDURE
CODE DATE
75
76 ATTENDING
NPI 1376589663
QUAL
LAST PUNIA
FIRST SURENDER P
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**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and the California Mental Health Services Authority Participation Agreement effective July 1, 2023, to act as a fiscal agent to preform fund transfers on behalf of counties to allow Foster Children who are placed outside their county of jurisdiction; not to exceed \$27,983.53 and a portal fee of \$250.00; No General Fund Impact; mental health funds; approved as to form by County Counsel; discussion and possible action

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and the California Mental Health Services Authority Participation Agreement effective July 1, 2023, to act as a fiscal agent to preform fund transfers on behalf of counties to allow Foster Children who are placed outside their county of jurisdiction; not to exceed \$27,983.53 and a portal fee of \$250.00; No General Fund Impact; mental health funds; approved as to form by County Counsel; discussion and possible action

Background and Discussion:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and the California Mental Health Services Authority Participation Agreement effective July 1, 2023, to act as a fiscal agent to preform fund transfers on behalf of counties to allow Foster Children who are placed outside their county of jurisdiction; not to exceed \$27,983.53 and a portal fee of \$250.00; No General Fund Impact; mental health funds; approved as to form by County Counsel; discussion and possible action

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and the California Mental Health Services Authority Participation Agreement effective July 1, 2023, to act as a fiscal agent to preform fund transfers on behalf of counties to allow Foster Children who are placed outside their county of jurisdiction; not to exceed \$27,983.53 and a portal fee of \$250.00; No General Fund Impact; mental health funds; approved as to form by County Counsel; discussion and possible action

Fiscal Impact:

There is a portal account balance of \$27,983.53 and a portal fee of \$250.00 with no impact on general funds. Mental health funds will maintain this balance.

Attachments:

1. 4774_001

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET**

1. Plumas County ("Participant") desires to participate in the Program identified below.

Program Name: Inter-Member Transfers (also referred to as "Presumptive Transfer")

2. California Mental Health Services Authority ("CalMHSA") and Member Participants' acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this Participation Agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this Program.

- | | | |
|-------------------------------------|-----------|------------------------------|
| <input checked="" type="checkbox"/> | Exhibit A | Program Description |
| <input checked="" type="checkbox"/> | Exhibit B | General Terms and Conditions |

3. **Term of Services:** This Participation Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2023, to June 30, 2025.

4. **Funding:** The funding and fees payable under this Agreement are as set out and more fully described in Exhibit B - Section V herein. Upon execution of this Agreement, Participant will be invoiced the following amounts set forth in item C (if applicable) and D below which are payable within 30 days from the date of invoice:

- A. **Initial Funding Deposit ("IFD"):** Participant's Calculated IFD for FY 23-24 is \$15,286.19
- B. **Participant's Portal Account Balance:** As of June 30, 2023 is \$27,983.53
- C. **Replenishment of IFD:** Funding due by Participant at the start of FY 23-24 is \$0
- D. **Annual Portal Fees:** Participant will pay an annual Portal Fee at the start of each fiscal year. The Portal Fee for FY23-24 is \$250
- E. **Transaction Fee:** Participant will be charged a Transaction Fee of 5% against all transfer out payments made by Participant. This Transaction Fee will be invoiced annually at the end of each fiscal year.

6. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Amie Miller, Psy.D., LMFT

Title: Executive Director Date: _____

Participant: Plumas County

Signed: _____ Name (Printed): Greg Hagwood

Title: Board of Supervisors Chair Date: _____

Signed: Sharon P. Sousa, LMFT Name (Printed): Sharon Sousa, LMFT

Title: Behavioral Health Director Date: 08/21/2024

Approved as to form:

Signed: _____ Name (Printed): _____

Title: County Counsel – County of Plumas Date: _____

Attest:

Clerk, Board of Supervisors

Allen Hiskey

**EXHIBIT A
PROGRAM DESCRIPTION**

- I. Name of Program – Inter-Member Transfers (also referred to as “Presumptive Transfer”)**
- II. Program Overview**

CalMHSA has been contracted to act as a fiscal agent to perform fund transfers on behalf of counties to allow Foster Children who are placed outside of their county of original jurisdiction to access specialty mental health services (“SMHS”) in a timely manner. The defined process is “presumptive transfer,” which means a prompt transfer of the responsibility for the provision of or arranging and payment for SMHS from the county of original jurisdiction (Sending County) to the county in which the Foster Child resides (Receiving County), as provided for by Welfare and Institution Code § 14717.1.

Implementation of this statute requires a system for counties to make prompt payments to each other. In June 2018 County Behavioral Health Directors Association of California (“CBHDA”) approved CalMHSA as the vehicle for performing presumptive fund transfers. Under this Program, CalMHSA acts as a fiscal agent for participating counties to make and receive transfer payments.

CalMHSA operates a banking pool funded by all participants to facilitate timely, efficient, and accountable fund transfers between counties (“Banking Pool”). Each participating member county has a separate financial ledger account and will receive periodic statements of year-to-date balance, payments to other counties, payments from other counties, administration costs and interest earned.

CalMHSA has developed a member portal allowing counties to issue requests for fund transfers for services rendered to Foster Children from another jurisdiction, in addition to reviewing and verifying requests for transfer to allow for timely payments (“Member Portal”).

Portal Support: CalMHSA provides email support Monday through Friday, 8:00 a.m. to 5:00 p.m. PST. For any support questions please email: support@calmhsa-members.org. The Portal may occasionally become temporarily unavailable for maintenance purposes. CalMHSA will make best efforts to minimize any such unavailability.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

I. Definitions

The following words as used throughout this Participation Agreement ("Agreement") shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. **CalMHSA:** California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association (now the California Behavioral Health Directors Association) to jointly develop and fund mental health services and education programs.
- B. **Department of Health Care Services (DHCS):** A department within the California Health and Human Services Agency that finances and administers a number of individual health care service programs, including Medi-Cal.
- C. **Foster Child/Children:** Foster children and youth under 21 years of age who have been placed into foster care by a county child welfare agency or a county probation department and are receiving specialty mental health services.
- D. **HIPAA:** the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").
- E. **Member:** A county, city or JPA of two or more counties, that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- F. **Participant:** Any county participating in the Program either as a member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- G. **Receiving County:** A Receiving County is one in which a Foster Child is being placed in a facility located within their county jurisdiction.
- H. **Sending County:** A Sending County is one that is transferring a Foster Child to a facility located outside of its jurisdiction.

II. Responsibilities

To fulfill the Participant's obligations under Welfare and Institution Code § 14717.1, the parties will undertake the following responsibilities:

A. Responsibilities of CalMHSA:

1. Act solely as the fiscal agent to facilitate transfer of funds between Participants in compliance with instructions from and authorization by Participants, without any responsibility for validation or control over the funded services or activities.
2. CalMHSA will open and operate a special custodian bank account for pooled funds and will maintain an accounting ledger for each participating county that identifies and tracks all transactions.

3. Manage a Banking Pool that includes an interest-bearing account for Participant. Any interest accrued will be credited to the Participant. All transactions in and out of the account will be provided regularly to each county.
4. CalMHSA reimburses Receiving County with non-FFP match from Sending County funds for services rendered.
5. Establish written internal control procedures to ensure understanding and sound accounting controls, including items such as defining a trigger for a transaction, the rate of payment, timing of payment, depositing of funds and reporting.
6. Management of and accounting for funds received is consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
7. Keep all necessary records and provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.
8. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.
9. To the extent protected health information ("PHI"), personally identifiable information ("PII") or other sensitive and/or privileged information is shared between agencies pursuant to this Participation Agreement, CalMHSA shall abide by all applicable privacy laws and regulations including, but not limited to, HIPAA, 42 C.F.R. Part 2; etc.

B. Responsibilities of Participant

1. Provide instructions and authorization for transfers allowing CalMHSA to make fund transfers on behalf of Participant.
2. Identification of a representative authorized to act for Participant and receive notices on behalf of Participant with regard to the Program.
3. Participants provide CalMHSA, the non-Federal Financial Participation (non-FFP) portion of cost of services anticipated for SMHS, for their children in foster care outside of their county. Transfer of funds for the Program shall be in accordance with respective provisions of this contract. Participants are required to provide timely and continuous funding to replenish their bank account based on actual transactions to comply with their contractual obligations. Due to the nature of the Program and the specialty of services being provided to children, requests for funding are due upon receipt from date of notice to replenish.
4. The Member Portal and Participants role described below may be subject to variations, modifications, updates or changes made from time to time:
 - A. Request for Fund Transfer: Receiving County submits a request for a fund transfer via the Member Portal.
 - B. Verification: After Receiving County submits a fund transfer request for services rendered, Sending County conducts a review and verifies the Foster Child via the Member Portal.
 - C. Approval for Fund Transfer: After Foster Child is verified and upon receipt of approval from Sending County with proof of services billed (Form 835), CalMHSA proceeds with

the non-FFP fund transfer from Sending County account to Receiving County account at CalMHSA.

5. Cooperate by providing CalMHSA and the other participating counties (and any other parties deemed necessary) with requested information and assistance to fulfill the purpose of the Program.
6. Provide and arrange any and all assessments, creation of individual case plans, and services for the provision of mental health services.
7. Compliance with applicable laws, regulations, guidelines, contractual agreements, CalMHSA's JPA Agreement, and Bylaws.
8. To the extent protected health information ("PHI"), personally identifiable information ("PII") or other sensitive and/or privileged information is shared between agencies pursuant to this Participation Agreement, Participant shall abide by all applicable privacy laws and regulations including, but not limited to, HIPAA, 42 C.F.R. Part 2, etc.

III. Duration, Term and Amendment

- A. This term of the Program is from July 1, 2023 to June 30, 2025.
- B. The funding and fees agreed upon herein shall be effective on July 1, 2023, at which time Agreement No. 413-2018-PT-PC, the previous Inter Member Transfer Program Agreement, shall be terminated and superseded by this Agreement effective July 1, 2023 (except as they may relate to the past transaction levels relevant to the initial funding calculations set out in this Agreement and relating to funding provided by a county that has a remaining funding balance as of the date of this Participation Agreement).
- C. This Agreement may be supplemented, amended or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.
- D. Any Participant may withdraw from the Program upon six (6) months' written notice. Notice shall be deemed served on the date such notice is received.

IV. Withdrawal, Cancellation and Termination

- A. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expenses and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- B. CalMHSA may terminate, cancel or limit the Program due to unforeseen circumstances, lack of County participation, government restrictions, inability to provide the Program due to vendor, lack of funding, force majeure or other restrictions.
- C. Upon cancellation, termination or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the operation of the Program shall be distributed back to the participating counties proportionally based on the amount by which deposits made to the account of the Participant exceed the payments disbursed from the account of the Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees

for portal/platform ongoing services etc. are not subject to such reversion subject to applicable laws.

- D. All fees and expenses set forth in this contract shall be deemed to have been earned on the date it is incurred in accordance with the provisions hereof and shall be non-refundable in whole or in part (exclusive of overpayments and other manifest errors).

V. Fiscal Provisions

A. Funding: Initial Funding Deposit ("IFD") and Replenishment of IFD:

1. Participants' Initial Funding Deposits (IFD) for each year will be calculated based on the previous two years' Average Transactional Volume ("ATV"). ATV is the average amount a Participant spends annually for the last two years on transferring a Foster Child to a facility located outside of its jurisdiction. Participants' IFD will be set annually at 50% of such ATV. If at the beginning of each year, a participant's existing Program funding balance is greater or equal to the IFD amount, such participant will not be invoiced for the IFD for that year. If a participant's existing Inter-Member Transfer funding balance is lower than the IFD amount, such participant will be invoiced for the amount to match the Participant's calculated IFD for that year payable within 30 days of date of the invoice. IFD related Invoices shall be issued at the beginning of each year. For FY 23-24 invoices will be issued upon execution of the Agreement.
2. Replenishment of IFD during Fiscal Year: CalMHSA will notify and invoice any participant if and when their account falls below 20% of the IFD during the fiscal year to match Participant's calculated IFD. Invoices are due upon receipt.

B. CalMHSA Fees

1. Participant will pay a Portal Fee annually at the start of each year.
2. In addition, counties that transfer patients out of their jurisdiction will be charged a Transaction Fee of 5% paid annually against all transfer out payments made during such year. The Transaction Fee will be invoiced at the end of each fiscal year.

C. Invoicing

1. Unless provided otherwise herein, invoices are due by Participant within 30 days from the date of the invoice.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for transfer of funds between county accounts as instructed and authorized by Participants. CalMHSA is not liable for any damages (direct or consequential) beyond the amount of any funds which it transfers.
- B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from other's negligence in the performance of its obligations under this Agreement, including the performance of the

other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

VII. Notice

All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Peggy Quarenghi

Position: Sr. Corporate Counsel

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815

Telephone: (888) 210-2515

Email: contracts@calmhsa.org

CC Email to Name: Randall Keen, Manatt

Email: RKeen@manatt.com

If to Participant: Plumas County

Name: Sharon Sousa, LMFT

Position: Behavioral Health Director

Address: _____

Telephone: _____

Email: _____

CC Email to Name: _____

Email: _____



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: September 3, 2024

SUBJECT: Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Authorizing and Directing the County Administrative Officer and Planning Director (Designee) to Execute Agreements between Rural Community Assistance Corporation and the County of Plumas; No General Fund Impact and General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Authorizing and Directing the County Administrative Officer and Planning Director (Designee) to Execute Agreements between Rural Community Assistance Corporation and the County of Plumas.

Background and Discussion:

Plumas County has been deemed an eligible subrecipient (Subaward No. C755_PO#689) of the US Department of Housing and Urban Development's (HUD) FY 2021/2022 Rural Capacity Building Grant (RCBG) for Community Development and Affordable Housing through Rural Community Assistance Corporation's (RCAC) Building Rural Economies (BRE) program under Instrument Number B-22-RCB-RCA-01.

RCAC has identified Plumas as a partner for the performance period of August 1, 2024, through June 30, 2027, to complete a BRE program task order that will promote community and economic development in the following ways:

1. Town of Chester under the Re-Charge Our Community's Economy (ROCE) workshop series to identify catalytic community economic development opportunities.
2. Towns of Quincy and East Quincy with community workshops and assistance in implementing the Quincy Recreation Economy for Rural Communities (RERC) Community Action Plan (completed in November 2022 with presentation to the Board of Supervisors on December 6, 2022).

Through the BRE program, capacity building with technical assistance is a primary objective and aligns with the County's programmatic economic development work and the 2035 General Plan.

BRE program funding is budgeted at a not to exceed \$75,000 in addition to a minimum of \$15,000 in-kind County staff time match acting as leverage for program funding. The hiring of a Community Coordinator (CC) position working as a part-time County employee is a capacity building component of the BRE program and the CC would be housed under the County Administrative Office.

The purpose of the Resolution (Attachment 1) is to authorize and direct the County Administrative Officer (CAO) and Planning Director, as designee, to conduct all negotiations, execute and submit all BRE program documents within the scope of this subaward including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the BRE program (Attachment 2).

Action:

Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Authorizing and Directing the County Administrative Officer and Planning Director (Designee) to Execute Agreements between Rural Community Assistance Corporation and the County of Plumas.

Fiscal Impact:

No General Fund Impact; \$75,000 Community Coordinator grant funded position (including travel, supplies, telephone, and printing/copying costs) through Subaward No. C755_PO#689 of the US Department of Housing and Urban Development's (HUD) FY 2021/2022 Rural Capacity Building for Community Development and Affordable Housing through Rural Community Assistance Corporation's (RCAC) Building Rural Economies (BRE) program.

General Fund Impact; County staff support (e.g., Planning Director and Grant Manager) minimum of \$15,000 in-kind staff time match acting as leverage for said program funding.

Attachments:

1. BRE Subaward Res. 2024-____BOS 9.3.24
2. RCBGHUD22 - Agreement Plumas RCAC_BOS 9.3.24

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
AUTHORIZING AND DIRECTING THE COUNTY ADMINISTRATIVE OFFICER AND
PLANNING DIRECTOR (DESIGNEE) TO EXECUTE AGREEMENTS BETWEEN
RURAL COMMUNITY ASSISTANCE CORPORATION AND THE COUNTY OF PLUMAS**

WHEREAS, the County of Plumas has been deemed an eligible subrecipient (Subaward No. C755_PO#689) of the US Department of Housing and Urban Development's (HUD) FY 2021/2022 Rural Capacity Building for Community Development and Affordable Housing through Rural Community Assistance Corporation's (RCAC) Building Rural Economies (BRE) program under Instrument Number B-22-RCB-RCA-01; and

WHEREAS, RCAC has identified the County of Plumas as a partner for the performance period of August 1, 2024, through June 30, 2027, to complete a BRE program task order that will promote community and economic development in the town of Chester under the Re-Charge Our Community's Economy (ROCE) workshop series and the towns of Quincy and East Quincy with community workshops and assistance in implementing the Quincy Recreation Economy for Rural Communities (RERC) Community Action Plan; and

WHEREAS, through said program, capacity building with technical assistance is a primary objective and aligns with the County's programmatic economic development work and the 2035 General Plan; and

WHEREAS, program funding is budgeted at a not to exceed \$75,000 in addition to a minimum of \$15,000 in-kind County staff time match acting as leverage for said program funding; and

WHEREAS, the hiring of a Community Coordinator (CC) position working as a part-time County employee is a capacity building component of the program and said employee would be housed under the County Administrative Office.

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

1. The County Administrative Officer (CAO) is hereby authorized and directed to conduct all negotiations, execute and submit all program documents within the scope of this subaward including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of said program; and
2. The Planning Director is hereby authorized and directed to act as the CAO's designee.

The foregoing 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 on the _____ day of _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

Greg Hagwood, Chair
Board of Supervisors

ATTEST:

Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:


Joshua Brachtel, Attorney
County Counsel's Office

Subaward No. C755_PO#689
between
Rural Community Assistance Corporation
and
County of Plumas

I.

<u>Awarding Agency:</u>	US Department of Housing and Urban Development
<u>Awarding Agency Contact information:</u>	CPD Office of the DAS for Operations 451 7th Street, SW Room 7128 Washington, DC 20410-7000 (202) 402-7077
<u>Pass through Entity:</u>	Rural Community Assistance Corporation (RCAC)
<u>Sub recipient Name:</u>	County of Plumas
<u>Subrecipient's Unique Entity ID Number:</u>	YXZZPBLCRFY6
Federal Award Identification Number (FAIN):	B-22-RCB-RCA-01
Federal Award Date:	August 22, 2023
Subaward period of performance:	August 1, 2024 through June 30, 2027
Amount of Federal Funds obligated by this action:	\$75,000
Total amount of federal funds obligated to subrecipient:	\$75,000
Total Amount of Federal Award:	\$2,325,000
Federal Award Project Description:	Rural Capacity Building
Assistance Listing Number (ALN):	14.265
Indirect Cost Rate:	0%

This Agreement is entered into on August 1, 2024, by and between **Rural Community Assistance Corporation (RCAC)**, a nonprofit corporation, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 and County of Plumas, a political subdivision of the state of California, 555 Main Street, Quincy, CA 95971. US Department of Housing and Urban Development has provided an award to RCAC and RCAC hereby agrees to subaward and Subrecipient agrees to accept subgrant of a portion of the award.

I. Task Orders

Subrecipient shall provide the professional services (Services) as specified in authorized Task Orders. Subrecipient shall commence, perform and complete such Services and be compensated by RCAC for such Services in accordance with authorized, signed Task Orders.

II. Performance Period

Specific service deliverable timelines shall be defined in authorized Task Orders.

III. Subrecipient Responsibilities

In addition to all other obligations contained herein, Subrecipient agrees:

- A. To comply all conditions of the RCAC grant agreement with US Department of Housing and Urban Development (Attachment D).
- B. To furnish all material, equipment, labor and supplies in such quantities and of the proper quality to perform Services in a professional and timely manner;
- C. To proceed with diligence and promptness and hereby warrants that such Services shall be performed to the satisfaction of RCAC in accordance with the highest professional workmanship and service standards in the field;
- D. To comply, at Subrecipient's own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Subrecipient as an employer;
- E. That Subrecipient is an independent organization and not the agent, employee or servant of RCAC, and that:
 - 1. Subrecipient does not have the authority to act for RCAC or to bind RCAC in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of RCAC;
 - 2. Subrecipient has and hereby retains full control of and supervision over the performance of Subrecipient obligations and full control over any persons employed by Subrecipient for performing the Services;
 - 3. Subrecipient shall satisfy all tax and other governmentally imposed responsibilities as a self-employed person and/or independent Subrecipient or including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers' compensation (as applicable by law) and self-employment taxes;

4. Subrecipient shall not sub-grant, contract, or otherwise obtain services of a third party to perform activities which are central to the purposes of this agreement without prior authorization from RCAC;
5. Subrecipient must be in good standing under the laws where it proposes to provide services;
6. Subrecipient must be authorized to do business in the state where it proposes to provide services;

IV. Funding

A. Payment

As compensation for satisfactory performance of the Agreement, RCAC shall pay the Subrecipient the amount set forth in the Task Order, subject to additions and deductions as provided for herein. In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

- B. The obligation of RCAC to make payments under this agreement is subject to the availability and receipt of funds provided for in the grant agreement between RCAC and Federal Awarding Agency. In the event these funds for any reason become unavailable in the amounts specified in the original grant award, the work of the subrecipient and any payments due will be reduced proportionately.

Subrecipient acknowledges this grant is provided on a cost reimbursement basis. Allowable costs are costs incurred in the performance of this sub award that are determined by RCAC to be allowable, allocable and reasonable in accordance with:

1. Provisions of this agreement
2. Applicable Federal cost principles as outlined in cost principles in Uniform Guidance 2 C.F.R. 200 Subpart Part E If this Circular is revised during the period of performance of this Sub-award the most recent revision will apply. If OMB replaces this circular during the period of performance, the successor rules will apply.

In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

Subrecipient shall notify RCAC in writing if Subrecipient has reason to believe that expenses incurred within the next 60 days, when added to costs previously incurred, will exceed the authorized amount specified in the Task Order.

C. Request for Payment

Subrecipient shall submit an invoice on letterhead signed by County of Plumas for all Services performed, not more frequently than monthly. This must reference C755_PO#689. Email payment requests to gca.support@rcac.org or through mail at RCAC, Attn: Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.

In the event that RCAC disputes any payment request item, RCAC will notify Subrecipient within five working days of receipt of the payment request. RCAC will approve payment of non-disputed items. RCAC and Subrecipient will proceed to negotiate and then arbitrate the disputed items as specified elsewhere in this Agreement.

No payment shall be approved for the Subrecipient if there is an overdue activity report until the report has been submitted and approved.

V. Management of Grant Funds

Agreement funds are federal funds and as such, Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) 2 C.F.R. 200.

In addition to the financial reports required to be submitted to RCAC, Sub recipient hereby agrees to comply with any and all RCAC requests for financial information and documentation including financial audits conducted during the Agreement period.

Sub-grantee agrees to remain fully informed of all laws and regulations that apply to the Sub-subrecipient and will give RCAC prompt notice of any action or event that may be cause for suspension or termination of this Agreement. Failure to provide such notice constitutes a material breach of the Agreement. Notices shall be sent to:

Rural Community Assistance Corporation,
Grants and Contracts Administration
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691

VI. Reporting

Subrecipient is required to electronically submit

- A. Quarterly Reporting
- B. Final Reporting

A final narrative report of not more than five single-spaced letter-sized pages using a word processor and a font size of no smaller than 12 or larger than 14. Include such items as:

- 1. Summarize the outcomes of activities that Subrecipient undertook
- 2. Problems/challenges encountered.
- 3. Lessons Learned, Best Practices

VII. Indemnification

Both parties covenants and agrees to at all times save, defend, pay attorneys' fees and costs, indemnify and hold harmless the other party, its directors, officers, employees and agents, from and against any and all manner of claim, demand, notice, proceeding, suit, action, cause of action, damages, order, decree or judgment claimed, filed, made, asserted or secured against the other party, its directors, officers, employees or agents, by any person, firm, corporation, organization or entity which is in any way related to any actions (or lack of action) by both parties, its directors, officers, employees or agents under this Agreement, pursuant hereto or in any way connected herewith. Both parties' obligations under this section shall survive the expiration of this Agreement or the termination hereof for any reason whatsoever.

VIII. Insurance

- A. By execution of this Agreement, Subgrantee agrees that the required insurance policies shall be in effect at all times during the term of this Agreement. The Subgrantee agrees to submit a Certificate of Insurance naming RCAC as an additional insured. Subgrantee shall provide RCAC with written notice at least 30 days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement. If said insurance coverage expires at any time during the Agreement, Subgrantee agrees to provide a new Certificate of Insurance at least 30 days prior to expiration date.
- B. Subgrantee shall maintain standard Workers' Compensation as required by law in state where service is performed. Subgrantee shall obtain Fidelity Bond coverage or honesty

insurance in an amount that is at least equal to \$100,000 with RCAC named as an additional insured.

C. Subgrantee shall maintain Comprehensive Commercial General Liability coverage in the amount of at least \$1,000,000. A current Certificate of Insurance with RCAC named as an additional insured must be supplied to RCAC throughout the term on this agreement.

D. Subgrantee shall maintain its insurance coverages in the amount presently held (at the time of execution of this Agreement).

IX. Notice

Any notice given hereunder by either party shall be in writing and deemed given when sent by certified mail.

A. Notices to RCAC shall be addressed to:

Rural Community Assistance Corporation, Grants and Contracts Administration
3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691

B. Notices to Subrecipient shall be addressed to:

Debra Lucero, County Administrative Officer
County of Plumas
555 Main Street, Quincy, CA 95971

If either party changes its address during the term herein, it shall advise the other party in writing and any notice thereafter shall be sent by certified mail to the new address.

X. Termination

In the event that the subrecipient fails to comply with subaward terms and conditions, RCAC shall take enforcement action prescribed in 2 CFR §200.338 (Remedies for noncompliance including termination). Each party agrees not to terminate this Agreement during the Agreement period of August 1, 2024 through June 30, 2027, except for good cause and in the event of an alleged breach, after the breaching party has had an opportunity to cure. Termination will be accomplished by giving 30-days written notice. At the time of termination both parties shall be released from any and all obligations under this contract provided that Subrecipient shall be paid for services satisfactorily performed to the date of termination, less any amount prepaid.

XI. Attorney Fees

Failure to perform the Services described in a signed Task Order shall be considered default, and RCAC may pursue all remedies herein. In the event that RCAC is compelled to commence or maintain an action to enforce the provisions of this Agreement or to recover damages as a result of a breach of the Agreement or from any other cause arising from said Agreement, RCAC shall be entitled to recover reasonable attorney's fees in addition to costs and necessary disbursements.

XII. Authority

Each party has full power and authority to enter into and perform this Agreement. The person signing the Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

XIII. Attachments

The following Attachments are attached hereto and by reference incorporated herein:

Attachment A: Task Order

Attachment B: Plumas County Financial Forms

Attachment C: RCAC Representations and Certifications Form

Attachment D: RCAC grant agreement with US Department of Housing and Urban Development

Attachment E: Scope of Work

Attachment F: Budget

XIV. Enforcement and Waiver

The failure of either party in any one or more instances to insist upon strict performance of any Agreement terms and provisions, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

XV. Severability

Any Agreement terms or provisions which are deemed invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall not render the remaining Agreement terms and provisions invalid or unenforceable.

XVI. Lobbying

By checking off and signing the attached RCAC Representations and Certifications Form, Subrecipient certifies that they shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects or activities that flow from this Agreement (Attachment C).

XVII. Debarment

Subrecipient hereby certifies to the best of its knowledge that it or any of its officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- B. Within a three-year period preceding this Agreement, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Agreement under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph two of this certification; and
- D. Within a three-year period preceding this Agreement, have not had one or more public (federal, state or local) transactions terminated for cause or default.

XVIII. Drug Free Workplace

By checking off and signing the attached RCAC Representations and Certifications Form, Subrecipient certifies that they maintain a drug free workplace (Attachment C).

XIX. Non-Disclosure

Any information consultant learns within the scope of this engagement will be considered confidential and remain the intellectual property of RCAC. Any information gained shall not be shared with any other party without express authorization from RCAC.

XX. Nondiscrimination

Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause

Subrecipient hereby certifies compliance with the following:

- A. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
- B. Title VI and Title VII of the Civil Rights Act of 1974, as amended.
- C. Rehabilitation Act of 1973, as amended.
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- F. Public Law 101-336, Americans with Disabilities Act of 1990.
- G. Affirmative Action Laws.

XXI. Procurement

Subrecipients agrees to use its own documented procurement procedures which reflect applicable Federal State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal, State and Local and tribal laws.

XXII. Internal Controls

Subrecipient agrees to establish and maintain effective internal control over the subaward that provides reasonable assurance that the subrecipient is managing the subaward in compliance with applicable Federal, state and local statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The subrecipient agrees to:

- A. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- B. Evaluate and monitor its compliance with statutes, regulations and the terms and conditions of Federal awards.

- C. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- D. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or RCAC designates as sensitive or considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

XXIII. Publication, Reproduction and Use of Material

As a condition to the Agreement, Subrecipient agrees to provide RCAC two copies of all written materials used during any training or technical assistance provided under Attachment A, when applicable. Any material produced or other activities undertaken related to this program must clearly state that they were funded by RCAC.

XXIV. Confidentiality

Any reports, information or data given to, prepared or assembled by Subrecipient under this Agreement, which RCAC requests in writing to be kept confidential, shall not be made available to any individual or organization by Subrecipient without prior written approval from RCAC.

XXV. Record Keeping

The subrecipient agrees to keep and maintain true and complete records, contracts, books, and documents necessary to fully disclose to RCAC or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all relevant state and federal regulations and statutes. All records maintained by Subrecipient shall meet the OMB requirements contained in the: 2 CFR 200 (Uniform Guidance) Subpart E (Cost Principles).

XXVI. Inspections

Subrecipient agrees that RCAC or their designated representative shall have the right to review and to copy any relevant books, financial statements, records and supporting documentation (written, electronic, computer related or otherwise) pertaining to the performance of this Agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer retention period is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

XXVII. Audits

If applicable, non-federal entities that expend \$750,000 in federal awards or more per year shall conduct a single or program audit for that year in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements). Non-federal entities that expend less than \$750,000 in federal awards per year are exempt from federal audit requirements for that year. All records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity and General Accounting Office (GAO).

- A. The auditee shall prepare a schedule of federal award expenditures for the period covered by the auditee's financial statements. The auditee shall provide total federal awards expended for each individual federal program and the Assistance Listing Number (ALN) or other identifying number when the ALN information is not available.
- B. Subrecipients shall submit two copies of the required audit report to RCAC within six months of the end of the Subrecipient's fiscal year. Upon written request and explanation from the Subrecipient's CPA, an additional 30-day extension may be granted by RCAC.

Submit audit reports to: Rural Community Assistance Corporation, Attention: Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 or email gca.support@rcac.org.

- C. All Agreements entered into by Subrecipient with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized state or federal government representative access to the working papers of said audit firm(s).

XXVIII. Close-out

Subrecipient agrees to submit no later than **30 calendar days** after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the sub-award. RCAC may approve extensions when requested by the subrecipient. Unless RCAC authorizes an extension, the sub recipient must liquidate all obligations incurred under the Federal award not later than 30 calendar days after the end date of the period of performance as specified in the terms and conditions of the sub-award.

XXIX. Governing Law

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of California.

XXX. Dispute Resolution/Arbitration

RCAC and the Subrecipient hereby agree to meet and confer in good faith in an attempt to resolve any dispute, controversy or claim arising under this Agreement (including the breach, termination or validity hereof). If the dispute is not resolved, the matter shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall be held in Sacramento, California. Upon RCAC's or Subrecipient's written election to resolve any matter by arbitration pursuant to this section, RCAC and Subrecipient hereby expressly agree: (i) to submit the matter to the jurisdiction of the arbitration panel, and (ii) that judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction. In invoking this arbitration provision, RCAC shall not be deemed to have waived any rights, immunities or privileges to which it is entitled, including, but not limited to, the right to obtain injunctive relief and other measures from a competent court. The obligations and duties of this agreement shall survive in full the termination of this Agreement.

XXXI. No Action Pending

Subrecipient represents and warrants that there is no action, suit, investigation or proceeding pending or, to the knowledge of Subrecipient, threatened, by or before any court or governmental or administrative body or agency which may reasonably be expected to result in a material adverse change in the activities, operations, assets or properties, in the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subrecipient, or to impair the ability of Subrecipient to perform their respective obligations under this Agreement.

Subrecipient shall promptly advise RCAC in reasonable detail should any action, suit, investigation or proceeding be instituted or commenced against Subrecipient that could have a material adverse effect upon the activities, operations, assets or properties, or the tax-exempt or non-private foundation status, or in the condition, financial or otherwise, of Subrecipient.

XXXII. Non-Delinquency

Please check the appropriate statement:

- ☐ Not delinquent on any federal debt
☐ Delinquent on any federal debt

XXXIII. Entire Agreement, Amendments and Modification

This Agreement, including all attachments, constitutes the entire Agreement between RCAC and Subrecipient with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provision of this Agreement shall be controlling.

This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

In Witness Whereof, the parties have caused their duly authorized representatives to sign this Subrecipient as of the date first stated above.

Rural Community Assistance Corporation
3120 Freeboard Drive, Suite 201
West Sacramento, CA 95691
916/447-2854; 916/447-2878 fax



Ari Neumann
Chief Impact and Policy Officer

July 26, 2024

Date

County of Plumas
555 Main Street,
Quincy, CA 95971
530/283-6446

Subrecipient Signature

Debra Lucero, County Administrative Officer

Date

94-600528
Tax ID Number

F:\FINANCE\Contracts\Contract Templates\Subrecipient Template.doc

Approved as to form:



Joshua Brachtel, Attorney
County Counsel's Office

ATTACHMENT A

Task Order



Rural Community Assistance Corporation
Task Order Form #1

UID: C755_PO#689	Performance Period: August 1, 2024 through June 30, 2027
Funding Source: RCBGHUD22_BRE_FED (Plumas County)	Contact/Telephone no.: Debra Lucero, County Administrative Officer 530/283-6446 debralucero@countyofplumas.com
Issued to: County of Plumas 555 Main Street Quincy, CA 95971	
Issued by: Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691	Contact/Telephone no.: Amity Rembold, Regional Field Manager 406/431-9061 amity.rembold@rcac.org
Scope of Work: Details the responsibilities of Plumas County, the Plumas County Community Coordinator (CC), and RCAC to increase the CC's capacity to undertake work that will promote community and economic development in the Plumas County communities of Chester and Quincy/East Quincy, California. See attached County of Plumas Scope of Work (Attachment E).	
Penalties: Failure to perform as required could result in termination of this agreement. Failure to comply with any performance standard will be considered a violation and will result in RCAC withholding payment until the violation is corrected. RCAC will notify County of Plumas of missed performance measures and require a formal response to the performance issue prior to continuing payments for services under this agreement.	
Compensation: <ul style="list-style-type: none">▪ RCAC will reimburse Subrecipient for allowable expenses, based on documented actual costs and approved overhead, up to the amount of \$75,000.▪ The pass-through funding is being provided with the understanding that County of Plumas will leverage these funds with a minimum of \$15,000 match during the same period. Reimbursements will be made in proportion to the expenditure of leveraging funds.▪ Subrecipient will invoice quarterly in arrears of performing the work on letterhead signed by County of Plumas for all Services performed, not more frequently than monthly. This must reference C755_PO#689/RCBGHUD22_BRE_FED (Plumas County), Task Order No. 1. Email payment requests to gca.support@rcac.org or through mail at RCAC, Attn: Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.▪ <i>All performance measures as described in scope of work must be met in order to receive payment as agreed. If it is deemed the performance has not met standard described, payments will be withheld until performance is cured.</i>	

All terms and conditions included in Subaward No. C755_PO#689 are applicable to this Task Order.

Signature for RCAC:



Type name and title:

Ari Neumann
Chief Impact and Policy Officer

Date:

July 26, 2024

Signature for County of Plumas:

Type name and title:

Debra Lucero
County Administrative Officer

Date:

ATTACHMENT B

Financial Forms

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. COUNTY OF PLUMAS	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► GOVERNMENT AGENCY	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 520 MAIN STREET. ROOM 205	Requester's name and address (optional)
6 City, state, and ZIP code QUINCY, CA 95971	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
9	4			-	6	0	0	0	5 2 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Martel Chich</i>	Date ► <i>2/14/2024</i>
-----------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT C

RCAC Representations and Certifications Form

Fillable form instructions: Click into each gray box that says "Click here to enter text." Replace appropriate boxes with an "X".

1. **Company Name:** County of Plumas

2. **Type of Organization:** Subrecipient represents and certifies that it operates as:
(Check only one box below)

☐ an individual;

☒ a nonprofit organization (Includes local governments and tribes);

☐ a partnership;

☐ a joint venture; or

☐ a corporation incorporated under the laws of the state of: Click here to enter text.

3. **Taxpayer Identification**

In order to comply with reporting requirements of 26 USC 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS), the following information must be furnished:

Business Entities – Tax ID No.: 94-6000528

Consultants – DUNS No.: Click here to enter text.

Individuals Only – Social Security No.: Click here to enter text.

4. **Debarment and/or Suspension:** By checking these boxes, Consultant certifies that it and its principals:

- ☐ are ☒ are not presently debarred, suspended or proposed for debarment or declared ineligible for award of contracts by any Federal Agency,
- ☐ have ☒ have not, within the last three years, been convicted of fraud or a criminal offense in obtaining, attempting to obtain or performing a public contract or subcontract; violation of anti-trust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, tax evasion or receiving stolen property;
- ☐ are ☒ are not presently indicted or charged with fraud or a criminal offense under a public contract; and
- ☐ have ☒ have not, within the past three years had one or more Federal contracts terminated for default.

5. **Drug Free Workplace**

☒ By checking this box, Consultant certifies it is a Drug Free Workplace as specified in the Drug Free Workplace Act.

6. **Lobbying**

☒ By checking this box, Consultant certifies it shall refrain from all lobbying activities if such activities involve the use of any funds that are subject to this contract or any other funds, programs, projects or activities that flow from this contract.

7. Procurement and Conflict of Interest:

- ☒ **By checking this box** Consultant certifies that it has an active and enforced procurement and conflict of interest policy that is consistent with the provision 40 CFR 30.42 Codes of Conduct and 2 CFR 200.318(c)(1). Subrecipient also certifies that, to the best of Subrecipient's knowledge, (1) all financial disclosures will be made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy, and (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with Subrecipient's conflict of interest policy prior to the expenditures of any funds under any resultant agreement and within a timely manner sufficient to enable timely financial conflict of interest reporting.

8. Business Classification:

A. **Small Business (SB) Concern:**

- ☐ **is**, ☒ **is not**, a SB concern. A SB concern is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

If Consultant is a SB concern and is not the manufacturer of the supplies offered, it also represents that all supplies to be furnished hereunder

- ☐ **will**, ☒ **will not**, be manufactured or produced by a SB concern in the U.S., its territories, its possessions or the Commonwealth of Puerto Rico.

B. **Small Disadvantage Business (SDB) Concern:**

- ☐ **is**, ☒ **is not**, a SDB concern. Small disadvantaged business concern, as used in this provision means a small business concern that: 1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly unconditionally owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and 2) has its management and daily business controlled by one or more such individuals. "Joint ventures," ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Registered as State Minority? ☐ **Yes** ☒ **No** If yes, what state? Click or tap here to enter text. What agency? Click or tap here to enter text.

C. **Women-owned Small Business (WOSB) Concern:**

- ☐ **is**, ☒ **is not**, a WOSB concern. A WOSB concern, as used in this provision, means a SB that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent is owned by one or more women and whose management and daily business operations are controlled by one or more women.

D. **HUB Zone:**

- ☐ **is**, ☒ **is not**, small business concern which operated in Historically Underutilized Business Zones. Through the HUBzone Empowerment Contracting program, federal contracting opportunities are provided for qualified small businesses located in distressed areas.

E. **Veteran Owned Small Business (VOSB):**

- ☐ is, ☒ is **not** a small business that (i) is at least 51% unconditionally owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans, and (ii) whose management and daily business operations are controlled by one or more veterans.

F. **Service Disable Veteran Owned Small Business (SDVOSB):**

- ☐ is, ☒ is **not** a small business that : (i) is at least 51% unconditionally owned by one or more service-disabled veterans with a disability that is service connected, or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more service-disabled veterans; and (ii) whose management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

I hereby certify that the above information is true and correct to the best of knowledge. I further certify that I am not related to (or am not an immediate family member by marriage) or employed, by RCAC, their employees, or the RCAC Board of Directors.

Signed: Debra Lucero Date: 01/31/2024

Name: Debra Lucero

Title: County Administrative Officer (CAO)

Company Name: County of Plumas

Address: 520 Main St, Room 309, Quincy, CA 95971

Phone: 530-283-6446

Fax: 530-283-6288

ATTACHMENT D

RCAC Grant Agreement with
US Department of Housing
and Urban Development

Assistance Award/Amendment

U.S. Department of Housing and
Urban Development
Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number B-22-RCB-RCA-01	4. Amendment Number	5. Effective Date of this Action	6. Control Number
7. Name and Address of Recipient Rural Community Assistance Corporation 3120 Freeboard Dr Ste 201 West Sacramento, CA95691-5010		8. HUD Administering Office CPD Office of the DAS for Operations 451 7 th Street, SW Room 7128 Washington, DC 20410-7000	
		8a. Name of Administrator Moriel-Elorm K. Tchaou	8b. Telephone Number (202) 402-7077
10. Recipient Project Manager Julia Helmreich (916)-447-2878		9. HUD Government Technical Representative Moriel-Elorm K. Tchaou	
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office CFO Accounting Center, 801 Cherry St., Unit #45, Suite 2500, Fort Worth, TX 76102	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount \$0		15a. Appropriation Number FY 21 86-0176 2021/2023 FY22 86-0176 2022/2024	
HUD Amount this action \$2,325,000.00		15b. Reservation number B-22-RCB-RCA-01	
Total HUD Amount \$2,325,000.00		Amount Previously Obligated \$0	
Recipient Amount \$ 465,000.00		Obligation by this action \$2,325,000.00	
Total Instrument Amount \$2,790,000.00		Total Obligation \$2,325,000.00	

216 Description

Through funding of national organizations with expertise in rural housing and community development, the Rural Capacity Building (RCB) program enhances the capacity and ability of local governments, Indian tribes, housing development organizations, rural CDCs and CHDOs, to carry out the community development and affordable housing activities that benefit low- and moderate-income families and persons in rural areas.

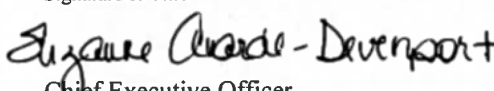

The grantee has voluntarily committed 20.00% of their grant, \$465,000.00, in leverage (cost sharing) from private resources to support this FY 2021/2022 RCB grant award.

This instrument sets forth the agreement between parties as to all performance, and consists of the following:

1. HUD-1044
2. Grant Agreement
3. Grantee's Application Package as described in Grant Agreement paragraphs 1 and 6

TIN: 94-2512284

UEI: CU36CMXU32A1

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Suzanne Anarde		20. HUD (By Name) Marion M. McFadden	
Signature & Title  Chief Executive Officer	Date (mm/dd/yyyy) 08/22/2023	Signature & Title  Principal Deputy Assistant Secretary for Community Planning and Development	Date (mm/dd/yyyy) 8/8/23

form HUD-1044 (8/90)
ref Handbook 2210.17

**FY 2021/2022 RURAL CAPACITY BUILDING FOR
COMMUNITY DEVELOPMENT AND AFFORDABLE HOUSING PROGRAM (RCB)
RCB ASSISTANCE LISTING NUMBER 14.265
GRANT AGREEMENT(FR-6600-N-08): B-22-RCB-RCA-01**

This Agreement is made by and between the United States Department of Housing and Urban Development (“HUD”) and the Rural Community Assistance Corporation RCAC (“Grantee”).

1. Background. This Agreement is authorized by authorized by the Consolidated Appropriations Act, 2021 (Public Law 116-260, approved on December 27, 2020) and Consolidated Appropriations Act, 2022 (Public Law 117-103, approved on March 15, 2022)” (defined as the “Act” in this Agreement). Pursuant to the Act, HUD published the FY 2021/2022 Rural Capacity Building for Community Development and Affordable Housing Grants NOFO (Docket Number FR-6600-N-08) (defined as the “NOFO” in this Agreement). The NOFO sets forth the terms and conditions under which applicants could apply for and receive Rural Capacity Building for Community Development and Affordable Housing grants (“RCB Grants”). The package of materials submitted by the applicant in response to the NOFO and any materials submitted in response to the revised application budget request, are collectively defined as the “Application”. The Grantee has successfully applied for a RCB Grant. This Agreement sets forth the terms and conditions applicable to this federal award.

2. Grant Award. By executing this Agreement, HUD agrees, subject to the terms of this Agreement, to provide RCB Grant funds to the Grantee in the amount of \$2,325,000.00.

3. Eligible Activities. Grant funds shall be used in accordance with the eligible activities set forth under the Act and the NOFO. In the FY 2021/2022 NOFO, eligible activities are described in Section III.F. Grant funds shall be used for eligible activities described in the Grantee’s RCB application and under the Action Plan (see paragraph 7), as approved by HUD.

2 CFR Part 200. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, as may be amended from time to time.

4. Program Requirements. This Agreement is subject to the Act, the NOFO, and all regulations, laws and policies required in the NOFO. The Application, including assurances and certifications, approved Action Plan, and other information or documentation necessary to meet award conditions, are hereby incorporated into this Agreement.

5. Grant Performance Period. The period of performance starts on the effective date of this Agreement and ends 48 months from that date. The Grantee must expend all RCB grant funds within the period of performance, which is 48 months from the effective date of this agreement. See also 2 CFR 200.1.

Rural Capacity Building for Community Development and Affordable Housing
FY 2021/2022 Grant Agreement
B-22-RCB-RCA-01

6. Modification of Application Budget prior to Grant Award. For applicants who received grant awards that were less than the award amount they requested, HUD required the submission of a revised application budget. HUD reviewed and approved the budget prior to the execution of this grant agreement and the revised application budget and accompanying narrative is considered part of the package of documents collectively referred to as the “Application”.

7. Grants Management System. The Grantee will use HUD’s Disaster Recovery Grant Reporting (DRGR) system to complete the following grants management activities: create/modify/submit the Action Plan, submit drawdown voucher(s), and create/submit semi-annual reports. The Action Plan and associated Action Plan activities serves as the grantees implementation plan for delivering the work outlined in the awarded application. The Action Plan will be submitted to HUD for review and approval through the DRGR Action Plan module. RCB Grant fund disbursements for approved Action Plan activities will be submitted through the DRGR Drawdown module. Semi-annual reports will be submitted to HUD for review and approval in the DRGR Reporting (QPR) module.

8. Timing and Approval of Action Plan Activities for Grant Fund Expenditures and Drawdowns.

- a. The Grantee may not expend or draw funds against the Application budget before the Application budget is incorporated into a HUD approved Action Plan. During the Action Plan development phase, Grantees may be allowed to incur costs which would have been allowable if incurred after the date of the Action Plan approval if they obtain prior written approval from HUD to incur such costs.
- b. All Action Plan activities must be prepared in accordance with the guidance issued by HUD with the inclusion of all necessary and relevant components. If an Action Plan activity submission is deemed insufficient, then a HUD designee will reject the Action Plan activity in DRGR and send required revisions to the Grantee.
- c. All Action Plan activities must have a completed environmental review in accordance with 24 CFR Part 50 before HUD can complete the approval process in DRGR.
- d. Action Plan activities may be amended at any time during the period of performance with prior HUD approval. This may be done by revising the approved Action Plan activities in DRGR, and submitting the updated Action Plan for HUD approval.
- e. The RCB Grant must be entirely committed to approved Action Plan activities before 36 months from the effective date of this Agreement.
- f. All requests for reimbursement for eligible expenditures incurred within the 48-month grant term from approved Action Plan activities must be submitted no later than 120 days following the last day of the performance period.

9. Grant Fund Drawdown and Payment. The Grantee will be paid on a reimbursement basis provided the Grantee minimizes the time elapsing between transfer of the grant funds and disbursement for project purposes and follows the requirements of 2 CFR Part 200.305. A request by the Grantee to draw down grant funds through the DRGR system constitutes a representation by the Grantee that it and all participating parties are complying with the terms of this Agreement.

10. Pre-award Costs and Fees

a. Notwithstanding any other provision of this Agreement, Grantees may not collect funds for activities performed prior to the effective date of this RCB Grant (see date in Block 5 of the Assistance Award Form (HUD-1044)). In rare cases, pre-award costs may be incurred prior to the effective date of the RCB Grant only to the extent that such costs would have been allowable if incurred after the date of the award and only with prior written approval from HUD to incur such costs (2 CFR 200.458).

b. Mandatory fees, interest, and profit are prohibited under this RCB Grant, and the prohibition on mandatory fees, interest, and profit applies to leverage funds.

11. Program Income. Program income derived during the performance period as a result of the grant shall be added to funds under the Agreement for additional activities eligible for assistance under the Agreement. The Grantee shall identify the use of program income through incorporation into a new or existing Action Plan activity and report program income in its semi-annual reports. Repayments on loans during the period of performance are considered program income. Grantees must expend program income before requesting additional cash payments from its award.

12. Leverage Commitment. In the application, the Grantee committed to a calculated leverage commitment as a percentage of the requested grant amount of 20.0%. Based on the approved grant amount for this award, and the percentage of leverage committed in the application, the Grantee is responsible for \$465,000.00 in leveraged resources. All leverage commitments must be associated with a specific DRGR activity, documented in DRGR and in semi annual and closeout reports, and meet the requirements in Section III.C of the NOFO, in Section 10.a-b of this grant agreement, and of cost-sharing in 2 CFR Part 200.

13. Indirect Cost Rate. If grant funds will be used to pay indirect costs pursuant to 2 CFR part 200, subpart E, Grantee must attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule must identify the Grantee that will carry out activities with Grant funds, the indirect cost rate for the Grantee (including if the de minimis rate is charged per the requirements in 2 CFR part 200, as may be amended from time to time), and the direct cost base to which the rate will be applied. Grantee may not include indirect cost rates for affiliates.

Administering Grantee	Indirect cost rate %	Direct Cost Base

The Recipient must notify HUD upon any change in the Recipient's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement if necessary, to reflect the change.

14. Award Implementation and Semi-Annual Reporting.

- a. The Grantee agrees to carry out approved Action Plan activities in a timely manner and otherwise in compliance with this Agreement. The Grantee agrees to assure, and to accept responsibility for, compliance by any other entities to which it makes grant funds available, or which it otherwise allows to participate in, the DRGR activities covered by this Agreement.
- b. The Grantee agrees to enforce compliance by any sub-grantees, sub-recipients, or sub-contractors with the terms of this Agreement. The sub-grant agreement shall commit the sub-grantee, sub-recipient, or sub-contractor to comply with the terms of this Grant Agreement.
- c. The Grantee shall comply with the performance reporting requirements set forth in this Agreement and the NOFO. In addition, each semi-annual report submission shall be constructed in alignment with the reporting guidance provided by HUD and in alignment with the requirements in 2 CFR 200.238. Semi-annual reports will undergo review and approval by a HUD designee. If a semi-annual report submission is deemed insufficient then the HUD designee will reject the report in DRGR and send an explanation of required revisions to the Grantee.
- d. Grantee shall submit semi-annual reports in DRGR indicating RCB program outputs and outcomes achieved against those proposed in the Grantee's Application and Action Plan activities. Grantees are required to include completed SF-425s in DRGR.
- e. Reports shall be submitted within 30 days after the reporting period end date. Reports will be submitted in DRGR and due dates will be based on the federal fiscal year calendar.

15. Agreement Amendments. Amendments to this Agreement require prior written approval from HUD. To request an amendment to this agreement, an authorized official of the Grantee must submit a written request describing the nature of amendment and justification for the request, along with the specific section and page number of the Agreement to be amended.

16. Record Keeping. The Grantee shall at all times maintain an up-to-date copy of its Application and Agreement, including all amendments approved by HUD, plus their approved

revised application budget. Grantee shall also maintain copies of Action Plans, all drawdowns, deposits and expenditures of grant funds, and any other records required by 2 CFR Part 200, in its files and available for audit or inspection by authorized representatives of HUD.

17. Close-Out. Close-out of this RCB Grant shall be subject to 2 CFR Part 200 and any additional guidance or instructions provided by HUD. Consistent with the requirements in 2 CFR Part 200, the Grantee shall submit, no later than 120 days following the last day of the performance period or at the completion of the award, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the award. The Grantee shall provide to HUD the following, in the format(s) approved by HUD:

- a. A certification of grant completion;
- b. A certification of compliance with all requirements of the Grant Agreement;
- c. A final financial status report of the amount and types of costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR Part 200 as applicable, including the "necessary and reasonable" standard), a certification of the costs, and the amounts and sources of other program funds;
- d. A final performance report in DRGR providing a comparison of actual accomplishments with each of the program goals indicated in the approved application, the reasons for slippage if established goals were not met, and additional pertinent information including explanation of significant budget slippages;
- e. A summary of leverage contributions.
- f. A completed property statement; and
- g. A completed inventions, patents, and copyright statement.

18. Defaults; Remedies. A default under this Agreement shall consist of using grant funds other than as authorized by this Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Agreement; any other material breach of this Agreement; or any material misrepresentation, which, if known to HUD, would have resulted in the RCB Grant not being provided. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause if the Grantee has failed to comply with the terms, conditions, standards, or provisions of the RCB Grant. Additional remedies are available and described in further detail in 2 CFR 200.339 such as disallowing costs and activities using suspension or debarment proceeds and withholding further awards. Nothing in this paragraph shall limit any remedies otherwise

available to HUD in the event of default. The grant may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

19. Binding Agreement. This Agreement is binding with respect to HUD in accordance with its terms upon execution by HUD in the space provided below, subject to execution on behalf of the Recipient.

The undersigned, as authorized officials on behalf of HUD and the Grantee, have executed this RCB Capacity Building for Community Development and Affordable Housing Grant Agreement, which shall be effective as of the date execution hereof.

ATTACHMENT: Revised FY 2021/2022 RCB program budget.

UNITED STATES OF AMERICA

Department of Housing and Urban
Development

By:



Marion M. McFadden
Principal Deputy Assistant Secretary
for Community Planning and
Development

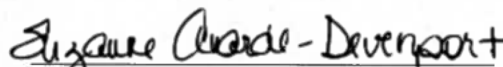
8/8/23

Date

GRANTEE

Rural Community Assistance Corporation
(RCAC)

By:



Suzanne Anarde
Chief Executive Officer

08/22/2023

Date

Building Rural Economies

Through the Building Rural Economies (BRE) program, RCAC works with local partner organizations to train leaders and entrepreneurs; conduct asset mapping and value chain analysis; facilitate networking among entrepreneurs; plan economic development strategies; and support business expansion and development. When developing a new partnership with a local organization, RCAC assists in hiring a Community Coordinator (CC) or identifying an existing employee to fill the position. The CC then: serves as the primary contact for the local partner organization and connects with local businesses and community groups committed to improving and strengthening the economic and business environment in the community. Currently, BRE supports 20 communities in eight states to successfully create new businesses and jobs.

Year one

- Use the BRE Community Assessment Form to analyze and verify the type(s) of capacity building training and TA needed by the three eligible beneficiaries selected to participate in the HUD RCB-22 Cohort prior to application submission. RCAC will work with these Cohort Members in Newcastle, WY; on the Spokane Reservation in WA; and in Plumas County, CA.
- Use the BRE Community Assessment Form to analyze the type(s) of capacity building training and TA needed by at least three additional prospective HUD RCB-22 Cohort participants and determine each potential participants readiness to participate in the BRE program.
- Select two additional eligible beneficiaries to join the HUD RCB-22 Cohort, making a total of five Cohort Members. Likely additional Cohort Members include Spruce Root Community Development in Juneau, AK and San Juan County Economic Development in Monticello, UT.
- Create a Subagreement and Task Order with each Cohort Member that will enable RCAC to pass through \$75,000 in subgrant funds over three years. Cohort Members will use the funds to hire/employ a CC who: serves as the primary contact for the Cohort Member; is the focus of RCAC's capacity building efforts during the HUD RCB-22 project period; and works alongside RCAC trainers and TA providers. Cohort Members will be required to commit at least 20% leverage for the subgrants.
- Provide TA as needed to support Cohort Members in executing and fully implementing Subagreements Task Orders and Work Plans. Common types of TA include financial training, updating organizational policies and procedures, and/or sustainability planning.
- Develop a three-year work plan with each Cohort Member (that includes a schedule of milestones) outlining capacity building training and TA provided during the HUD RCB-22 project period and CC responsibilities.
- Providing capacity building training/TA to Cohort Members on board development; capital campaign execution; strategic action planning; fundraising; and sustainability planning (as needed) to increase the local partner organization's internal capacity to lead comprehensive community economic development activities and/or work with entrepreneurs starting and expanding businesses in the community they serve.

- Provide capacity building training/TA to Cohort Members and CCs on various comprehensive community economic development and entrepreneurship development topics, including: asset evaluation; using value chains to frame economic opportunities; resource identification; fundraising; capital campaign execution; feasibility and market analysis; business planning; and business plan development.
- Collaborate with Cohort Members and CCs to conduct outreach and marketing to recruit community members to participate in workshops, training, and TA.
- Conduct a webinar for all HUD RCB Cohort Members on a topic relevant to -and aligned with- their collective capacity building needs.
- Create an initial bi-annual resource newsletter for all HUD RCB Cohort Members that highlights funding for economic development activities and work with entrepreneurs, features information on relevant capacity building topics, and showcases success stories.
- Begin planning and preparing for an on-site (*location TBD*) Cohort Convening that will bring the five HUD RCB-22 Cohort Members together to learn, network and share strategies for Work Plan execution. HUD RCB-20 Cohort Members will also be invited to attend for a total of up to eight participating organizations.
- Collect data needed for regular program updates with HUD representatives and semi-annual reporting. As part of this process, RCAC will conduct quarterly interviews with each Cohort Member and CC to evaluate outputs, outcomes, and progress toward Work Plans deliverables.
- Execute program evaluation and reporting.

Year 2

- Continue providing training/TA to Cohort Members and CCs; *see above*
- Begin conducting ROCE-based, SGR-based, and/or RCAC Leadership workshops in each community. During this process, each CC will receive coaching that builds the Cohort Member's capacity to conduct the workshops independently in the future.
- Conduct two additional webinars for all HUD RCB Cohort Members; *see above*.
- Publish two additional bi-annual resource newsletters; *see above*.
- Facilitate the initial in-person Cohort Convening. The convening will provide capacity building training based on the collective needs of Cohort Members, identify emerging trends in comprehensive community economic and entrepreneurship development, and provide opportunities for networking and peer-to-peer learning.
- Program evaluation and reporting; *see above*.

Year 3

- Complete all ROCE-based, SGR-based, and/or RCAC Leadership workshops; *see above*
- Continue providing training/TA to Cohort Members and CCs; *see above*.
- Conduct two additional webinars for all HUD RCBG Cohort Members; *see above*.
- Publish two additional bi-annual resource newsletters; *see above*.
- Plan and facilitate a virtual Cohort Convening; *see above*.
- Program evaluation and reporting; *see above*.

Year 4

- Continue providing training/TA to Cohort Members and CCs; *see above*.

- Conduct a final webinar for all Cohort Members and CCs; *see above*.
- Publish two additional bi-annual resource newsletters; *see above*.
- Plan and facilitate a final in-person Cohort Convening that includes the evaluation of outcomes achieved and a summation of accomplishments during the HUD RCB-22 project period. Evaluation metrics will include local partner organizations new and/or increased capacities with qualitative and quantitative assessments, including the eight forms of capital listed below:
 - 1) Built capital: Main Street businesses; community facilities
 - 2) Individual assets: health and well-being of community members
 - 3) Financial capital: resources brought into and leveraged within communities
 - 4) Social capital: new partnerships and collaborations – inclusivity
 - 5) Natural capital: protection of and investment in the natural environment
 - 6) Intellectual capital: new skills and capacities
 - 7) Cultural capital: attributes specific to each community, and how they are leveraged, preserved, and connected to economic opportunity
 - 8) Political capital: political influence cultivated or expanded leading to improved quality of life
- Produce two video success stories that showcase BRE's HUD RCB-22 capacity building work and the outcomes achieved in partnership with Cohort Members.
- Complete the grant closeout process.

BRE Schedule

	Year 1				Year 2				Year 3				Year 4			
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
<i>Building Rural Economies</i>																
Use the existing community assessment form to analyze/verify the capacity building training and TA needs of three pre-selected Cohort Members	X	X														
Use the existing community assessment form to analyze the capacity building training and TA needs and readiness of three prospective Cohort Members	X	X														
Select two additional Cohort Members		X	X													
Provide TA to each Cohort Member (as needed) during the Subagreement and Task Order development process.		X	X													
Execute Subagreements and Task Orders with each Cohort Member		X	X													
Cohort Members hire/designate CCs			X	X												

Develop three-year work plans with each Cohort Member that include schedules of milestones			X	X															
Provide capacity building training/TA to Cohort Members and CCs on comprehensive community economic development and/or entrepreneurship			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Conduct outreach and marketing for ROCE-based, SGR-based, and/or RCAC Leadership workshops in each community			X	X	X	X	X												
Conduct ROCE-based, SGR-based and/or RCAC Leadership workshops in each community				X	X	X	X	X	X	X	X								
Conduct webinars for Cohort Members			X		X		X		X		X			X					
Publish bi-annual resource newsletters				X		X		X		X		X			X		X		X
Plan & Prepare for Cohort Convenings				X	X				X	X						X	X		
Facilitate Cohort Convenings					X					X							X		
Produce two video success stories that showcase capacity building outcomes																	X	X	
Complete grant closeout																			X

Development Solutions

The goal of RCAC's Development Solutions programs is to increase the capacity of eligible beneficiaries to plan and implement affordable housing development activities that benefit low-income persons in communities throughout the rural West.

Due to the reduction in funding, the Development Solutions team will now provide practical, comprehensive, and intensive skill training in affordable housing development to at least six eligible beneficiary partners during the four-year project period. As needed and requested, TA and training will be offered to assist developers with any combination of the following affordable housing types:

- Mobile home parks
- Rental housing preservation and recapitalization/rehabilitation
- Rental housing new construction
- Farmworker housing
- Single-family subdivisions – rental or homeownership, manufactured housing

RCAC has identified two Development Solutions beneficiaries - NeighborWorks Umpqua in Oregon and Community Chest in Nevada to receive project feasibility analysis TA and training. Both are pursuing affordable housing projects that lie in areas identified as disadvantaged by the CEJST. Through our selection process, RCAC will identify four additional beneficiaries for

project feasibility analysis. A total of three of these six organization will be selected for comprehensive ongoing TA.

We have reduced the amount of passthrough funds to \$20,000 and will assist one to two beneficiaries with that funding. The activity budget was further reduced by reducing staff hours devoted to assisting beneficiaries and by reducing travel costs and number of trips.

Development Solutions Activities

Years 1 – 4

- Confirm two identified beneficiaries, identify an additional four and conduct assessments
- Provide TA and training for project feasibility assessment
- Provide TA and training on housing project financing
- Provide a total of \$20,000 in sub-grants across one to two beneficiaries to assist with housing project predevelopment costs
- TA and training for predevelopment/development including design, site development and construction
- TA and training for post-construction activities including rent-up and asset management
- Organizational capacity development including financial management and board training

Development Solutions Schedule

	Year 1				Year 2				Year 3				Year 4			
	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
<i>Development Solutions</i>																
Select affordable housing developers	X	X			X	X			X	X						
TA for project feasibility analysis		X	X	X		X	X	X		X	X	X	X			
Organizational capacity building TA	X	X	X	X	X	X	X	X	X	X	X	X	X			
Pre-development and development TA			X	X	X	X	X	X	X	X	X	X	X	X	X	
Close Out																X

Planned Outputs and Outcomes

General Outputs	BRE	Development Solutions	Total
Individuals served	40	6	46
RHDOs, CDCs, CHDOs, local governments & Indian Tribes served	8	6	14
HUD Regions served	3	2	5
States served	7	2	9
Training & Education Outputs			
Web-based engagements/trainings offered	6	2	8
In-person engagements/trainings offered	30	6	36
Attendees at each engagement/training offered (average number)	10	5	15
Peer-to-peer learning events	3		3
Attendees at each peer-to-peer learning event	12		
Publications created	7		7
Curricula developed	-	1	1
Financial Assistance Outputs			
Number of sub-grants awarded	5	1	6
Dollar amount of sub-grants awarded	\$375,000	\$20,000	\$395,000
Organizations receiving financial assistance	5	1	6

Planned Outcomes

Organizations newly accessing or expanding Federal funding	5	1	6
Dollar amount of new or expanded federal funding received	\$450,000	\$100,000	\$550,000
Dollar amount of non-HUD funding leveraged for housing	-	\$200,000	\$200,000
New community partnerships developed	15	-	15
Jobs created	40	-	40
Housing units in development	-	15	15
Housing units created, preserved, repaired or rehabilitated	-	5	5
Businesses assisted	30	-	30
Business created	10	-	10

Budget Narrative

Personnel: This category reflects salaries for activity delivery costs for the two programs. RCAC budgets and tracks hours by task. The positions in this category include rural development specialists, program managers and directors. Others involved with the activity delivery include Events and Communications staff and administrative staff members. This line item includes the salary related to the planning and delivery of training and TA in the BRE and Development Solutions programs. This includes salary for the on-site training and web-based training, on-site TA, and remote TA spread over four years in accordance with the program timelines. Each staff person is listed with their average hourly wage for the four-year grant period and the estimated hours to be worked. The total salary is split between RCB grant funds and leverage funds.

Fringe Benefits: RCAC's fringe benefits include FICA and Medicare, worker's compensation, health, vision, life, disability and dental insurance, retirement, holidays, and paid time off. The fringe benefit expense is pooled for all staff and then prorated based on salary in each of the four years. The total fringe is split between RCB grant funds and leverage funds.

Travel: Travel costs include airfare, ground transportation and per diem (lodging and meals). All travel costs will meet the federal per diem guidelines. Staff do not receive reimbursement for local car rental or mileage except as part of approved trips. The travel is split by year based on activities in the timeline and includes travel to the in-person group trainings and travel to the communities/participating organizations to conduct trainings and TA on-site. The total travel is split between RCB grant funds and leverage funds.

Equipment: RCAC does not anticipate purchasing equipment over \$5,000 for proposed activities.

Supplies: This line reflects the cost of supplies specifically needed to conduct BRE workshops.

Contractual/Consultants: This line item includes hiring contractors to supplement RCAC Development Solutions staff skills as outlined in rating factor four. RCAC has included estimates of hours to be worked for two contractors at \$135/hour. All contractors procured must have hourly rates that comply with the Contractor and Subrecipient Rate Determination in IV.F of this NOFO. RCAC anticipates \$14,040 in contractor expenses or 104 hours, which represents 2% of the total DS budget, and 1.6% of hours for proposed Development Solutions program activities. The total contractor charge is allocated to RCB grant funds.

Financial Assistance to Beneficiaries: The two beneficiaries receiving ongoing TA from Development Solutions will each receive financial assistance in the form of a grant for predevelopment expenses such as third-party studies and architectural and engineering costs that will move their affordable housing project forward. RCAC estimates \$10,000 each for the two beneficiaries. RCAC will offer \$125,000 per year in sub-awards to BRE communities to support the Community Coordinator's position. The sub-awards will be made over the course of three years, \$25,000 per year for each of the five communities. RCAC will require leverage from each community of 20% of the sub-agreement for each year. The total funds to be leveraged by the communities equal \$75,000.

Other

Postage, Printing, Training Costs, Licenses, Recruiting Costs: Expenses specific to the training and TA carried out are captured here including printing and copying of training materials and shipping of training materials. Costs to contract with training facilities are included here including room rental, audio-visual rental, and access to virtual meeting places. This category

will cover the annual fee for an online training platform that includes tools and resources for the community coordinators to support their ability to work with local entrepreneurs.

Indirect Costs: Indirect costs are those expenditures that benefit all programs undertaken by RCAC as a corporation and cannot be directly charged to a specific funding source or program. These costs are allocated across all funding sources based on a negotiated indirect cost rate (NICRA). RCAC's currently approved indirect cost rate is 32.00 percent. An approved NICRA letter from the cognizant agency, USDA Rural Housing Service, is attached.

Multi-Year Grant Budget

U.S. Department of Housing and Urban Development Office of Community Planning and Development

OMB Approval No.2506-0195
(exp. 07/31/2022)

Applicant/Grantee Name: Rural Community Assistance Corporation
Submission Date: 30-Jun-23
Grant: FY 2021-2022 Rural Capacity Building for Community Development and

Expense	Year 1	Year 2	Year 3	Year 4	Grant Subtotal	Leverage	Match	Other Funding	Total	Years 1-4
AWARD GRAND TOTAL	\$ 332,382.00	\$ 717,569.00	\$ 650,341.00	\$ 624,708.00	\$ 2,325,000.00	\$ 465,000.00	\$ -	\$ -	\$ 2,790,000.00	
1. Grant Administration										
a. Personnel (Direct Labor)	\$ 32,161.00	\$ 25,032.00	\$ 26,533.00	\$ 38,528.00	\$ 122,254.00	\$ 126,901.00			\$ 249,155.00	
Assist. Director (1176 hrs. @ \$61.80)										
Manager II (800 hrs. @ \$56.51)										
Manager (2,130 hrs. @ \$50.42)										
Analyst (400 hrs. @ \$37.63)									\$ -	
b. Fringe Benefits	\$ 15,116.00	\$ 11,765.00	\$ 12,471.00	\$ 18,108.00	\$ 57,460.00	\$ 59,644.00			\$ 117,104.00	
c. Travel for Admin					\$ -				\$ -	
d. Equipment					\$ -				\$ -	
e. Supplies					\$ -				\$ -	
f. Contractual/Consultants					\$ -				\$ -	
g. Financial Assist. to Beneficiaries					\$ -				\$ -	
Subtotal	\$ 47,277.00	\$ 36,797.00	\$ 39,004.00	\$ 56,636.00	\$ 179,714.00	\$ 186,545.00		\$ -	\$ 366,259.00	
h. Indirect Costs (32%)	\$ 15,128.00	\$ 11,775.00	\$ 12,481.00	\$ 18,123.00	\$ 57,507.00	\$ 59,694.00			\$ 117,201.00	
Total	\$ 62,405.00	\$ 48,572.00	\$ 51,485.00	\$ 74,759.00	\$ 237,221.00	\$ 246,239.00		\$ -	\$ 483,460.00	
2. Work Plan Activity/Project: Development Solutions										
a. Personnel (Direct Labor)	\$ 59,250.00	\$ 62,650.00	\$ 66,032.00	\$ 55,675.00	\$ 243,607.00	\$ 48,679.00			\$ 292,286.00	
Assist. Director (1,410 hrs. @ \$61.80)										
Manager II (952 hrs. @ \$56.51)										
Manager (1,300 hrs. @ \$50.42)										
RDS (1900 hrs. @ \$37.63)										
Specialist (400 hrs. @ \$36.30)										
b. Fringe Benefits	\$ 27,848.00	\$ 29,446.00	\$ 31,035.00	\$ 26,167.00	\$ 114,496.00	\$ 22,879.00			\$ 137,375.00	
c. Travel	\$ 4,000.00	\$ 5,400.00	\$ 3,615.00	\$ 2,631.00	\$ 15,646.00	\$ 10,000.00			\$ 25,646.00	
d. Equipment					\$ -				\$ -	
e. Supplies					\$ -				\$ -	
f. Contractual/Consultants	\$ -	\$ -	\$ 6,750.00	\$ 7,290.00	\$ 14,040.00				\$ 14,040.00	
Consultant 1 (52 hrs. @ \$135/hr)					\$ -				\$ -	
Consultant 2 (52 hrs. @ \$135/hr)					\$ -				\$ -	
g. Financial Assist. to Beneficiaries	\$ -	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 20,000.00				\$ 20,000.00	
Other (Postage, Printing, Other Training Costs, Dues & Subscriptions)					\$ -				\$ -	
Subtotal	\$ 91,098.00	\$ 102,496.00	\$ 117,432.00	\$ 96,763.00	\$ 407,789.00	\$ 81,558.00		\$ -	\$ 489,347.00	
i. Indirect Costs (32%)	\$ 29,151.00	\$ 32,799.00	\$ 37,578.00	\$ 30,964.00	\$ 130,492.00	\$ 26,698.00			\$ 156,590.00	
Total	\$ 120,249.00	\$ 135,295.00	\$ 155,010.00	\$ 127,727.00	\$ 538,281.00	\$ 107,656.00		\$ -	\$ 645,937.00	
3. Work Plan Activity/Project: Building Rural Economies										
a. Personnel (Direct Labor)	\$ 69,000.00	\$ 146,000.00	\$ 135,000.00	\$ 125,000.00	\$ 475,000.00	\$ 20,760.00			\$ 495,760.00	
Director (176 hrs. @ \$85.20)										
Assist. Director (120 hrs. @ \$61.80)										
Manager II (288 hrs. @ \$56.51)										
Manager (2,322 hrs. @ \$50.42)										
RDS (8,269 hrs. @ \$37.63)										
Analyst (356 hrs. @ \$37.63)										
Specialist (260 hrs. @ \$36.30)										
b. Fringe Benefits	\$ 32,430.00	\$ 68,620.00	\$ 63,450.00	\$ 58,750.00	\$ 223,250.00	\$ 9,757.00			\$ 233,007.00	
c. Travel	\$ 10,000.00	\$ 50,000.00	\$ 35,000.00	\$ 33,718.00	\$ 128,718.00	\$ 40,903.00			\$ 169,621.00	
d. Equipment					\$ -				\$ -	
e. Supplies	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 7,000.00	\$ 1,000.00			\$ 8,000.00	
f. Contractual/Consultants					\$ -				\$ -	
g. Financial Assist. to Beneficiaries	\$ -	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 375,000.00				\$ 375,000.00	
Other (Postage, Printing, Other Training Costs, Dues & Subscriptions)										
Subtotal	\$ 113,430.00	\$ 404,320.00	\$ 366,550.00	\$ 350,168.00	\$ 1,234,468.00	\$ 84,170.00		\$ -	\$ 1,318,638.00	
i. Indirect Costs (32%)	\$ 36,298.00	\$ 129,382.00	\$ 77,296.00	\$ 72,054.00	\$ 315,030.00	\$ 26,935.00			\$ 341,965.00	
Total	\$ 149,728.00	\$ 533,702.00	\$ 443,846.00	\$ 422,222.00	\$ 1,549,498.00	\$ 111,105.00		\$ -	\$ 1,660,603.00	
4. Work Plan Activity/Project:										
a. Personnel (Direct Labor)					\$ -				\$ -	
e.g. J. Doe (100 hrs. @ \$40)					\$ -				\$ -	
e.g. L. Sample (2 hrs. @ \$20)					\$ -				\$ -	

Multi-Year Grant Budget (Cont.)

Expense	Year 1	Year 2	Year 3	Year 4	Grant Subtotal	Leverage	Match	Other Funding	Total	Years 1-4
b. Fringe Benefits					\$	-			\$	-
c. Travel					\$	-			\$	-
d. Equipment					\$	-			\$	-
e. Supplies					\$	-			\$	-
f. Contractual/Consultants					\$	-			\$	-
e.g. R. Doe (10 hrs. @ \$45/hr)					\$	-			\$	-
g. Financial Assist. to Beneficiaries					\$	-			\$	-
h. Other (_____)					\$	-			\$	-
Subtotal	\$	-	\$	-	\$	-	\$	-	\$	-
i. Indirect Costs (%)										
Total	\$	-	\$	-	\$	-	\$	-	\$	-

ATTACHMENT E

Scope of work

This Scope of Work details the responsibilities of the Plumas County, the Plumas County Community Coordinator, and Rural Community Assistance Corporation to increase the CC's capacity to undertake work that will promote community and economic development in the Plumas County communities of Chester and Quincy/East Quincy.

Scope of Agreement:

Plumas County Responsibilities:

- Designate or hire one or more individuals to fulfill the role of Community Coordinator (CC) to facilitate and implement Plumas County's work with RCAC related to community economic and entrepreneurship development.
- Provide adequate office space and electronic communications for the CC(s).
- Provide \$15,000 of match funds as leverage for the funds provided by RCAC that support the CC(s) position and function. The leverage funds must support compensation of the CC(s) and/or other expenses in support of the CC function detailed in this Task Order.
- Work with RCAC staff to create a 9-month work plan that supports Plumas County's long-term economic development.
- Submit progress reports to RCAC prior to January 31st, April 30th, July 31st, and October 15th that include: a) an invoice on Plumas County letterhead; b) a narrative description of progress toward the responsibilities, outputs, and outcomes as outlined in the Task Order; and c) justification of expenditures to date of HUD22 RCBG funds and corresponding leverage funds toward the CC's compensation and/or payment of other expenses in support of the CC function detailed in this Task Order.
- Draw Requests/Progress Reports must be submitted timely. Failure to do so may result in non-payment of the draw and cancellation of the Task Order.

Reporting Periods	Start	End	Due by
Quarter 2	January 1 st	March 31 st	April 30 th
Quarter 3	April 1 st	June 30 th	July 31 st
Quarter 4	July 1 st	September 30 th	October 15 th
Quarter 1	October 1 st	December 31 st	January 31 st

Community Coordinator Responsibilities:

- Work with RCAC to review and update the 9-month work plan, as needed, on a quarterly basis.
- The CC, with the assistance of RCAC, will coordinate and co-facilitate the Re-Charge Our Community's Economy (ROCE) workshop series focused on community economic development for the Town of Chester:

- Conduct community outreach and register workshop participants.
- Work with workshop participants on 'action items' between workshop sessions which may include phoning or emailing participants as well as in-person meetings to provide guidance and technical assistance.
- The CC, with the assistance of RCAC, will coordinate and actively co-facilitate community workshops for the Towns of Quincy and East Quincy that focus on implementing the November 2022 Board of Supervisors accepted Recreation Economy for Rural Communities (RERC) Community Action Plan.
- Work with RCAC to maintain the momentum of community economic development activities resulting from the Chester ROCE and Quincy/East Quincy community workshops through coordination, facilitation, and ongoing communication with the individuals and/or groups working to create a better economic future for the region and provide technical assistance for community and County projects and activities.
- Participate in all RCAC-sponsored phone calls and trainings (including the Building Rural Economies Convening) as well as online and/or on-site technical assistance visits as practicable after the workshops.
- Report all relevant project activities and impact information to RCAC quarterly to ensure compliance with Federal grant reporting requirements.
- Goal Outputs & Outcomes:
 1. Develop a 9-month work plan to be updated once a quarter as needed.
 2. Register 30 participants for the ROCE workshop series and 30 participants for the RERC community workshops.
 3. Complete the Chester ROCE Workshop Series and identify at least two community economic development opportunities.
 4. Complete the Quincy/East Quincy RERC community workshops.
 5. Develop action plans for any projects or initiatives resulting from the Chester ROCE or Quincy/East Quincy RERC community workshops.
 6. Identify \$90,000 in new federal funding for community economic development projects related to the Chester ROCE and/or Quincy/East Quincy RERC community workshops.
 7. Through direct or indirect effects of the ROCE Workshops, RERC community workshops, and/or technical assistance assist five (5) existing businesses and support the creation of two (2) new businesses and ten (10) new jobs.
 8. Develop two (2) new regional partners.

RCAC Responsibilities:

- RCAC will reimburse Plumas County \$75,000 (\$25,000 per year for three years) toward compensation of the CC and/or other expenses in support of the CC function

detailed throughout this Task Order.

- Work with Plumas County to complete a 9-month work plan to be reviewed and updated, as needed, on a quarterly basis.
- Work with the CC to facilitate the Chester ROCE Workshop Series and the Quincy/East Quincy RERC community workshops.
- Provide technical assistance to develop action plans and implement projects/initiatives resulting from the Chester ROCE Workshop Series and the Quincy/East Quincy RERC community workshops.
- Provide coaching and hands-on training to the CC(s) through a) phone and/or web-based calls held at a minimum once a month; b) on-site visits; c) training workshops and webinars as needed and as resources are available; and d) email and phone access support for real-time consultations as needed.

ATTACHMENT F

Budget

Plumas County Subrecipient Budget

Line Item	RCAC Subaward Budget	Leverage/Match Budget
Salaries	\$52,520	\$12,000
Fringe	\$13,130	\$3,000
Travel	\$5,500.00	\$0
Supplies	\$2,500.00	\$0
Telephone	\$600.00	\$0
Printing/Copying	\$750.00	\$0
Indirect	\$0	\$0
Total	\$75,000.00	\$15,000.00

Plumas County Subrecipient Budget Justification:

- Salaries: At the Community Coordinator's estimated wage of \$25.26 per hour (before fringe), the subaward and leverage budgets represent 693 hours per year (0.33 FTE) the Community Coordinator will dedicate to activities listed in the RCAC Task Order.

County Coordinator Supervision by County staff, Tracey Ferguson, Planning Director (Rate \$64.11/hour at 125 hours totals ~\$8,000) and Zachary Gately, Grant Manager (Rate \$42.57/hour at 95 hours totals ~\$4,000)

- Fringe: Calculated at 25% of the Salary
- Travel: Reflects travel and attendance at two in-person BRE Convenings (one in 2024 and one in 2026) and local/regional travel in/out of County (e.g., mileage)
- Supplies: Laptop
- Telephone: Cell phone per diem is calculated at \$50/month (per County cellular phone policy) for 36 months (3 years) at 0.33 FTE
- Printing/Copying: Workshops and deliverables
- Indirect: Not applicable (not requesting payment of indirect costs)



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize supplemental budget transfer of \$6,540 from Capitol Improvement Jail Fund, Professional Services #2014152-521900 to Computer Hardware, #2014154-549500 to cover cost of fixed asset computer microwave purchase for new jail facility;(No General Fund Impact) SB844 funds; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer of \$6,540 from Capitol Improvement Jail Fund, Professional Services #2014152-521900 to Computer Hardware, #2014154-549500 to cover cost of fixed asset computer microwave purchase for new jail facility;(No General Fund Impact) SB844 funds; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

A new licensed communication microwave is needed at the new correctional facility in order to provide a communications link from the facility to the Sheriff's Office for radio and computer use. This is necessary for the completion of the jail project.

Action:

Approve and authorize supplemental budget transfer of \$6,540 from Capitol Improvement Jail Fund, Professional Services #2014152-521900 to Computer Hardware, #2014154-549500 to cover cost of fixed asset computer microwave purchase for new jail facility;(No General Fund Impact) SB844 funds; approved by Auditor/Controller; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) SB844 grant funds.

Attachments:

1. Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: CAPITAL IMPROVEMENT JAIL Dept. No: 20141 Date 7/31/2024

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
0096J	20141	521900	PROFESSIONAL SERVICES	6,540.00
Total (must equal transfer to total)				6,540.00

☒ **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	549500	COMPUTER HARDWARE	6,540.00
Total (must equal transfer to total)				6,540.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) TRANSFER TO COVER PURCHASE NEEDED FOR NEW JAIL

B) EXPENSES BUDGETED BUT IN SERVICE & SUPPLY ACCOUNT NOT FIXED ASSET ACCOUNT

C) EXPENSE INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority:

Roni Jowery

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

Martine L. L. L.

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

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

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

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



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Plumas County Sheriff's Office to make a fixed asset purchase for communication microwave for the new jail facility and authorize a non-contract invoice payment to Aviat U.S. Inc, in the amount not to exceed \$6,540.00; (No General Fund Impact) SB844 Grant Funds; discussion and possible action. **Four/Fifths roll call vote.**

Recommendation:

Approve and authorize Plumas County Sheriff's Office to make a fixed asset purchase for communication microwave for the new jail facility and authorize a non-contract invoice payment to Aviat U.S. Inc, in the amount not to exceed \$6,540.00; (No General Fund Impact) SB844 Grant Funds; discussion and possible action. **Four/Fifths roll call vote.**

Background and Discussion:

A new communications microwave is needed for connectivity from the new Correctional Facility to the Sheriff's Office for radio and computer use. This is necessary for the completion of the jail project.

Action:

Approve and authorize Plumas County Sheriff's Office to make a fixed asset purchase for communication microwave for the new jail facility and authorize a non-contract invoice payment to Aviat U.S. Inc, in the amount not to exceed \$6,540.00; (No General Fund Impact) SB844 Grant Funds; discussion and possible action. **Four/Fifths roll call vote.**

Fiscal Impact:

(No General Fund Impact) SB844 Grant Funds

Attachments:

1. Aviat Invoice



200-C Parker Drive
Suite 100A
Austin TX 78728

Remit Address
Aviat U.S., Inc.
PO Box 201173
Dallas TX 75320- 1173
US

Wire Instruction
WELLS FARGO BANK
ABA No 111900659
San Francisco
For Account: Aviat U.S., Inc.
Account Number: 7223020640

Bill To
PLUMAS COUNTY
SHERIFF'S OFFICE
1400 E Main St
Quincy CA 95971
United States

Ship To
Mike Grant
PLUMAS COUNTY SHERIFF'S
OFFICE
1400 E Main St
Quincy CA California 95971
United States

Invoice	
10064263	
Billing Date	Shipping Date
17 JUL 2024	16-JUL-24
Purchase order number	
24-305	
Sales Order	Packing Slip
2523356	
Shipping Reference	Ship Via
1Z2E3A560392486392	
Customer Number	Customer Location
105807	216429
Currency	Freight Term
USD	Prepaid & Bill
Due Date	Sales Person
16 AUG 2024	Kim, Stephen H Steve

Terms	Customer Contact	Contact Phone	Contact Fax
Net Due in 30 Days	Mike Grant	530-2836396	

Line No	PO Line No	Part Number	Description	Qty Shipped	Unit Of Measure	Unit Price	Extended Amount
1		LNK-W48-R001-10G	WTM 4800, 80 GHZ, T-R 10GHz, 81000-86000 TX high, -40 to -57V & 802.3bt PoE	1	EA	486.59	486.59
2		LNK-W48-R001-10G	WTM 4800, 80 GHZ, T-R 10GHz, 71000-76000 TX low, -40 to -57V & 802.3bt PoE	1	EA	486.59	486.59
3		LNK-W48-R001-10G	Network Software License, Type: Application SW, Installed on: Radio, End Use: Capacity & Functionality License, WTM4000 Base License, inc CLI & GUI, IPv4 or IPv6, VLANs, 10Mbps	2	EA	486.59	973.18
4		LNK-W48-R001-10G	WTM 4000 Radio Throughput License 10.0 Gbps	2	EA	486.59	973.18
5		LNK-W48-R001-10G	SFP Module, Type: SFP+, Interface: LC/LC, Distance: 1.4 Km, Wavelength: 1310 nm, Speed: 10 GBps, SMF, LR/LW, -40 to 85C	2	EA	486.59	973.18
6		LNK-W48-R001-10G	ANTENNA, 80 GHZ, 0.3 M (1FT), COMPACTLINEEASY, UHP (GT1R- RECTANGULAR INTERFACE), DIRECT MOUNT, PARABOLIC (STD: WHITE), 71 - 86 GHZ, RADOME (STD: WHITE), SINGLE POL., ETSI, CLASS III, FCC PART101, SINGLE PIECE REFLECTOR, 320 KMPH, 250 KMPH	2	EA	486.59	973.18
7		LNK-W48-R001-10G	WTM 4000 Adaptive Modulation License up to 1024 QAM	2	EA	486.59	973.18
8		STORE-FREIGHT	TRANSPORT FREIGHT COMPENSATION	1	EA	277.30	277.30

Tax Code	Taxable Amount	Taxable Amount%	Tax Rate%	Tax Extended Amount
Tax	5,839.08	95.466	7.25	423.33

Sub Total: 6,116.38
Tax : 423.33
Shipping : 0.00

Total: 6,539.71

For additional questions regarding this invoice, please contact billing representative Natalie Lara at +1 210-526-6494 or Natalie.Lara@Aviatnet.com.

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PLUMAS COUNTY COUNTY ADMINISTRATOR MEMORANDUM

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: September 3, 2024
SUBJECT: Introduction and Background Debra Lucero (CAO), Ashu Jain (ENGIE)

See Memorandum for Background on Engie Project and Concerns Expressed at the 8/3/24 BOS Meeting:
 The County of Plumas plans to embark on a significant project to transition to renewable, low-carbon energy sources, which is better for our environment and will save the County money on ever-increasing energy costs.
 Financing Bobby Cheung, KNN, Bond Counsel Scott Ferguson, Esq. Jones Hall)

Recommendation:

Approve the following Resolutions & Contracts related to the execution and delivery of the ENGIE Energy Projects. The Plumas County Board of Supervisors will consider several Resolutions & Contracts 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/Leaseback 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 (VFD'S), \$2,012,542 for solar project, and \$2,913,762 for backup generators.

Background and Discussion:

The Scope of the Engie Project includes:

- Interior and exterior LED lighting upgrades at sixteen (16) County facilities
- LED streetlight upgrades at Fairgrounds Road
- HVAC packaged unit replacement at thirteen (13) County facilities
- Replacement of the old chiller and boiler at the Courthouse
- Sealing of all the windows at the Annex Building
- Upgrade of the well pumps at Walker Ranch Pump Station and Quincy Fairgrounds
- Installation of backup generators at thirteen (13) County facilities
- Installation of a solar energy project for the Annex Building consisting of solar carport structures

Benefits of the Engie Energy Project include:

- \$4.8 million in net savings after paying for all costs over the life of the program
- Receive \$500,000 in cash subsidy from the Inflation Reduction Act

- Reduce electricity bills by over 25%
- Install solar before it becomes cost prohibitive
- Replacing HVAC systems past their useful lives using project savings
- Install much needed backup generators using project savings
- Improve lighting quality for employees and community members
- Save maintenance staff's time with long-life LED lighting and new HVAC systems
- Save administrative time by accomplishing multiple projects simultaneously
- Stimulate local economy and provide local jobs
- Carbon emissions reduction equivalent of removing 131 cars off the road annually
- Provide internships and other opportunities to students of Feather River College

Concerns expressed & addressed

- **IN TERMS OF VISIBILITY AND TRANSPARENCY OF THE PROJECT:** The Board of Supervisors approved 5-0 to move forward with Engie on 8/1/23 on a sole source basis. Over the past 12 months, Engie has been in front of the Board five times, so the Board has been fully aware of the sole source aspect of this project and has never expressed any reservations. On 3/21/24, the Board approved the contract with Engie 5-0 and a contract has been executed with Engie for this project.
- **INTERNAL STAFFING CONSIDERATIONS:** The County did not have internal staff resources to do the engineering and bid the project out. If the County were to hire an architect/engineer to bid each scope of work out, it would have cost more than \$750,000 with no guarantee that the project would even be done. That is why most public entities partner with an energy services company that takes on the risk of the project for the opportunity to implement the project on a sole source basis. That is also why the Legislature enacted Government Code Section 4217 in the 1980s to remove all obstacles in doing energy savings projects on a sole source basis to incentivize the implementation of these comprehensive energy projects. Engie has spent over \$350,000 to develop this project until now completely at Engie's risk, without any agreement. Also, please note that Engie procured several bids for each scope of work item to ensure that the County is getting the best price for this project.
- **PROJECT REFLECTS LOWER PRICING** - Engie has held our contract price firm since the beginning of this year. If we were to price this project today, our price would definitely increase by more than 10%. Engie has been an excellent partner for the County by absorbing all the price increases in labor and materials.
- **CONSEQUENCES OF GOING OUT TO BID NOW AFTER A YEAR AND A HALF:** If the County was to bid this project out at this stage, it would take an enormous amount of time and money, and cause at least six to nine months of delay, which would cost the County \$1.5 to \$2 million more because of inflation.
- **PIECEMEAL APPROACH VS. CURRENT APPROACH:** This project cannot be done in a piecemeal way for the following reasons:
 - a. The main needs of the County are to replace the very old HVAC systems and provide backup generators. By including the solar project and LED lighting in the scope of work, the savings from these projects will pay for the HVAC and backup generators. If we were to do HVAC or generators on a standalone basis, we would need to fund these projects through the General Fund and that would delay these projects by several years.
 - b. By doing all these projects together, there is a great economy of scale, which keeps the overall pricing low. Doing these projects standalone would cost a lot more because of higher project management costs, higher cost to mobilize for each project, travel costs from Sacramento or other location by contractors, etc.
 - c. To do these projects separately, we would have to bid each project out, which would have taken an enormous amount of administrative time, which the County doesn't have.
 - d. There is great urgency in implementing the solar project at the Annex Building as that project has to be completed and interconnected by PG&E by April 15, 2026. That is not a lot of time considering that electrical equipment has lead times of a year or more. If the solar project is not completed by April 2026, the County would lose approx. \$1.04 million in savings.
 - e. Also, as per the requirements of the Inflation Reduction Act, if the solar project does not begin construction in 2024, the County would lose \$68,426 in incentives. To protect against that, Engie has already bought the solar panels for this project and is ready to meet the IRA start-of-construction requirements.
- **SAVINGS GUARANTEE** - Engie is guaranteeing the energy savings for 20 years. If the savings are less than what Engie guaranteed, Engie will make up the difference. If there is a shortfall in savings, Engie will

make up the difference including the 6% escalation in electricity cost.

- **EDUCATIONAL OPPORTUNITIES** - Engie will provide internships and other assistance to students of Feather River College, an aspect of the project that will be lost if the project is to be bid out.
- **ENGIE'S EXPERIENCE WITH CALIFORNIA COUNTIES** - Engie is the largest energy services company in the state and has implemented similar projects for more than 15 California counties - more than any other company. By bidding this project out, the County has no assurance that the low bidder for each scope would perform as well as Engie. Moreover, being a turnkey design-build provider, Engie is responsible if anything goes wrong with the project. In standard construction projects, if there is a problem with the project, the contractor blames the architect/engineer and the architect/engineer blames the contractor and the County is caught in the middle. Nothing like that can happen here as the buck stops with Engie.

In summary, delaying this project to bid it out could cost the County an additional \$2.5 to \$3 million with no assurance about the quality and performance of the work.

Additionally, Craig Goodman (consultant to the Auditor-Controller), the Auditor-Controller and Treasurer-Tax Collector expressed concerns as listed below - either during the Debt Committee meetings or in the Board room:

1. **Consultant had expressed concerns about the assumption of a 6% increase in PG&E bills instead of a 3%.** This was explained and accepted by the Auditor-Controller's office. The Consultant's spreadsheet did not indicate the same savings. See above explanation that ENGIE will pay the County if the savings indicated under the 6% assumption are not achieved. It's in the contract that the County has signed and agreed to. PG&E bills escalated 15% to 40% last year alone for the Plumas County. Six percent is a new solar industry standard when calculating savings.
2. **Consultant expressed concerns about the Overhead costs to County Departments.** I believe this is a legitimate concern but it should have been brought up months ago when the figures were released. The Overhead to County departments is undetermined and must be studied.
3. **Treasurer-Tax Collector expressed concern about the interest rate.** This, too, was addressed in the Debt Committee meeting and we asked KNN to ask the Bank if they'd consider a different interest rate. The bank was not interested in changing the interest rate. If we were to go back out for the project, it is estimated that we'd have a 10% increase in materials alone. We would also have to pay all the intermediaries who did the complicated work of the financing as well as pay up front for an energy assessment and start all over again. Additionally, the Bank noted it extended the rate lock several times beyond the initial time commitment.

Financing Background & Information (Presented by Bobby Cheung, and Scott Ferguson)

The 2024 ELPA Financing and the 2024 Lease/Leaseback Financing 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.

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Action:

The Plumas County Board of Supervisors will consider several Resolutions to approve various documents with respect to the execution and delivery of the 2024 ELPA Financing and the 20234 Lease/Leaseback Financing as described in items 3.E.2 and 3.E.3.

Fiscal Impact:

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

Attachments:

1. Plumas County ENGIE Board Presentation 9.3.24

2. ENGIE Background & Discussion_Sept. 3, 2024
3. KNN Board Presentation (8-27F)
4. KNN Memorandum



ENGIE Services U.S.

Energizing County of Plumas

September 3, 2024



Trusted Partner to California Counties

Multi-phase Projects = Proven Customer Satisfaction

● County of Alameda – Santa Rita Jail Phase 1	\$1.3 million
● County of Alameda – Santa Rita Jail Phase 2	\$6.1 million
● County of Alameda – Santa Rita Jail Phase 3	\$0.8 million
● County of Alameda – Santa Rita Jail Phase 4	\$11.7 million
● County of Contra Costa	\$1.9 million
● County of Kings Phase 1	\$3.0 million
● County of Kings Phase 2	\$8.4 million
● County of Kings Phase 3	\$4.1 million
● County of Kings Phase 4	\$11.9 million
● County of Madera Phase 1	\$10.0 million
● County of Madera Phase 2	\$6.5 million
● County of Madera Phase 3	\$5.3 million
● County of Merced	\$11.8 million
● County of Placer	\$13.4 million
● County of Sacramento	\$5.2 million
● County of San Benito	\$8.0 million
● County of Shasta	\$14.2 million
● County of Solano	\$44.6 million
● County of Sutter	\$10.5 million
● County of Tulare Phase 1	\$7.2 million
● County of Tulare Phase 2	\$27.6 million
● County of Tulare Phase 3	\$10.0 million
● County of Yuba Phase 1	\$9.9 million
● County of Yuba Phase 2	\$5.2 million

Scope of Work

- Interior & Exterior LED Lighting Upgrades at 16 Facilities
- LED Streetlighting Upgrades
- HVAC Upgrades at 13 Facilities
- Central Plant Upgrades at Courthouse
- Pump Motor Upgrades at 2 Facilities
- Backup Generators for 13 Facilities
- Solar Parking Canopies for Annex Building
- Workforce Development Program for Feather River College

Preliminary Financial Analysis (As of 3-19-24)

Project Cost									\$10,754,246
County Contribution									\$1,000,000
Amount to be Financed									\$9,754,246
Finance Term									20
Estimated Annual Interest Rate									4.60%
Annual Escalation of Electricity Cost (Actual annual escalation has been more than 15% recently)									6.00%
Annual Degradation of Solar Panels									0.50%
Annual Escalation of O&M Cost									3.00%
Year	Projected Electricity Savings - Annex Solar	Projected Electricity Savings - Old Equipment Replacement	Projected Repair Cost Savings	Inflation Reduction Act Cash Subsidy	Total Program Savings	Lease Payments	Solar O&M Cost	Total Program Costs	Net Savings
1	\$119,775	\$195,465	\$262,251	\$513,198	\$1,090,689	\$952,049	\$8,251	\$960,300	\$130,390
2	\$126,326	\$207,193	\$270,119	\$0	\$603,638	\$464,750	\$8,498	\$473,249	\$130,390
3	\$133,236	\$219,625	\$278,222	\$0	\$631,083	\$491,941	\$8,753	\$500,694	\$130,390
4	\$140,524	\$232,802	\$286,569	\$0	\$659,896	\$520,490	\$9,016	\$529,506	\$130,390
5	\$148,211	\$246,770	\$295,166	\$0	\$690,147	\$550,472	\$9,286	\$559,758	\$130,390
6	\$156,318	\$261,577	\$304,021	\$0	\$721,916	\$581,961	\$9,565	\$591,526	\$130,390
7	\$164,869	\$277,271	\$313,142	\$0	\$755,282	\$615,040	\$9,852	\$624,892	\$130,390
8	\$173,887	\$293,908	\$322,536	\$0	\$790,330	\$649,794	\$10,147	\$659,941	\$130,390
9	\$183,399	\$311,542	\$332,212	\$0	\$827,153	\$686,311	\$10,452	\$696,763	\$130,390
10	\$193,431	\$330,234	\$342,178	\$0	\$865,843	\$724,689	\$10,765	\$735,454	\$130,390
11	\$204,011	\$350,049	\$352,444	\$0	\$906,503	\$765,026	\$11,088	\$776,114	\$130,390
12	\$215,171	\$371,051	\$363,017	\$0	\$949,239	\$807,429	\$11,421	\$818,850	\$130,390
13	\$226,941	\$393,315	\$373,907	\$0	\$994,163	\$852,010	\$11,763	\$863,773	\$130,390
14	\$239,354	\$416,913	\$385,125	\$0	\$1,041,392	\$898,886	\$12,116	\$911,003	\$130,390
15	\$252,447	\$441,928	\$396,678	\$0	\$1,091,054	\$948,184	\$12,480	\$960,664	\$130,390
16	\$266,256	\$468,444	\$408,579	\$0	\$1,143,278	\$1,000,035	\$12,854	\$1,012,889	\$130,390
17	\$280,820	\$496,551	\$420,836	\$0	\$1,198,207	\$1,054,577	\$13,240	\$1,067,817	\$130,390
18	\$296,181	\$526,344	\$433,461	\$0	\$1,255,986	\$1,111,959	\$13,637	\$1,125,596	\$130,390
19	\$312,382	\$557,924	\$446,465	\$0	\$1,316,771	\$1,172,335	\$14,046	\$1,186,382	\$130,390
20	\$329,469	\$591,400	\$459,859	\$0	\$1,380,728	\$1,235,871	\$14,468	\$1,250,338	\$130,390
21	\$260,618	\$0	\$0	\$0	\$260,618	\$0	\$14,902	\$14,902	\$245,717
22	\$274,874	\$0	\$0	\$0	\$274,874	\$0	\$15,349	\$15,349	\$259,526
23	\$289,910	\$0	\$0	\$0	\$289,910	\$0	\$15,809	\$15,809	\$274,101
24	\$305,768	\$0	\$0	\$0	\$305,768	\$0	\$16,283	\$16,283	\$289,484
25	\$322,493	\$0	\$0	\$0	\$322,493	\$0	\$16,772	\$16,772	\$305,721
26	\$340,134	\$0	\$0	\$0	\$340,134	\$0	\$17,275	\$17,275	\$322,859
27	\$358,739	\$0	\$0	\$0	\$358,739	\$0	\$17,793	\$17,793	\$340,946
28	\$378,362	\$0	\$0	\$0	\$378,362	\$0	\$18,327	\$18,327	\$360,035
29	\$399,059	\$0	\$0	\$0	\$399,059	\$0	\$18,877	\$18,877	\$380,182
30	\$420,887	\$0	\$0	\$0	\$420,887	\$0	\$19,443	\$19,443	\$401,444
Totals	\$7,513,852	\$7,190,306	\$7,046,786	\$513,198	\$22,264,142	\$16,083,809	\$392,529	\$16,476,338	\$5,787,804

Final Financial Analysis (As of 9-3-24)

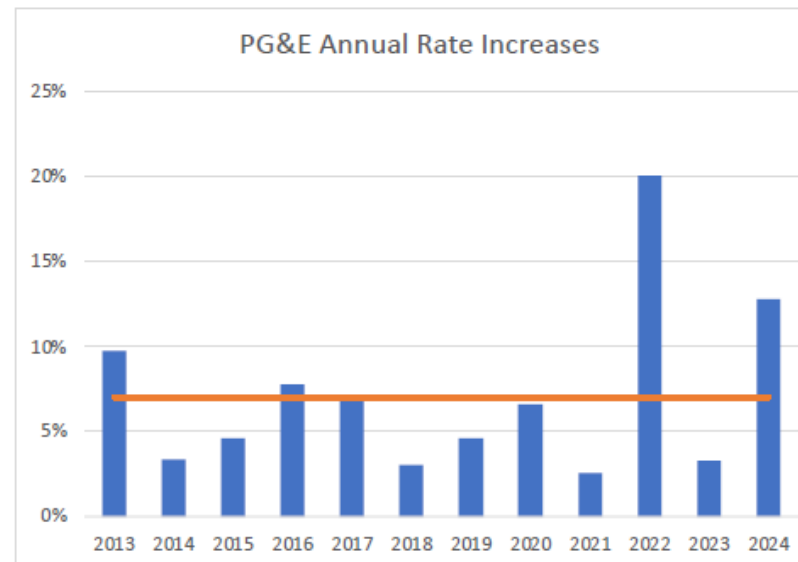
Project Cost									\$10,754,246
County Contribution									-\$1,000,000
Amount to be Financed									\$9,754,246
Finance Term									20
Estimated Annual Interest Rate									4.58%
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Annual Escalation of O&M Cost									3.00%
Year	Projected Electricity Savings - Annex Solar	Projected Electricity Savings - Old Equipment Replacement	Projected Repair Cost Savings	Inflation Reduction Act Cash Subsidy	Total Program Savings	Lease Payments	Solar O&M Cost	Total Program Costs	Net Savings
1	\$119,775	\$195,465	\$262,251	\$711,042	\$1,288,533	\$642,930	\$8,251	\$651,181	\$637,353
2	\$126,326	\$207,193	\$270,119	\$0	\$603,638	\$770,138	\$8,498	\$778,636	-\$174,998
3	\$133,236	\$219,625	\$278,222	\$0	\$631,083	\$770,024	\$8,753	\$778,777	-\$147,694
4	\$140,524	\$232,802	\$286,569	\$0	\$659,896	\$769,223	\$9,016	\$778,239	-\$118,343
5	\$148,211	\$246,770	\$295,166	\$0	\$690,147	\$767,735	\$9,286	\$777,021	-\$86,874
6	\$156,318	\$261,577	\$304,021	\$0	\$721,916	\$765,560	\$9,565	\$775,125	-\$53,209
7	\$164,869	\$277,271	\$313,142	\$0	\$755,282	\$767,698	\$9,852	\$777,550	-\$22,268
8	\$173,887	\$293,908	\$322,536	\$0	\$790,330	\$768,920	\$10,147	\$779,067	\$11,263
9	\$183,399	\$311,542	\$332,212	\$0	\$827,153	\$769,226	\$10,452	\$779,678	\$47,475
10	\$193,431	\$330,234	\$342,178	\$0	\$865,843	\$768,616	\$10,765	\$779,381	\$86,462
11	\$204,011	\$350,049	\$352,444	\$0	\$906,503	\$767,090	\$11,088	\$778,178	\$128,325
12	\$215,171	\$371,051	\$363,017	\$0	\$949,239	\$769,648	\$11,421	\$781,069	\$168,170
13	\$226,941	\$393,315	\$373,907	\$0	\$994,163	\$771,061	\$11,763	\$782,824	\$211,338
14	\$239,354	\$416,913	\$385,125	\$0	\$1,041,392	\$766,329	\$12,116	\$778,445	\$262,947
15	\$252,447	\$441,928	\$396,678	\$0	\$1,091,054	\$765,681	\$12,480	\$778,161	\$312,893
16	\$266,256	\$468,444	\$408,579	\$0	\$1,143,278	\$768,888	\$12,854	\$781,742	\$361,536
17	\$280,820	\$496,551	\$420,836	\$0	\$1,198,207	\$765,721	\$13,240	\$778,961	\$419,246
18	\$296,181	\$526,344	\$433,461	\$0	\$1,255,986	\$766,409	\$13,637	\$780,046	\$475,939
19	\$312,382	\$557,924	\$446,465	\$0	\$1,316,771	\$770,723	\$14,046	\$784,769	\$532,002
20	\$329,469	\$591,400	\$459,859	\$0	\$1,380,728	\$763,434	\$14,468	\$777,902	\$602,826
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Totals	\$7,513,852	\$7,190,306	\$7,046,786	\$711,042	\$22,461,986	\$15,235,054	\$392,529	\$15,627,583	\$6,834,404

PG&E Rate Escalation

PG&E Rate Escalation

PG&E's average annual rate increase since 2013 is 7%

Year	Rate Increase
2013	10%
2014	3%
2015	5%
2016	8%
2017	7%
2018	3%
2019	5%
2020	7%
2021	3%
2022	20%
2023	3%
2024	13%



Reasons to Move Forward With This Project

- The Board of Supervisors approved 5-0 to move forward with ENGIE on 8/1/23 on a sole source basis
- Over the last 12 months, ENGIE has been in front of the Board 5 times, so the Board has been fully aware of the sole source aspect of this project
- On 3/21/24, the Board approved the contract with ENGIE 5-0 and a contract has been executed with ENGIE for this project
- Net savings have gone up by \$1 million since the contract was signed
- If the County were to hire an architect/engineer to bid each scope of work out, it would have costed over \$750,000 with no guarantee that the project would even be done. That is why most public entities partner with an energy services company that takes on the risk of the project for the opportunity to implement the project on a sole source basis using Government Code Section 4217
- ENGIE has spent over \$350,000 to develop this project until now completely at our risk, without any agreement. Also, please note that ENGIE procured several bids for each scope of work item to ensure that the County is getting the best price for this project

Reasons to Move Forward With This Project

- We have held our contract price firm since the beginning of this year. If we were to price this project today, our price would definitely increase by more than 10%. We have been an excellent partner for the County by absorbing all the price increases in labor and material
- If the County was to bid this project out at this stage, it would take an enormous amount of time and money, and cause at least 6-9 months of delay, which would cost the County \$1.5-2 million more because of inflation
- This project does not lend itself to be completed in a piecemeal way
- There is great urgency in implementing the solar project at the Annex Building as that project has to be completed and interconnected by PG&E by April 15, 2026. That is not a lot of time considering that electrical equipment has lead times of a year or more. If the solar project is not completed by April 2026, the County would lose approx. \$1.04 million in savings
- Also, as per the requirements of the Inflation Reduction Act, if the solar project does not begin construction in 2024, the County would lose \$68,426 in incentives. To protect against that , ENGIE has already bought the solar panels for this project and is ready to meet the IRA start-of-construction requirements

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- **ENGIE is guaranteeing the energy savings for 20 years. If the savings are less than what we guaranteed, we will make up the difference. If there is a shortfall in savings, we make up the difference including the 6% escalation in electricity cost**
- **ENGIE will provide internships and other assistance to students of Feather River College, an aspect of the project that will be lost if the project is to be bid out**
- **ENGIE is the largest energy services company in the state and has implemented similar projects for over 15 California counties, more than any other company. By bidding this project out, the County has no assurance that the low bidder for each scope would perform as well as ENGIE. Moreover, being a turnkey design-build provider, ENGIE is responsible if anything goes wrong with the project. In standard construction projects, if there is a problem with the project, the contractor blames the architect/engineer and the architect/engineer blames the contractor and the County is caught in the middle. Nothing like that can happen here as the buck stops with ENGIE**
- **In summary, delaying this project to bid it out could cost the County an additional \$2.53 million with no assurance about the quality and performance of the work**

Project Team

Ashu Jain, PE

Senior Manager

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Project Director

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ENGIE Services U.S.
1712 2nd St., Suite 200
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ENGIE

Background & Discussion

Concerns & Concerns Addressed

Debra Lucero, CAO - September 3, 2024

The ENGIE Project Scope

- Interior and exterior LED lighting upgrades at sixteen (16) County facilities
- LED streetlight upgrades at Fairgrounds Road
- HVAC packaged unit replacement at thirteen (13) County facilities
- Replacement of the old chiller and boiler at the Courthouse
- Sealing of all the windows at the Annex Building
- Upgrade of the well pumps at Walker Ranch Pump Station and Quincy Fairgrounds
- Installation of backup generators at thirteen (13) County facilities
- Installation of a solar energy project for the Annex Building consisting of solar carport structures

Benefits of the Engie Energy Project include:

- \$4.8 million in net savings after paying for all costs over the life of the program
- Receive \$500,000 in cash subsidy from the Inflation Reduction Act
- Reduce electricity bills by over 25%
- Install solar before it becomes cost prohibitive
- Replacing HVAC systems past their useful lives using project savings
- Install much needed backup generators using project savings
- Improve lighting quality for employees and community members
- Save maintenance staff's time with long-life LED lighting and new HVAC systems
- Save administrative time by accomplishing multiple projects simultaneously
- Stimulate local economy and provide local jobs
- Carbon emissions reduction equivalent of removing 131 cars off the road annually
- Provide internships and other opportunities to students of Feather River College

Concerns & Concerns Addressed

VISIBILITY AND TRANSPARENCY OF THE PROJECT

- The Board of Supervisors approved 5-0 to move forward with Engie on 8/1/23 on a sole source basis. Over the past 12 months, Engie has been in front of the Board five times, so the Board has been fully aware of the sole source aspect of this project and has never expressed any reservations. On 3/21/24, the Board approved the contract with Engie 5-0 and a contract has been executed with Engie for this project.

Concerns & Concerns Addressed

INTERNAL STAFFING & CAPACITY CONSIDERATIONS

- The County did not have internal staff resources to do the engineering and bid the project out. If the County were to hire an architect/engineer to bid each scope of work out, it would have cost more than \$750,000 with no guarantee that the project would even be done.
- That is why most public entities partner with an energy services company that take on the risk of the project for the opportunity to implement the project on a sole source basis.
- That is also why the Legislature enacted Government Code Section 4217 in the 1980s to remove all obstacles in doing energy savings projects on a sole source basis to incentivize the implementation of these comprehensive energy projects. Engie has spent over \$350,000 to develop this project until now completely at Engie's risk. Also, please note that Engie procured several bids for each scope of work item to ensure that the County is getting the best price for this project.

Concerns & Concerns Addressed

PROJECT REFLECTS LOWER PRICING

- Engie has held our contract price firm since the beginning of this year. If we were to price this project today, our price would definitely increase by more than 10%. Engie has been an excellent partner for the County by absorbing all the price increases in labor and materials.

Concerns & Concerns Addressed

CONSEQUENCES OF GOING OUT TO BID NOW AFTER A YEAR AND A HALF

- If the County was to bid this project out at this stage, it would take an enormous amount of time and money, and cause at least six to nine months of delay, which would cost the County \$1.5 to \$2 million more because of inflation.
- Additionally, the County doesn't have the staff time to re-do the time commitment we've made to this project.

Concerns & Concerns Addressed

THIS PROJECT CANNOT BE DONE IN A PIECEMEAL FASHION FOR THE FOLLOWING REASONS

- The main needs of the County are to replace the very old HVAC systems and provide backup generators. By including the solar project and LED lighting in the scope of work, the savings from these projects will pay for the HVAC and backup generators. If we were to do HVAC or generators on a standalone basis, we would need to fund these projects through the General Fund and that would delay these projects by several years.
- By doing all these projects together, there is a great economy of scale, which keeps the overall pricing low. Doing these projects standalone would cost a lot more because of higher project management costs, higher cost to mobilize for each project, travel costs from Sacramento or other location by contractors, etc.
- To do these projects separately, we would have to bid each project out, which would have taken an enormous amount of administrative time, which the County doesn't have.
- There is great urgency in implementing the solar project at the Annex Building as that project has to be completed and interconnected by PG&E by April 15, 2026. That is not a lot of time considering that electrical equipment has lead times of a year or more. If the solar project is not completed by April 2026, the County would lose approx. \$1.04 million in savings.
- Also, as per the requirements of the Inflation Reduction Act, if the solar project does not begin construction in 2024, the County would lose \$68,426 in incentives. To protect against that, Engie has already bought the solar panels for this project and is ready to meet the IRA start-of-construction requirements.

Concerns & Concerns Addressed

SAVINGS GUARANTEE

- Engie is guaranteeing the energy savings for 20 years. If the savings are less than what Engie guaranteed, Engie will make up the difference. If there is a shortfall in savings, Engie will make up the difference including the 6% escalation in electricity cost.
- Ashu Jain with Engie can explain how the savings are monitored.

Concerns & Concerns Addressed

EDUCATIONAL OPPORTUNITIES

- Engie will provide internships and other assistance to students of Feather River College, an aspect of the project that will be lost if the project is to be bid out. Plumas County negotiated this to further educate the local population on solar opportunities.

Concerns & Concerns Addressed

ENGIE'S EXPERIENCE WITH CALIFORNIA COUNTIES

- Engie is the largest energy services company in the state and has implemented similar projects for more than 15 California counties - more than any other company. By bidding this project out, the County has no assurance that the low bidder for each scope would perform as well as Engie. Moreover, being a turnkey design-build provider, Engie is responsible if anything goes wrong with the project. In standard construction projects, if there is a problem with the project, the contractor blames the architect/engineer and the architect/engineer blames the contractor and the County is caught in the middle. Nothing like that can happen here as the buck stops with Engie.
- In summary, delaying this project to bid it out could cost the County an additional \$2.5 to \$3 million with no assurance about the quality and performance of the work.

Concerns & Concerns Addressed

DEBT COMMITTEE CONCERNS

- Additionally, Craig Goodman (consultant to the Auditor-Controller), the Auditor-Controller and Treasurer-Tax Collector expressed concerns as listed below- either during the Debt Committee meetings or at the Sept. 3, 2024 BOS Meeting:
 1. Consultant had expressed concerns about the assumption of a 6 % increase in PG&E bills instead of a 3%. This was explained and accepted by the Auditor-Controller's office. The Consultant's spreadsheet did not indicate the same savings. See above explanation that Engie will pay the County if the savings indicated under the 6% assumption are not achieved. It's in the contract that the County has signed and agreed to. PG&E bills escalated 15% to 40% last year alone for the Plumas County. Six percent is a new solar industry standard when calculating savings.
 2. Consultant expressed concerns about the Overhead costs to County Departments. I believe this is a legitimate concern but it should have been brought up months ago when the figures were released. The Overhead to County departments is undetermined and must be studied.
 3. Treasurer-Tax Collector expressed concern about the interest rate. This, too, was addressed in the Debt Committee meeting and we asked KNN to ask the Bank if they'd consider a different interest rate. The bank was not interested in changing the interest rate. If we were to go back out for the project, it is estimated that we'd have a 10% increase in materials alone. We would also have to pay all the intermediaries who did the complicated work of the financing as well as pay up front for an energy assessment and start all over again. Additionally, the Bank noted it extended the rate lock several times beyond the initial time commitment.

Financing Explained

Bobby Cheung, KNN and Scott Ferguson, Jones Hall

- Next up are the financial representatives for the County on the Engie Project.



Plumas County

Presentation to County Board of Supervisors

September 3, 2024



2054 University Avenue, Suite 300, Berkeley, CA 94704
phone 510-839-8200

A Limited Liability Company

Role of Municipal Advisor

- KNN Public Finance, LLC (KNN) has served as Plumas County's Municipal Advisor since 2014.
- Our role is to provide Plumas County with independent, objective analysis and advice to assist the County in making prudent decisions about debt financing. We provide both planning and transaction execution services.
- KNN is a Registered Municipal Advisor with the SEC and MSRB. All advisors are Registered Municipal Representatives (MSRB Series 50).
 - SEC rules assign a fiduciary duty to the Municipal Advisor, including duty of loyalty and duty of care. By law, we must put our clients' interest ahead of our own.
 - SEC rules require issuers to have an Independent Registered Municipal Advisor (IRMA) under contract in order for broker-dealers to be able to provide tailored ideas or advice, with limited exceptions.
- Today, KNN will summarize the plan of finance for the ENGIE Services U.S. energy projects.

Summary of Project Scope

- The project scope consists of \$10.75 million of projects at a total of 24 sites across Plumas County.

Project	Cost
LED Lighting:	\$960,842
HVAC Replacement:	4,606,784
Pump VFD:	260,316
Solar Projects:	2,012,542
Backup Generators:	2,913,762
Total Project Cost:	\$10,754,246

- The below table details the projects at two sites, the County's Annex Building and Courthouse facility:

Site	Annex Building	Courthouse	All Other	Total
LED Lighting:	\$315,273	\$143,005	\$502,563	\$960,842
HVAC Replacement:	1,872,343	528,267	2,206,175	4,606,784
Pump VFD:	0	0	260,316	260,316
Solar Projects:	2,012,542	0	0	2,012,542
Backup Generators:	284,714	0	2,629,048	2,913,762
Total Project Cost:	\$4,484,873	\$671,271	\$5,598,102	\$10,754,246

Lender Solicitation Process

- KNN conducted a lender RFP process to solicit term sheets for the financing.
- The RFP was sent to 24 lenders, with the following 6 firms responding:
 1. Bank of America
 2. California Bank and Trust
 3. Capital One
 4. Umpqua Bank
 5. Webster Bank
 6. Western Alliance
- Webster Bank submitted the response with the lowest borrowing cost:
 - 4.47% for 15-year financing term
 - 4.58% for 20-year financing term
- We have included a summary table of the lender solicitation results in the Appendix.

Plan of Finance

The plan of finance consists of two financings:

Equipment Lease/Purchase Agreement (ELPA)

- Will finance all of the energy projects except the two HVAC projects at the Annex and Courthouse sites.
- Projects to be installed will serve as leased facilities.

Lease/Leaseback Financing

- Will finance the HVAC projects at the Annex and Courthouse sites.
- The two projects cannot be included in ELPA financing because the two sites are subject to the County's existing 2015 Lease Financing. The 2015 Lease lender (Umpqua Bank) views HVAC equipment as essential to the use of the facility.
- The County's Animal shelter will serve as the leased facility.

	ELPA	Lease/Leaseback
Purpose:	LED, HVAC, Pump VFD, Solar, Generators	HVAC Projects at Annex and Courthouse ¹
Borrowing Rate:	4.58%	4.58%
Interest Rate Mode:	Fixed	Fixed
Payment Structure:	Level FY	Level FY
Leased Asset(s):	Equipment to be installed	Animal Shelter
Optional Call Provision:	Closing - 5/31/28: no call 6/1/28 - 5/31/31: 101% Thereafter: 100%	Closing - 5/31/28: no call 6/1/28 - 5/31/31: 101% Thereafter: 100%
Escrow Account:	Yes, US Bank	No

Estimated Sources and Uses

	ELPA	Lease/ Leaseback	Total
Sources			
Par Amount:	\$8,455,000	\$1,455,000	\$9,910,000
County Contribution:	<u>0</u>	<u>1,000,000</u>	<u>1,000,000</u>
Total Sources:	<u>\$8,455,000</u>	<u>\$2,455,000</u>	<u>\$10,910,000</u>
Uses:			
Project Fund Deposit:	\$8,353,637	\$2,400,609	\$10,754,246
Cost of Issuance:	97,570	52,907	150,478
Additional Proceeds:	<u>3,793</u>	<u>1,484</u>	<u>5,277</u>
Total Uses:	<u>\$8,455,000</u>	<u>\$2,455,000</u>	<u>\$10,910,000</u>
Borrowing Rate:	4.58%	4.58%	4.58%

Figures are estimated and will be adjusted once a closing date is selected.

Estimated Payment Schedule

FY Ending	ELPA			Lease/Leaseback			Grand Total
	Principal	Interest	Total	Principal	Interest	Total	
2025	\$255,000	\$292,581	\$547,581	\$45,000	\$50,349	\$95,349	\$642,930
2026	280,000	375,560	655,560	50,000	64,578	114,578	770,138
2027	295,000	362,736	657,736	50,000	62,288	112,288	770,024
2028	305,000	349,225	654,225	55,000	59,998	114,998	769,223
2029	320,000	335,256	655,256	55,000	57,479	112,479	767,735
2030	335,000	320,600	655,600	55,000	54,960	109,960	765,560
2031	350,000	305,257	655,257	60,000	52,441	112,441	767,698
2032	365,000	289,227	654,227	65,000	49,693	114,693	768,920
2033	385,000	272,510	657,510	65,000	46,716	111,716	769,226
2034	400,000	254,877	654,877	70,000	43,739	113,739	768,616
2035	420,000	236,557	656,557	70,000	40,533	110,533	767,090
2036	440,000	217,321	657,321	75,000	37,327	112,327	769,648
2037	460,000	197,169	657,169	80,000	33,892	113,892	771,061
2038	480,000	176,101	656,101	80,000	30,228	110,228	766,329
2039	500,000	154,117	654,117	85,000	26,564	111,564	765,681
2040	525,000	131,217	656,217	90,000	22,671	112,671	768,888
2041	545,000	107,172	652,172	95,000	18,549	113,549	765,721
2042	570,000	82,211	652,211	100,000	14,198	114,198	766,409
2043	600,000	56,105	656,105	105,000	9,618	114,618	770,723
2044	625,000	28,625	653,625	105,000	4,809	109,809	763,434
Total:	\$8,455,000	\$4,544,424	\$12,999,424	\$1,455,000	\$780,630	\$2,235,630	\$15,235,054

Figures are estimated and will be adjusted once a closing date is selected.

Financing Documents for Approval

Equipment Lease Purchase Agreement

1. County Board of Supervisors Financing Resolution
2. Equipment Lease Purchase Agreement
3. Escrow Agreement

Lease/Leaseback Financing*

1. County Board of Supervisors Financing Resolution
2. Site Lease
3. Lease Agreement
4. Assignment Agreement

* The Lease/Leaseback Financing will utilize the Public Property Financing Corporation of California as a financing partner because the Plumas County Public Facilities Corporation is not currently in 'good standing' under the California Secretary of State.

Plumas County's Existing Debt Burden

Transaction	Original Par Amount	Current Par Amount	Purpose of Financing	Final Maturity	Method of Sale	Lender
2024 ELPA*	\$8,455,000	\$8,455,000	Various energy projects	6/1/2044	Dir. Purchase	Webster Bank
2024 Lease/Leaseback*	\$1,455,000	\$1,455,000	HVAC projects	6/1/2044	Dir. Purchase	Webster Bank
2015 Lease Financing	\$15,255,000	\$8,820,000	Refinancing of 2003 COPs Jail funding	6/1/2033	Dir. Purchase	Umpqua Bank

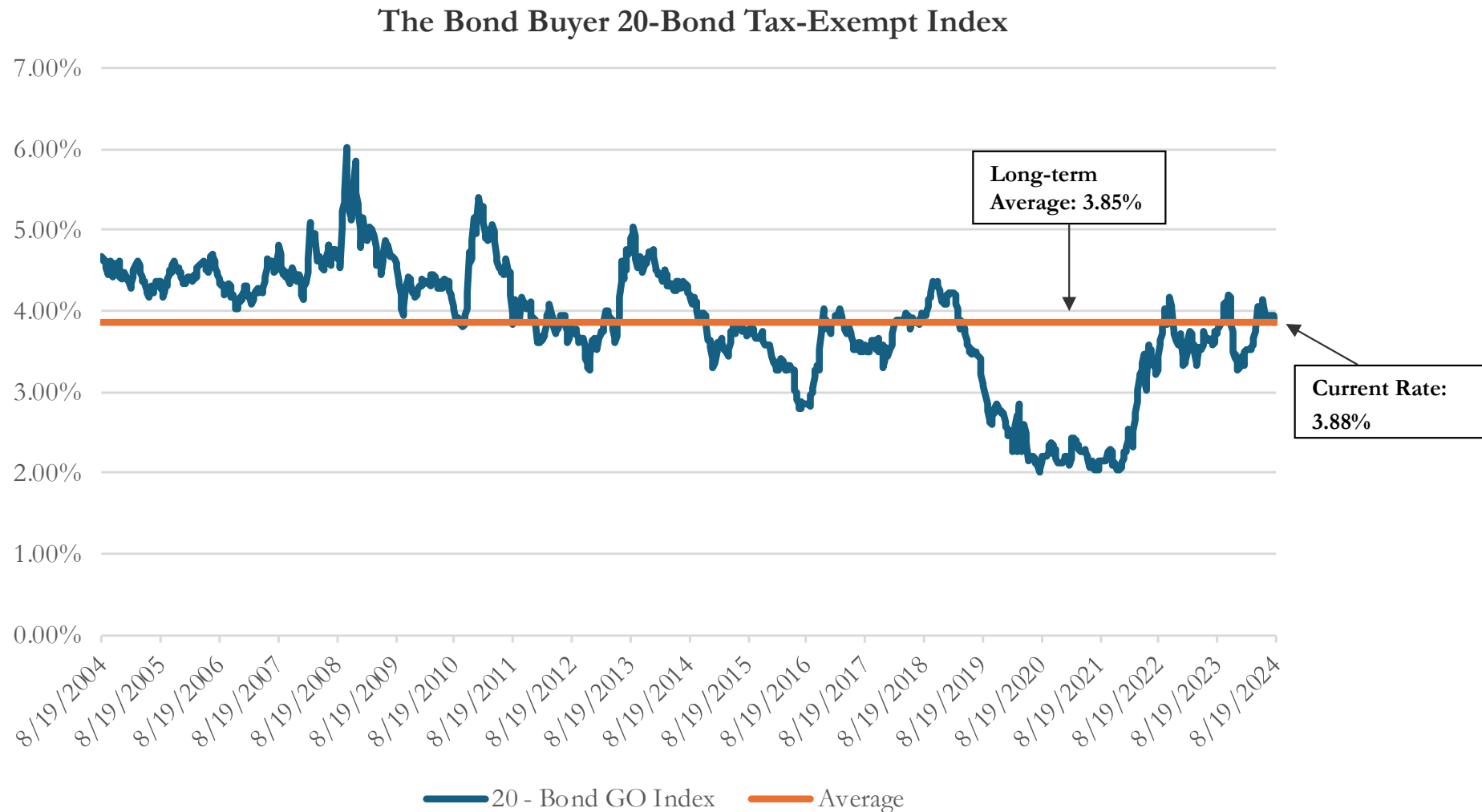
* In progress.

Plumas County Annual Lease Payments



* In progress.

Tax-Exempt Interest Rate History



Source: *The Bond Buyer*.
*General obligation bonds maturing in 20 years are used in compiling the indexes. The 20-bond index has an average rating equivalent to Moody's Aa2 and S&P's AA.

Next Steps

- ✓ Public Property Financing Corporation of California Board approval.
- ✓ Umpqua Bank (2015 Lease lender) provides consent for LED, solar, and generator projects to be installed at Annex Facility and Courthouse (NOT HVAC).
- ☐ Plumas County Board of Supervisors approval.
- ☐ Finalize financing documents.
- ☐ Closing of financings.

Appendix

Estimated Savings Schedule

(figures as of 8/28/2024)

Plumas County Comprehensive Energy Project											
Cash Flow Analysis											
Project Cost											\$10,754,246
County Contribution											-\$1,000,000
Amount to be Financed											\$9,754,246
Finance Term											20
Estimated Annual Interest Rate											4.58%
Annual Escalation of Electricity Cost (Actual annual escalation has been more than 15% recently)											6.00%
Annual Degradation of Solar Panels											0.50%
Annual Escalation of O&M Cost											3.00%
Year	Projected Electricity Savings - Annex Solar	Projected Electricity Savings - Old Equipment Replacement	Projected Repair Cost Savings	Inflation Reduction Act Cash Subsidy	Total Program Savings	Lease Payments (ELPA)	Lease Payments (Lease/Lease back)	Solar O&M Cost	Total Program Costs	Gross Net Savings	Present Value Net Savings
1	\$119,775	\$195,465	\$262,251	\$711,042	\$1,288,533	\$547,581	\$95,349	\$8,251	\$651,181	\$637,353	\$609,440
2	\$126,326	\$207,193	\$270,119	\$0	\$603,638	\$655,560	\$114,578	\$8,498	\$778,636	-\$174,998	-\$160,006
3	\$133,236	\$219,625	\$278,222	\$0	\$631,083	\$657,736	\$112,288	\$8,753	\$778,777	-\$147,694	-\$129,127
4	\$140,524	\$232,802	\$286,569	\$0	\$659,896	\$654,225	\$114,998	\$9,016	\$778,239	-\$118,343	-\$98,935
5	\$148,211	\$246,770	\$295,166	\$0	\$690,147	\$655,256	\$112,479	\$9,286	\$777,021	-\$86,874	-\$69,446
6	\$156,318	\$261,577	\$304,021	\$0	\$721,916	\$655,600	\$109,960	\$9,565	\$775,125	-\$53,209	-\$40,672
7	\$164,869	\$277,271	\$313,142	\$0	\$755,282	\$655,257	\$112,441	\$9,852	\$777,550	-\$22,268	-\$16,276
8	\$173,887	\$293,908	\$322,536	\$0	\$790,330	\$654,227	\$114,693	\$10,147	\$779,067	\$11,263	\$7,872
9	\$183,399	\$311,542	\$332,212	\$0	\$827,153	\$657,510	\$111,716	\$10,452	\$779,678	\$47,475	\$31,727
10	\$193,431	\$330,234	\$342,178	\$0	\$865,843	\$654,877	\$113,739	\$10,765	\$779,381	\$86,462	\$55,251
11	\$204,011	\$350,049	\$352,444	\$0	\$906,503	\$656,557	\$110,533	\$11,088	\$778,178	\$128,325	\$78,411
12	\$215,171	\$371,051	\$363,017	\$0	\$949,239	\$657,321	\$112,327	\$11,421	\$781,069	\$168,170	\$98,257
13	\$226,941	\$393,315	\$373,907	\$0	\$994,163	\$657,169	\$113,892	\$11,763	\$782,824	\$211,338	\$118,072
14	\$239,354	\$416,913	\$385,125	\$0	\$1,041,392	\$656,101	\$110,228	\$12,116	\$778,445	\$262,947	\$140,471
15	\$252,447	\$441,928	\$396,678	\$0	\$1,091,054	\$654,117	\$111,564	\$12,480	\$778,161	\$312,893	\$159,833
16	\$266,256	\$468,444	\$408,579	\$0	\$1,143,278	\$656,217	\$112,671	\$12,854	\$781,742	\$361,536	\$176,593
17	\$280,820	\$496,551	\$420,836	\$0	\$1,198,207	\$652,172	\$113,549	\$13,240	\$778,961	\$419,246	\$195,813
18	\$296,181	\$526,344	\$433,461	\$0	\$1,255,986	\$652,211	\$114,198	\$13,637	\$780,046	\$475,939	\$212,557
19	\$312,382	\$557,924	\$446,465	\$0	\$1,316,771	\$656,105	\$114,618	\$14,046	\$784,769	\$532,002	\$227,190
20	\$329,469	\$591,400	\$459,859	\$0	\$1,380,728	\$653,625	\$109,809	\$14,468	\$777,902	\$602,826	\$246,161
21	\$260,618	\$0	\$0	\$0	\$260,618	\$0	\$0	\$14,902	\$14,902	\$245,717	\$95,943
22	\$274,874	\$0	\$0	\$0	\$274,874	\$0	\$0	\$15,349	\$15,349	\$259,526	\$96,897
23	\$289,910	\$0	\$0	\$0	\$289,910	\$0	\$0	\$15,809	\$15,809	\$274,101	\$97,857
24	\$305,768	\$0	\$0	\$0	\$305,768	\$0	\$0	\$16,283	\$16,283	\$289,484	\$98,823
25	\$322,493	\$0	\$0	\$0	\$322,493	\$0	\$0	\$16,772	\$16,772	\$305,721	\$99,795
26	\$340,134	\$0	\$0	\$0	\$340,134	\$0	\$0	\$17,275	\$17,275	\$322,859	\$100,774
27	\$358,739	\$0	\$0	\$0	\$358,739	\$0	\$0	\$17,793	\$17,793	\$340,946	\$101,759
28	\$378,362	\$0	\$0	\$0	\$378,362	\$0	\$0	\$18,327	\$18,327	\$360,035	\$102,750
29	\$399,059	\$0	\$0	\$0	\$399,059	\$0	\$0	\$18,877	\$18,877	\$380,182	\$103,748
30	\$420,887	\$0	\$0	\$0	\$420,887	\$0	\$0	\$19,443	\$19,443	\$401,444	\$104,753
Totals	\$7,513,852	\$7,190,306	\$7,046,786	\$711,042	\$22,461,986	\$12,999,424	\$2,235,630	\$392,529	\$15,627,583	\$6,834,403	\$2,846,287

Lease payments are estimated and subject to change. Projected savings schedule provided by Engie.

Summary of Lender RFP Results

Lender/Contacts:	Bank of America	California Bank and Trust	Capital One	Umpqua Bank	Webster Bank	Western Alliance
	Michael Brunzman 513-929-5102	Christian Ward 801-735-4594	Jeff Sharp 505-400-0860	Ellen Hunt 916-774-3921	John Riddle 949-373-0568	Matthew Chorske 720-331-8949
Lease Structure:	Equipment lease. Subject to annual appropriation.	Equipment lease.	Asset transfer lease, subject to abatement.	Option 1: Asset transfer lease. Option 2: Equipment Lease.	Equipment lease. Subject to abatement.	Asset transfer lease. Subject to abatement.
Interest Rate:	15 yrs: 4.489% 20 yrs: 4.598% Rates locked through 7/9/24.	Fixed rate at 4.80% (15-yr Scenario) or 4.81% (20 yr Scenario) for 10-years, rate will reset on 6/1/2034, and annually thereafter, at the 1-year FHLB Des Moines Regular Fixed Advanced Rate Index plus a spread of 90 bps.	15 yrs: 4.63% 20 yrs: 4.79% Not locked until debt service schedule and closing date are final.	15 yrs: Option 1: 5.59% (BQ), 6.12% (non BQ). 20 yrs: Option 1: 5.65% (BQ), 6.18% (non BQ). Option 2 may be higher.	15 yrs: 4.47% 20 yrs: 4.58% Rate held until closing on or about 6/27.	15 yrs: 5.62% 20 yrs: 5.68% Rate locked 2 weeks before closing OR lock through 7/3/24 at additional 50 bps.
Rate Expiration:	Rate expires on 7/9/2024 if the proposal is signed and returned to Lessor on or prior to 5/22/2024.	Rate fixed for 30 days after credit approval.	NA.	Rate locked 2 weeks before closing.	Rate expires on 7/3/2024 if accepted by 5/17/2024.	NA.
Prepayment Terms:	Beginning with the first payment date in payment year 6 and on each payment date through maturity, County will have the option to prepay its obligations under the Agreement in whole only with a prepayment premium of 102% of the outstanding principal balance.	Loan may be prepaid, in whole or in part, anytime at par plus accrued interest with 30 days' prior written notice.	15 year structure - no call until 6/1/2032, then in whole at par on any date with 30 days notice. 20 year structure - no call until 6/1/2034, then in whole at par on any date with 30 days notice.	Callable in whole on any pmt date at 103% during first 4 years, 2% for next three years, 1% for next three years and par thereafter. Annual partial prepayment up to 10% of balance at par.	15 year term (in whole only): yrs. 1-4: no call yrs. 5-8: 101% Thereafter: 100% 20 year term (in whole only): yrs. 1-5: no call yrs. 6-9: 101% Thereafter: 100%	Yrs 1-7: no call Then in whole on following dates: 6/1/31 and 12/1/31: 103% 6/1/32 and 12/1/32: 102% 6/1/33 and 12/1/33: 101% 6/1/34 and after: 100% Payable in par with lender's consent.
Fees:	No fees.	No closing fees. Escrow fees: \$500 acceptance and \$2,000 annual administration.	No fees.	Counsel Fee: \$10,000 (Nixon Peabody)	Counsel Fee: \$0.00 Gilmore & Bell	Counsel Fee: \$20,000 (NTE)
Credit Approval:	Subject to credit approval.	Subject to credit approval.	Subject to credit approval.	Subject to credit approval.	Subject to credit approval.	Subject to credit approval.
Other:	Contingent upon review of prelim. FY23 General Fund results. Security interest in equipment, evidenced by UCC-1 filings. Project fund held in escrow account. Dual oblige on P&P bonds.	Project fund held in escrow account, includes Zions Bank escrow pricing. Deposit fund required of \$900k. Audit due within 270 days after end of FY.	Project fund held in escrow account. Term sheet expires 5/17, and if accepted, term sheet expires if transaction not closed by 6/27.	Audit due 270 days after end of FY. Current deposit levels are to be maintained for life of facility.	Note security structure is just equipment lease, not real property.	Response received after deadline. Default rate +4.0%. Audit due 270 days after end of FY, starting with FY24. WA serves as escrow agent.

Date: August 27, 2024

To: Debra Lucero, 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 estimate par amount of the 2024 ELPA is \$8.455 million, which will fund \$8.35 million of project cost and the associated costs of issuance.

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 estimate par amount of the 2024 Lease/Leaseback Financing is \$1.455 million, which, along with the County's cash contribution of \$1.0 million, will fund \$2.4 million of project cost and the associated costs of issuance.

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 PPFCCs rights to enforce the Lease Agreement, to Webster Bank.



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: September 3, 2024

SUBJECT: 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

Recommendation:

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**

Background and Discussion:

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 estimate par amount of the 2024 ELPA is \$8.455 million which will fund \$8.35 million of the project cost and the associated cost of issuance.

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.

Action:

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**

Fiscal Impact:

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

Attachments:

1. County Resolution Plumas (Equipment Lease)
2. Equipment Lease - Purchase Agreement

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.

\$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: Greg. Hagwood
Title: Chair
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 Brezitel, 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
--	--------	-------

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
<i>[This signature line to be signed by person who executed the Transaction Documents on behalf of Lessee.]</i>		

(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: Webster Bank, National Association, ISAOA
(CERTIFICATE 360 Lexington Avenue, 5th Floor
HOLDER) New York, NY 10017
Attention: Public Sector Finance (publicfinance@websterbank.com)

FROM LESSEE: Plumas County, California
(INSURED) 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.]



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: September 3, 2024

SUBJECT: 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

Recommendation:

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**

Background and Discussion:

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 estimate par amount of the 2024 Lease/Leaseback Financing is \$1.455 million, which, along with the County's cash contribution of \$1.0 million, will fund \$2.4 million of project cost and the associated costs of issuance. 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 PPFCCs rights to enforce the Lease Agreement, to Webster Bank.

Action:

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**

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)

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)



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and KNN Public Finance, LLC. The consultant shall be paid a fixed transaction fee of \$65,000 for the 2024 ELPA Equipment Lease/Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing, and shall be reimbursed for actual expenses incurred, not to exceed \$2,500 for services set forth in Exhibit A of this Amendment. (General Fund Impact) approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and KNN Public Finance, LLC. The consultant shall be paid a fixed transaction fee of \$65,000 for the 2024 ELPA Equipment Lease/Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing, and shall be reimbursed for actual expenses incurred, not to exceed \$2,500 for services set forth in Exhibit A of this Amendment. (General Fund Impact) approved in FY24/25 recommended budget; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

The County desires to receive professional advice from a registered independent Municipal Advisor, specifically in connection with the execution of the County's 2024 Equipment Lease/Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing.

Action:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County and KNN Public Finance, LLC. The consultant shall be paid a fixed transaction fee of \$65,000 for the 2024 ELPA Equipment Lease/Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing, and shall be reimbursed for actual expenses incurred, not to exceed \$2,500 for services set forth in Exhibit A of this Amendment. (General Fund Impact) 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. 3758 FINAL
2. Plumas Executed Contract

AMENDMENT TO AGREEMENT WITH KNN PUBLIC FINANCE, LLC

THIS AMENDMENT is executed as of _____, 2024 by and between KNN PUBLIC FINANCE, LLC (the “Consultant”) and the COUNTY OF PLUMAS (the “County”). This Amendment will amend the agreement between the parties entitled “Agreement for Municipal Advisory Services” (the “Agreement”) entered into on April 1, 2023.

WHEREAS, the County desires to receive professional advice from a registered independent Municipal Advisor, specifically in connection with the execution of the County’s 2024 Equipment Lease/Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing; and

WHEREAS, the County’s Agreement for Municipal Advisory Services, executed on April 1, 2023, provides that for services rendered in connection with Exhibit B (“Transaction Scope of Services”), Consultant will be compensated based on fixed transaction fees to be set forth in an amendment to the Agreement; and

WHEREAS, the parties desire to amend the Agreement to provide payment to the Consultant for such services in connection with the 2024 Equipment Lease/Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Consultant shall be paid a fixed transaction fee of \$65,000.00 for the 2024 Equipment Lease/Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing, and shall be reimbursed for actual expenses incurred, not to exceed \$2,500.00 for services set forth in Exhibit A of this Amendment.
2. All other respects to the prior Agreement shall remain in full force and effect except as amended herein.

COUNTY OF PLUMAS

CONTRACTOR:

By: _____
Greg Hagwood
Chair, of the Board of Supervisors

By: _____
David Leifer
Senior Managing Director

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:



Joshua Breehtel, Attorney
County Counsel’s Office

EXHIBIT A

Scope of Services for 2024 Equipment Lease/Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing

KNN shall provide the following transaction services related to the 2024 Equipment Lease/Purchase Agreement Financing and the 2024 Plumas County Lease/Leaseback Financing. Such services may include, but are not necessarily limited to:

1. Prepare a financing schedule and coordinate the efforts of financing team members to ensure that the financing closes on a timely basis.
2. Assist County with selection of other financing team members as necessary, including bond counsel, amongst others, as necessary.
3. Prepare and maintain a distribution list.
4. Provide indicative borrowing rate and other assumptions necessary to evaluate potential savings to be achieved by the financing under alternative structures.
5. Prepare debt service schedules under alternative market and financing structure scenarios.
6. Assist the County in evaluating alternative security structures for the financing, including asset transfer and equipment backed abatement lease structures as well as non-appropriation leases.
7. Assist the County in determining the optimal method of sale for the financing, including direct purchase or public sale, if necessary.
8. Assist the County in the review of legal documents, including Board of Supervisors Resolution, Site Lease, Facilities Lease and Lease or Bond or Equipment Lease Purchase Agreement.
9. Provide good faith estimates for Board of Supervisors Resolution, pursuant to Government Code Section 5852.1.
10. Lead lender solicitation process, including: assist the County in preparing a term sheet to solicit bids, assist the County in reviewing bids, and assist the County in negotiating business and financing terms with the selected lender to best protect the County's interests.
11. Make presentations to staff and the County Board of Supervisors regarding details of financing, if necessary.
12. Prepare final debt service numbers.
13. Assist with the closing of the financing.

**Agreement for
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of the 1st day of April, 2023 by and between COUNTY OF PLUMAS, hereinafter "County" and KNN PUBLIC FINANCE, a California Limited Liability Company, hereinafter "KNN".

WITNESSETH

WHEREAS, the County desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, KNN desires to provide such advice and service to the County; and

WHEREAS, KNN is an independent Municipal Advisory firm, registered as such with both the U.S. Securities and Exchange Commission ("SEC") and with the Municipal Securities Rulemaking Board ("MSRB"); and

WHEREAS, the County desires general "On-Call" Municipal Advisory Services and transaction services for a variety of projects from time to time;

NOW, THEREFORE, the County and KNN agree as follows:

1. KNN acknowledges that, under this Agreement, it has a fiduciary duty to the County and agrees to act in the County's best interests and must provide both a Duty of Care and a Duty of Loyalty.
2. KNN agrees to provide general "On-Call Municipal Advisory Services as specified in the Scope of Services detailed in **Exhibit A** of this Agreement, as needed.
3. KNN agrees to provide Transaction Services as specified in the Scope of Services detailed in **Exhibit B** of this Agreement, as needed.
4. KNN hereby confirms that it is registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and MSRB. KNN is not a broker dealer and does not provide underwriting services under any circumstance.
5. The County agrees that in consideration for the foregoing services to be performed by KNN, the County will do the following:
 - (a) The County will cooperate with KNN and will provide all information which is reasonably required to enable KNN to fulfill its duties to the County.
 - (b) The County will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.
 - (c) The County will furnish KNN with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the County.

- (d) The County will pay KNN for the Services set forth in **Exhibits A and B** in accordance with **Exhibit C** of this Agreement. The total amount paid by County to KNN under this Agreement shall not exceed \$4,000.00.
- 6. The term of this Agreement shall be from the date hereof, through January 31, 2026. The County may extend the Agreement for two consecutive one-year terms. At any time and without cause, this Agreement may be terminated by either party by giving forty-five (45) days written notice to the other.
- 7. The information used in developing forecast assumptions will be derived from published information and other sources that KNN considers appropriate. However, KNN does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, KNN does not represent that any projections of growth will be representative of the results that actually will occur.
- 8. Indemnification
 - (a) KNN shall indemnify, hold harmless, release and defend (at County's request) the County, its Board of Supervisors, officers, agents, and employees, and each of them from and against any and all actions, claims, damages, liabilities, costs or expenses that may be asserted by any person or entity, including KNN, to which it may become subject as a result of KNN's gross negligence, wrongful performance or failure to perform under this Agreement.
 - (b) To the extent permitted by law, the County shall defend (at KNN's request), indemnify, hold harmless, and release KNN, its directors, officers, agents and employees, and each of them, from and against any and all actions, claims, damages, liabilities, costs or expenses that may be asserted by and person or entity, including the County, to which it may become subject as a result of County's gross negligence, wrongful performance or failure to perform under this Agreement.
 - (c) Notwithstanding the above, neither the County nor KNN shall have any obligation to indemnify and hold harmless the other party for any settlement of any such action effected without the other party's consent.
 - (d) In the event of concurrent negligence or wrongful acts, errors, or omissions of KNN, including its directors, officers, agents, agents and employees, liability for any and all claims, damages, liabilities, costs or expenses shall be apportioned under the California "Theory of Comparative Negligence" as presently established or as may be hereafter modified.
 - (e) This provision shall survive termination of the Agreement.
- 9. KNN's services consist solely of providing expert and experienced assistance to municipalities as a Municipal Advisor. KNN does not render any legal, accounting or actuarial advice.

10. Pursuant to MSRB Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of KNN and its associated persons. Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include how to receive a copy of the MSRB Municipal Advisory client brochure. We have included disclosures regarding MSRB Rule G-42 and G-10 in **Exhibit D** of this Agreement.
11. This Agreement constitutes the entire Agreement between the parties. KNN shall not assign this agreement without the prior written consent of County.
12. Effective July 1, 2014, pursuant to the U.S. Securities and Exchange Commission record retention regulations, KNN is required to maintain in writing, all communication and created documents between KNN and the County for 5 years.
14. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of California.
15. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

KNN PUBLIC FINANCE, LLC

By 

David Leifer, Senior Managing Director

Date: 3/23/2023

By: 
Name: Dwight Ceresola
Title: Board of Supervisors - Chair
Date signed: 05 09 23

Attest:

By: 
Name: Heidi White
Clerk of the Board of Supervisors
Date signed: 5.9.2023

Approved as to form:


 3/22/2023
Joshua Brechtel
Deputy County Counsel

Exhibit A
General Municipal Advisory Scope of Services

As requested by the County, KNN shall provide "On-Call" advisory services including the following:

1. Serve as the County's Independent Registered Municipal Advisor (IRMA). In that capacity, evaluate unsolicited financial proposals received by the County from underwriters or other market participants. Provide a written analysis of such proposals, as requested.
2. Monitor outstanding County debt for refunding opportunities.
3. Prepare preliminary debt service analyses and plans of finance in connection with County capital planning or other financing needs.
4. Develop a Plumas County Debt Affordability Model to evaluate the impact of new debt on key County debt and financial metrics, as needed.
5. Assist with the development and refinement of debt, disclosure and operating reserve policies.
6. Provide public finance educational workshops for staff and Board of Supervisors, as requested.
7. Review rating agency methodologies and criteria and support calls and meetings relating to rating surveillance.
8. Present financing opportunities related to contemplated projects and specific areas of interest to the County.
9. Participate in meetings of the County Debt Advisory Committee and Board of Supervisors, or other meetings, as needed.
10. Assist County in the review of conduit financing proposals under consideration by the County.
11. Other advisory services, as requested.

Exhibit B
Transaction Scope of Services

The County may require the Contractor to provide municipal advisory services in connection with a debt issuance during the term of the Agreement, including, but not limited to the following:

1. Coordinate activities of financing team members and representatives of the County.
2. Analyze bond structures (independent from the underwriter) that will be most attractive to bond market participants and will result in the best bond pricing for the County.
3. Analyze method of sale, including negotiated, competitive, or direct purchase.
4. Prepare debt service analysis under alternative market scenarios.
5. Provide County staff with training and or regular updates on key issues relating to the proposed bond structure.
6. Assist in review of all financing and legal documents.
7. Develop rating agency strategy and approach. Prepare rating agency presentation and accompany County staff to rating agency meetings.
8. Assist County in presenting the financing to the Board of Supervisors, as requested.
9. Monitor tax-exempt and taxable municipal bond market conditions; make recommendations regarding timing of pricing.
10. Evaluate potential cost effectiveness of credit enhancement.
11. For a negotiated sale, review fees proposed by underwriter(s) to ensure consistency with market comparables and make recommendations about composition of underwriting syndicate as well as syndicate policies (i.e., liabilities, retentions, etc.) to ensure the proper incentives are structured to result in the lowest cost of funds for the County.
12. For a negotiated sale, provide pricing oversight to ensure a transparent process and the best result for the County, including the following activities:
 - a) analysis of relevant/recent pricing comparables;
 - b) outreach to non-manager underwriter desks to ensure proposed pricing is consistent with market environment;
 - c) negotiation with the senior underwriter to ensure final pricing yields are consistent with demand for bonds.
13. For a competitive sale, coordinate the bidding process and all aspects of competitive sale.
14. For direct purchase, conduct lender solicitation, including outreach to potential lenders and summary of responses.
15. Assist the County and the financing team in arranging for the execution of financing documents and in the closing of the financing.
16. Review and provide updates to the County's debt policy to ensure compliance with SB 1029 prior to issuance and County official duties.
17. Prepare a post-sale closing memorandum.

18. Provide advice about post issuance compliance requirements (i.e., arbitrage rebate, continuing disclosure, reporting to State Treasurer's Office, etc.)

Exhibit C
Fee Schedule

For services rendered in connection with **Exhibit A** of this document, (General "On-Call" Municipal Advisory Scope of Services), KNN will be compensated based upon the following schedule, not to exceed \$4,000.00:

Managing Director:	\$375 per hour
Director:	\$355 per hour
Vice President:	\$335 per hour
Assistant Vice President:	\$310 per hour
Associate:	\$275 per hour
Analyst:	\$245 per hour

KNN's hourly rates may be subject to annual increases not to exceed 3% per year, with written approval by the County.

For services rendered in connection with **Exhibit B** of this document (Transaction Scope of Services), KNN will be compensated based upon fixed transaction fees to be set forth in an amendment to this Agreement. The amount of such fee shall be based upon the complexity and scope of the transaction at the time the plan of finance for such transaction is known. The total amount paid by County to KNN under this Agreement shall not exceed \$4,000.00.

Exhibit D
Disclosures Pursuant to MSRB Rules G-42 and G-10

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties on Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary Events of KNN Public Finance, LLC ("KNN Public Finance") and its associated persons.

Conflicts of Interest

Other Municipal Advisor Relationships. KNN serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another KNN client. For example, KNN serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it will to your entity, if hired. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, KNN could potentially face a conflict of interest arising from these competing client interests. KNN fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

Compensation. KNN Public Finance represents that in connection with the issuance of municipal securities, KNN Public Finance may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, KNN Public Finance hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding KNN Public Finance's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair KNN Public Finance's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If KNN Public Finance becomes aware of any additional potential or actual conflict of interest after this disclosure, KNN Public Finance will disclose the detailed information in writing to the Issuer in a timely manner.

Legal or Disciplinary Events

KNN Public Finance, LLC, has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of KNN Public Finance municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission ("SEC") order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access KNN Public Finance's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA's CRD system and is publicly accessible through BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on KNN Public Finance's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

Additional Disclosures - MSRB Rule G-10

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- a) KNN Public Finance, LLC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- b) Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, the County of Plumas may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.



PLUMAS COUNTY COUNTY ADMINISTRATOR MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: September 3, 2024

SUBJECT: Approve and authorize Chair to sign Amendment No. 1 to agreement between Plumas County CAO and OpenGov; extending terms until October 29, 2024, and two (2) hours additional project management time, ten (10) hours additional analyst time, and twenty-eight (28) hours additional to make up for over budget on workforce plan due to extension; not to exceed \$8,600; General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign Amendment No. 1 to agreement between Plumas County CAO and OpenGov; extending terms until October 29, 2024, and two (2) hours additional project management time, ten (10) hours additional analyst time, and twenty-eight (28) hours additional to make up for over budget on workforce plan due to extension; not to exceed \$8,600; General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Plumas County is currently trying to implement a variety of new software programs. We had intended to finish the OpenGov installation at the end of October but would like to change this deadline to the end of December to give the County more time for training.

Reason for Change

Extension of project timeline to close December 20, 2024.

Original project closure date

October 29, 2024.

Scope of Change

One (1) project extension. Two (2) hours additional project management time, ten (10) hours additional analyst time, and twenty-eight (28) hours additional to make up for over budget on workforce plan due to extension.

Project Impact (Schedule and Cost)

Cost - \$8,600 for 40 additional project hours to accommodate project timeline extension.

Action:

Approve and authorize Chair to sign Amendment No. 1 to agreement between Plumas County CAO and OpenGov; extending terms until October 29, 2024, and two (2) hours additional project management time, ten (10) hours additional analyst time, and twenty-eight (28) hours additional to make up for over budget on workforce plan due to extension; not to exceed \$8,600; General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact of \$8,600

Attachments:

1. OpenGov Amendment No. 1 3721 FINAL
2. OpenGov Original Contract

Project Change Order	
Customer:	County of Plumas, CA
Project:	Mavenlink URL
Date Requested:	08/16/2024
Requested by:	Haley Gearen

Reason for Change
Extension of project timeline to close December 20, 2024. Original project closure date October 29, 2024.
Scope of Change
One (1) project extension. Two (2) hours additional project management time, ten (10) hours additional analyst time, and twenty-eight (28) hours additional to make up for over budget on workforce plan due to extension.
Project Impact (Schedule and Cost)
Cost - \$8,600 for 40 additional project hours to accommodate project timeline extension.

Approvals	
OpenGov Signature: Name: Sam Kramer Title: Vice President, Finance Date:	Customer Signature: Name: Greg Hagwood Title: Chair, Board of Supervisors Date:

ATTEST:


Signature:

Name: Allen Hiskey

Title: Clerk of the Board

Date:

Approved as to form:



Joshua Brehntel, Attorney
County Counsel's Office

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **County Administrative Officer** (hereinafter referred to as "County"), and OpenGov, Inc. a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit C, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Two Hundred Seventy-Seven Thousand Seven Hundred and Eight-Seven and 00/100 dollars (\$277,787.00).
3. Term. The term of this agreement shall be from March 5, 2024 through March 4, 2027, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement as provided in Exhibit B, attached hereto.
5. Non-Appropriation of Funds. After the first full year of this Agreement, it is mutually agreed that if, for 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 provide notice at least 60 days prior to the end of the then-current annual Agreement term and shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the uncured material breach of work covered by this Agreement arising either directly or indirectly from any willful acts or omissions or gross negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and technology errors and omissions liability, if applicable to the services provided) coverage, with minimum per occurrence limit or per claim limit for technology errors and omissions liability of one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of 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 fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and technology errors and omissions 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. With the exception of technology errors and omissions liability, 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 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. With the exception of technology errors and omissions liability, the primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

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

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
- 12. Assignment. Contractor may only assign as provided in Exhibit B.

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

County:

County Administrative Officer
 County of Plumas
 520 Main Street, Room 309
 Quincy, CA 95971
 Attention: Debra Lucero

Contractor:

OpenGov, Inc.
 660 3rd Street, Suite 100

San Francisco, CA 94107
Attention: Legal

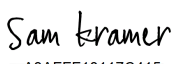
22. Intentionally Omitted.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with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

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

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


CONTRACTOR:

OpenGov, Inc. a California Corporation

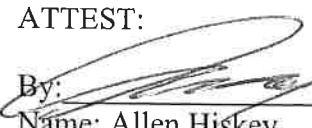
DocuSigned by:

 By: A3AFFF18117C415
 Name: Sam Kramer
 Title: Vice President, Finance
 Date signed: 2/21/2024

COUNTY:

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

By: 
 Name: Greg Hagwood
 Title: Chair, Board of Supervisors
 Date signed: 2-20-2024

ATTEST:

By: 
 Name: Allen Hiskey
 Title: Clerk of the Board
 Date signed: 2-20-2024

Approved as to form:


 Joshua Brechtel
 Deputy County Counsel

EXHIBIT A

Order Form



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q013838
Created On: January 19, 2024
Quote Expiration Date: March 30, 2024
Subscription Start Date: April 01, 2024
Subscription End Date: March 31, 2027

Prepared By: Greg Balter
Email: ghalter@opengov.com
Contract Term: 36 Months

Customer Information

Customer: County of Plumas, CA
Bill To/Ship To: 520 Main St
Quincy, CA US

Contact Name: Debra Lucero
Email: debralucero@countyofplumas.com
Phone: 530-283-6446

Order Details

Billing Frequency: Upfront

Payment Terms: Net 30

SOFTWARE SERVICES			
Product / Service	Interval Start Date	Interval End Date	Interval Fee
Budgeting & Planning Dashboards, Financial Integration, Online Budget Book, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning	April 01, 2024	March 31, 2025	\$65,065.00
Budgeting & Planning Dashboards, Financial Integration, Workforce Planning, Transparency, Story Builder, Reporting & Analytics, Operating & Capital Budgeting, Open Town Hall, Online Budget Book	April 01, 2025	March 31, 2026	\$68,318.00
Budgeting & Planning Dashboards, Transparency, Story Builder, Reporting & Analytics, Workforce Planning, Open Town Hall, Online Budget Book, Financial Integration, Operating & Capital Budgeting	April 01, 2026	March 31, 2027	\$71,734.00
Total Amount			See Billing Table

PROFESSIONAL SERVICES		
Product / Service	Start Date	Total Amount
Professional Services Deployment - Prepaid	April 01, 2024	\$72,670.00
Services Total Amount		\$72,670.00

Order Form Legal Terms

Welcome to OpenGov!
This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>. The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

County of Plumas, CA	OpenGov, Inc.
Signature:	DocuSigned by: Signature:
Name: Greg Halverson	Name: Sam Kramer
Title: CMAA	Title: VP, Finance
Date: 2-20-2024	Date: 2/21/2024

Billing Date: 4/1/2024
Billing Amount: \$277,787.00 (Annual Software Fee for Years 1-3 + Professional Services)

EXHIBIT B**OpenGov Master Services Agreement**

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. Professional Services
 - 2.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
 - 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.
- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property

Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.
- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without

setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

- 7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.
- 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.
- 7.1.4. Customer Delays; On Hold Fee.
 - 7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.
 - 7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).
- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.
- 7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or

the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
 - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
 - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.
 - 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL,

OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

- 10.7. **Survival.** The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. **Assignment.** There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. **Independent Contractors.** This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. **Governing Law and Jurisdiction.** California laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties submit to the personal jurisdiction and venue therein.
- 10.11. **Complete Agreement.** OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.


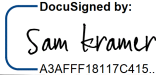
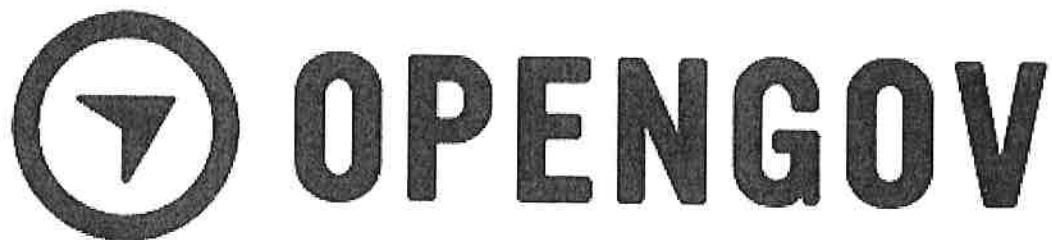
Signatures	
Customer: _____ Signature:  Name: <u>GREG HAGWOOD</u> Title: <u>CHAIRMAN</u> Date: <u>2-20-2024</u>	OpenGov, Inc. DocuSigned by: Signature:  Name: <u>Sam Kramer</u> Title: <u>VP, Finance</u> Date: <u>2/21/2024</u>

EXHIBIT C



Statement of Work

County of Plumas, CA

Creation Date: 1/19/2024
Document Number: PS-
05422 Version Number: 2
Created by: Jennifer Nordin

Table of Contents

1. Overview and Approach	3
1.1. Agreement	3
2. Statement of Work	3
2.1. Project Scope	3
2.2. Facilities and Hours of Coverage	4
2.3. Key Assumptions	4
2.4. Exclusions	4
2.5. OpenGov Responsibilities	5
2.5.1. Activity 1 – Project Management	5
2.5.2. Activity 2 – Initialization	5
2.5.3. Activity 3 – OpenGov Use Cases	6
2.5.4. Activity 4 – Training	6
2.6. Your Responsibilities	7
2.6.1. Your Project Manager	7
2.7. Completion Criteria	7
2.8. Estimated Schedule	8
2.9. Illustrative Project Timelines	8
2.10. Charges	8
2.11. Offer Expiration Date	8
Appendix A: Engagement Charter	9
A-1: Communication and Escalation Procedure	9
A-2: Change Order Process	9
A-3: Deliverable Materials Acceptance Procedure	10
Appendix B: Implementation Activities	11
B-1: OpenGov Budgeting & Planning Suite	11
Appendix C: Technical Requirements	18
C-1: OpenGov Budgeting & Planning Suite	18

1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for County of Plumas, CA ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Budgeting & Planning as defined in the OpenGov Responsibilities section of this document. Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Budgeting & Planning solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Change Order Process, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30 am to 6:00 pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the project Change Order Process (see [Appendix A-2](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. OpenGov or its authorized independent contractors provide Professional Services to Customer as described in this SOW as agreed to by the parties.
- D. Budgeting and Planning Suite
 - i. Customer will provide Budget and Actuals data within two (2) weeks immediately following the kick-off meeting.
 - ii. Customer's Integration is unidirectional from Munis into OpenGov. The integrated data will be linked to the Customer's OpenGov Chart Of Accounts.
 - iii. Customer has provided the following relevant dates:
 1. Online Budget Book is due 6/1/2024
 2. Operating Budget Kick Off is 1/10/ 2025
 - iv. OpenGov budget proposal configuration will include: up to fifty (50) department proposals.
 - v. OpenGov Online Budget Book (OBB) configuration will include:
 1. Six (6) Standard OBB templates; up to fifty (50) department stories pages and up to two (2) reports with report views to use in the OBB.
 - vi. OpenGov best practice is to not exceed tested limits of the product.

2.4. Exclusions

- Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed in Appendix B.
- Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in Appendix B.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation

- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Budget & Planning Use Cases

- A. Centralized Operating Budget
- B. Multi-Year Workforce Planning
- C. Interactive Online Budget Books

Completion Criteria:

This activity will be considered complete when:

Budget & Planning Use Cases

- Chart of Accounts is configured
- Operating Budget proposals are configured
- Workforce Plan is configured
- Online Budget Book templates are configured
- Financial integration is configured
- Budget reports are configured

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10 (ten), for class sizes larger than 10 (ten) it may be necessary to have more than one instructor.

Completion Criteria:

- Administrator training is provided
- End User training is provided

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Communication and Escalation Procedure.

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End date is reached

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of nine months following project kick off ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Budgeting & Planning Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Financial Integration										
Budget and Planning Suite	Chart of Accounts									
	Operating Budget									
	Workforce Planning									
	Online Budget Book									
	Budget End User Training									
GoLive Support	Hypercare									
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.										

2.10. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

2.11. Offer Expiration Date

This offer will expire on February 29, 2024 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: OpenGov Budgeting & Planning Suite

Instance Creation

Budgeting & Planning Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Provisioning Reporting & Transparency Platform	OpenGov will: <ul style="list-style-type: none"> OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules. 	Customer will: <ul style="list-style-type: none"> Confirm access to entity and modules.

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	OpenGov will: <ul style="list-style-type: none"> Provide up to one (1) one-hour working sessions at the beginning of the project to: <ul style="list-style-type: none"> Review deliverables Review technical requirements Provide documentation on requirements and processes OpenGov Assumptions: <ul style="list-style-type: none"> Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting. 	Customer will: <ul style="list-style-type: none"> Identify relevant participants for attendance. Confirm deliverables. Gather and provide relevant data for the project.

Chart of Accounts Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Chart of Accounts (COA)	OpenGov will:	Customer will:

	<ul style="list-style-type: none"> ● Build Customer's COA in OpenGov in accordance with OpenGov technical requirements. ● Review configured COA and uploaded data and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Manage new codes ○ Edit COA ○ Create Masks 	<ul style="list-style-type: none"> ● Provide current COA and transactional data. ● Validate and provide sign off on COA. ● Maintain the COA following configuration.
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Integration Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Financial Integration	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Installation of Agent and Database View Deployment or Set up a SFTP and Sample File Format. ● Integrate the following functionalities: <ul style="list-style-type: none"> ○ Actuals and Budget (Revenue and Expenses) ● Extract, transform (when required) and load the data ● Build Reports for the required functionalities ● Validate the historical data and current year data based on the Customer provided summary report. ● Schedule the current year data load ● Monitor the data load <p>OpenGov assumptions:</p> <ul style="list-style-type: none"> ● Integration is unidirectional from the Customer's Munis into OpenGov. ● The data will be linked to the Customer's COA. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide an IT resource to assist the project team in the initial set-up. ● Provide assistance to understand source system specific customizations and configurations when building the data extract. ● If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location. ● Any charges for the data from ERP system will be the customer responsibility. ● Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor. ● Provide a summary export data to validate against. ● Validate and provide sign off on the integrated data and reports. ● Changes to the underlying data after project closure will be responsibility of the customer to update. ● Maintenance of the integration file on an ongoing

		basis is the responsibility of the customer.
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Operating Budget Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Operating Budget	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Configure one (1) Budget instance, once Proof of Concept is validated. • Configure and upload Customer's base budget files into OpenGov budget instances. • Configure OpenGov Budget Proposals and Worksheets for up to fifty (50) Departments in the base budget file based on the agreed upon structure. • Review configured OpenGov Budget and provide training to Customer on how to: <ul style="list-style-type: none"> ◦ Create new Proposals and Worksheets ◦ Manage Budgets 	<p>Customer will:</p> <ul style="list-style-type: none"> • Provide current budget. • Validate Proof of Concept prior to OpenGov building out Budget Proposals and Worksheets. • Validate and provide signoff on Budget Proposals and Worksheets.
Operating Budget Community Feedback Topic	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Configure one (1) standard budget topic in Community Feedback. • Review configured OpenGov Topic and provide training to Customer on how to: <ul style="list-style-type: none"> ◦ Create new topics ◦ Manage topics ◦ Set Topics to Public and Closed. 	<p>Customer will:</p> <ul style="list-style-type: none"> • Provide logo and branding guidelines. • Validate and provide signoff on the standard budget topic. • Update the standard budget topic with Customer relevant information.
Operating Budget Story	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Configure one (1) standard budget Story template. • Review configured OpenGov Story and provide training to Customer on how to: <ul style="list-style-type: none"> ◦ Create new Stories ◦ Manage Stories 	<p>Customer will:</p> <ul style="list-style-type: none"> • Provide logo and branding guidelines. • Validate and provide signoff on Operating Budget Story template.

	<ul style="list-style-type: none"> ○ Publish Stories 	<ul style="list-style-type: none"> ● Update standard budget Story with Customer relevant information
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Workforce Planning Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Workforce Planning	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices. ● Review configured OpenGov Workforce Plan and provide training to Customer on how to: <ul style="list-style-type: none"> ○ Create Cost Elements ○ Populate and upload the Position Template 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide Position calculations and tables. ● Populate the Position Template and upload the completed template into OpenGov. ● Validate and provide signoff on the Workforce Plan calculations. ● Maintain the Workforce Plan and data once configured.

Budget and Planning Suite Reporting Configuration

Budget and Planning Suite Reporting	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the OperatingBudget(s). ● Configure up three (3) standard reports using the customer's integrated financial data: <ul style="list-style-type: none"> ○ Annual ○ Budget to Actuals ○ Transactions ● Configure up to four (4) Operating Budget Reports using OpenGov budget data: <ul style="list-style-type: none"> ○ Milestones ○ Development ○ Details ○ Categories* ● Review configured OpenGov Reports and provide training Customer on how to: 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Validate and provide sign-off of Reports. ● Maintain the Reports once configured. ● Map OpenGov Budget export to Customer ERP import format.
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	<ul style="list-style-type: none"> o Export Budget Data for use in OpenGov Reports. o Create new Reports o Manage Reports o Share Reports <p>*Budget Categories report is only available to customers using a zero-based budget.</p>	
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Online Budget Book Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Online Budget Book (OBB)	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Based on best practices, build out the Look and feel of six (6) Standard OBB Templates <ul style="list-style-type: none"> o Home Page o Generic (multi-use) o Operating o Department o Capital o Capital Project • Create OBB Reports and Report Views • Create OBB Stories from OBB Templates for each section of the Table of Contents and add: <ul style="list-style-type: none"> o Customer provided Narrative, Images, and External Data o OpenGov Report Views • Make Stories public and Publish OBB. 	<p>Customer will:</p> <ul style="list-style-type: none"> • Provide logo and branding colors to OpenGov. • Provide complete OBB content to allow OpenGov to copy and paste into the OBB. • Sign off on OBB Templates prior to OBB Story Page Configuration. • Validate and sign off on OBB pages. • Make any continuing edits to the content after OpenGov has added the content to the appropriate story.

Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities
Budgeting & Planning Working Sessions	<p>OpenGov will:</p> <ul style="list-style-type: none"> • Per the agreed upon Project Plan, schedule working sessions with Customer's System Administrators to: 	<p>Customer will:</p> <ul style="list-style-type: none"> • Per the agreed upon Project Plan, attend working sessions to: <ul style="list-style-type: none"> o Understand

	<ul style="list-style-type: none"> ○ Review configurations; ○ Provide training on system functionality; ○ Gain feedback; and ○ Answer questions regarding configured system functionality. 	<ul style="list-style-type: none"> ○ configurations; ○ Gain training on system functionality; ○ Give feedback; and ○ Ask questions regarding configured system functionality
Reporting & Transparency Administrator Training	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide training to Customer System Administrators on how to: <ul style="list-style-type: none"> ○ Maintain the Chart of Accounts ○ Upload and manage data for reporting ○ Create and share Reports, Dashboards, Stories, and Topics. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings.
Budgeting & Workforce Administrator Training	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide training to Customer System Administrators on how to: <ul style="list-style-type: none"> ○ Create and manage Budgets ○ Prepare to set up Next Year's Budget ○ Create and manage Workforce Plans including Cost Elements and Position Upload Templates ○ Export Budget Data for use in OpenGov Reports. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings.
Online Budget Book Administrator Training	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide one (1) 60- Minute System Training designed for OBB Administrators on how to: <ul style="list-style-type: none"> ○ Use and copy OBB Templates ○ Add Reports Views to Stories ○ Add Customer content including: narrative, 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings.

	<p>images, and external data to Stories</p> <ul style="list-style-type: none"> ○ Publish Stories ○ Update and maintain Stories. 	
Virtual Budget End-User Training	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide one (1) 60-Minute training session(s) to Customer's Internal Users on how to: <ul style="list-style-type: none"> ○ Navigate Opengov Budgets and Reports 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Identify relevant participants and attend scheduled trainings.

Appendix C: Technical Requirements

C-1: OpenGov Budgeting & Planning Suite

Budgeting & Planning Suite	
Description	Technical Requirements
Chart of Accounts	<ul style="list-style-type: none"> • Flat file • .csv, .xls, .xlsx with headers • Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.
Financial Data Files (Transactional Export)	<ul style="list-style-type: none"> • Flat file • .csv, .xls, .xlsx with headers • 3-5 Years of Data
Financial Data Files (Summary Revenue and Expense Export)	<ul style="list-style-type: none"> • PDF export
Current Budget	<ul style="list-style-type: none"> • Flat file • .csv, .xls, .xlsx with headers • Operating Budget
Personnel Calculations and Tables	<ul style="list-style-type: none"> • PDF, Word, csv, .xls, .xlsx with headers
Workflow Management	<ul style="list-style-type: none"> • PDF, Word, .csv, .xls, .xlsx with headers
Logo Image	<ul style="list-style-type: none"> • .jpg or .png format • Transparent
Branding guidelines	<ul style="list-style-type: none"> • Hex codes



PLUMAS COUNTY COUNTY ADMINISTRATOR MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: September 3, 2024

SUBJECT: Viewpoint PBS Programming: Discover America: Great Places to Live, Visit and Start a Business; discussion and possible action.

Recommendation:

Discussion for possible action and direction to staff

Background and Discussion:

Viewpoint is uniquely designed as educational content for Public Television distribution in all 50 states. The series is above all else about education- education that informs viewers on the very latest topic and trends impacting the world. As part of cross promoting the series, further educational commercial segments will air on the major networks like, CNBC, CNN, Learning Channel and Bloomberg.

PUBLIC TELEVISION STATISTICS

Public Television base is Affluent, Educated Adults as a Target Audience.

Public Television Viewers in areas of (% more likely than US Average)

WEALTH

- 84% more likely to own \$150,000+ in stocks
- 42% more likely to have used money management or financial counsel
- 21% more likely to own investment real estate
- 67% more likely to have spent \$6,000+ in foreign travel in the last year

EMPLOYMENT

- 14% more likely to have the job title of Vice President
- 13% more likely to have the job title of President

EDUCATION

- 25% more likely to have completed post-graduate student
- 25% more likely to have taken adult-education courses in the last year
- 54% more likely to attend museums

- 44% more likely to be a book club member

CIVIL ENGAGEMENT

- 53% more likely to be a member of local government
- 52% more likely to belong to a civic club
- 52% more likely to be involved with charitable organizations

There are 3 segments on their website that indicate the type of programming and quality of the video and work. The first is an example of the public television segment hosted by Dennis Quaid. This segment we created is with **Southwest Airlines** and was on “*Diversity in the Workplace*”. It's on the home page of the website www.viewpointproject.com and it's the first segment at the top of Viewpoint's home page.

The second segment is an example of Viewpoint's public television segment they created with **Knickerbocker**, which is at <https://viewpointproject.com/dennis-quaid-ptv-segments/> and scroll down to the segment identified as “Luxury Reinvented”

The third segment is an example of Viewpoint's corporate identity piece the producers created with **Bell Helicopter**, which is on <https://viewpointproject.com/dennis-quaid-corporate-identity/> Which is on the top of the page.

For more information, please take a few minutes to review the **National Overview and Detailed Project Overview**. (attached to this agenda item).

Viewpoint has a three-pronged approach to its education and outreach. In simplest terms and numbers:

1. **Public Television Segment (3-5 minutes):** This segment is above all else about education - education that informs viewers on the very latest topics and trends impacting the world. It will be distributed nationally. It is a 3-5-minute short-form documentary that bridges the gap between 25-min and 55-min shows. On average the segments air 45-60 times per quarter, so roughly 60 million households and businesses will see them. This segment is hosted by Dennis Quaid and must remain educational and informative. There won't be any flashing phone numbers, websites, or logos on this particular piece. With that being said, Plumas County will have creative input into the storyline, and the name of each person on camera and the name of the company they work for will appear, so essentially it will be documentary style. If selected, Plumas County will have creative freedom to educate viewers about living, working, raising a family and starting a business in Plumas County.

Public Television Segments hosted by Dennis Quaid:

This piece was created with **Crystal Group, Inc. and INTEL** – it explores the future of “*Autonomous Vehicles.*” Visit this link and then scroll down to our **Technology** section - it's the first video:

<https://viewpointproject.com/dennis-quaid-ptv-segments/>

Also, under this same section **Under Travel and adventure** is a segment called “*Great Places to Live and Play*” that be great to watch as well.

2. **Corporate Identity Demo (5-6 minutes):** This segment is an in-depth look at the organization that we select and will be emailed to 1 million viewers requesting information about **Discover America: Great Places to Live, Visit and Start a Business**. It is 100% opted in and there will be a call-to-action in place so that after watching this segment, viewers would click and go to your website, or donate to a charity, or sign up for a newsletter. This call-to-action will be up to our featured guest, but it is mandatory that we have a call-to-action in place. The goal here is to educate a very niche/targeted group of viewers that will connect with this topic. We can target specific companies and individuals. Again, everything is opted-in, there is NO spam.

Corporate Identity Demos:

This piece was created with **AR Show** and talks about “*Augmented Reality Technology*”

Visit this link and then scroll down to our **Technology** section – it's the third video:

<https://viewpointproject.com/dennis-quaide-corporate-identity/>

If you go to the **Culture Section**: you will see a few more communities Viewpoint has worked with as well.

3. **Educational "Commercial" Spot for the Major Networks (1 minute):** The 1-minute educational commercial spot, or "60-Second Documentary" will air once nationally in all 50 states and 400 times regionally in the top 100 cities based on population (Chicago, San Francisco, NYC, Dallas etc.). Viewership is 84 million homes and all of Viewpoint's airings are peak and prime-time (6 p.m.-11 p.m. local). The networks this segment will air on CNBC, Fox Business, Discovery Channel, and Bloomberg. Plumas County will know the airings schedule prior to the actual airings and we'll also receive the airing affidavits directly from the major networks after the segments air.

Educational "Commercial" Spots:

This piece was created with **SKANSKA USA** and focuses on **"Heavy Equipment and Civil Construction."**

Visit this link, scroll down to our **Building/Architecture** section – it's the second video:

<https://viewpointproject.com/dennis-quaide-commercials/>

Plumas County's time commitment will be 8 hours for the entire project and about 6-7 hours of that will be for the filming day. If Plumas County is selected the only thing we'll be responsible for is the underwriting which is \$25,900.

There are no other costs associated with the project unless Plumas County is unable to capture filming in Viewpoint's South Florida Studios (obviously, we won't be going to South Florida). Should Viewpoint and Plumas County both agree that filming elsewhere other their studio makes the most sense from a visual perspective, then there would be a \$3,400 travel fee for our film crew and field producers to shoot on location.

TOTAL POSSIBLE COST: \$30,000 split between Plumas County partners.

Action:

Discussion, possible action and direction to staff

Fiscal Impact:

\$10,000 to the County of Plumas out of General Fund. The total cost is approximately \$30,000 split three ways between other community partners. Clint Koble is assisting with enlisting the other community partners.

Attachments:

1. Viewpoint Detailed Project Overview
2. Viewpoint National Overview

VIEWPOINT

— WITH DENNIS QUAID —



TABLE OF CONTENTS

CONTENT PROVIDER BENEFITS	1
PARTNERING WITH VIEWPOINT.....	2
PUBLIC TELEVISION SEGMENT	2
PROJECT DELIVERABLES	2
NETWORK EXPOSURE	3
COMMERCIAL DISTRIBUTION.....	3
DOCUMENTARY	3
CUSTOM CORPORATE DOCUMENTARY	3
INTERNET EXPOSURE	4
INTERNET DISTRIBUTION & NARROWCASTING	4
PTV FACTS	4
PUBLIC TELEVISION FACTS	4
WEALTH	4
EMPLOYMENT.....	4
EDUCATION.....	4
PRODUCTION CYCLE	5
PRE-PRODUCTION SCHEDULE	5
PRODUCTION SCHEDULE (90 DAY PROJECT SCHEDULE)	5

VIEWPOINT

WITH DENNIS QUAID

CONTENT PROVIDER BENEFITS

PARTNERING WITH VIEWPOINT

VIEWPOINT is uniquely positioned in the educational media market. The segments created are not just for a "general" audience; rather, these segments are customized to feature important aspects of your specific industry. Our partnerships allow VIEWPOINT to feature the biggest names, organizations, and breaking storylines to create the most intuitive and entertaining content available for the viewer.

PUBLIC TELEVISION SEGMENT

VIEWPOINT will develop and deliver a 3-5 minute educational segment comprehensively covering your field, hosted by Dennis Quaid. This cutting edge, network ready segment will feature topics specifically pertaining to your industry, and what role your organization plays in it. Every segment highlights new technologies, trends, and advancements being made while abiding by the strict educational statutes expected by Public Television.

PROJECT DELIVERABLES

As a thank you for participating as a Content Provider for the VIEWPOINT, a high end Commercial and Custom Documentary will be created and distributed to a wide array of national and international media outlets with millions of viewers. This content is high-quality, informative, and content-specific. These files will be provided as HD digital files at the completion of the project.

VIEWPOINT

WITH DENNIS QUAID

NETWORK EXPOSURE

COMMERCIAL DISTRIBUTION

VIEWPOINT utilizes strategic partnerships with various networks such as CNBC, MSNBC, The Learning Channel, CNN, Fox Business, The Discovery Channel, and many more to place commercial segments that are constructed to communicate the key issues impacting your target markets. These national spots reach over 84 million households nationwide, and only air in peak and prime-time slots.

Additionally, these spots are independently distributed on a regional basis in the top one hundred DMAs across the country, reaching an additional 30 million households.

DOCUMENTARY

CUSTOM CORPORATE DOCUMENTARY

The **VIEWPOINT** team understands that to have the proper content, it is critical to secure exemplary stories from our participant's. We also understand and realize the need for organizations such as yours to have a valuable set of deliverables at the conclusion of the project.

In addition to the other segments created, **VIEWPOINT** will utilize the resources provided, such as the additional footage obtained on the one-day location shoot, to produce a 5-6 minute corporate identity segment solely featuring your organization, and for your exclusive use. Using the driving industry story from our Content Providers as the backbone, this customized segment will feature the content in groundbreaking ways. The final segment can serve as a conduit to audiences online and elsewhere.

VIEWPOINT

WITH DENNIS QUAID

INTERNET EXPOSURE

INTERNET DISTRIBUTION & NARROWCASTING

VIEWPOINT has a unique laser targeted approach to internet branding for the series and our participant's educational content. Our Narrowcasting campaign involves the demographic targeting of audiences most inclined to take interest in your story and/or product. Content Providers and Partners of the **VIEWPOINT** have the ability to Narrowcast information and link directly to the video and/or applicable online content through a customized email campaign. Those receiving the email are demographically selected opt-in viewers who have an explicit interest in the topic and content presented.

PTV FACTS

PUBLIC TELEVISION FACTS

Public Television base is Affluent, Educated Adults as a Target Audience.
Public Television Viewers in areas of: (% more likely than US Average)

WEALTH

- 84% more likely to own \$150,000+ in stocks
- 42% more likely to have used money management or financial counsel
- 21% more likely to own investment real estate
- 67% more likely to have spent \$6,000+ in foreign travel in the last year

EMPLOYMENT

- 14% more likely to have the job title of Vice President
- 13% more likely to have the job title of President

EDUCATION

- 25% more likely to have completed post-graduate education
- 25% more likely to have taken adult education courses in the last year
- 54% more likely to attend museums
- 44% more likely to be a book club member

VIEWPOINT

WITH DENNIS QUAID

PRODUCTION CYCLE

PRE-PRODUCTION SCHEDULE

- Sign and Return Production Authorization - Upon Receipt
- Pre-Production Fee Due - Upon Receipt of Invoice, net 14 days
- Fill out and Return Project Research Questionnaire - Within 2 weeks of Receipt
- Send Collateral Materials (Logos, documents, website, etc.) - Within 2 weeks of Receipt

PRODUCTION SCHEDULE (90 DAY PROJECT SCHEDULE)

Day 1 - Field Producer Assigned to your Project at beginning of the Month

Day 2-3 - Field Producer reviews Project Research Questionnaire and Collateral Materials and Speaks with the Participant

Day 7-8 - Shoot Date and Location are confirmed by Participant

Day 30-45 - Script is Written and Story Board is developed

Day 35-50 - Participant Informs Field Producer of Script Approval or Technical Revisions within a Week of Receipt

Day 55-65 - Shoot Takes Place on Date and Location Selected by Participant

Day 65-80 - Segments are Edited based on Approved Script and Shot List

Day 85-90 - Segments are Approved by Participant within 10 days of Receipt

Day 90 - Segments are Delivered to the Participant in HD format on a Flash Drive

Day 90+ - Participant is Notified of Public Television Distribution and Scheduled for Commercial Airings and Internet Distribution

NATIONAL

Public Television Documentary

Viewpoint short-form documentary (3-5 minutes) will be distributed to Public Television stations in all 50 states, airing for one year, for unlimited broadcast (estimated reach for one year is 60 million households). The short-form documentary is hosted by Dennis Quaid.

5-6 Minute Corporate Profile

Viewpoint will provide the production of one (1) broadcast quality, 5-6 minute educational documentary profile in HD with expansive and detailed information documenting the issues and educational message that concern your target audience.

Internet Media

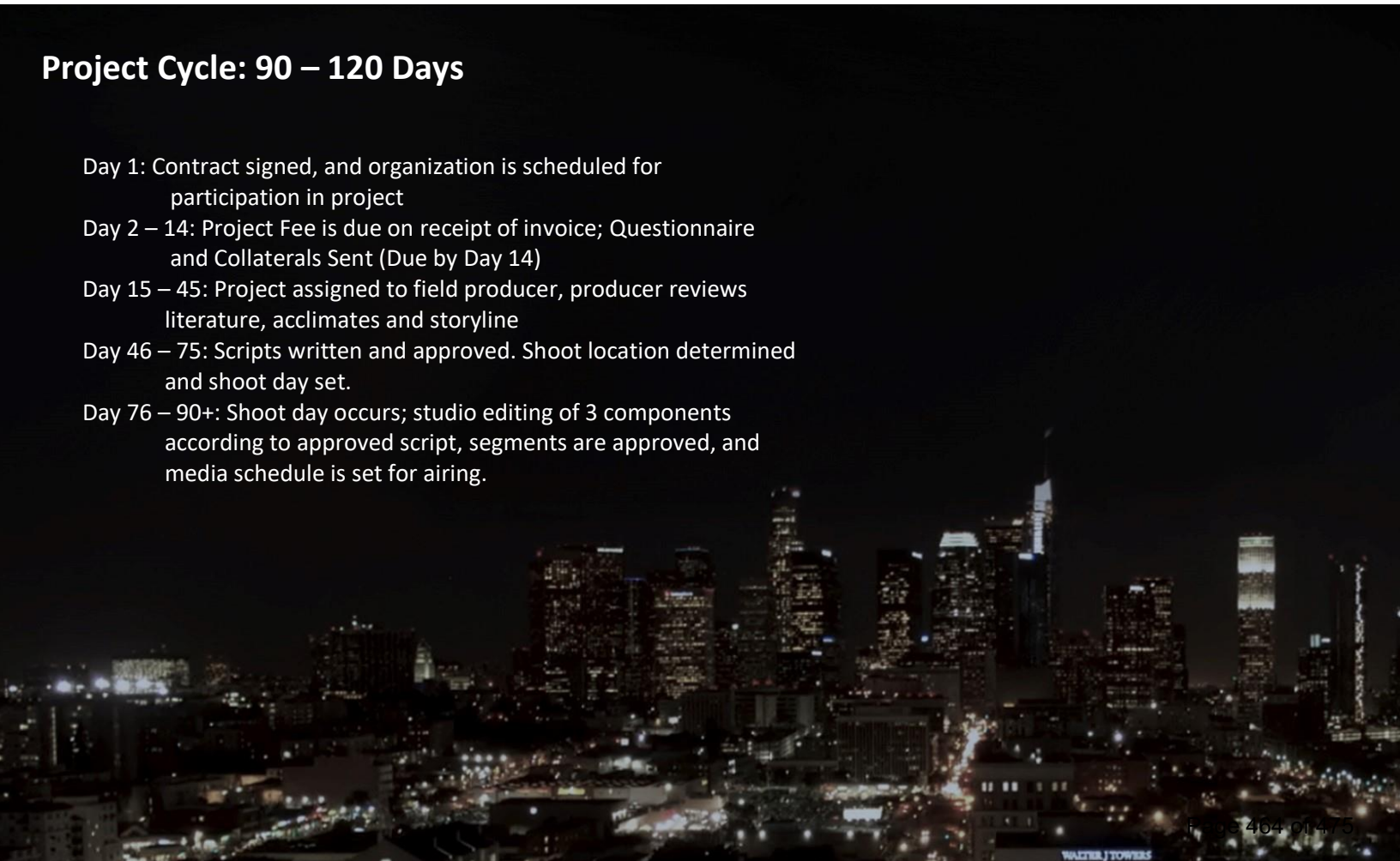
Viewpoint will digitize the 5-6 minute documentary into a digital file for streaming on your company or organization's website, and will be delivered in a format for streaming on social media. Viewpoint will design and generate an email campaign to your narrowcasted audience sending up to 1,000,000 video emails from the Viewpoint email database.

Commercial Television Airings

Viewpoint will provide the production of one (1) highend one-minute educational commercial segment used for network distribution, broadcast once prime time in over 84 million homes via MSNBC, CNBC, or an equivalent network; and airing 400 times in the top 100 Designated Market Areas during peak and prime time on networks such as CNBC, CNN Headline News, The Learning Channel, Discovery Life, Discovery Channel, or equivalent networks.

Project Cycle: 90 – 120 Days

- Day 1: Contract signed, and organization is scheduled for participation in project
- Day 2 – 14: Project Fee is due on receipt of invoice; Questionnaire and Collaterals Sent (Due by Day 14)
- Day 15 – 45: Project assigned to field producer, producer reviews literature, acclimates and storyline
- Day 46 – 75: Scripts written and approved. Shoot location determined and shoot day set.
- Day 76 – 90+: Shoot day occurs; studio editing of 3 components according to approved script, segments are approved, and media schedule is set for airing.





PLUMAS COUNTY BOARD OF SUPERVISORS MEMORANDUM

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: September 3, 2024
SUBJECT: Eastern Plumas Recreation District Board; discussion and possible action.

Recommendation:

Eastern Plumas Recreation District Board; discussion and possible action.

Background and Discussion:

At one time I was a Director of the EPRD Board and you should know that it crashed at the time of Covid and needs to be revived under the auspices of the PC Board of Supervisors until it can be up and running again with a sufficient quorum.

The major reason it needs to be IMMEDIATELY revived is that it owns a 5 acre parcel along the railroad tracks in Chilcoot and the board was trying to turn it into a community park and a railway depot for a future passenger train between PC and Reno.

At the time, I was a board member, so was my ex-husband but we divorced and he quit, and the other Director was Mr. Goodwin of the Goodwin Store in Chilcoot. So all we most likely need is one more Director for a quorum.

David Goodwin's son actually designed the park and a depot building for future passengers. I was able to get the railway idea into the PC 10 year plan and Cal Trans Railway has put a train in their CA state plan. NV DOT was working to put it together into their plan (bi-state).

I envision a train from Quincy to Reno. Depots at Spring Green and Feather River Inn in Blairsden and the Chilcoot location then on to Reno with stops at Tahoe Meadows College, UNR and downtown. Other stops on the Nevada side could be at Amazon on Red Rock.

The EPRD is vital to further tourism for Districts 1, 3 and 5 and Loyalton/Sierraville which can create many needed, good paying jobs. The train could also do weekends in Sierra Valley for evening dining, daytime biking and bird watching, enhancing the new Wildlife Center on A-23.

Action:

Eastern Plumas Recreation District Board; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Mimi Garner Email Letter EPRD
2. thumbnail_Park_Chilcoot_CA_East
3. Park_Chilcoot_CA_North
4. Park_Chilcoot_CA_REC CENTER
5. Park_Chilcoot_CA_REC CENTER EAST
6. Park_Chilcoot_CA_Top

7. Park_Chilcoat_CA_TRAIN DEPOT East

Hello Debra,

I am following up on a request that I sent to your department long ago regarding the revival of the Eastern Plumas Recreation District which is vital to the wellbeing of our community for Districts 5, 1, and 2. It has obviously gotten lost along the way.

At one time I was a Director of the EPRD Board and you should know that it crashed at the time of Covid and needs to be revived under the auspices of the PC Board of Supervisors until it can be up and running again with a sufficient quorum.

The major reason it needs to be IMMEDIATELY revived is that it owns a 5 acre parcel along the railroad tracks in Chilcoot and the board was trying to turn it into a community park and a railway depot for a future passenger train between PC and Reno.

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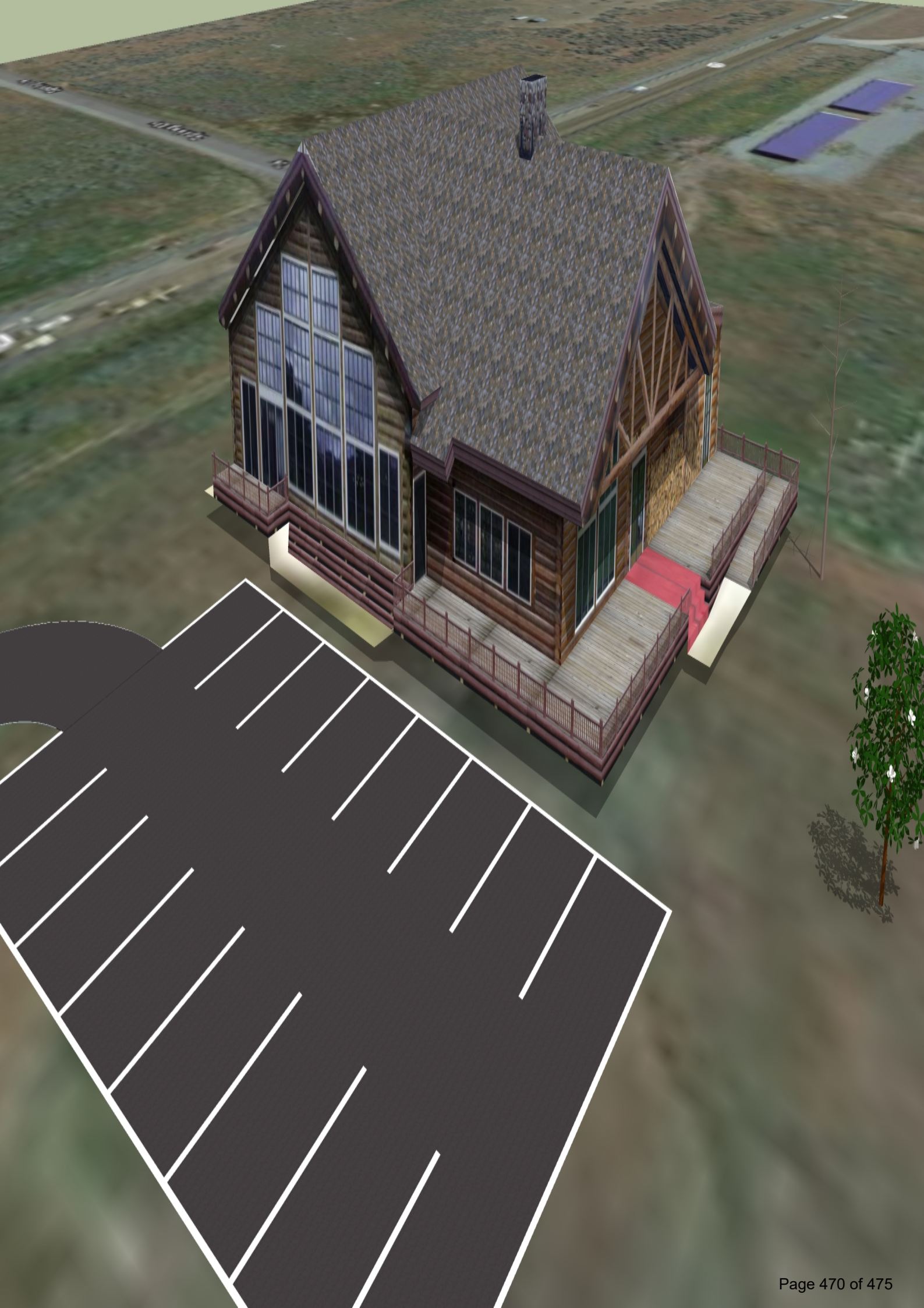
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Please give me a call when you find time to discuss how we get the EPRD going and funded.

Regards, Mimi Garner















**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: September 3, 2024
SUBJECT: Authorize Chair to sign a letter to USDA Forest Service for election to receive Federal Forest Revenue Payments for FY 23/24; discussion and possible action.

Recommendation:

Authorize Chair to sign a letter to USDA Forest Service for election to receive Federal Forest Revenue Payments for FY 23/24; discussion and possible action.

Background and Discussion:

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Action:

Authorize Chair to sign a letter to USDA Forest Service for election to receive Federal Forest Revenue Payments for FY 23/24; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. TITLE I-II-III ALLOCATION - 2022

BOARD OF SUPERVISORS

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



September 3, 2024

Ms. Ada Waelder
USDA Forest Service
101 B Sun Avenue, NE
Albuquerque, NM 87109

Re: Election to Receive Federal Forest Reserve Payments

Dear Ms. Waelder:

The Board of Supervisors of the County of Plumas, California elects to receive for their share of the Federal Forest Reserve Payment according to the following allocation.

Title I Allocation	85.00%
Title II Allocation	8.00%
Title III Allocation	7.00%

If you have any questions, please do not hesitate to contact me.

Sincerely,

Greg Hagwood, Chair
Board of Supervisors