



## **BOARD OF SUPERVISORS**

Vacant, 1<sup>st</sup> District  
Kevin Goss, Chair 2<sup>nd</sup> District  
Sharon Thrall, Vice Chair 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jeff Engel, 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF AUGUST 18, 2020 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, 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 the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

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

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

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

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

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

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## ACTION AGENDA

1. **PUBLIC HEALTH AGENCY** – Andrew Woodruff  
Report and update on COVID-19; receive report and discussion

### **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) BEHAVIORAL HEALTH** [View Item](#)

Approve and authorize the Chair to sign the following agreements for services provided to the Plumas County Behavioral Health Department; all contracts have been approved as to form by County Counsel:

• Plumas Unified School District	\$251,932
• Roundhouse Council	50,000
• Environmental Alternatives	636,000
• Plumas Rural Services (Child Mental Health Services)	75,000
• Plumas Rural Services (Client Support/Homeless Prevent)	286,113
• Plumas Rural Services (Girl's Rite Youth Prevention Program)	18,822
• Plumas Public Health Agency (Veterans Outreach)	50,000
• Plumas Public Health Agency (Senior Connections)	65,000
• Plumas Mental Health Services Act Loan Assumption Program	10,000

#### **B) CHILD SUPPORT SERVICES**

Approve and authorize the Chair to sign contract, not to exceed \$20,000, between County of Plumas and Law Office of Jessica Ryan Keeney for attorney services; approved as to form by County Counsel [View Item](#)

#### **C) PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to sign a revised Memorandum of Understanding (PCCFC-COUNTY- MOU) between Plumas County Children and Families Commission and the County of Plumas, and ratify the MOU effective July 1, 2019, approved as to form by County Counsel [View Item](#)
- 2) Adopt **RESOLUTION** to accept Grant Agreement Number 19-11158 from the California Department of Public Health for HIV Care Program COVID Relief; and authorize the Director of Public Health to sign as the Boards designee [View Item](#)
- 3) Adopt **RESOLUTION** to accept Grant Agreement Number 19-11132 from the California Department of Public Health for the Ryan White Program COVID Supplemental Grant, and authorize the Director of Public Health to sign as the Boards designee [View Item](#)
- 4) Authorize the Auditor to pay invoice #70900217433 of \$2,316.30, Invoice #70900217434 of \$2,316.30, Invoice #70900217435 of \$1,602.19 and Invoice #70900217436 of \$1,602.19 to Les Schwab Tires for vehicle maintenance services for fiscal year 19-20 due to exceeding contract amount [View Item](#)
- 5) Approve and authorize the Chair to sign the following service agreements related to Ryan White-Part B & C Program for Fiscal Year 2020-2021; and approve ratification of payment of services rendered to date, approved as to form by County Counsel. [View Item](#)

• Modoc County Public Health	PARTB2021MCPH	\$ 7,390
• Sierra County Human Services	PARTB2021SCHS	3,000
• Lassen County Public Health	PARTC2021LCPH	12,260
• Northeastern Rural Health	PARTC2021NRHC	14,100
• Karuk Tribe	PARTC2021KARUK	16,600
• Plumas District Hospital	PARTC2021PDH	20,000
• Siskiyou County HIV/AIDS Found	PARTC2021SCAF	9,400

**D) PROBATION**

Approve and authorize the Chair to sign agreement, not to exceed \$8,000, between County of Plumas and Plumas Rural Services for Parenting Groups, effective July 1, 2020; approved as to form by County Counsel [View Item](#)

**E) BUILDING/CODE ENFORCEMENT**

Approve and authorize the Chair to sign contract, not to exceed \$10,000, between County of Plumas and Axles Boneyard, LLC for vehicle abatement services; approved as to form by County Counsel [View Item](#)

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

**Convene as the Walker Ranch Community Services District Governing Board**

**3. WALKER RANCH CSD – Robert Perreault**

Approve, and authorize the Chair to sign, Amendment No. 1 to Generator Construction Agreement, extending time to September 30, 2020, between County of Plumas and Converse Construction, Inc.; approved as to form by County Counsel [View Item](#)

**Adjourn as the Walker Ranch Community Services District Governing Board and reconvene as the Board of Supervisors**

**4. DEPARTMENTAL MATTERS**

**A) TREASURER/TAX COLLECTOR – Julie White**

**Feather River Tourism Association:** Accept results of petition to establish Feather River Tourism Marketing District; and adopt **RESOLUTION** of Intent to Establish the Feather River Tourism Marketing District, Setting the Time and Place of Public Meeting and Public Hearing Thereon and Giving Notice Thereof. **Roll call vote** [View Item](#)

**B) AUDITOR/CONTROLLER – Roberta Allen**

Authorize the Auditor/Controller to recruit and fill vacant, funded and allocated 1.0 FTE Payroll Specialist I/II position, created by retirement; discussion and possible action [View Item](#)

**C) PUBLIC WORKS – Robert Perreault**

Authorize Public Works to recruit and fill vacant, funded and allocated 1.0 FTE Maintenance Worker position, Quincy District; discussion and possible action [View Item](#)

**D) SHERIFF – Todd Johns**

Adopt **RESOLUTION** authorizing the Sheriff to apply for State Homeland Security Funding for FY 2020-2021. **Roll call vote** [View Item](#)

**E) COUNTY ADMINISTRATIVE OFFICE – Gabriel Hydrick**

1) Approve and authorize the Chair to sign Lease Agreement between County of Plumas and Plumas Charter School for use of the old Probation building, East Quincy; discussion and possible action [View Item](#)

2) Status of proposed projects for Prop 68 - Office of Grants and Local Services (OGALS)

**F) PLANNING – Tracey Ferguson**

Approve and authorize the Planning Director to submit the CivicSpark 2020-21 Pre-Service Capacity Assessment to the Local Government Commission for Plumas County to be listed as a local public agency beneficiary for the Sierra Business Council 2020-21 CivicSpark Project; discussion and possible action [View Item](#)

**5. BOARD OF SUPERVISORS**

- A. Correspondence
- B. 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 performance evaluation – Director of Social Services/Public Guardian
- B. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding Plumas County Properties, Assessor's Parcel Nos. 117-350-43; 117-350-44; 117-350-46; 117-350-47; 117-350-48; 117-350-49; 117-350-50; 116-310-01; 117-140-26
- C. Conference with real property negotiator, Gabriel Hydrick, County Administrator 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
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- E. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- F. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- H. 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)**

**ADJOURNMENT**

Adjourn meeting to Tuesday, September 1, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson Ph.D., Director



JA

DATE: August 18, 2020

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director

SUBJECT: Consent Agenda

## Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$251,932.00 Agreement with Plumas Unified School District.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign an \$50,000.00 Agreement with Roundhouse Council.
3. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$636,000.00 Agreement with Environmental Alternatives.
4. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$75,000.00 Agreement with Plumas Rural Services Child Mental Health Services.
5. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$286,113.00 Agreement with Plumas Rural Services-Client Support and Homeless Prevention.
6. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$18,822.00 Agreement with Plumas Rural Services-Girl's Rite Youth Prevention Program.
7. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$50,000.00 Agreement with Plumas County Public Health Agency-Veterans Outreach.

8. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$65,000.00 Agreement with Plumas County Public Health Agency-Senior Connections.
9. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$10,000.00 Service Agreement with employee for the Mental Health Services Act Loan Assumption Program.

#### **BACKGROUND AND DISCUSSION:**

1. The \$251,932.00 Agreement with PUSD, consists in a working partnership creating programs to address the needs of students and their families by providing school based mental health prevention and early intervention services. This Agreement has been approved to form by County Counsel. Services are paid out of the Mental Health Services Act.
2. The \$50,000.00 Agreement with Roundhouse Council will allow programming to continue with local Native American youth, families, and elders. Focusing on reducing negative outcomes that may result from untreated mental illness. This Agreement has been approved to form by County Counsel. Services are paid out of the Mental Health Services Act.
3. The \$636,000.00 Agreement with Environmental Alternatives. Behavioral Health partners with E.A. to provide mental health and specialty services to qualifying participants in reducing inpatient hospitalization days, homelessness, incarceration days, and emergency room visits. EA provides jail based mental health services, including assessments, treatment, and transitional planning from the jail to the community. EA will also provide Transitional Sober Living Environment housing for co-occurring individuals. This Amendment has been approved to form by County Counsel. Services are paid out of the Mental Health Services Act.
4. The \$75,000.00 Agreement with Plumas Rural Services for Child Mental health Services will provide Early and Periodic Screening, Diagnostic and Treatment Specialty Mental Health Services for full scope Medi-Cal eligible Plumas County children, ages 3-21. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel.
5. The \$286,113.00 Agreement with Plumas Rural Services for Client Support and Homeless Prevention. Through Mental Health Services Act funding PRS will provide client housing and ancillary supports to those who are at the risk of homelessness and in need of emergency lodging. This Agreement has been approved to form by County Counsel.

6. The \$18,822.00 Agreement with Plumas Rural Services for Girl's Rite Youth Prevention Program Services will provide prevention services for up to 15 girls, ages 11-18. Girl's Rite provides an all-girl support for building self-confidence, physical and emotional resiliency, healthy relationships. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel.
7. The \$50,000.00 Agreement with Plumas County Public Health Agency-Veteran's Outreach will increase veteran's connectedness and support within the community and improve utilization of benefits, direct services and supportive services that enhance wellness and quality of life by ongoing outreach, information and education to our Plumas County Veteran population. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel.
8. The \$65,000.00 Agreement with Plumas County Public Health Agency-Senior Connections will provide staff the opportunity to screen homebound seniors for early signs of depression or other mental illness through home visits. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel.
9. \$10,000.00 Behavioral Health Employee Loan Assumption Program, a Workforce Education and Training program. This local incentive program is offered to current eligible employees of the Department who have completed a degree toward licensure. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel.

**FINANCIAL IMPACT:** There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

JB

**Plumas County DCSS**

Michelle Blackford, Director

(530) 283-6117

[blackford.michelle@plumas.cse.ca.gov](mailto:blackford.michelle@plumas.cse.ca.gov)

**To:** Honorable Board of Supervisors

**From:** Michelle Blackford



**cc:**

**Date:** August 6, 2020

**Re:** Agenda Item for meeting of 8/18/20 – Attorney Agreement

---

**It is recommended that the Board:**

Approve and sign the Agreement Between County of Lassen, County of Plumas and Law Office of Jessica Ann Ryan Keeney not to exceed \$20,000.

**Background and Discussion:**

The term of this Agreement is one year, 7/1/20 to 6/30/20. Agreement provides for Child Support attorney services for the fiscal year 2020/2021. The Agreement also provides for shared services between the County of Lassen and the County of Plumas in that Lassen County DCSS agrees to pay attorney costs for Plumas DCSS that exceed \$20,000 during the contract term.

This Agreement has no impact on the County General Fund.

Agreement has been approved as to form by Plumas County Counsel.

Thank you.



# AGREEMENT BETWEEN COUNTY OF LASSEN, COUNTY OF PLUMAS AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

SFY  
20/21

This Agreement is made by and between the **County of Lassen**, a political subdivision of the State of California, by and through the Lassen County Department of Child Support Services, the **County of Plumas**, a political subdivision of the State of California, by and through the Plumas County Department of Child Support Services (hereinafter "COUNTIES") and **Law Office of Jessica Ann Ryan Keeney**, (hereinafter "CONTRACTOR").

WHEREAS COUNTIES hereby retain and employ CONTRACTOR to represent COUNTIES in all child support cases brought in the Lassen County Superior Court and the Plumas County Superior Court by the COUNTIES, whether such cases are pending on the effective date of this Agreement or arise thereafter; and

WHEREAS CONTRACTOR desires to provide those services; and

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

## **SERVICES**

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

## **TERM**

The term of this Agreement shall be July 1, 2020 to June 30, 2021. Counties of Lassen and Plumas Boards of Supervisors hereby ratifies, and approves for payment, services provided by the Law Office of Jessica Ann Ryan Keeney following expiration of the prior contract between the parties on June 30, 2020 to date of approval of this Agreement by the respective Boards of Supervisors.

## **PAYMENT**

COUNTIES shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTIES in the manner specified in Attachment "B".

\_\_\_\_ COUNTIES Initials \_\_\_\_\_ 1 Contractor Initials \_\_\_\_\_

Final SFY 20-21 Jessica Ann Ryan Keeney Contract

AGREEMENT BETWEEN COUNTIES OF LASSEN AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

**RIGHTS AND OBLIGATIONS OF COUNTIES**

COUNTIES shall:

- a. Provide program consultation and technical assistance to CONTRACTOR.
- b. Monitor and evaluate CONTRACTOR'S performance, expenditures, and service levels for compliance with the terms of this Agreement.
- c. Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- d. Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned on the availability of state funds.
- e. Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.
- f. All costs, necessary disbursements, and reasonable personal and trial expenses incurred by CONTRACTOR are to be borne by COUNTIES and paid by COUNTIES. Such costs and disbursements may include, but are not limited to, court filing fees, fees associated with service of process, copying costs, long distance telephone calls and fees incurred to retain experts. COUNTIES shall pay for all interpreter expenses reasonably required by CONTRACTOR for the performance of this agreement. COUNTIES will pay all witness fees, including expert witnesses, and the costs of service of authorized laboratories, forensic services, medical or other technical experts and for investigative personnel. Costs related to required DCSS Attorney training shall be paid by CONTRACTOR and then be reimbursed by the COUNTIES. Additionally, COUNTIES agree to provide CONTRACTOR with all documents, police records, and court transcripts relevant to its contract, at no cost to CONTRACTOR.

\_\_\_\_\_  
COUNTIES Initials

2

Contractor Initials \_\_\_\_\_

Final SFY 20-21 Jessica Ann Ryan Keeney Contract

AGREEMENT BETWEEN COUNTIES OF LASSEN AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

#### **ADDITIONAL PROVISIONS**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

#### **GENERAL PROVISIONS**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

#### **DESIGNATED REPRESENTATIVES**

Robert Burns, Lassen County Counsel, and Kelley Cote, Director are the designated representative of LASSEN COUNTY and will administer this Agreement for Lassen County. Michelle Blackford is the designated representative for PLUMAS COUNTY and will administer this Agreement for Plumas County. Jessica Ann Ryan Keeney is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

#### **ATTACHMENTS**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Services
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – No Third-Party Beneficiary
- Attachment F – IRS Publication 1075 Required Contract Language

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

**CONTRACTOR**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jessica Ann Ryan Keeney, Esq.,  
Law Office of Jessica Ryan-Keeney

**LASSEN COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kelley Cote  
Lassen, Director

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Richard Egan  
Lassen, COUNTIES Administrative Officer

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Robert Burns  
Lassen COUNTIES Counsel

\_\_\_\_ COUNTIES Initials

4

Contractor Initials \_\_\_\_\_

Final SFY 20-21 Jessica Ann Ryan Keeney Contract

AGREEMENT BETWEEN COUNTIES OF LASSEN AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

Dated: 8-7-2020

PLUMAS COUNTY

By: Michelle Blackford

Michelle Blackford  
Plumas, Director

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Kevin Goss  
Plumas, BOS Chairperson

APPROVED AS TO FORM:

Dated: 8/7/2020

By: Gretchen Stuhr

Gretchen Stuhr  
Deputy Plumas County Counsel

\_\_\_\_\_  
COUNTIES Initials

5

Contractor Initials \_\_\_\_\_

Final SFY 20-21 Jessica Ann Ryan Keeney Contract

AGREEMENT BETWEEN COUNTIES OF LASSEN AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

**ATTACHMENT A**

**SCOPE OF SERVICES**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

1. The parties agree and acknowledge that CONTRACTOR shall be available for the time reasonably necessary for the diligent fulfillment of duties set forth under this Agreement. Hours shall be worked within a standard business week (Monday thru Friday).
2. The parties further acknowledge and agree that CONTRACTOR maintains a broad-based legal practice. COUNTIES further acknowledge and agree that CONTRACTOR will make a good faith effort to be available for all court proceedings, but that emergencies as well as scheduled vacations may arise which may necessitate the rescheduling of some court proceedings. COUNTIES agree that in such event CONTRACTOR is not required to provide substitute legal counsel.
3. CONTRACTOR shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship or joint venture relationship. The sole interest of COUNTIES is to ensure that services shall be rendered and performed in a competent, efficient, and satisfactory manner.
4. CONTRACTOR makes no warranties or representation concerning the successful termination of any of the cases filed by or on behalf of COUNTIES or the favorable outcome of any legal action that may be filed. COUNTIES understand that the statements by CONTRACTOR regarding its opinion as to the state of the law, the possibilities of success and the likelihood of an outcome are estimates only and are not guarantees or warranties. The amounts payable to CONTRACTOR for fees

\_\_\_\_ COUNTIES Initials

6

Contractor Initials \_\_\_\_

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

and costs are not dependent upon any particular outcome or success in the representation of COUNTIES.

5. This Agreement comprises the entire contract between CONTRACTOR and COUNTIES and there are no other warranties or promises other than those contained in this written document.
6. 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 contract, this contract shall be of no further force or effect. In this event, the COUNTIES shall have no liability to pay any further funds whatsoever to CONTRACTOR or furnish any other consideration under this contract and CONTRACTOR shall not be obligated to perform any further services under this contract. If funding for any fiscal year is reduced or deleted for the purposes of this program, the COUNTIES shall have the option to either cancel this contract with no further liability incurring to the COUNTIES, or offer an amendment to Attorney 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. Attorney acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute.
7. Notwithstanding paragraph 5 above, in the event insufficient funds are appropriated by the COUNTIES, the State of California or any other entity, COUNTIES will be responsible for payment for all service previously rendered by CONTRACTOR on behalf of COUNTIES.
8. CONTRACTOR shall, during the entire term of this Contract agree to make court appearances in the Plumas COUNTIES Superior Court jurisdiction for IV-D calendars, unless telephonic appearances are approved by the court.
9. Additionally, CONTRACTOR agrees to the following:
  - a. Enter an activity log on the case explaining the work they performed
  - b. Scan and upload all relevant court documents associated with each case
  - c. Child Support Specialist will email Contractor with weekly court calendar along with case preparation documentation

\_\_\_\_ COUNTIES Initials

7

Contractor Initials \_\_\_\_

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

d. Contractor will arrive in COUNTIES in time for court and scheduled meetings making all reasonable efforts to arrive for court on time.

**A.2 MANNER SERVICES ARE TO BE PERFORMED.**

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTIES shall not control the manner of performance.

**END OF ATTACHMENT A**

\_\_\_\_\_  
COUNTIES Initials

8

Contractor Initials \_\_\_\_\_

Final SFY 20-21 Jessica Ann Ryan Keeney Contract

AGREEMENT BETWEEN COUNTIES OF LASSEN AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

**ATTACHMENT B**

**COST AND PAYMENT**

COUNTIES shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.**

The maximum amount paid to CONTRACTOR under this Agreement shall not exceed \$95,000. The maximum amount paid by Lassen County shall not exceed \$75,000. The maximum amount paid by Plumas County shall not exceed \$20,000. CONTRACTOR hours shall be billed at \$93.00 per hour. The maximum hours allowed under this Agreement shall not exceed 1,021.5.

CONTRACTOR will invoice separately to Lassen and Plumas until Plumas has exceeded their \$20,000.00. CONTRACT will then invoice Lassen for both Lassen and Plumas hours.

CONTRACTOR shall submit requests for payment after completion of services no later than the tenth (10th) day of the month following provision of services. Requests for payment shall be substantially in the form of an invoice. Payment shall be made within thirty (30) days after the invoice is approved by the COUNTIES Contract Administrator. COUNTIES Contract Administrator shall approve and submit all invoices for payment to appropriate county's department no later than five, (5), calendar days of receipt of said invoice from CONTRACTOR.

**B.2 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTIES.

**B.3 PAYMENT GRID:**

Program/Service Description	Funding Source	Unit Type	Rate	Total Units	Total
Lassen Attorney Services	528/0432	Attorney Services	\$93.00 per hour		\$75,000.00

\_\_\_\_ COUNTIES Initials \_\_\_\_\_

9

Contractor Initials \_\_\_\_\_

Final SFY 20-21 Jessica Ann Ryan Keeney Contract

AGREEMENT BETWEEN COUNTIES OF LASSEN AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

Plumas Attorney Services	70280/0035	Attorney Services	\$93.00 per hour		\$20,000.00
<b>Maximum Contract Amount</b>					<b>\$95,000.00</b>

***Invoicing Information:***

**LASSEN:**

Lassen County Department of Child Support Services  
P. O. Box 999  
Susanville, CA 96130

**PLUMAS:**

Plumas County Department of Child Support Services  
522 Lawrence Street  
Quincy, CA 95971

**END OF ATTACHMENT B**

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

ATTACHMENT C  
ADDITIONAL PROVISIONS

**C.1 CONFIDENTIALITY:**

CONTRACTOR shall comply with all State and Federal regulations concerning the safeguarding of confidential information under California Family Code section 17212 and Title 22 California Code of Regulations (CCR) sections 111430, 111440. No information that identifies any applicant or recipient of services by name, address, social security number or other identifier, shall be disclosed to any committee or legislative body:

- C.1.1 All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Family Code relating to any form of child support services will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such child support services.
- C.1.2 No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving child support services.
- C.1.3 No person will publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient. CONTRACTOR agrees to inform all employees, agents and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.

**C.2 INFORMATION SECURITY:**

CONTRACTOR shall ensure to comply with all necessary policies and procedures to ensure that any information received arising from the duties set forth in the agreement is used solely for the purposes authorized and released only in accordance with all State and federal laws and regulations.

In the event of any information security breaches, CONTRACTOR shall notify Lassen DCSS or Plumas DCSS within two business days from the date the breach is discovered and shall cooperate in any investigations of information security incidents. The notification must describe the incident in detail.

\_\_\_\_ COUNTIES Initials

11

Contractor Initials \_\_\_\_

Final SFY 20-21 Jessica Ann Ryan Keeney Contract

AGREEMENT BETWEEN COUNTIES OF LASSEN AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

END OF ATTACHMENT C  
ATTACHMENT D

GENERAL PROVISIONS

**D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTIES. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

- D.1.1** CONTRACTOR shall determine the method, details, and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
- D.1.2** CONTRACTOR shall be responsible to COUNTIES only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTIES control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
- D.1.3** CONTRACTOR, unless otherwise stated in this agreement, shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
- D.1.4** CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTIES, and COUNTIES shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTIES.
- D.1.5** CONTRACTOR shall not be entitled to have COUNTIES withhold or pay, and COUNTIES shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTIES.
- D.1.6** CONTRACTOR shall not be entitled to participate in, or receive any benefit from,

\_\_\_\_ COUNTIES Initials

12

Contractor Initials \_\_\_\_\_

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

or make any claim against any COUNTIES fringe benefit program including, but not limited to, COUNTIES pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTIES employees.

D.1.7 COUNTIES shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTIES.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTIES any way without the written consent of the COUNTIES.

D.2 **LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTIES that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTIES that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 **CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 **TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 **INSURANCE.**

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTIES, naming the COUNTIES and COUNTIES officers, and employees, as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the following coverage's:

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full

COUNTIES Initials

13

Contractor Initials

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 As to all vehicles used by Contractor during the performance of this agreement, Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTIES.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTIES at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTIES and the COUNTIES, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverage's and endorsements to:

Director  
Lassen COUNTIES Department of Child Support Services  
P.O. Box 999  
Susanville, CA 96130

COUNTIES Initials \_\_\_\_\_

14

Contractor Initials \_\_\_\_\_

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

**CERTIFICATES OF INSURANCE ON FILE BY:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Kelley Cote, Director  
Department of Child Support Services

Upon Lassen COUNTY'S request, CONTRACTOR shall deliver certified copies of any insurance policies to LASSEN COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTIES as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTIES may, but shall not be required to, procure, and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTIES upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTIES a renewal or new policy to take the place of the policy expiring.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 **INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTIES, its officers, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, subcontractors, or volunteers.

COUNTIES shall defend, indemnify, and hold harmless CONTRACTOR, officers, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage,

\_\_\_\_\_  
COUNTIES Initials

15

Contractor Initials \_\_\_\_\_

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

which may arise from the intentional or negligent acts or omissions of COUNTIES in the performance of services rendered under this Agreement by COUNTIES, or any of COUNTIES elected and appointed councils, boards, commissions, officers, agents, employees, contractors, subcontractors, or volunteers.

**D.7 CONTRACTOR NOT AGENT.** Except as COUNTIES may specify in writing, or as necessary to carry out the services and obligations of this agreement, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTIES in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTIES to any obligation whatsoever.

**D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement.

**D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTIES pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

**D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTIES with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTIES. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the COUNTIES Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.13 TERMINATION.** COUNTIES shall have the right to terminate this Agreement upon thirty, (30), calendar days written notice of such termination to CONTRACTOR. In the event COUNTIES give notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

**D.13.1** CONTRACTOR shall deliver to COUNTIES copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of

\_\_\_\_\_  
COUNTIES Initials

16

Contractor Initials \_\_\_\_\_

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.2 COUNTIES shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTIES as work accomplished to date. Further provided, however, COUNTIES shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTIES such financial information as in the judgment of the COUNTIES is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTIES may have in law or equity.

D.13.3 CONTRACTOR shall have the right to terminate its services under this Agreement upon thirty (30) calendar days written notice to the COUNTIES, without liability for damages.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTIES, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTIES on completion of the services hereunder. The COUNTIES agree to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same

\_\_\_\_ COUNTIES Initials

17

Contractor Initials \_\_\_\_\_

Final SFY 20-21 Jessica Ann Ryan Keeney Contract  
AGREEMENT BETWEEN COUNTIES OF LASSEN AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**D.19 MINOR AUDITOR REVISION.** In the event the Lassen COUNTIES Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTIES or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms, or associations, wherever the context so requires.

**D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver

\_\_\_\_ COUNTIES Initials

18

Contractor Initials \_\_\_\_

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the COUNTIES of Lassen, State of California.

**D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTIES and shall apply to any claim against COUNTIES arising out of any acts or conduct under the terms and conditions of this Agreement.

**D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance.

**D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTIES a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.34 CONFLICT OF INTEREST.**

\_\_\_\_ COUNTIES Initials

19

Contractor Initials \_\_\_\_

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

**D.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the COUNTIES designated representative and provide all information needed for resolution of the question.

**D.34.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTIES in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTIES decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTIES or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.37 TAXPAYER I.D. NUMBER.** The COUNTIES shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's

\_\_\_\_ COUNTIES Initials

20

Contractor Initials \_\_\_\_\_

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 4 of this Agreement).

**D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTIES":

Robert Burns  
Lassen COUNTIES Counsel  
221 S. Roop St., Ste 2  
Susanville, CA 96130  
and/or  
Kelley Cote  
Lassen Department of Child Support Services  
2950 Riverside Drive, Suite 104  
Susanville, CA 96130

Michelle Blackford  
Plumas County Department of Child Support Services  
522 Lawrence Street  
Quincy, CA 95971

If to "CONTRACTOR":

Law Office of Jessica Ann Ryan Keeney  
2910 Riverside Dr., Ste. 105  
Susanville, California 96130

\_\_\_\_ COUNTIES Initials

21

Contractor Initials \_\_\_\_\_

Final SFY 20-21 Jessica Ann Ryan Keeney Contract

AGREEMENT BETWEEN COUNTIES OF LASSEN AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

**END OF ATTACHMENT D**

**ATTACHMENT E**

**GENERAL PROVISIONS**

This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTIES and the CONTRACTOR, and their respective successors and assigns, subject to the express provision of the agreement relating to successors and assigns, and no other person, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the COUNTIES or county personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

**END OF ATTACHMENT E**

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

**ATTACHMENT F**

**IRS PUBLICATION 1075 – REQUIRED CONTRACT LANGUAGE**

**I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above. (Include any additional safeguards that may be appropriate.)

**II. CRIMINAL/CIVIL SANCTIONS**

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee

That any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A.

**III. INSPECTION**

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**END OF ATTACHMENT F**

AGREEMENT BETWEEN COUNTY OF LASSEN,  
COUNTY OF PLUMAS AND LAW OFFICE OF  
JESSICA ANN RYAN KEENEY

SFY  
20/21

\_\_\_\_ COUNTIES Initials **26** Contractor Initials   
Final SFY 20-21 Jessica Ann Ryan Keeney Contract  
AGREEMENT BETWEEN COUNTIES OF LASSEN AND LAW OFFICE OF JESSICA ANN RYAN KEENEY

2c1



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



**Date:** June 26, 2020

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for August 18, 2020

**Recommendation:** Approve and direct the Chair to sign a revised Memorandum of Understanding (PCCFC-COUNTY- MOU) between Plumas County Children and Families Commission and the County of Plumas, and ratify the MOU effective July 1, 2019, approved as to form by County Counsel.

**Background Information:** As the Board is aware in 1998, California voters passed Proposition 10, which created a \$.50 per pack tax on cigarettes and similar tax on other tobacco products. The resulting revenues are used for programs that support children from prenatal to five years of age and their families, including parent education, growth and development, child care, and health services. Funds are restricted and are governed by the California Children and Families Commission and a County Commission appointed by the County Board of Supervisors (Plumas County Children and Families Commission). Statewide annual revenues vary depending on tobacco product sales.

The Plumas County Children and Families Commission has been meeting regularly since August 1999. The required countywide needs assessment and strategic plan have been approved and implemented. Proposition 10 Planning funds allowed the Plumas County Children and Families Commission to move decisively towards completion of necessary tasks in a comprehensive and efficient manner. Commission members and staff have developed By-Laws consistent with the Proposition 10 legislation and the rural needs of Plumas County. Funds have been allocated for a number of projects including: parent education and home visitation, infant services for developmentally delayed children, Healthy Touch Program, child care, upgrade of playground equipment, and oral health services to children ages 0-5 years.

In 1999 Plumas County entered into a Memorandum of Understanding with the Commission defining relationships and expectations. The Memorandum of Understanding, which has been approved by County Counsel, is on file with the Clerk of the Board for your review.

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

C:\Documents and Settings\Rosie Olney\My Documents\BOS\PCCFC MOU July 1, 2019.doc



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



*Growing Healthy Communities*

*JCD*

**Date:** August 5, 2020

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for August 18, 2020

**Recommendation:** Approve the attached Resolution to accept Grant Agreement Number 19-11158 from the California Department of Public Health for HIV Care Program COVID Relief, and authorize the Director of Public Health to sign as the Boards designee.

**Background Information:** Plumas County Public Health Agency has been awarded Grant Agreement # 19-11158 from the State Department of Public Health, Office of AIDS for the HIV Care Programs. Grant Agreement Number 19-11158 is in the amount of 12,327.00 for the period of April 15, 2020 through March 31, 2021. Pre-award costs are permitted for COVID-19 prevention, preparedness, and response-related expenses dating back to January 20, 2020. The purpose of the Grant is to provide HIV care and treatment services under the Ryan White HIV/AIDS Program Part B to provide services to prevent, prepare for, and respond to COVID-19 for HIV Care Program (HCP) clients.

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

C:\Documents and Settings\Rosie Olney\My Documents\BOS\HOPWA-Grant Agreement COVID Resolution 19-11158.doc



530-283-6337 DIRECT  
530-283-6425 FAX



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

RESOLUTION NO. 20-\_\_\_\_\_

**A RESOLUTION TO ACCEPT GRANT AGREEMENT NUMBER 19-11158 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR FUNDING HIV CARE PROGRAM COVID RELIEF PROJECT.**

**WHEREAS**, Plumas County Public Health Agency will provide HIV Care and treatment services under the Ryan White HIV/AIDS Program , and

**WHEREAS**, Plumas County Public Health Agency will provide services to prevent, prepare for, and respond to COVID-19 for HIV Care Clients.

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

1. Approve and Accept Grant Agreement Number 19-11158 from the California Department of Public Health in the amount of \$12,327.00 for the HIV Care Program COVID Relief.
2. Authorize the Director of Public Health to sign the Agreement and any future Amendments pertaining to Grant Agreement Number 19-11158.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 18<sup>th</sup> day of August 2020, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

---

Chair, Plumas County Board of Supervisors

Attest:

---

Clerk, Plumas County Board of Supervisors



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

JC3

**Date:** August 5, 2020

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for August 18, 2020

**Recommendation:** Approve a Resolution to accept Grant Agreement Number 19-11132 from the California Department of Public Health for the HOPWA Program COVID Supplemental Grant, and authorize the Director of Public Health to sign as the Boards designee.

**Background Information:** Plumas County Public Health Agency has been awarded Grant Agreement # 19-11132 from the State Department of Public Health, for the HOPWA Program COVID Supplemental Grant in the amount of 34,053.00 for the period of March 27, 2020 through June 30, 2021.

This Grant shall provide supplemental funding for the Housing Opportunities for Persons With AIDS (HOPWA) program, provided under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Pub.L.No. 116-136), which was signed into law on March 27, 2020. The supplemental funds provided under the CARES Act are intended to prevent, prepare for, and respond to coronavirus. These funds support the CDPH goal to bend the curve, and disrupt the spread of coronavirus in California.

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

C:\Documents and Settings\Rosie Olney\My Documents\BOS\HOPWA-Grant Agreement COVID Resolution 19-11158.doc



530-283-6337 OFFICE  
530-283-6425 FAX



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

RESOLUTION NO. 20-\_\_\_\_\_

**A RESOLUTION TO ACCEPT GRANT AGREEMENT NUMBER 19-11132 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR FUNDING HOPWA PROGRAM COVID SUPPLEMENTAL GRANT.**

**WHEREAS**, Plumas County Public Health Agency will provide HIV Care and treatment services under the Housing Opportunities for Persons with AIDS Program , and

**WHEREAS**, Plumas County Public Health Agency will provide services to prevent, prepare for, and respond to COVID-19 for HIV Care Clients.

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

1. Approve and Accept Grant Agreement Number 19-11132 from the California Department of Public Health in the amount of \$34,053.00 for the HOPWA Program COVID Supplemental Grant.
2. Authorize the Director of Public Health to sign the Agreement and any future Amendments pertaining to Grant Agreement Number 19-11132.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 18<sup>th</sup> day of August 2020, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

---

Chair, Plumas County Board of Supervisors

Attest:

---

Clerk, Plumas County Board of Supervisors

3c4



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** August 10, 2020

**To:** Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Item for August 17, 2020

**Item Description/Recommendation:** Approve and direct the Auditor to pay invoice #70900217433 amount \$ 2,316.30, Invoice #70900217434 amount \$2,316.30, Invoice #70900217435 amount \$1,602.9 and Invoice #70900217436 amount \$1,602.19 to Les Schwab Tires for vehicle maintenance services for fiscal year 19-20 due to exceeding the contract amount:

**Background Information:** As the Board is aware the auditor requires agreements for all services in order to pay the invoice. Public Health had an agreement with Les Schwab tires for vehicle maintenance and repairs for Fiscal Year 19-20. The attached invoices have exceeded the agreement amount which was \$9,000. At this time I request the board direct the Auditor to pay the following invoices to Les Schwab Tire: Invoice #70900217433 amount \$ 2,316.30, Invoice #70900217434 amount \$2,316.30, Invoice #70900217435 amount \$1,602.9 and Invoice #70900217436 amount \$1,602.19.

**Fiscal Impact:** There is no fiscal impact on the General Fund as these Invoices will be paid by Senior Nutrition (Budget Unit 20830) and Senior Transportation (Budget Unit 200480).

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



530-283-6337 **OFFICE**  
530-283-6425 **FAX**



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>



11CE Main  
Quincy, CA 95971  
530-283-1450

Store: 709  
Invoice: 70900217433  
Salesperson: Christopher L. C.

Work Order 70900217429

ARD 214318

### Customer Information

Customer ID: A09-00231  
Name: PLUMAS CO SENIOR SERVICES  
Address: ATTN: DENIECE HEARD  
270 COUNTY HOSPITAL RD STE 206  
City, State, QUINCY, CA 95971-3140  
Phone: (530) 283-3546

### Vehicle Information

Vehicle: 2017 FORD-MEDIUM DUTY E450 VAN  
Color:  
Mileage: 25,665 Unit #: 70  
License: 1396195

### Les Schwab Invoice

Qty	Product Code	Product Description	Price/ea	FET	Amount
6	16883	LT Wint w/Studs TPMS Rebuild	\$0.00	\$0.00	\$0.00
6	125766	LT225/75R-16/10 115/112Q WINTERCAT SST	\$181.99	\$0.00	\$1,091.94
6	13731	WHEEL SPIN BALANCE	\$16.99	\$0.00	\$101.94
6	13734	SERVICE - STUD	\$15.50	\$0.00	\$93.00
6	13537	TIRE PRESSURE MONITORING SYSTEM REBUILD KIT - PER TIRE	\$6.99	\$0.00	\$41.94
6	141121	16X6 8-6.5 FLAT 84+ FORD DUAL NEW LIGHT TRUCK WHEEL	\$138.00	\$0.00	\$828.00

Parts Subtotal: \$2,054.88

Labor Subtotal: \$101.94

Sales Tax: \$148.98

Tire Tax: \$10.50

Invoice \$2,316.30

Payment Method:

CUST CHG Acc# A09-00231 \$2,316.30

DOT: Tire(s) has been electronically registered.

Your car may have a tire pressure monitoring system that uses a warning light to alert the driver of low tire pressure or system failure. Pursuant to NHTSA, Les Schwab must install all tire and wheel combinations with functioning TPMS sensors; including tires and custom wheels or winter tires and wheels. The TPMS light may illuminate after routine service and require additional action. We offer and recommend monthly air checks.

Les Schwab electronically registers your tire purchase with the tire manufacturer at no charge to you, in accordance with NHTSA's tire registration requirements.

SAEJ2492 WARNING: THE FOLLOWING APPLIES TO VEHICLES WITH MODIFIED SUSPENSION/RIDE HEIGHT

The suspension/ride height of this vehicle has been modified. As a result, this vehicle may handle differently than that of factory equipped vehicles. As with any vehicle, extreme care must be used to prevent loss of control or roll-over during sharp turns or abrupt maneuvers. Always wear seat belts and drive safely, recognizing that reduced speeds and specialized driving techniques may be required. Failure to drive this vehicle safely may result in serious injury or death. Do not drive this vehicle unless you are familiar with its unique handling characteristics and are confident of your ability to maintain control under all driving conditions. Some modifications (and combinations of modifications) are not recommended and may not be permitted in your state. Consult your owner's manual, the instructions accompanying this product and state laws before undertaking these modifications. You are responsible for the legality and safety of the vehicle you modify using these components.

**LES SCHWAB**100 Main  
Quincy, CA 95971  
530-283-1450

Store: 709

Invoice: 70900217434

Salesperson: Christopher L C

Work Order 70900217428

ARD 214318

**Customer Information**

Customer ID: A09-00231

Name: PLUMAS CO SENIOR SERVICES

Address: ATTN: DENIECE HEARD  
270 COUNTY HOSPITAL RD STE 206

City, State, QUINCY, CA 95971-3140

Phone: (530) 283-3546

**Vehicle Information**

Vehicle: 2018 FORD MEDIUM DUTY E450 VAN

Color:

Mileage: 18,680

Unit #: 3

License: 1553524

**Les Schwab Invoice**

Qty	Product Code	Product Description	Price/ea	FET	Amount
6	16883	LT Wint w/Studs TPMS Rebuild	\$0.00	\$0.00	\$0.00
6	125766	LT225/75R-16/10 115/112Q WINTERCAT SST	\$181.99	\$0.00	\$1,091.94
6	13731	WHEEL SPIN BALANCE	\$16.99	\$0.00	\$101.94
6	13734	SERVICE - STUD	\$15.50	\$0.00	\$93.00
6	13537	TIRE PRESSURE MONITORING SYSTEM REBUILD KIT - PER TIRE	\$6.99	\$0.00	\$41.94
6	141121	16X6 8-6.5 FLAT 84+ FORD DUAL NEW LIGHT TRUCK WHEEL	\$138.00	\$0.00	\$828.00

Parts Subtotal: \$2,054.88

Labor Subtotal: \$101.94

Sales Tax: \$148.98

Tire Tax: \$10.50

Invoice

\$2,316.30

Payment Method:

CUST CHG Acc# A09-00231

\$2,316.30

DOT: Tire(s) has been electronically registered.

Your car may have a tire pressure monitoring system that uses a warning light to alert the driver of low tire pressure or system failure. Pursuant to NHTSA, Les Schwab must install all tire and wheel combinations with functioning TPMS sensors; including tires and custom wheels or winter tires and wheels. The TPMS light may illuminate after routine service and require additional action. We offer and recommend monthly air checks.

Les Schwab electronically registers your tire purchase with the tire manufacturer at no charge to you, in accordance with NHTSA's tire registration requirements.

SAEJ2492 WARNING: THE FOLLOWING APPLIES TO VEHICLES WITH MODIFIED SUSPENSION/RISE HEIGHT

The suspension/ride height of this vehicle has been modified. As a result, this vehicle may handle differently than that of factory equipped vehicles. As with any vehicle, extreme care must be used to prevent loss of control or roll-over during sharp turns or abrupt maneuvers. Always wear seat belts and drive safely, recognizing that reduced speeds and specialized driving techniques may be required. Failure to drive this vehicle safely may result in serious injury or death. Do not drive this vehicle unless you are familiar with its unique handling characteristics and are confident of your ability to maintain control under all driving conditions. Some modifications (and combinations of modifications) are not recommended and may not be permitted in your state. Consult your owner's manual, the instructions accompanying this product and state laws before undertaking these modifications. You are responsible for the legality and safety of the vehicle you modify using these components.



116 E Main  
Quincy, CA 95971  
530-283-1450

Store: 709  
Invoice: 70900217435  
Salesperson: Christopher L C

Work Order 70900217427

ARD 214318

### Customer Information

Customer ID: A09-00231  
Name: PLUMAS CO SENIOR SERVICES  
Address: ATTN: DENIECE HEARD  
270 COUNTY HOSPITAL RD STE 206  
City, State, QUINCY, CA 95971-3140  
Phone: (530) 283-3546

### Vehicle Information

Vehicle: 2017 FORD-MEDIUM DUTY E450 VAN  
Color:  
Mileage: 25,665 Unit #: 70  
License: 1396195

### Les Schwab Invoice

Qty	Product Code	Product Description	Price/ea	FET	Amount
6	16880	LT Tire TPMS Rebuild	\$0.00	\$0.00	\$0.00
6	596792	LT225/75R-16/10 115/112R BACK CTY HT	\$224.99	\$0.00	\$1,349.94
6	13731	WHEEL SPIN BALANCE	\$16.99	\$0.00	\$101.94
6	13537	TIRE PRESSURE MONITORING SYSTEM REBUILD KIT - PER TIRE	\$6.99	\$0.00	\$41.94

Parts Subtotal: \$1,391.88  
Labor Subtotal: \$101.94  
Sales Tax: \$97.87  
Tire Tax: \$10.50

Invoice \$1,602.19

Payment Method:

CUST CHG Acc# A09-00231

\$1,602.19

DOT: Tire(s) has been electronically registered.

Remember to rotate your tires every 5,000 miles for maximum mileage - and it's free!

Free air checks for the life of the tires.

Les Schwab electronically registers your tire purchase with the tire manufacturer at no charge to you, in accordance with NHTSA's tire registration requirements.

SAEJ2492 WARNING: THE FOLLOWING APPLIES TO VEHICLES WITH MODIFIED SUSPENSION/RIDE HEIGHT

The suspension/ride height of this vehicle has been modified. As a result, this vehicle may handle differently than that of factory equipped vehicles. As with any vehicle, extreme care must be used to prevent loss of control or roll-over during sharp turns or abrupt maneuvers. Always wear seat belts and drive safely, recognizing that reduced speeds and specialized driving techniques may be required. Failure to drive this vehicle safely may result in serious injury or death. Do not drive this vehicle unless you are familiar with its unique handling characteristics and are confident of your ability to maintain control under all driving conditions. Some modifications (and combinations of modifications) are not recommended and may not be permitted in your state. Consult your owner's manual, the instructions accompanying this product and state laws before undertaking these modifications. You are responsible for the legality and safety of the vehicle you modify using these components.

Your car may have a tire pressure monitoring system that uses a warning light to alert the driver of low tire pressure or system failure. Pursuant to NHTSA, Les Schwab must install all tire and wheel combinations with functioning TPMS sensors; including tires and custom wheels or winter tires and wheels. The TPMS light may illuminate after routine service and require additional action. We offer and recommend monthly air checks.



116 E Main  
Quincy, CA 95971  
(530) 283-1450

**Store: 700**  
**Invoice: 70900217436**  
**Salesperson: Christopher L C**

Work Order 70900217426

ARD 214318

## **Customer Information**

Customer ID:	A09-00231
Name:	PLUMAS CO SENIOR SERVICES
Address:	ATTN: DENIECE HEARD 270 COUNTY HOSPITAL RD STE 206
City, State,	QUINCY, CA 95971-3140
Phone:	(530) 283-3546

## Vehicle Information

Vehicle: 2018 FORD-MEDIUM DUTY E450 VAN  
Color:  
Mileage: 18,680      Unit #: 3  
License: 1553524

## Les Schwab Invoice

Qty	Product Code	Product Description	Price/ea	FET	Amount
6	16880	LT Tire TPMS Rebuild	\$0.00	\$0.00	\$0.00
6	596792	LT225/75R-16/10 115/112R BACK CTY HT	\$224.99	\$0.00	\$1,349.94
6	13731	WHEEL SPIN BALANCE	\$16.99	\$0.00	\$101.94
6	13537	TIRE PRESSURE MONITORING SYSTEM REBUILD KIT - PER TIRE	\$6.99	\$0.00	\$41.94
					Parts Subtotal: \$1,391.88
					Labor Subtotal: \$101.94
					Sales Tax: \$97.87
					Tire Tax: \$10.50
					Invoice \$1,602.19

Remember to rotate your tires every 3

Les Schwab electronically registers your tire purchase with the tire manufacturer at no charge to you, in accordance with NHTSA's tire registration requirements.

SAEJ2492 WARNING: THE FOLLOWING APPLIES TO VEHICLES WITH MODIFIED SUSPENSION/RISE HEIGHT  
The suspension/ride height of this vehicle has been modified. As a result, this vehicle may handle differently than that of factory equipped vehicles. As with any vehicle, extreme care must be used to prevent loss of control or roll-over during sharp turns or abrupt maneuvers. Always wear seat belts and drive safely, recognizing that reduced speeds and specialized driving techniques may be required. Failure to drive this vehicle safely may result in serious injury or death. Do not drive this vehicle unless you are familiar with its unique handling characteristics and are confident of your ability to maintain control under all driving conditions. Some modifications (and combinations of modifications) are not recommended and may not be permitted in your state. Consult your owner's manual, the instructions accompanying this product and state laws before undertaking these modifications. You are responsible for the legality and safety of the vehicle you modify using these components.

Your car may have a tire pressure monitoring system that uses a warning light to alert the driver of low tire pressure or system failure. Pursuant to NHTSA, Les Schwab must install all tire and wheel combinations with functioning TPMS sensors; including tires and custom wheels or winter tires and wheels. The TPMS light may illuminate after routine service and require additional action. We offer and recommend monthly air checks.



## PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



## *Growing Healthy Communities*

Date: August 10, 2020

To: Honorable Board of Supervisors

**From:** Andrew Woodruff

**Agenda:** Consent Item for August 18, 2020

**Item Description/Recommendation:** Approve and direct the Chair to sign the following service agreements related to the Ryan White Part B & C Program for Fiscal Year 2020-2021; and approve ratification of payments of the services rendered to date.

Modoc County public Health	PARTB2021MCPh	7,390
Sierra County Human Services	PARTB2021SCHS	3,000
Lassen County Public Health	PARTC2021LCPH	12,260
Northeastern Rural Health	PARTC2021NRHC	14,100
Karuk Tribe	PARTC2021KARUK	16,600
Plumas District Hospital	PARTC2021PDH	20,000
Siskiyou County HIV/AIDS Foundation	PARTC2021SCAF	9,400

**History/Background:** As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county region of Modoc, Sierra, Lassen, Plumas and Siskiyou counties. Plumas County Public Health Agency will continue to serve to our five county regions for the RW Program.

Ryan White Part B funds provide for the planning, development and delivery of comprehensive outpatient and support services for people with HIV/AIDS and their families. The program is designed to provide direct medical and psychosocial care, support services such as food, housing and utilities, and case management services. The goal of the program is to prolong the health and lives of those living with AIDS, and reduce or avoid future HIV/AIDS health care costs.

Ryan White Part C funds provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five county regions to provide these services. Services available to clients include primary medical care, HIV specialty care, laboratory services, medications, dental care, nutrition counseling, psychosocial counseling, health education and risk reduction counseling, medication adherence counseling and nutritional supplements.

**Fiscal Impact:** There is no fiscal impact to the General Funds as these invoices will be paid by Senior Nutrition (Budget Unit 20830) and Senior Transportation (Budget Unit 20480).

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



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

**DATE:** August 10, 2020

**TO:** Honorable Board of Supervisors

**FROM:** Erin Metcalf, Chief Probation Officer

**SUBJECT:** Approval of contract between the Plumas County Probation Department and Plumas Rural Services Nurturing Parent and Teen Relationship classes.

**Recommendation:**

Approve and authorize the Chair to sign the Contract between the Plumas County Probation Department and Plumas Rural Services for Nurturing Parent and Teen Relationship classes. Contract agreement will not exceed \$8,000.

**Background:**

During the on-going 6 week program modules, parents of probation clients will participate in the following classes: Nurturing Parenting and Teen Relationships; Adolescence: Why It's Normal for Teens to Act Weird; Trusting Teen-Parent Relationships; Constructive Communication; Negotiation and Compromise; Problem Solving; Why Teens Stop Talking; Discipline: Family Morals, Values & Rules; Helping Teens Manage Their Behavior; Everyone's Not Doing It; Saying No and Walking Cool; and Violent and Possessive Relationships. The classes will include videos, parent resource guides, and open discussions providing support, encouragement, and guidance.

The Nurturing Parenting Critical Support component will provide in-home services for parents who need further support after or in tandem with the Nurturing Parenting groups. A paraprofessional counselor will be assigned to the family in their home to evaluate the parent-child relationship, observe the parenting environment, and offer concrete suggestions for methods to implement in the home to improve parenting skills. The program will be tailored specifically to each family's individual needs, taking into account both unique, short-term issues and ongoing circumstances that impact the family dynamic and day-to-day parenting.

Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.

PLUMAS COUNTY SERVICE  
AUTHORITY FOR THE ABATEMENT  
OF ABANDONED VEHICLES

JE

DISMANTLING  
SERVICE  
AGREEMENT  
AND  
CONTRACT

This agreement and contract made and entered into this 27 day of July, 2020, by and between the County of Plumas, a political subdivision of the State of California ("County") and [CONTRACTOR], a sole proprietorship doing business as Axles Boneyard LLC

This agreement is made with reference to the following facts and purposes:

Whereas, the County wishes to secure the services of Operator for its abatement program; and

Whereas, the County desires to contract with CONTRACTOR to provide these services: Vehicle dismantling.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, AND THE FOLLOWING MUTUAL PROMISES, COVENANTS AND CONDITIONS, THE PARTIES HERETO AGREE AS FOLLOWS:

## **PLUMAS COUNTY**

### **VEHICLE DISMANTLER SERVICE AGREEMENT AND CONTRACT**

1. This Vehicle Dismantler Service Agreement and Contract contains rules and regulations that a company agrees to comply with in order to participate in the County of Plumas. Participation in the Abandoned Vehicles Program is voluntary. Compliance with all of the terms and conditions of the Agreement and Contract is mandatory for participating dismantling companies. An operator, by contracting to participate in the program, establishes a contractual relationship with the County to provide services as an independent contractor and is not acting as an officer, agent or employee of the County, the County of Plumas or the City of Portola when performing services under the Contract.
2. TERM

This agreement is effective July 1, 2020, and shall continue in effect until June 30, 2021. The governing board of the County hereby approves and ratifies this agreement as of the effective date of July 1, 2020, and hereby approves for payment the services shown in the attached Exhibit "A"

### **3. SERVICE DISTRICTS**

- A. The County shall establish service districts for dismantlers reasonably compatible with the geographical area tow districts established for tow service operators participating in the Abandoned Vehicle Abatement program. The County shall determine the dismantler to be utilized by each tow district based upon the alignment of dismantler service districts and tow service districts, as well as enrollment periods, reasonable rates, and any applicable addendum.
- B. Exceptions to compliance with the Contract shall not be authorized by verbal agreement. Any exception shall be documented as an addendum to the Contract and shall require County approval prior to implementation.
- C. A dismantler shall have a business office and maintain a storage facility within the service district.
- D. Within each dismantler service district, tow districts will be allocated to approximate a relatively

even distribution of vehicles for disposal to each dismantler.

1. The County shall only direct disposal of large commercial vehicles, oversize vehicles, recreational vehicles and similar large vehicles to operators having the means to dispose of such vehicles who have indicated an interest in disposing of them.
- E. Nothing in the Contract shall prohibit a County agent from directing a specific vehicle to a specific dismantler when, in their opinion, the necessary dismantling services are not available from the dismantler assigned to the respective tow district.

4. DISMANTLING OPERATORS

- A. Operators applying for a dismantler listing shall hold all licensing and authorizations to conduct business as a vehicle dismantler as required pursuant to Division 5, Occupational Licensing and Business Regulations, Sections 11500-11541, of the Vehicle Code and any other applicable Vehicle Code sections.
- C. Ownership status of the dismantling business will be confirmed by the County prior to final approval of the Contract.
- D. An operator's place of business shall have a sign that clearly identifies it to the public as a dismantling service. The sign shall have letters that are clearly visible to the public from the street.
- E. Business hours shall be posted in plain view to the public. Offices staffed with only one employee may be closed for one hour at lunch. A sign shall be posted with the reason for any closure during normal business hours and shall have a phone number where a request will result in a reasonable response to release property. The response time during normal business hours shall not exceed ninety (90) minutes.

For the purpose of the Contract, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Presidents' Day, Martin Luther King Day, Labor Day, Columbus Day, Memorial Day, Independence Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

5. BUSINESS RECORDS

- A. The operator shall maintain records of all dismantler services furnished the County. The records will be maintained at the operator's primary place of business.
- B. At the operator primary office, they shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities local operating authorities, lien sale actions, and non-County dismantling.
- C. The County may inspect all operator records without notice during normal business hours. Plumas County or City of Portola audit authorities or private auditors or audit firms employed by the County, County or City, may inspect operator records without notice during normal business hours

in the furtherance of required annual audits of the County.

- A. Operators shall permit the County and its authorized agents to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. A receipt will be provided the operator for any (original) record removed from the place of business.
- E. Records shall be maintained and available for inspection for a period of three (3) years plus the current term of any active service agreement and contract.
- F. Failure of the operator to comply with the inspection requirements shall be cause for suspension.

## 6. INVOICES AND BILLING

- A. Invoices shall be prepared for all services provided at the request of the County. Invoices shall be itemized and shall, at a minimum, include a physical description of each vehicle (make, model, color, and year, if known) inclusive of a unique identification number (license, VIN, engine number, etc.) if available. Each invoice shall also include the nature of service, disposition of the vehicle and a copy of the Dismantler's Certificate, if issued.
- B. Separate invoices shall be made for each vehicle dismantled under County direction, except where multiple vehicles are removed from a single address, a single parcel, or adjoining parcels under common ownership and the vehicles have common ownership.
- C. At least one (1) copy of each County service invoice shall be retained in the operator's business records. Two (2) copies of each such invoice shall be submitted to the County for billing for each service.

## 7. FINANCIAL INTEREST

- A. No dismantler operator or applicant shall be directly involved in the dismantling related business of any other operator providing services to the County within Plumas County or the City of Portola unless each operator has independently executed an application, service agreement and contract to provide services to the County.
- B. The sale or transfer of the controlling interest in a company shall immediately terminate the Service Agreement and Contract. A new owner may apply and enter into a Service Agreement and Contract to provide abandoned vehicle dismantling services to the County at any time.
- C. A terminated or suspended operator, and/or the dismantling business owner at the time of suspension or termination, shall not be eligible for any County business for the duration of the suspension or termination. This provision applies to the operator working in any capacity within any dismantling business or operating any dismantling business, and to the dismantling business, even if operated under new ownership.

## 8. RESPONSE TO SERVICE NEEDS

A. The operator shall be available to accept vehicles between 8:00 am and 5:00 pm, Monday through Friday, excluding holidays, and on weekends when provided twenty four (24) prior notice by the County. The operator shall advise the County, in advance, of any time they will be unavailable, as specified, to accept a vehicle. The operator shall not refer any vehicles to other dismantlers.

A failure to accept a vehicle for dismantling at County direction shall constitute failure to comply with the terms and conditions of this Service Agreement and Contract.

## 9. STORAGE FACILITY

A. Operators shall maintain a place of secure storage, as further specified herein, for the storage of removed vehicles awaiting dismantling which has been delayed pursuant to legal intervention. Where such storage is at County direction a reasonable rate for such storage may be billed to the County.

B. The operator shall be responsible for the security of removed vehicles, and any property contained therein, until lawful disposal. At a minimum, a fenced or enclosed secured area shall be provided for storage. The operator is responsible for the reasonable care, custody, control and disposal, as provided by law, of any property contained in dismantled vehicles.

1. The operator shall maintain records of all such personal property disposal as required by law.
2. The operator shall release personal property from a vehicle removed at County direction at the request of the vehicle's registered owner or agent during normal business hours. Property releases at other times shall be at the discretion of the operator and may be subject to after-hours release fees charged to the vehicle owner or his agent obtaining the property after hours.
3. Personal property is considered to be items which are not affixed to, or a part of, the vehicle.

C. The primary storage facility shall normally be at the same location as the business address. Personal property shall be released at the primary storage facility or place of business upon request of the vehicle owner or a person having a legal entitlement to the property.

1. Prior to the utilization of new storage facilities that were not listed on the application for a County listing, the operator shall furnish the address to the County and obtain County approval prior to use of the new facility for County storage.
2. The release of vehicles removed under direction of the County, prior to dismantling, shall be pursuant only to County written authorization or the order, properly served, of a competent court.

## 10. RATES

A. Fees charged for services provided the County shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

1. The Operator shall submit retail rates to the County for services originating during normal business hours and for services, such as property releases, originating after business hours. The County shall determine the validity and reasonableness of the submitted rates.
  - a. Validity will be based upon factors such as: telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate exceeding the lesser of an operator's usual customary retail rate quoted over the phone or posted in the company office will be considered invalid and will not be accepted.
  - b. Reasonableness shall be determined as compared to other rates. An operator who submits a rate that is determined to be excessive shall be allowed to re-submit rates only once.
2. The charge for after-hours release shall be no more than one and one-half times the hourly rate, and shall only be allowed on weekends, holidays, and outside normal business hours.
3. Fees for Special Operations
  - a. For County directed dismantling of unique or problematic vehicles requiring uncommon disposal methods, the operator shall, at the direction of the County, submit fee proposals for such vehicle dismantling and any special processing requirements. Fees shall be reasonable, reflective of actual costs of the service and consistent with fees imposed by other operators for similar operations within the industry.
  - b. The County shall determine the reasonableness of the fee proposals based on the aggregate of information submitted and cost reports for similar services available for comparison.
  - c. If an operator performs a requested service for which a required rate was not submitted and approved by the County, the operator shall only be entitled to charge for the actual cost of that service plus 10 percent.

B. Rate requirements represent the maximum an operator may charge for a County response. An operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.

C. No operator or employee shall refer to any rate as required or set by the County.

D. Payments For Vehicles

2. During any periods where the operator is paying the public for vehicles for salvage, payments for vehicles delivered for disposal at County direction shall be made directly to the County. Said payments shall be accompanied by invoices showing the payment. Such invoices shall be itemized and shall, at a minimum, include a physical description of each vehicle (make, model, color, and year, if known) inclusive of a unique identification number (license, VIN, engine

number, etc.) if available. Each invoice shall also include the nature of service, disposition of the vehicle and a copy of the Dismantler's Certificate, if issued.

3. Each payment received by the County shall be credited against the cost of abating the involved vehicle and deposited in the County revenue account.
  - a. Where appeal or other process relieves the vehicle or property owner of responsibility for the cost of said abatement, the County shall issue payment received to the vehicle's owner.
- E. The schedule of all rates and fees deemed reasonable and approved by the County shall be included as an addendum to, and be a part of, this Agreement and Contract

## 11. COLLUSION

- A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other dismantler, tow operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the County.
- B. A finding by the County that any operator or applicant has been involved in collusion shall be cause for denial of an application or immediate termination of the operator's Agreement and Contract. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation in any County Agreement and Contract for the current term, plus four years.

## 12. INSURANCE

- A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the operator's business is located, and is authorized to do business in California:
  1. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
  2. Commercial general liability coverage (and professional liability, if applicable to the services provided), with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  4. Worker's Compensation - Shall meet all applicable requirements of the laws of the State of California.
  5. Liability insurance policies shall contain provisions specifying that:
    - a. The County, the County of Plumas, and the City of Portola shall be designated as additional insured as regards operations of the named insured under this Agreement and Contract; and
    - b. Any insurance maintained by the County, the County of Plumas and the City of Portola shall

apply in excess of, and not contribute with, insurance provided pursuant to this Agreement and Contract; and

- c. The insurer agrees to waive all rights of subrogation against the County, the County of Plumas and the City of Portola, their officers and employees for losses arising from work performed by the named insured for the County.
- B. Proof of insurance shall be in the form of a certificate(s) of insurance. Certificates must be provided to the County prior to the effective date of this Agreement and Contract. If requested by County in writing, the Operator shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. 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
- C. The operator's insurance policy shall provide for not less than 30 days written notice to the County in the event the insurance policy is canceled, limited, is due to expire or is non-renewed.
- D. Failure of the operator to maintain the minimum insurance requirements set forth in the Agreement and Contract shall be cause for immediate termination of said Agreement and Contract.
- E. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

### 13. DEMEANOR AND CONDUCT

- A. While involved in County dismantler operations or related business, the dismantler operator and/or employees shall refrain from any acts of misconduct including, but not limited to, any of the following.
  - 1. Rude or discourteous behavior.
  - 1. Lack of service, selective service, or refusal to provide service which the operator is/should be capable of performing.
  - 5. Exhibiting any objective symptoms of alcohol and/or drug use.
  - 7. All County dismantler complaints received by the County against a dismantler or dismantler's employees will be accepted and investigated in a fair and impartial manner. The operator will be notified of the results of any investigation.
  - a. Should a complaint involve any potential criminal charges, the County will refer the issue and investigation to the law enforcement agency having primary jurisdiction over the potential criminal matter and provide all reasonable support and cooperation to the investigating agency during the investigation and any prosecution which may subsequently occur.

## 14. COMPLIANCE WITH LAW

- A. The dismantler and employees shall, at all times, comply with federal, state and local laws and ordinances.
  - 1. Any violation of law resulting in disciplinary action against an operator or employee by the Department of Motor Vehicles may be cause for suspension or termination, at the discretion of the County, of the operator's Agreement and Contract.
  - 2. The provisions contained in Section 13, Demeanor and Conduct, do not preclude the County from initiating appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law will be referred to the law enforcement agency with primary jurisdiction.
  - 3. Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the dismantling business, stolen or embezzled property, a crime of violence, a drug-related offense, or moral turpitude while involved in County business shall be cause for immediate removal of the dismantler as an authorized County dismantler, denial of operator application, or immediate termination of the Agreement and Contract.
    - a. An operator or employee arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.
    - b. Where the crime involves only an employee, action against the dismantler will be effective for the duration of the convicted employee's employment.

## 15. COMPLIANCE WITH THE AGREEMENT AND CONTRACT

- A. The operator agrees, as a condition of inclusion on the list of County dismantling providers, to comply with all terms and conditions of the Agreement and Contract. Furthermore, the operator agrees that failure by the operator or the operator's agent to comply with these terms and conditions may be cause for suspension, or termination from the County provider list.
- B. Alleged violations of the Agreement and Contract will be investigated by the Plumas County Code Enforcement Office. The operator will be notified of the findings within 30 calendar days of the conclusion of the investigation.

## 16. DISCIPLINARY ACTION

- A. The County shall take disciplinary action against operators for violations investigated and confirmed or sustained. Unless otherwise noted, the County shall determine the period of suspension. The County shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement and Contract.
- 2. Records of confirmed or sustained violations shall be retained by the County for at least 36 months.

3. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension or immediate termination of the Agreement and Contract. Any suspension will remain in effect until the period of suspension designated by the County is completed. A mandatory condition of reinstatement of any operator suspended or terminated for this violation shall be proof, presented to the County, of reimbursement to the aggrieved customer(s).
3. County personnel shall not be offered gratuities and requests for gratuities shall not be honored by tow company operators, employees, or associates of the company. A violation of this section shall be cause for immediate suspension or termination.
4. Failure of the operator to satisfy a court order mandating reimbursement to the vehicle or property owner for damage or loss which occurred while the vehicle was in the operator's custody will result in a suspension. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof of the reimbursement.
5. Failure of the operator or employee to comply with Section 13, Demeanor and Conduct, and/or Section 14, Compliance with Law, may be cause for suspension if deemed appropriate by the County.

## 17. TERMS OF DISCIPLINARY ACTION

- A. Except as specifically stated in the Agreement and Contract, minor violations of the terms and conditions of the Agreement and Contract may be cause for disciplinary action in the following manner:
  1. First violation within a 12 month period - written notice of violation
  2. Second violation within a 12 month period - 1 to 30 day suspension
  3. Third violation within a 12 month period - 30 to 90 day suspension.
  4. Fourth violation within a 12 month period - termination of the Agreement and Contract.
- B. Violations of the terms and conditions of the Agreement and Contract that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.
  1. When considering punitive action for a major violation of the Agreement and Contract, the County may take into consideration all major and minor violations that occurred within 36 months prior to the date of the current violation.
- C. Termination shall be invoked at any time the County determines that continued participation in the Abatement Program by the affected dismantler may result in a hazard to public safety and/or welfare, or the operator has been convicted of an offense set forth in section 14-A-3.
- D. Nothing herein shall be deemed to prohibit the County from immediately suspending any operator or employee whose conduct, in the opinion of the County, is deemed to be a danger to the public or

who has engaged in conduct constituting a flagrant violation of the Agreement and Contract.

## 18. APPEAL AND HEARING

- A. In the event the County notifies the operator of disciplinary action, the operator may appeal by requesting a hearing within seven (7) calendar days of such notice by submitting a written request to the County. If a hearing is requested, it shall be held as soon as practicable. The hearing shall be conducted by the County Board of Directors, and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position. The operator shall be further entitled to present testimony of at least one qualified person. The operator shall be notified in writing of the Board's decision(s) within ten (10) business days of the date of completion of the hearing.
  - 1. A disciplinary action shall not take effect until the appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the public or who continue to violate the terms and conditions of this Agreement and Contract. If an operator fails to request a hearing within the specified time or fails to appear at a scheduled hearing, the action initiated by the County shall be final and the disciplinary action shall take effect upon written notification to the operator.

## 19. AGREEMENT AND CONTRACT REVIEW

- A. The purpose of this section is to provide a process for a review of the terms and conditions of the Agreement and Contract in the event that there is a legitimate and substantial change in conditions or law affecting the majority of the operators having executed such Agreement and Contract with the County.
- B. Requests for review may be initiated by operators, shall be submitted in writing, and shall set forth the factual circumstances, law, or conditions upon which the request is based. Requests for Review shall be evaluated by the County staff and/or legal counsel. If cause is determined to exist, recommendations for modification of current and future Agreement and Contracts will be presented to the Board of Directors for review, approval and implementation.
  - 1. Subsequent to any modifications of the Agreement and Contract approved by the Board, addendums will be distributed to affected operators effectively altering the terms of such Agreement and Contracts.
  - 2. An operator may elect to decline the alteration of their Agreement and Contract by this process, in which case such Agreement and Contract shall immediately be terminated.
  - 4. Alterations resulting from a review shall be applicable only to operators affected by the factual circumstances, law, or conditions which necessitate the alteration.
  - 5. A review, when granted, will not automatically authorize a change in the terms and conditions of the Agreement and Contract.

## 20. ADVERTISING

The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the County, the County of Plumas or the City of Portola.

## 21. TERMINATION

This Agreement and Contract may be terminated immediately and without cause by either party by giving written notice to the other party.

## 22. MISCELLANEOUS PROVISIONS

- A. Assignment. The rights and duties established by this Agreement and Contract are not assignable by either party, in whole or in part, without the prior written consent of the other party.
- B. Alteration. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- C. Controlling Law. This Agreement and Contract shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.
- D. Notices. Any notice required or permitted by this Agreement and Contract shall be given by United States Mail, postage prepaid, to the following addresses, unless a party gives notice of a new address:

**County:**

Planning & Building Services  
Attn: Code Enforcement Officer  
555 Main Street  
Quincy, CA 95971

**Operator:**

Axles Boneyard LLC  
Attention: Michael Laszar  
318 Ann Street, P.O. Box 123  
Greenville, CA 95971

- E. Entire Agreement. This Agreement and Contract constitutes the entire agreement between the parties. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement and Contract.
- F. Severability. If any provisions of this Agreement and Contract are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement and Contract or render it meaningless, the Agreement and Contract shall be deemed canceled.
- G. Independent Contractor. Operator is an independent contractor and no employment relationship between Operator and County is created by this Agreement and Contract. This Agreement and Contract is not an agency agreement, and Operator is not the agent of Services Authority for any purpose whatsoever. Operator is not granted any express or implied right or authority to assume or

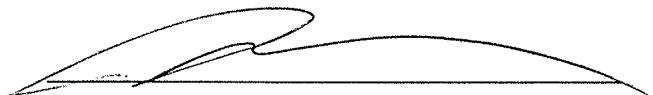
create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. No employee or independent contractor of Operator shall become an employee or agent of County by virtue of this Agreement and Contract or the services performed hereunder.

H. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), the County, County of Plumas, and City of Portola shall not be liable for, and Operator shall defend and indemnify County, County of Plumas, and City of Portola, and their respective officers, agents, employees, and volunteers (collectively “Authority 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 Operator 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 Authority Parties. Operator shall have no obligation, however, to defend or indemnify Authority 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 Authority Parties.

### 23. OPERATOR APPROVAL

I certify that all employees operating under this County Agreement and Contract are qualified and competent. I further certify that I have read and understand this Agreement and Contract and agree to abide by all the provisions.

Operator Approval: Michael Laszar, Sole Member



---

Company: Axles Boneyard LLC

Title: Sole Member

Date:

Business Address: 318 Ann Street, Greenville, CA 95947

Phone Number: (530) 284-7221

24. AUTHORIZED SIGNATURES

---

Kevin Goss  
Chair, Board of Supervisors

---

Date

CONTRACTOR

---

---

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form by County Counsel:

---

 8/10/2020

**Exhibit "A"**

Dismantling and disposing of motorhomes, RV's, trailers, and boats	\$22 per foot
Vessels, RV's, trailers, boats full of garbage, rubbish, trash, or solid waste will require dumpster rental	\$650.00 each
Individual Tires	\$3.00 each
Individual Tires mounted on rims/wheels	\$10.00 each
Miscellaneous      scrap/recyclable      material.....	.....NO CHARGE

## Agreement for Vehicle Abatement Services

This Agreement is made and entered this 27 day of July, 2020, by and between the COUNTY OF PLUMAS for the Abatement of Abandoned Vehicles, a political subdivision of the State of California, (hereinafter referred to as "County"), and Axles Boneyard 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 ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from July 27, 2020 through July 26, 2021, 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 agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
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.

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

1

CONTRACTOR INITIALS ML

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 coverage (and professional liability, if applicable to the services provided), with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Garage Liability coverage at least as broad as Insurance Services Office’s Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
- c. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- d. 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.

e. 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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County, County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond

guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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:

Code Enforcement  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Charles White (Building Services Director)

Contractor:

Axles Boneyard LLC  
318 Ann Street  
P.O. Box 123  
Greenville, CA 95947  
Attention: Michael Laszar

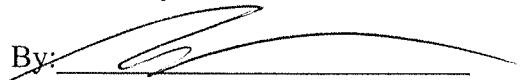
22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County, County or to the State Auditor upon the request of either the State Auditor or the County or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term

of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

Axles Boneyard LLC,

By: 

Name: Michael Laszar

Title: Sole Member

Date signed: 7-16-20

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

**COUNTY:**

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

By: \_\_\_\_\_

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

Name: Nancy DaForno

Title: Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**



Deputy

8/10/2020

R. Craig Settemire

Plumas County Counsel

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

CONTRACTOR INITIALS 

## **EXHIBIT A**

### **Scope of Work**

#### **1. SUMMARY DESCRIPTION**

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

#### **2. TOW PROCESS – ALL ABATEMENTS**

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 284-7221, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposes) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

**E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS:** All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S responsibility.

**F. PREVENTION OF DAMAGE TO ABATEMENT SITE:** CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

**G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:**

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report).

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

### **3. STORAGE FACILITY REQUIREMENTS**

CONTRACTOR shall comply with the following storage facility requirements:

**A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3:** CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be released only on proof of current registration."

**B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE:** CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

#### 4. DISPOSITION OF VEHICLES

A. VEHICLES TOWED FROM PRIVATE PROPERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

#### B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieved by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

## 5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

## 6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

## 7. TOW TRUCK DRIVER REQUIREMENTS

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

## **8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS**

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

## **9. TOW TRUCKS – REQUIRED INSPECTIONS**

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

## **10. PUBLICATION OF DOCUMENTS AND DATA**

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the County, County of Plumas, or City of Portola without the prior written consent of the County, County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County, County of Plumas, City of Portola or Contractor.

## **EXHIBIT B**

### **Fee Schedule**

Abated / Abandoned vehicle Tow.....	\$250.00 hour
(This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	
Motorhomes, RV's, trailers, and boat tow.....	\$500.00 hour
Large farm equipment (requiring Class D truck) .....	\$750 hour
Vehicle Storage (vehicles over \$300 value).....	\$65.00 per day
Individual Tires .....	\$3.00 each
Individual Tires mounted on rims/wheels.....	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility, an additional towing fee will not be paid from the towing facility to the dismantling facility.

**WALKER RANCH COMMUNITY SERVICES DISTRICT**  
**C/O PLUMAS COUNTY ENGINEERING DEPARTMENT**  
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135  
*Robert A. Perreault, Jr., P.E.* *County Engineer and Manager, WRCSD*

3

## **AGENDA REQUEST**

for the August 18, 2020 meeting of the Plumas County Board of Supervisors

Date: August 10, 2020

To: Honorable Governing Board

From: Robert Perreault, Manager, WRCSD

*Robert A. Perreault*

Subject: Amendment No. 1 to the Walker Ranch Generator Construction Agreement for  
Converse Construction, Inc.; discussion and consider authorization

### **BACKGROUND:**

The Walker Ranch CSD Generator Construction Agreement for Converse Construction, Inc. was approved by the Board of Supervisors on April 7, 2020. The existing agreement expired July 31, 2020. The lead time for the automatic transfer switch and generator were longer than anticipated at the time of approval. Both generators and transfer switches are installed, but the startup of the generators is scheduled for the second week of August 2020.

The attached Amendment No. 1 to agreement for construction services, approved as to form by County Counsel, extends the term of the agreement to September 30, 2020.

Amendment No. 1 does not modify the compensation to Converse Construction, Inc.

### **RECOMMENDATIONS:**

The Manager of the Walker Ranch Community Services District respectfully recommends that the WRCSD Governing Board authorize the Chair of the Board of Supervisors and the Manager of the Walker Ranch Community Services District to execute Amendment No. 1 to the services agreement with Converse Construction, Inc.

Attachment: Amendment No. 1 to Converse Construction, Inc., Construction Agreement

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**Walker Ranch CSD AND CONVERSE CONSTRUCTION**

This First Amendment to Agreement ("Amendment") is made on August \_\_, 2020, between the WALKER RANCH COMMUNITY SERVICES DISTRICT, a political subdivision ("WRCSD"), and Converse Construction Inc. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. Walker Ranch Community Services District and CONVERSE CONSTRUCTION INC. have entered into a written Agreement dated April 7, 2020, (the "Agreement"), in which CONVERSE CONSTRUCTION INC. agreed to provide Emergency Backup Power Generator for the Walker Ranch Community Services District.
  - b. Because agreement is set to expire July 31, 2020, the parties desire to change the Agreement retroactively from August 1, 2020.
  - c. County's Board of Supervisors hereby ratifies, and approved for payment, services provided by Converse Construction Inc. July 31, 2020 to date of approval of this First Amendment to Agreement by the Board of Supervisors.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Paragraph 3. is amended to read as follows:

**Term.** The term of this agreement shall be extended retroactively to expire September 30, 2020.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated April 7, 2020, shall remain unchanged and in full force and effect.

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

CONTRACTOR:

Converse Construction, Inc.,  
a California corporation

COUNTY:

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

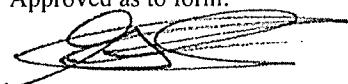
By: \_\_\_\_\_  
Name: Leslie Converse  
Title: President  
Date signed: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: Patsy Turner  
Title: Secretary  
Date signed: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Nancy DaForno  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Name: Robert A. Perreault, Jr.  
Title: Director of Public Works  
Date signed: \_\_\_\_\_

Approved as to form:  
  
\_\_\_\_\_  
Gretchen Stuhr  
Deputy County Counsel III  
8/4/20



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

4A

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

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

**DATE:** August 7<sup>th</sup>, 2020

**TO:** The Honorable Board of Supervisors

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

**SUBJECT:** Tourism Business Improvement District (TBID), Result of Petition to the Board  
of Supervisors to form the Feather River Tourism District

**Recommendation:** Accept the results of the Petition, Discussion and Possible action to approve  
the Resolution of Intent to establish the Feather River Tourism Marketing District fixing the time  
and place of the Public Meeting and a Public Hearing and provide notice.

**Background and Discussion:** The Feather River Tourism Association (FRTA) developed the  
Feather River Tourism Marketing District (FRTMD) as a proposed assessment district to provide  
specific benefits to lodging providers. The marketing plan is attached as Exhibit "A". The  
assessment would be 2% of gross nightly room sales under 30 days. The funding will assist in  
marketing and sales promotion efforts for assessed businesses to increase tourism. The proposed  
district is in western Plumas County, specifically the eastern boundary is longitude 120° 34' 36"  
W from the Plumas County boundary in the north to latitude 39° 53' 10" N and longitude 121°  
0' 0" W from latitude 39° 53' 10" N to latitude 39° 46' 50" N, and the southern boundary is  
latitude 39° 53' 10" N from longitude 120° 34' 36" W to longitude 121° 0' 0" W and latitude  
39° 46' 50" N from longitude 121° 0' 0" W to the Plumas County boundary. The Plumas  
County Tax Collector's office will be responsible for collecting the 2% assessment on the  
Transient Occupancy Tax Returns (TOT). The Tax Collector's office will retain a fee of 2% of  
the amount of the assessment collected quarterly for the cost of administration and collection.  
There is a likelihood that the 2% fee will not cover the Tax Collector's staff time to administer  
and collect, ultimately using General Fund dollars to support the district.

The proponents and County have worked for several years to implement the details of the  
management plan and district. Through this process the County purchased new Transient  
Occupancy Tax software, a General Fund cost of approximately \$25,000. The software was  
purchased so that the assessment could be collected accurately. The boundaries of the district are  
not countywide, the Eastern county businesses did not choose to participate. The prior T.O.T.  
system was not able to distinguish the boundary lines of the district. There was no way to  
separate the T.O.T. returns for businesses outside of the district. On implementation of the new  
software, it was determined that the software was sold to the County incomplete and would not  
be able to separate the district boundaries. This was a huge problem that took time to correct but  
has been rectified by the software company and the Tax Collector. The software problem set  
back the entering of the T.O.T. certificates, and it was determined at that time that the certificates  
would have to be manually separated into the proposed district businesses and the non-district  
businesses. During this process every certificate was verified by the GIS provided map as to  
whether or not the property was within the district. The amount of T.O.T. collected in the 2019

calendar year was calculated for each business. There are a total of 266 businesses in the proposed district with a total T.O.T. collected of \$875,545 for 2019.

Pursuant to Streets and Highways code 36621, a written petition signed by the business owners in the proposed district who will pay more than the 50% of the assessment must be submitted. The FRTA submitted the petition to the Tax Collector's office February 18<sup>th</sup>, 2020. There were 115 businesses/private rental homes represented in the petition. The T.O.T. percentages of these businesses were manually calculated against the total amount of T.O.T. collected. The petition passed with 64.552% in favor of forming the FRTMD. The Board of Supervisors may initiate proceedings to form the FRTMD with adoption of a Resolution of Intent to form a district per Street & Highways Code 36621.

I respectfully request the Board to accept the results of the petition provided by the Feather River Tourism Association and provide discussion and action with regard to the Resolution of Intent to establish the district fixing the time and place of a Public Meeting and a Public Hearing and Notice of meetings.

Thank you.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS DECLARING ITS INTENTION TO ESTABLISH THE FEATHER RIVER TOURISM MARKETING DISTRICT (FRTMD) AND FIXING THE TIME AND PLACE OF A PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE THEREOF**

**WHEREAS**, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the County to establish business improvement districts for the purposes of promoting tourism; and

**WHEREAS**, Feather River Tourism Association, lodging business owners, and representatives from the County of Plumas have met to consider the formation of the Feather River Tourism Marketing District (FRTMD) in a portion of Plumas County; and

**WHEREAS**, Feather River Tourism Association has drafted a Management District Plan (Plan) which sets forth the proposed boundary of the FRTMD, a service plan and budget, and a proposed means of governance; and

**WHEREAS**, lodging business who will pay more than fifty percent (50%) of the assessment under the FRTMD have petitioned the Board of Supervisors to establish the FRTMD.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS THAT:**

1. The recitals set forth herein are true and correct.
2. The Board of Supervisors finds that lodging businesses that will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed and submitted petitions in support of the formation of the FRTMD. The Board of Supervisors accepts the petitions and adopts this Resolution of Intention to establish the FRTMD and to levy an assessment on certain lodging businesses within the FRTMD boundaries in accordance with the Property and Business Improvement District Law of 1994.
3. The Board of Supervisors declares its intention to establish the FRTMD and to levy and collect assessments on lodging businesses within the FRTMD boundaries pursuant to the Property and Business Improvement District Law of 1994.
4. The FRTMD shall include all lodging businesses located within the boundaries of western Plumas County, as shown in the map attached as Exhibit A.
5. The name of the district shall be Feather River Tourism Marketing District (FRTMD).
6. The annual assessment rate is two percent (2%) of gross short-term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign

government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty; and stays pursuant to contracts executed prior to July 1, 2020.

7. The assessments levied for the FRTMD shall be applied toward sales and marketing programs to market assessed lodging businesses in Feather River as tourist, meeting, and event destinations, as described in the Plan. Funds remaining at the end of any year may be used in subsequent years in which FRTMD assessments are levied as long as they are used consistent with the requirements of this resolution and the Plan.
8. The proposed FRTMD will have a five (5) year term, beginning January 1, 2021 through December 31, 2025, unless renewed pursuant to Streets and Highways Code § 36660.
9. Bonds shall not be issued.
10. The time and place for the public meeting to hear testimony on establishing the FRTMD and levying assessments are set for September 15, 2020, at 1:30 PM, or as soon thereafter as the matter may be heard, at the Supervisors Board Room Court House located at 520 Main Street, 3<sup>rd</sup> Floor, Quincy, CA 95971.
11. The time and place for the public hearing to establish the FRTMD and the levy of assessments are set for October 6, 2020, at 1:30 PM, or as soon thereafter as the matter may be heard, at the Supervisors Board Room Court House located at 520 Main Street, 3<sup>rd</sup> Floor, Quincy, CA 95971. The Clerk of the Board is directed to provide written notice to the lodging businesses subject to assessment of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code § 36623, no later than August 21, 2020.
12. At the public meeting and hearing the testimony of all interested persons for or against the establishment of the FRTMD may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the lodging businesses within the proposed FRTMD that will pay more than fifty percent (50%) of the estimated total assessment of the entire FRTMD, no further proceedings to establish the FRTMD shall occur for a period of one (1) year.
13. The complete Plan is on file with the Clerk of the Board and may be reviewed upon request.
15. This resolution shall take effect immediately upon its adoption by the Board of Supervisors.

**I HEREBY CERTIFY** that the foregoing Resolution of Intention was introduced and adopted at a regular meeting of the Board of Supervisors on the \_\_\_\_\_ day of August 2020 by the following vote:

**AYES:**      **Board Members:**

**NOES:**      **Board Members:**

**ABSENT:**      **Board Members:**

**ABSTAIN:**      **Board Members:**

---

**Chair**

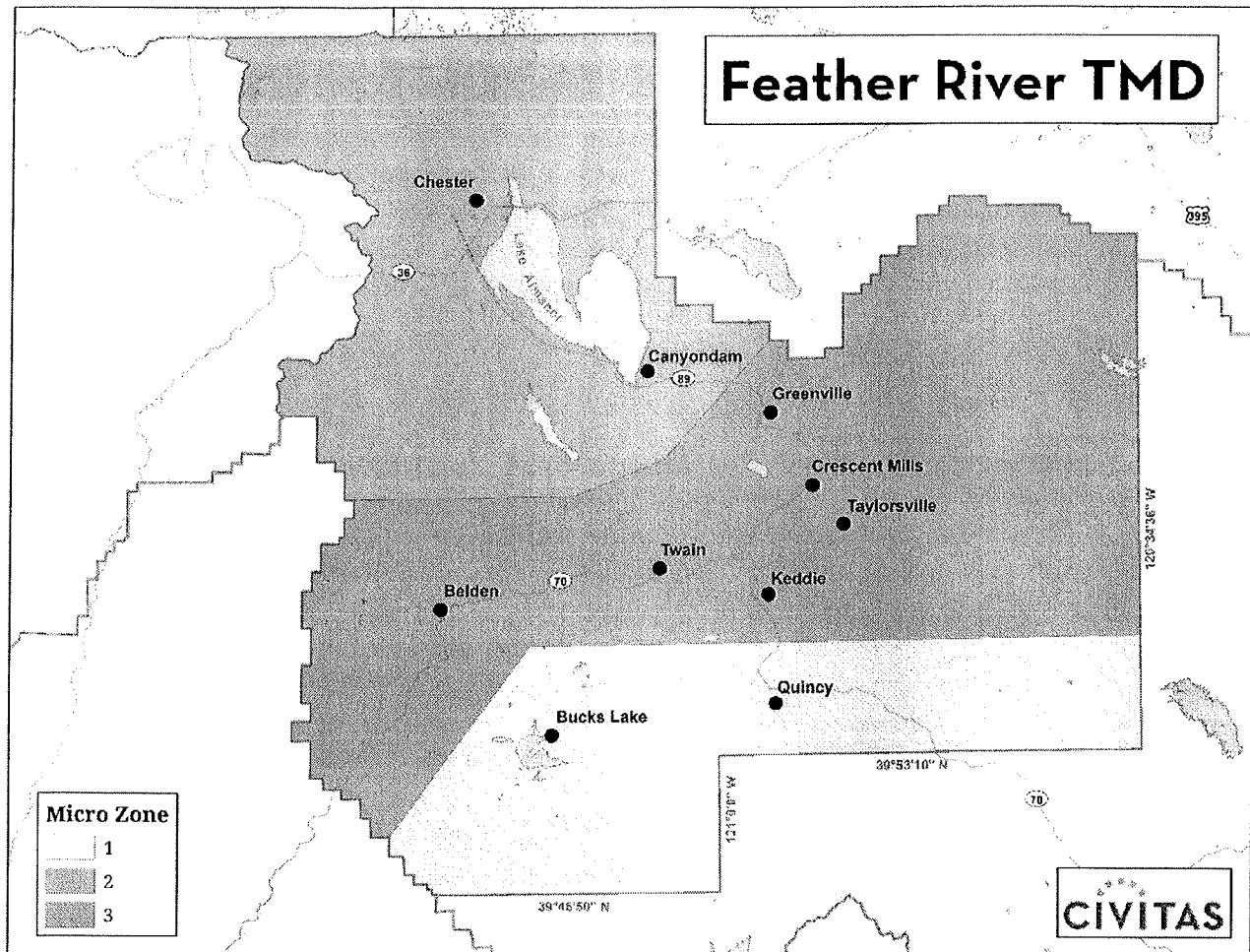
**ATTEST:**

---

**Clerk of the Board**

[S:\Resolutions and Ordinances\Resolution of Intent to Establish Tourism District v2.docx]

**EXHIBIT A**  
**District Boundaries**





# **Feather River Tourism Marketing District Management District Plan**

**January 28, 2019**

*Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.*

## **CONTENTS**

I.	OVERVIEW .....	2
II.	IMPETUS .....	4
III.	BACKGROUND .....	5
IV.	BOUNDARY .....	6
V.	BUDGET AND SERVICES .....	7
	A. Annual Service Plan .....	7
	B. Annual Budget .....	9
	C. California Constitutional Compliance .....	9
	D. Assessment .....	11
	E. Penalties and Interest .....	11
	F. Time and Manner for Collecting Assessments .....	12
VI.	GOVERNANCE .....	13
	A. Owners' Association .....	13
	B. Owners' Association Board of Directors Makeup .....	13
	C. Brown Act and California Public Records Act Compliance .....	13
	D. Annual Report .....	13
	APPENDIX 1 – LAW .....	14
	APPENDIX 2 – ASSESSED BUSINESSES .....	26

Prepared by  
Civitas



## I. OVERVIEW

Developed by the Feather River Tourism Association (FRTA), the Feather River Tourism Marketing District (FRTMD) is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses.

*Location:* The proposed FRTMD includes all lodging businesses in western Plumas County as shown on the map in Section IV. The FRTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude 120° 34' 36" W from the Plumas County boundary in the north to latitude 39° 53' 10" N and longitude 121° 0' 0" W from latitude 39° 53' 10" N to latitude 39° 46' 50" N, and the southern boundary is latitude 39° 53' 10" N from longitude 120° 34' 36" W to longitude 121° 0' 0" W and latitude 39° 46' 50" N from longitude 121° 0' 0" W to the Plumas County boundary.

*Services:* The FRTMD is designed to provide specific benefits directly to payors by increasing room night sales. Marketing and sales promotions will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.

*Budget:* The total FRTMD annual budget for the initial year of its five (5) year operation is anticipated to be approximately \$191,978.67. This budget is expected to fluctuate as room sales do, but is not expected to significantly change over the FRTMD's term.

*Cost:* The annual assessment rate is two percent (2%) of gross short-term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty; and stays pursuant to contracts executed prior to July 1, 2019.

*Collection:* Plumas County will be responsible for collecting the assessment on a quarterly basis (FRTA will decide if they will pursue delinquencies, penalties and interest) from each lodging business located within the boundaries of the FRTMD. The FRTA will reimburse the County for costs associated with collecting delinquencies if pursued. The County shall take all reasonable efforts to collect the assessments from each lodging business.

*Duration:* The proposed FRTMD will have a five (5) year life, beginning July 1, 2019 through June 30, 2024. Once per year beginning on the anniversary of FRTMD formation there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a Board of Supervisors hearing on FRTMD termination.

*Management:* The Feather River Tourism Association (FRTA) will serve as the FRTMD's Owners' Association. The FRTA is charged with managing funds and implementing

programs in accordance with this Plan, and must provide annual reports to the Board of Supervisors.

## **II. IMPETUS**

There are several reasons why now is the right time to form a TMD in Plumas County; the most compelling reasons are as follows:

### *1. The Need to Increase Occupancy*

The formation of the FRTMD is a proactive effort to provide supplemental funding beyond that provided by the County. The funding will ensure that adequate financing exists for the investment required to increase occupancy in the lodging industry and be competitive in the conference segment of the tourism market. The investment will cover an expanded marketing and promotional budget needed to reach this market segment.

### *2. An Opportunity for Increasing County Tax Revenues*

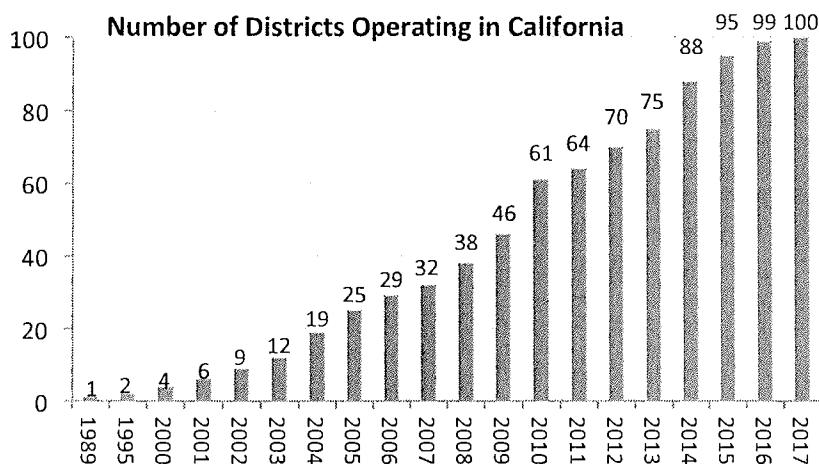
As occupancy rates increase, so too will the County's TOT revenue. With stable public/private funding for tourism marketing efforts, annual occupancy rates should increase significantly as new marketing and sales promotion programs are implemented. Greater occupancy will also produce an increase in sales tax revenues from tourist spending. This represents a substantial return to the County. The formation of the FRTMD in partnership with the FRTA creates a stable funding source tied directly to tourism promotion.

### *3. Stable Funding for Tourism Promotion*

The FRTMD will provide a stable source of funding for consistent tourism promotion efforts. The FRTMD will provide funding for tourism promotion free of the political and economic circumstances that can reduce or eliminate government funding for tourism promotion.

### III. BACKGROUND

TMDs are an evolution of the traditional Business Improvement District. The first TMD was formed in West Hollywood, California in 1989. Since then, over ninety California destinations have followed suit. In recent years, other states have begun adopting the California model – Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TMD laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TMD. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TMDs without a state law.



California's TMDs collectively raise over \$250 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Feather River lodging businesses invest in stable, lodging-specific marketing programs.

TMDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TMDs allow lodging business owners to organize their efforts to increase room night sales. Lodging business owners within the TMD pay an assessment and those funds are used to provide services that increase room night sales.

In California, TMDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TMDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TMDs:

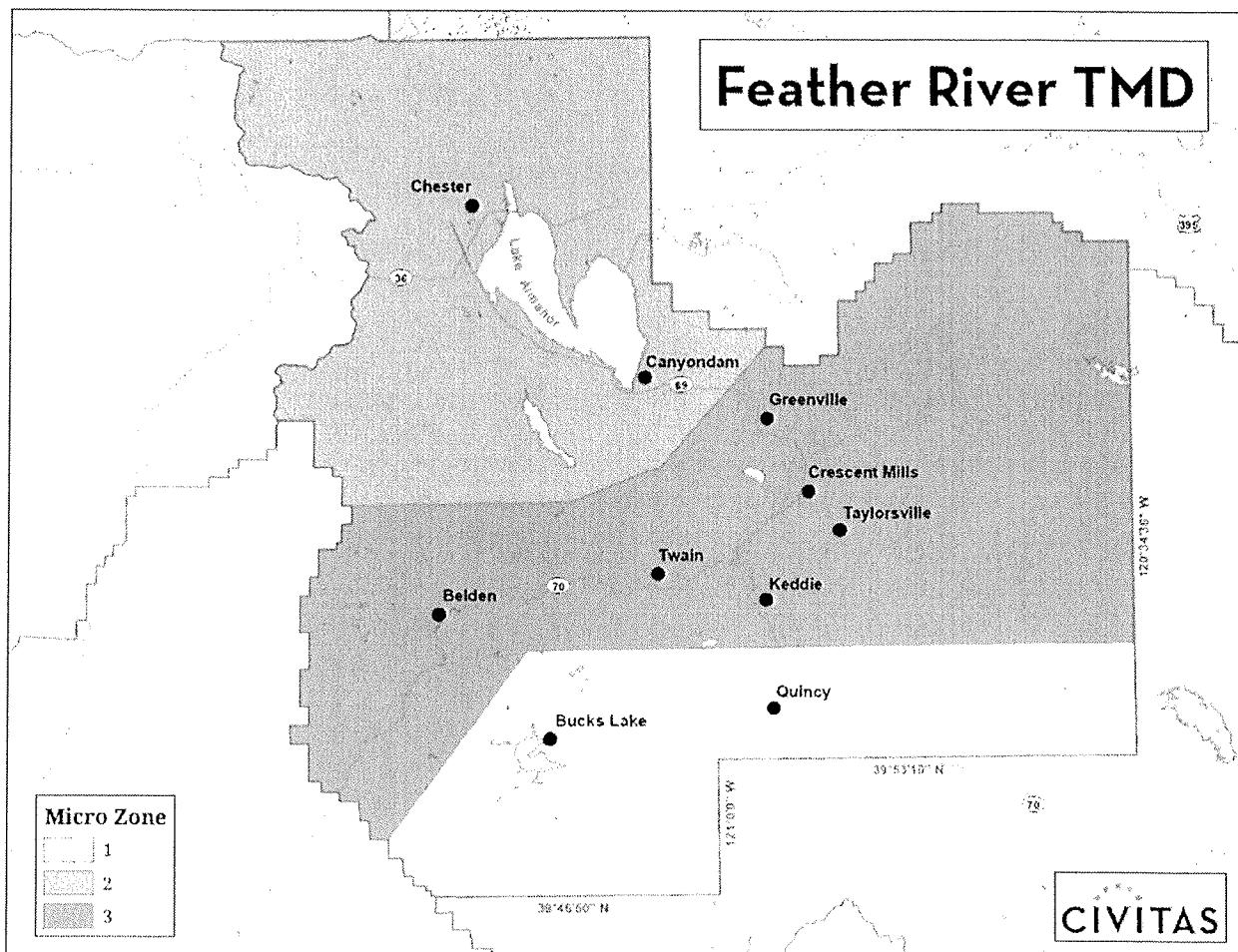
- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are *designed, created and governed by those who will pay* the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

## IV. BOUNDARY

The proposed FRTMD includes all lodging businesses in western Plumas County as shown on the map below. The FRTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude  $120^{\circ} 34' 36''$  W from the Plumas County boundary in the north to latitude  $39^{\circ} 53' 10''$  N and longitude  $121^{\circ} 0' 0''$  W from latitude  $39^{\circ} 53' 10''$  N to latitude  $39^{\circ} 46' 50''$  N, and the southern boundary is latitude  $39^{\circ} 53' 10''$  N from longitude  $120^{\circ} 34' 36''$  W to longitude  $121^{\circ} 0' 0''$  W and latitude  $39^{\circ} 46' 50''$  N from longitude  $121^{\circ} 0' 0''$  W to the Plumas County boundary.

Lodging business means: any building, portion of a building, reserved outdoor space, or other premises rented for use by transients for overnight lodging, and shall refer to the following premises, among others but not exclusively: motel, hotel, inn, tourist home, bed and breakfast, rooming house, apartment house, mobile home park, recreational vehicle park, campground, or parking area.

The boundary, as shown in the map below, currently includes 214 lodging businesses. A listing of lodging businesses within the proposed FRTMD can be found in Appendix 2.



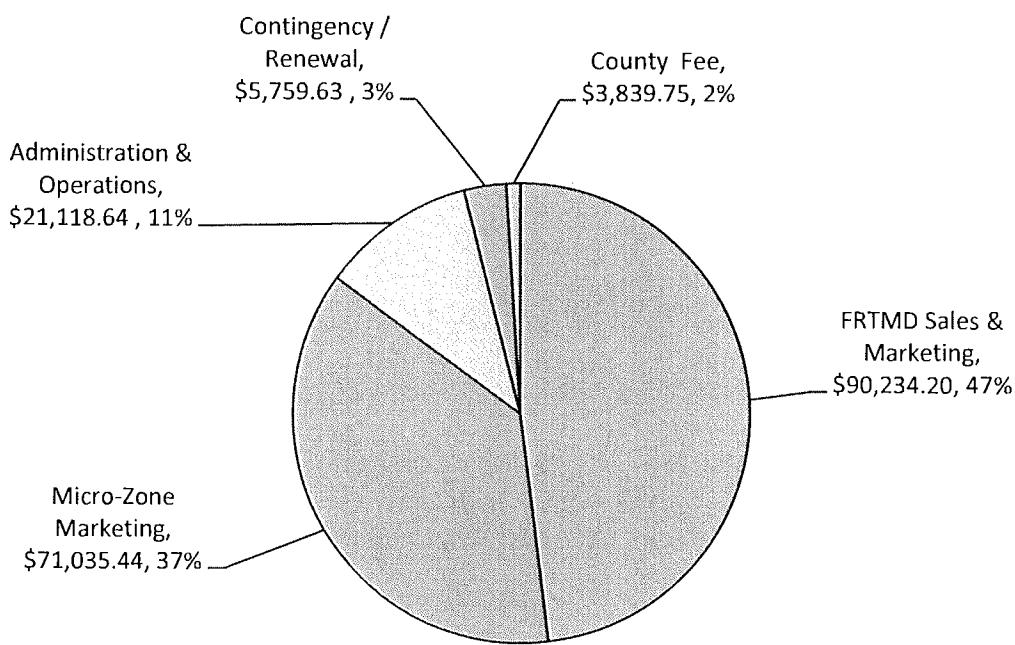
## **V. BUDGET AND SERVICES**

### **A. Annual Service Plan**

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the County of conferring the benefits or granting the privileges. The privileges and services provided with the FRTMD funds are sales and marketing programs available only to assessed businesses.

A service plan budget has been developed to deliver services that benefit businesses throughout the District. A detailed annual budget will be developed and approved by FRTA. The graph below illustrates the initial annual budget allocations. The total initial budget is \$191,987.67<sup>1</sup>.

### **Proposed Initial Annual Budget - \$191,987.67**



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the FRTA Board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge (formation challenges or otherwise) against the FRTMD, any and all assessment funds may be used for the costs of defending the FRTMD. In the first three (3) years of operation, the costs of creating the FRTMD may be repaid, not to exceed \$50,000, by deducting repayment funds proportionally from each budget category.

Each budget category includes all costs related to providing that service, in accordance with Generally Accepted Accounting Procedures (GAAP). For example, the FRTMD sales and marketing

<sup>1</sup> The proposed FRTMD annual budget is based on historic revenue information provided by Plumas County as to the amount of short-term room rental revenue for lodging businesses within the proposed FRTMD boundary.

budget includes the cost of staff time dedicated to overseeing and implementing the FRTMD sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the services below will be determined by the FRTA Board on an as-needed basis.

### **FRTMD Sales and Marketing**

The FRTMD sales and marketing program will promote assessed businesses as tourist, meeting, and event destinations. The FRTMD sales and marketing program will have a central theme of promoting the FRTMD as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Branding the FRTMD;
- Developing a Marketing/Strategic Plan in the first year of operation;
- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Television ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows to promote assessed businesses;
- Sales blitzes for assessed businesses;
- Familiarization tours of assessed businesses;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps featuring assessed businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses;
- Destination product development programs and infrastructure improvements designed to drive overnight visitation and room sales to assessed businesses;
- Subsidizing events that benefit the assessed businesses in the Micro-Zones;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses;
- Education of hospitality staff on service and safety (related to alcohol and food) designed to create a visitor experience that will bring repeat visits to assessed businesses; and
- Education of lodging business management and the FRTA on marketing strategies best suited to meet assessed business's needs.

### **Micro-Zone Marketing**

The Micro-Zone Marketing program will focus on local tourism promotions. Each micro-zone will have funds set aside for local tourism promotions. Each of the three (3) micro-zones will receive an allocation based on that micro-zone's contribution percentage to the overall FRTMD budget. If a micro-zone needs additional funds it may request additional funds from the FRTA Board, to be taken from the FRTMD Sales and Marketing portion of the FRTMD budget.

Any funds that are not used in a calendar year can be reserved for the next calendar year with an explanation of retention from the micro-zone's FRTA Director to the FRTA Board. If a micro-zone has unused funds from the current year's allocation and cannot submit plans for use of the funds in the subsequent calendar year, those funds will be returned to the Micro-Zone Marketing Fund for distribution among all micro-zones, by percentage, in the next calendar year.

The Micro-Zone Marketing program will have a central theme of promoting each micro-zone as a desirable place for overnight visits. FRTA Directors from each micro-zone will make decisions regarding use of funds dedicated to that micro-zone. The programs will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the same or similar activities as FRTMD Sales and Marketing programs, listed above.

The micro-zones in the FRTMD are described below and shown in detail on the map in Section IV:

1. Quincy and Bucks Lake;
2. Lake Almanor, Chester, and Cayondam; and
3. Greenville, Crescent Mills, Taylorsville, Twain, and Keddie.

### **Administration and Operations**

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy and other general administrative costs such as insurance, legal, and accounting fees.

### **County Fee**

Plumas County shall retain a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration. The fee retained by the County to cover its cost of collection and administration shall not exceed \$10,000 per year.

### **Contingency/Renewal**

A prudent portion of the budget will be allocated to a contingency fund, to account for lower than anticipated collections. If there are contingency funds collected and near the expiration of the FRTMD there are contingency funds remaining, and business owners wish to renew the FRTMD, the contingency funds may be used for renewal costs.

### **B. Annual Budget**

The total five (5) year improvement and service plan budget is projected at approximately \$191,987.67 annually, or \$959,938.35 through June 30, 2024. This amount may fluctuate as sales and revenue increase at assessed businesses, but is not expected to change significantly over the term.

### **C. California Constitutional Compliance**

The FRTMD assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.<sup>2</sup> Rather, the FRTMD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the FRTMD, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

---

<sup>2</sup> *Jarvis v. the City of San Diego* 72 Cal App. 4<sup>th</sup> 230

### ***1. Specific Benefit***

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”<sup>3</sup> The services in this Management Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the FRTMD. The activities described in this Plan are specifically targeted to increase room night sales for assessed lodging businesses within the boundaries of the FRTMD, and are narrowly tailored. FRTMD funds will be used exclusively to provide the specific benefit of increased room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in FRTMD programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this FRTMD is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in room night sales. The specific benefit of an increase in room night sales for assessed lodging businesses will be provided only to lodging businesses paying the FRTMD assessment, with marketing and sales programs promoting lodging businesses paying the FRTMD assessment. The marketing and sales programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed lodging businesses, the administration, collection and contingency services also provide the specific benefit of increased room night sales to the assessed lodging businesses.

Although the FRTMD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, “A specific benefit is not excluded from classification as a ‘specific benefit’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor.”<sup>4</sup>

### ***2. Specific Government Service***

The assessment may also be utilized to provide, “a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.”<sup>5</sup> The legislature has recognized that marketing and promotions services like those to be provided by the FRTMD are government services within the meaning of Proposition 26<sup>6</sup>. Further, the legislature has determined that “a specific government service is not excluded from classification as a ‘specific government service’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor.”<sup>7</sup>

---

<sup>3</sup> Cal. Const. art XIII C § 1(e)(1)

<sup>4</sup> Government Code § 53758(a)

<sup>5</sup> Cal. Const. art XIII C § 1(e)(2)

<sup>6</sup> Government Code § 53758(b)

<sup>7</sup> Government Code § 53758(b)

### **3. Reasonable Cost**

FRTMD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the FRTA, and reports submitted on an annual basis to the County. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from FRTMD-funded activities, be featured in advertising campaigns, and benefit from other FRTMD-funded services. Non-assessed lodging businesses will not receive these, nor any other, FRTMD-funded services and benefits.

The FRTMD-funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-FRTMD funds. FRTMD funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

### **D. Assessment**

The annual assessment rate is two percent (2%) of gross short-term (stays less than 31 days) room rental revenue. Any person or group actually occupying a lodging shall be deemed a transient until the period of thirty (30) days has expired, unless there is an agreement in writing between the operator and the occupant that provides for a period of occupancy longer than thirty (30) days. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty; and stays pursuant to contracts executed prior to July 1, 2019.

The term “gross room rental revenue” as used herein means: the fee, charge, or other valuable consideration received by a lodging business operator as gross proceeds paid by a transient for lodging; also, “gross room rental revenue” shall refer to such receipts in the form of money or in-kind goods and services prior to any deduction for any reason whatsoever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. The assessment shall be disclosed as the “FRTMD Assessment.” The assessment shall not be considered revenue for any purposes, including calculation of transient occupancy taxes.

Bonds shall not be issued.

### **E. Penalties and Interest**

1. *Original Delinquencies:* Any lodging business which shall fail to remit any assessment imposed within the time required shall pay a penalty in the amount of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. *Continued Delinquencies:* Any lodging business which shall fail to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the

remittance first became delinquent shall pay a second delinquency penalty in the amount of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.

3. *Fraud:* If FRTA determines that the nonpayment of any remittance due is due to fraud, a penalty in the amount of twenty-five percent (25%) of the amount of the assessment shall be added thereto, in addition to the penalties set forth in subsections 1 and 2 of this section.
4. *Interest:* In addition to the penalties imposed, any lodging business which shall fail to remit any assessment imposed shall pay interest at the rate of one percent (1%) per month, on the amount of the assessment, exclusive of penalties, attaching on the first day of the month in which the assessment became delinquent and on the first day of each month thereafter to the time of payment. If the last day of a month falls on a Saturday, Sunday, or legal holiday, the additional one percent (1%) shall attach after 5:00 PM on the next business day.
5. *Penalties and Interest Merged with Assessment:* Every penalty imposed, and such interest as accrues, shall become part of the assessment required to be paid.

#### **F. Time and Manner for Collecting Assessments**

The FRTMD assessment will be implemented beginning July 1, 2019 and will continue for five (5) years through June 30, 2024. The County will be responsible for collecting the assessment on a quarterly basis (FRTA will decide if they will pursue delinquencies, penalties and interest) from each lodging business within the boundaries of the FRTMD. The County shall take all reasonable efforts to collect the assessments from each lodging business. The County shall forward the assessments collected to the FRTA.

## **VI. GOVERNANCE**

### **A. Owners' Association**

The Board of Supervisors, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the FRTMD as defined in Streets and Highways Code §36614.5. The Board of Supervisors has determined that the Feather River Tourism Association (FRTA) will serve as the Owners' Association for the FRTMD.

### **B. Owners' Association Board of Directors Makeup**

The Board of Directors of the FRTA will be comprised of representatives of assessed lodging businesses within the FRTMD. Representation on the FRTA Board will be proportional to the percentage of each region's annual assessment.

### **C. Brown Act and California Public Records Act Compliance**

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the FRTA Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The FRTA is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the FRTA shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

### **D. Annual Report**

The FRTA shall present an annual report at the end of each year of operation to the Board of Supervisors pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

# APPENDIX 1 – LAW

\*\*\* THIS DOCUMENT IS CURRENT THROUGH THE 2018 SUPPLEMENT \*\*\*  
(ALL 2017 LEGISLATION)

STREETS AND HIGHWAYS CODE  
DIVISION 18. PARKING  
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

**36600. Citation of part**

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

**36601. Legislative findings and declarations; Legislative guidance**

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
  - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
  - (2) Job creation.
  - (3) Business attraction.
  - (4) Business retention.
  - (5) Economic growth.
  - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
  - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
  - (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not

assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

#### **36602. Purpose of part**

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

#### **36603. Preemption of authority or charter city to adopt ordinances levying assessments**

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

#### **36603.5. Part prevails over conflicting provisions**

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

#### **36604. Severability**

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

### **ARTICLE 2. Definitions**

#### **36606. "Activities"**

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

#### **36606.5. “Assessment”**

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

**36607. "Business"**

“Business” means all types of businesses and includes financial institutions and professions.

**36608. "City"**

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

**36609. "City council"**

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

**36609.4. "Clerk"**

“Clerk” means the clerk of the legislative body.

**36609.5. "General benefit"**

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

**36610. "Improvement"**

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

**36611. "Management district plan"; "Plan"**

“Management district plan” or “plan” means a proposal as defined in Section 36622.

**36612. "Owners' association"**

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

**36614. "Property"**

“Property” means real property situated within a district.

**36614.5. “Property and business improvement district”; “District”**

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

**36614.6. “Property-based assessment”**

“Property-based assessment” means any assessment made pursuant to this part upon real property.

**36614.7. “Property-based district”**

“Property-based district” means any district in which a city levies a property-based assessment.

**36615. “Property owner”; “Business owner”; “Owner”**

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

**36615.5. “Special benefit”**

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

**36616. “Tenant”**

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

**ARTICLE 3. Prior Law**

**36617. Alternate method of financing certain improvements and activities; Effect on other provisions**

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

**CHAPTER 2. Establishment**

**36620. Establishment of property and business improvement district**

A property and business improvement district may be established as provided in this chapter.

**36620.5. Requirement of consent of city council**

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the

board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

**36621. Initiation of proceedings; Petition of property or business owners in proposed district**

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
  - (1) A map showing the boundaries of the district.
  - (2) Information specifying where the complete management district plan can be obtained.
  - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
  - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
  - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

**36622. Contents of management district plan**

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
- (d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

- (e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
- (f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.
- (g) The time and manner of collecting the assessments.
- (h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
- (i) The proposed time for implementation and completion of the management district plan.
- (j) Any proposed rules and regulations to be applicable to the district.
- (k)
  - (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
  - (2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
- (l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.
- (m) In a property-based district, the total amount of general benefits, if any.
- (n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
- (o) Any other item or matter required to be incorporated therein by the city council.

#### **36623. Procedure to levy assessment**

- (a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
- (b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A

written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

#### **36624. Changes to proposed assessments**

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

#### **36625. Resolution of formation**

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.
- (7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.
- (8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

#### **36626. Resolution establishing district**

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

#### **36627. Notice and assessment diagram**

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

#### **36628. Establishment of separate benefit zones within district; Categories of businesses**

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

#### **36628.5. Assessments on businesses or property owners**

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

#### **36629. Provisions and procedures applicable to benefit zones and business categories**

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

#### **36630. Expiration of district; Creation of new district**

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

### **CHAPTER 3. Assessments**

#### **36631. Time and manner of collection of assessments; Delinquent payments**

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

#### **36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property**

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

#### **36633. Time for contesting validity of assessment**

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

#### **36634. Service contracts authorized to establish levels of city services**

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

#### **36635. Request to modify management district plan**

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

#### **36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention**

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

#### **36637. Reflection of modification in notices recorded and maps**

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

### **CHAPTER 3.5. Financing**

#### **36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments**

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

## CHAPTER 4. Governance

### **36650. Report by owners' association; Approval or modification by city council**

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (2) The improvements, maintenance, and activities to be provided for that fiscal year.
- (3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
- (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

### **36651. Designation of owners' association to provide improvements, maintenance, and activities**

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

## CHAPTER 5. Renewal

### **36660. Renewal of district; Transfer or refund of remaining revenues; District term limit**

- (a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

## CHAPTER 6. Disestablishment

### **36670. Circumstances permitting disestablishment of district; Procedure**

- (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
  - (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
  - (2) During the operation of the district, there shall be a 30-day period each year in which assessee may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

### **36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district**

- (a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

## APPENDIX 2 – ASSESSED BUSINESSES

Business Name	Business Address	City, State ZIP	Micro-Zone
Ada's Place	562 Jackson St.	Quincy, CA 95971	One
Alan & Lisa Mac	6985 Hwy 147	Lake Almanor, CA 96137	Two
Alice Sanderson	119 Third St.	East Quincy, CA 95971	One
Almanor Cabin	240 Lake Almanor West Dr.	Lake Almanor, CA 96137	Two
Anderson	964 Peninsula Dr.	Lake Almanor, CA 96137	Two
Andrew Berg	Lake Almanor West	Chester, CA 96020	Two
Antlers Motel	268 Main St.	Chester, CA 96020	Two
Baber	301 Lake Almanor Dr.	Chester, CA 96020	Two
Badaracco	2412 Almanor Dr. West	Prattville, CA 95923	Two
Bailey Creek Cottages	107 Highwood Cir.	Lake Almanor, CA 96137	Two
Bailey Creek Golf Course	41 Highwood Cir.	Lake Almanor, CA 96137	Two
Barnes	941 Lassen View	Lake Almanor, CA 96137	Two
Barry Schaeffer	5423 Hwy 147	Lake Almanor, CA 96137	Two
Beldon Town Resort	14785 Beldon Town Rd.	Belden, CA 95915	Three
Bengard	1205 Driftwood Cove	Lake Almanor, CA 96137	Two
Bengard	2911 Hwy 147	Lake Almanor, CA 96137	Two
Berg	207 Lake Almanor West Dr.	Chester, CA 96020	Two
Best Western Rose Quartz Inn	306 Main St.	Chester, CA 96020	Two
Big Cove Resort	442 Peninsula Dr.	Lake Almanor, CA 96137	Two
Big Springs Resort Inc.	2655 Big Springs Rd.	Lake Almanor, CA 96137	Two
Blaine Wood	357 Lake Almanor West Dr.	Lake Almanor, CA 96137	Two
Bobby's Lake Breeze Cabin	3922 Hwy 147	Lake Almanor, CA 96137	Two
Bolin	668 Peninsula Dr.	Lake Almanor, CA 96137	Two
Bossio	665 E Mountain Ridge	Lake Almanor, CA 96137	Two
Boulder Creek		Plumas Forest, CA 95983	Three
Brookside RV Park	286 Main St.	Chester, CA 96020	Two
Brown	1208 Peninsula Dr.	Lake Almanor, CA 96137	Two
Buck's Lake Marina	82 Ridge Cir.	Bucks Lake, CA 95971	One
Bucks Lake Campground & RV Park	9489 Big Creek Rd.	Bucks Lake, CA 95971	One
Bucks Lakeshore Resort	16001 Bucks Lake Rd.	Quincy, CA 95971	One
Bucks Lodge	16525 Bucks Lake Rd.	Quincy, CA 95971	One
Cabin 2, Almanor Lakeside Resort	300 Peninsula Dr.	Lake Almanor, CA 96137	Two
Cabin 3, Almanor Lakeside Resort	300 Peninsula Dr.	Lake Almanor, CA 96137	Two
Cabin 6, Almanor Lakeside Resort	300 Peninsula Dr.	Lake Almanor, CA 96137	Two

Business Name	Business Address	City, State ZIP	Micro-Zone
Campion	1020 Peninsula Dr.	Lake Almanor, CA 96137	Two
Canyon Dam RV Park	29535 CA-89	Canyon Dam, CA 95923	Two
Caribou Crossroads Café	16242 CA-70	Belden, CA 95915	Three
Carroll	507 Peninsula Dr.	Lake Almanor, CA 96137	Two
Carson Chalets	140 Peninsula Dr.	Lake Almanor, CA 96137	Two
Cauwet	1238 Peninsula Dr.	Lake Almanor, CA 96137	Two
Cedar Lodge Motel	1487 County Rd. 324	Chester, CA 96020	Two
Cedar Retreat	3678 Greenville Reservation Rd.	Greenville, CA 95947	Three
Cedar Ridge Retreat	729 W. Mountain Ridge	Lake Almanor, CA 96137	Two
Chavez	4843 Hwy 147	Lake Almanor, CA 96137	Two
Chris & Christine Meyers	2448 North Valley Rd.	Greenville, CA 95947	Three
Christensen	825 Peninsula Dr.	Lake Almanor, CA 96137	Two
Christenson	335 Lake Almanor West	Chester, CA 96020	Two
Christerson	1301 Lassen View Dr.	Lake Almanor, CA 96137	Two
Conkin-Orrick	1114 Lassen View	Lake Almanor, CA 96137	Two
Cottage on Spanish Creek	36179 Hwy 70	Quincy, CA 95971	Three
Court Yard Suites	436 Main St.	Quincy, CA 95971	One
Crawford	1342 Peninsula Dr.	Lake Almanor, CA 96137	Two
Creekside Retreat	48908 State Hwy 70	Quincy, CA 95971	One
Crocket	108 Kokanee Tr.	Lake Almanor, CA 96137	Two
Cuella	801 Peninsula Dr.	Lake Almanor, CA 96137	Two
Darren Trustee	340 Osprey Lp.	Chester, CA 96020	Two
Domnic Sanfilippo	639 Cedar Canyon	Lake Almanor, CA 96137	Two
Dorado Inn	4379 CA-147	Lake Almanor, CA 96137	Two
Doud-Jackson	183 Slim Dr.	Chester, CA 96020	Two
Draeger	1227 Lassen View Dr.	Lake Almanor, CA 96137	Two
Drakesbad Guest Ranch	14423 Chester Warner Valley Rd.	Chester, CA 96020	Two
Drews	909 Peninsula Dr.	Lake Almanor, CA 96137	Two
Droge-Yuklois	1123 Fairway Pines	Lake Almanor, CA 96137	Two
Edward Crownholm	140 Peninsula Dr.	Lake Almanor, CA 96137	Two
Eggers	712 E. Mountain Rdige	Lake Almanor, CA 96137	Two
Engelke	343 Watson Rd.	Chester, CA 96020	Two
Eric Gwynn	3527 Hwy 147	Lake Almanor, CA 96137	Two
Feather River Hot Springs	26110 CA-70	Twain, CA 95984	Three
Gansner Bar		Plumas Forest, CA 95983	Three
Gard & Janelle Anderson	103 Idyleberry	Lake Almanor, CA 96137	Two
Gates Property	1121 Peninsula	Lake Almanor, CA 96137	Two
Ghiselen	1045 Peninsula Dr.	Lake Almanor, CA 96137	Two
Gold Pan Lodge	200 Crescent St.	Quincy, CA 95971	One

Business Name	Business Address	City, State ZIP	Micro-Zone
Gough	1010 Peninsula Tr.	Lake Almanor, CA 96137	Two
Greenhorn Ranch LLC	2116 Greenhorn Ranch Rd.	Quincy, CA 95971	One
Haskins Valley Campground	16731 Bucks Lake Rd.	Quincy, CA 95971	One
Haskins Valley Inn B & B	750 Haskins Cir.	Bucks Lake, CA 95971	One
Henry	609 Lake Ridge	Lake Almanor, CA 96020	Two
Hester	331 Manzanita Dr.	Chester, CA 96020	Two
Hideaway Motel	761 Hideaway Rd.	Greenville, CA 95947	Three
Hilder	325 Lake Almanor West	Chester, CA 96020	Two
Jeff & Dorothy Wilson	6162 Hwy 70	Tobin, CA 95980	Three
Jern	107 Kokanee Tr.	Chester, CA 96020	Two
Jevons	3806 Mary Ann Ln.	Lake Almanor, CA 96137	Two
Justin Bradford	333 Peninsula Dr.	Lake Almanor, CA 96137	Two
Karen Lichti	308 Peninsula Dr.	Lake Almanor, CA 96137	Two
Kiriaze	606 Cedar Canyon Rd.	Lake Almanor, CA 96137	Two
Knotty Pine Resort & Marina	430 Peninsula Dr.	Lake Almanor, CA 96137	Two
Koehnen	960 Peninsula Dr.	Lake Almanor, CA 96137	Two
Kurtis	3748 Lake Almanor Dr.	Lake Almanor, CA 96137	Two
Kuster	308 #4 Peninsula Dr.	Lake Almanor, CA 96137	Two
Lake Almanor Lakefront Cabins	3011 Hwy 147	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	107 Lake Almanor West	Chester, CA 96020	Two
Lake Almanor Rental Properties	344 Lake Almanor West	Chester, CA 96020	Two
Lake Almanor Rental Properties	101 Lake Almanor West	Chester, CA 96020	Two
Lake Almanor Rental Properties	489 Dinsmore	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	232 Dinsmore	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	343 Flint Way	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	71 Idleberry	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	662 Peninsula	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	12 Dinsmore	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	1216 Driftwood	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	1231 Peninsula	Lake Almanor, CA 96137	Two

Business Name	Business Address	City, State ZIP	Micro-Zone
Lake Almanor Rental Properties	963 Peninsula	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	5810 Hwy 147	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	623 Deep Forest	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	877 Golf Club	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	835 Lake Ridge	Lake Almanor, CA 96137	Two
Lake Almanor Rental Properties	332 Peninsula	Lake Almanor, CA 96137	Two
Lake Almanor Resort	227 Feather River Dr.	Lake Almanor, CA 96137	Two
Lake Almanor Retreat	348 Lake Almanor West Dr.	Lake Almanor, CA 96137	Two
Lake Cove Resort & Marina Inc.	3584 CA-147	Lake Almanor, CA 96137	Two
Lake Haven Resort	7329 CA-147	Lake Almanor, CA 96137	Two
Lakeside Long Shot Lodge	633 W. Mountain Ridge	Lake Almanor, CA 96137	Two
Langton	1234 Peninsula Dr.	Lake Almanor, CA 96137	Two
Lariat Lodge	2370 E. Main	East Quincy, CA 95971	One
Larry Sawyer	532 Peninsula Dr.	Lake Almanor, CA 96137	Two
Lassen Meadows Ranch	370 29N38	Warner Valley, CA 96020	Two
Leisure RV Park	124 Feather River Dr.	Chester, CA 96020	Two
Lenore Hailstone	729 Pine Canyon Rd.	Lake Almanor, CA 96137	Two
Lile	372 Osprey Lp.	Chester, CA 96020	Two
Lile	351 Osprey Lp.	Chester, CA 96020	Two
Loft on Jackson	395 Jackson St. #C	Quincy, CA 95971	One
Lone Rock A		Plumas Forest, CA 95983	Three
Long Point		Plumas Forest, CA 95983	Three
Long Point Group		Plumas Forest, CA 95983	Three
Lower Bucks	8371 Bucks Lake Rd.	Lake Almanor, CA 96137	One
Martin's RV Park	317 Main St.	Chester, CA 96020	Two
McCarricks Dyer View	609 Bailey Creek	Lake Almanor, CA 96137	Two
McGovern	111 Goose Bay View Tr.	Chester, CA 96020	Two
Medici	2804 Big Springs	Lake Almanor, CA 96137	Two
Mike & Suzanne Weber	726 Lake Ridge Rd.	Lake Almanor, CA 96137	Two
Mike & Yolanda Wood	555 Monte Vista Ave.	Quincy, CA 95971	One
Miles	692 Peninsula Dr.	Lake Almanor, CA 96137	Two
Mill Creek		Plumas Forest, CA 95983	One
Miller	1220 White Fir Tr.	Lake Almanor, CA 96137	Two
Minton	343 Maidu	Chester, CA 96020	Two

Business Name	Business Address	City, State ZIP	Micro-Zone
Morris	316 Maidu	Chester, CA 96020	Two
Mt. Huff Golf Course	15301 Hwy 89	Crescent Mills, CA 95934	Three
Myrna Berry	48792 Hwy 70	East Quincy, CA 95971	One
Nagel	1125 Peninsula Dr.	Lake Almanor, CA 96137	Two
Needels	617 Clifford Tr.	Lake Almanor, CA 96137	Two
Noblin	808 Peninsula Dr.	Lake Almanor, CA 96137	Two
North Fork		Plumas Forest, CA 95983	Three
North Shore Campground	541 Catfish Beach Rd.	Chester, CA 96020	Two
O'Neil	833 Lake Ridge	Lake Almanor, CA 96137	Two
Oak Grove	700 CA-89	Greenville, CA 95947	Three
Odom	100 Peninsula Dr.	Lake Almanor, CA 96137	Two
Paul Bunyon Resort	443 Peninsula Dr.	Lake Almanor, CA 96137	Two
PG&E: Camp Conery Group Campground	Hwy 89	Canyon Dam, CA 95923	Two
PG&E: Cool Springs Campground	Butt Valley Reservoir	Canyon Dam, CA 95923	Two
PG&E: Last Chance Creek Campground	Hwy 36	Chester, CA 96020	Two
PG&E: Last Chance Creek Campground	Hwy 36	Chester, CA 96020	Two
PG&E: Lnd Proj Ponderosa Grp Cmp		Canyon Dam, CA 95923	Two
PG&E: Ponderosa Flat Campground	Butt Valley Rd.	Prattville, CA 95923	Two
PG&E: Rocky Point Campground	Hwy 89	Canyon Dam, CA 95923	Two
PG&E: Yellow Creek Campground	Humbug Rd.	Lake Almanor, CA 96137	Two
PGE: Rocky Pt North Grp Campground	Hwy 89	Canyon Dam, CA 95923	Two
PGE: Rocky Pt South Grp Campground	Hwy 89	Canyon Dam, CA 95923	Two
Pine Aire Motel	26110 CA-70	Twain, CA 95984	Three
Pine Hill Motel	420758 CA-70	Quincy, CA 95971	One
Pioneer RV Park	1326 Pioneer Rd.	Quincy, CA 95971	One
Plumas Pines Resort	3000 Almanor Dr. W	Canyon Dam, CA 95923	Two
Quail Lodge Lake Almanor	29615 CA-89	Canyon Dam, CA 95923	Two
Queen Lily		Plumas Forest, CA 95983	Three
Quincy Courtyard Suites	436 Main St.	Quincy, CA 95971	One
Quincy Feather Bed Inn	542 Jackson St.	Quincy, CA 95971	One
Ranchito Motel	202 E. Main St.	Quincy, CA 95971	One
Raymond & Cheryl Henry	413 Watson Rd.	Chester, CA 96020	Two

Business Name	Business Address	City, State ZIP	Micro-Zone
River Ranch RV Park	42331 CA-70	Quincy, CA 95972	One
Robert & Brenda Haase	105 Kokanee Tr.	Lake Almanor, CA 96137	Two
Robert Morton	29511 CA-89	Canyon Dam, CA 95923	Two
Robert Morton	29586 Hwy 89	Canyon Dam, CA 95923	Two
Roberts	727 E. Mountain Ridge	Lake Almanor, CA 96137	Two
Roberts	544 Peninsula Dr.	Lake Almanor, CA 96137	Two
Ronnie & Janka White	106 Goose Bay View Tr.	Lake Almanor, CA 96137	Two
Rooms at 412	430 Peninsula Dr.	Lake Almanor, CA 96137	Two
Ross Morgan	2767 Ridge Rd.	American Valley, CA [ZIP]	One
Rubin, Trustee	308 #8 Peninsula Dr.	Lake Almanor, CA 96137	Two
Schiffman	1423 Peninsula Dr.	Lake Almanor, CA 96137	Two
Scott & Stacy Springer	903 Golf Club	Lake Almanor, CA 96137	Two
Seitz	805 Timber Ridge	Lake Almanor, CA 96137	Two
Seneca Motel	545 Martin Wy.	Chester, CA 96020	Two
Setina	1200 Hidden Beach	Lake Almanor, CA 96137	Two
Sharrer	1012 Peninsula Tr.	Lake Almanor, CA 96137	Two
Sierra Lodge	303 Main St.	Greenville, CA 95947	Three
Sinclair	114 Kokanee Tr.	Chester, CA 96020	Two
Sipko	938 Peninsula Dr.	Lake Almanor, CA 96137	Two
Spanish Creek Campground		Plumas Forest, CA 95983	Three
Spanish Creek Motel	223 Crescent St.	Quincy, CA 95971	One
Spooner	367 Lake Almanor West Dr.	Chester, CA 96020	Two
Spring Meadow Resort Motel	18964 Hwy 89	Greenville, CA 95947	Three
Stathopoulos	620 Cedar Canyon Rd.	Lake Almanor, CA 96137	Two
Steve & Jolene Hood	1128 Peninsula Dr.	Lake Almanor, CA 96137	Two
Stuart Treff	29524 Hwy 89	Canyon Dam, CA 95923	Two
Sundew		Plumas Forest, CA 95983	One
The Bidwell House	1 Main St.	Chester, CA 96020	Two
The Kelley Casita	3381 Big Springs	Lake Almanor, CA 96137	Two
Thwaite	650 Peninsula Dr.	Lake Almanor, CA 96137	Two
Timpe	801 Clifford Dr.	Lake Almanor, CA 96137	Two
Townzen	637 W. Mountain Ridge	Lake Almanor, CA 96137	Two
Vagabond Resort	7371 CA-147	Lake Almanor, CA 96137	Two
Van Elderen	1212 Peninsula Dr.	Lake Almanor, CA 96137	Two
Vincent	600 Cedar Canyon Dr.	Lake Almanor, CA 96137	Two
Wagner	818 Golf Club Rd.	Lake Almanor, CA 96137	Two
Walker-Buck	1272 Peninsula Dr.	Lake Almanor, CA 96137	Two
Wavespell	25168 Feather River Hwy	Twain, CA 95984	Three
Wayne Cook	6019 Hwy 147	Lake Almanor, CA 96137	Two
White House		Plumas Forest, CA 95983	One
Williams	3144 Big Springs	Lake Almanor, CA 96137	Two
Wills	1261 Peninsula Dr.	Lake Almanor, CA 96137	Two

Business Name	Business Address	City, State ZIP	Micro-Zone
Wilson Camp Prattville	2932 Almanor Dr. W	Canyon Dam, CA 95923	Two
Wong	2774 Big Springs	Lake Almanor, CA 96137	Two
WP Property	163 Lake Almanor West Dr.	Chester, CA 96020	Two

# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442  
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



DATE: 8/8/2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ROBERTA M. ALLEN – AUDITOR/CONTROLLER

SUBJECT: Authorize Auditor Controller to recruit and fill 1.0 FTE position of  
Payroll Specialist I or II, vacant due to promotion within department.

Recommendation:

Authorize Auditor Controller to recruit and fill 1.0 FTE position of Payroll Specialist I or II, vacant due to retirement.

Due to the heavy workload in the Auditor's office and the critical nature of the duties assigned to this position we request permission to recruit and fill this position as soon as possible.

## STAFFING REQUEST FORM

*Fill existing*

Department Auditor / Controller *OMW* Add  Delete   
FTE 1.0

Position Title Payroll Specialist I or II

Describe, in some detail, the need for this position (Use additional sheets if necessary.)

This position is responsible for processing payroll and paying employees for all County departments and Special Districts that have their money on deposit in the County Treasury.

This position pays all payroll taxes for the County and Special Districts, as well as preparing and filing payroll tax returns. This position is responsible for transferring retirement contributions to CalPERS, as well as paying health insurance premiums for active county employees and retirees. For a full list of responsibilities, please see the job descriptions attached.

See attachment - *Job descriptions, Payroll Specialist I / II*

If the position is approved, what other expenses do you anticipate?

Recurring:	\$ <input checked="" type="checkbox"/> Office/Operation Supplies	One Time	\$ <input type="checkbox"/> Furn/Fix
	\$ <input type="checkbox"/> Purchased Services		\$ <input type="checkbox"/> Vehicle
	\$ <input type="checkbox"/> Other		\$ <input type="checkbox"/> Office Space

Describe: *No change from current costs.*

Describe:

Calculate anticipated Salary and Benefit costs for each of the *next four* years using anticipated increases:  
       yr. 1        yr. 2        yr. 3        yr. 4

If the position is NOT approved, what are the consequences? Attach sheet

Are any *new revenues* expected to cover the cost of the requested position? Yes  No   
 If yes, are the revenues certain? Yes  No  and if certain, the revenues are certain for  
 how many years?        Years. Attach supporting material.

See Attached

Reviewed and supporting by Critical Staffing Committee

If General Fund Position and recommended by Critical Staffing Committee, indicate rank of this position to other recommended GF positions.        out of        positions recommended.

Committee Comments:

AUDITOR CONTROLLER DEPARTMENT

PAYROLL SPECIALIST I OR II

ATTACHMENT - CRITICAL STAFFING REQUEST FORM

**Consequences of not filling position:**

This position is critical to ensure that payroll is processed timely and payroll taxes are paid. Existing staff in the department already have a heavy workload and would not be able to perform these duties without other daily processing being delayed. The County could incur expensive penalties for late payment of taxes and late filing of payroll returns, and for late payments to CalPERS. This position will also be heavily involved in the payroll conversion to Munis.

Anticipated Salary:

The base salary range for Payroll Specialist I: \$44,172 to \$53,760

The base salary range for Payroll Specialist II: \$48,708 - \$59,256

The actual salary will depend on the qualifications and experience of the candidate, and if the individual hired is a current employee and will have a higher salary due to the number of years employed by the county at date of hire.

21.24 Conf

PLUMAS COUNTY

APPROVED: 4/2017

**PAYROLL SPECIALIST I**

**DEFINITION**

Under general supervision, to perform responsible work in planning and implementing the County payroll function including coordinating the process with all county department and other agencies; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is the entry level and first working level in the Payroll Specialist Series. Incumbents have responsibility for maintenance of the County Payroll System, including the processing of time cards and preparation of payroll reports. This class series is distinguished from the Fiscal and Technical Services Assistant class series by specialized responsibilities for the preparation of the County payroll, as well as requiring in-depth knowledge of the payroll system and procedures.

**REPORTS TO**

Auditor/Controller or Payroll Specialist II

**CLASSIFICATION DIRECTLY SUPERVISED**

None

**EXAMPLES OF DUTIES – continued:**

- Works with County employees and management, providing a variety of information and answering questions regarding payroll items, including pay rates, overtime and other areas of concern.
- Performs a wide variety of statistical and account recordkeeping assignments required to carry out the functions of the Auditor's Office.
- Contributes to team effort by accomplishing related results as needed.

**TYPICAL PHYSICAL REQUIREMENTS**

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

**TYPICAL WORKING CONDITIONS**

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

**DESIRABLE QUALIFICATIONS**

**Knowledge of:**

- General knowledge of County personnel policies and functions.
- Policies, procedures, requirements, and method used in a payroll system.
- Principles and methods of financial and statistical recordkeeping.
- Uses of computers in payroll processing
- Laws, rules, and regulations governing financial and payroll procedures and recordkeeping.
- Office methods, procedures, and equipment.
- Correct English usage, spelling, grammar, and punctuation.

**Ability to:**

- Performs a wide variety of difficult and complex financial and statistical work required for County Payroll.
- Interpret and apply rules, laws, and policies governing payroll administration.
- Reconcile discrepancies in payroll and financial records
- Make arithmetical calculations quickly and accurately.
- Operate a variety of computing and office equipment.

PLUMAS COUNTY

APPROVED: 4/2017

**PAYROLL SPECIALIST II****DEFINITION**

The Payroll Specialist II position works with limited direction from the Auditor, acts as the lead worker for the payroll division of the Auditor's Department. Position performs the most difficult and responsible fiscal work involved in processing the County-wide payroll and maintaining employee payroll records. This position works closely with the Human Resources Department in ensuring payroll coordination between these two departments is maintained in a professional manner. Prepares financial and statistical reports and statements for internal and external agencies, and performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

This is the highest working level in this class series. Incumbents have responsibility for maintenance of the County Payroll System, including the processing of time cards and preparation of payroll reports. This position requires an in-depth knowledge of the payroll system and procedures and must work well with coordinating payroll functions with the County's Human Resources Payroll Specialist.

**REPORTS TO**

Auditor/Controller

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Provide lead direction to Payroll Specialist I and other payroll division support staff as assigned

#### **EXAMPLES OF DUTIES – continued:**

- Works with County employees and management, providing a variety of information and answering questions regarding payroll items, including pay rates, overtime and other areas of concern.
- Performs a wide variety of statistical and account recordkeeping assignments required to carry out the functions of the Auditor's Office.
- Contributes to team effort by accomplishing related results as needed.

#### **TYPICAL PHYSICAL REQUIREMENTS**

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

#### **TYPICAL WORKING CONDITIONS**

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

#### **DESIRABLE QUALIFICATIONS**

##### **Knowledge of:**

- The methods, procedures and policies of the department including personnel policies and functions
- Policies, procedures, requirements, and methods used in a payroll system.
- Principles and methods of financial and statistical recordkeeping including laws, rules, and regulations governing financial and payroll procedures and recordkeeping
- Principles involved in coordinating various programs of the department
- Payroll preparation and verification procedures
- Principles of governmental financial, accounting and statistical record keeping
- Correct English usage, spelling, grammar and punctuation
- Applicable Federal, State, County, Department, and Division laws, regulations, policies and procedures
- County approved memorandums of understanding, individual employment agreements, resolutions and ordinances which set rates for pay and benefits for County employees
- Modern office practices, methods and computer equipment
- Recordkeeping principles and procedures
- Computer applications in payroll processing and related to the work

## PLUMAS COUNTY CALIFORNIA



### COVID-19

### DEPARTMENTS

### GOVERNMENT

### ABOUT PLUMAS COUNTY

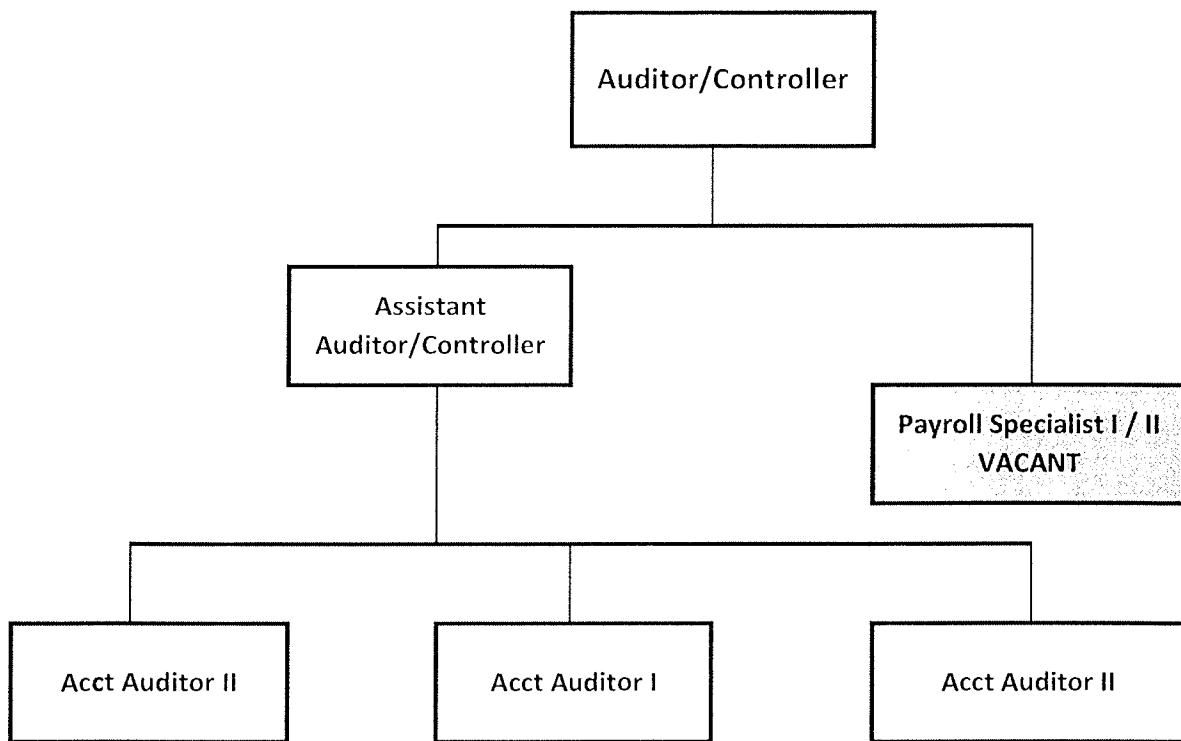
### DOING BUSINESS

### LIVING HERE

<a href="#">Paralegal I (PDF)</a>	1708	CONF	\$2,957-\$3,596
<a href="#">Paralegal I (PDF)</a>	1608	GEN	\$2,787-\$3,390
<a href="#">Paralegal II (PDF)</a>	1882	CONF	\$3,262-\$3,965
<a href="#">Paralegal II</a>	1773	GEN	\$3,073-\$3,740
<a href="#">Paralegal III (PDF)</a>	1917	GEN	\$3,322-\$4,043
<a href="#">Paralegal III (PDF)</a>	2076	CONF	\$3,598-\$4,376
<a href="#">Payroll Specialist I (PDF)</a>	2124	CONF	\$3,681-\$4,480
<a href="#">Payroll Specialist II (PDF)</a>	2342	CONF	\$4,059-\$4,938
<a href="#">Permit Specialist (PDF)</a>	2446	MID MG	\$4,239-\$5,156
<a href="#">Permit Manager (PDF)</a>	2113	MID MG	\$3,662-\$4,454
<a href="#">Permit Technician (PDF)</a>	1647	GEN	\$2,854-\$3,475
<a href="#">Physician Assistant (PDF)</a>	4647	GEN	\$8,054-\$9,793
<a href="#">Planning Director (PDF)</a>	4327-4543	DEPTH	\$7,500-\$9,576
<a href="#">Planning Technician (PDF)</a>	1781	GEN	\$3,087-\$3,756
<a href="#">Power Equipment Mechanic I (PDF)</a>	1680	C and T	\$2,912-\$3,543
<a href="#">Power Equipment Mechanic II (PDF)</a>	1816	C and T	\$3,148-\$3,831
<a href="#">Prevention Aide (PDF)</a>	1307	GEN	\$2,265-\$2,757
<a href="#">Principal Staff Services Analyst (PDF)</a>	2507	MID MG	\$4,345-\$5,286
<a href="#">Probation Assistant (PDF)</a>	1514	PROB	\$2,624-\$3,191
<a href="#">Probation Program Coordinator - Administrative Assistant (PDF)</a>	1839	PROB	\$3,274-\$3,984
<a href="#">Probation Report Writer (PDF)</a>	1805	PROB	\$3,128-\$3,806
<a href="#">Program Chief - Nursing (PDF)</a>	2973	MID MG	\$5,153-\$6,267
<a href="#">Program Manager I (PDF)</a>	3094	MID MG	\$5,352-\$6,522
<a href="#">Program Manager II (PDF)</a>	3249	MID MG	\$5,631-\$6,850
<a href="#">Program Training and Compliance Analyst (PDF)</a>	1917	GEN	\$3,322-\$4,043
<a href="#">Programmer Analyst (PDF)</a>	2219	GEN	\$3,846-\$4,676
<a href="#">Project Manager (PDF)</a>	2556	GEN	\$4,672-\$5,683

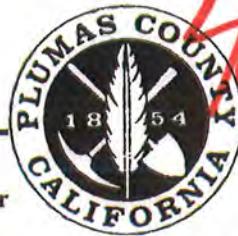
# Auditor Department

## Organizational Chart



# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323  
Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



He

## AGENDA REQUEST

For the August 18, 2020 meeting of the Plumas County Board of Supervisors

August 10, 2020

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Quincy Maintenance District, discussion and possible action

*Robert A. Perreault*

### Background:

One (1) FTE PW Maintenance Worker has resigned from the Department effective August 19, 2020 in the Quincy Maintenance District.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY20/21 budget of the Department of Public Works.

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

### Recommendation:

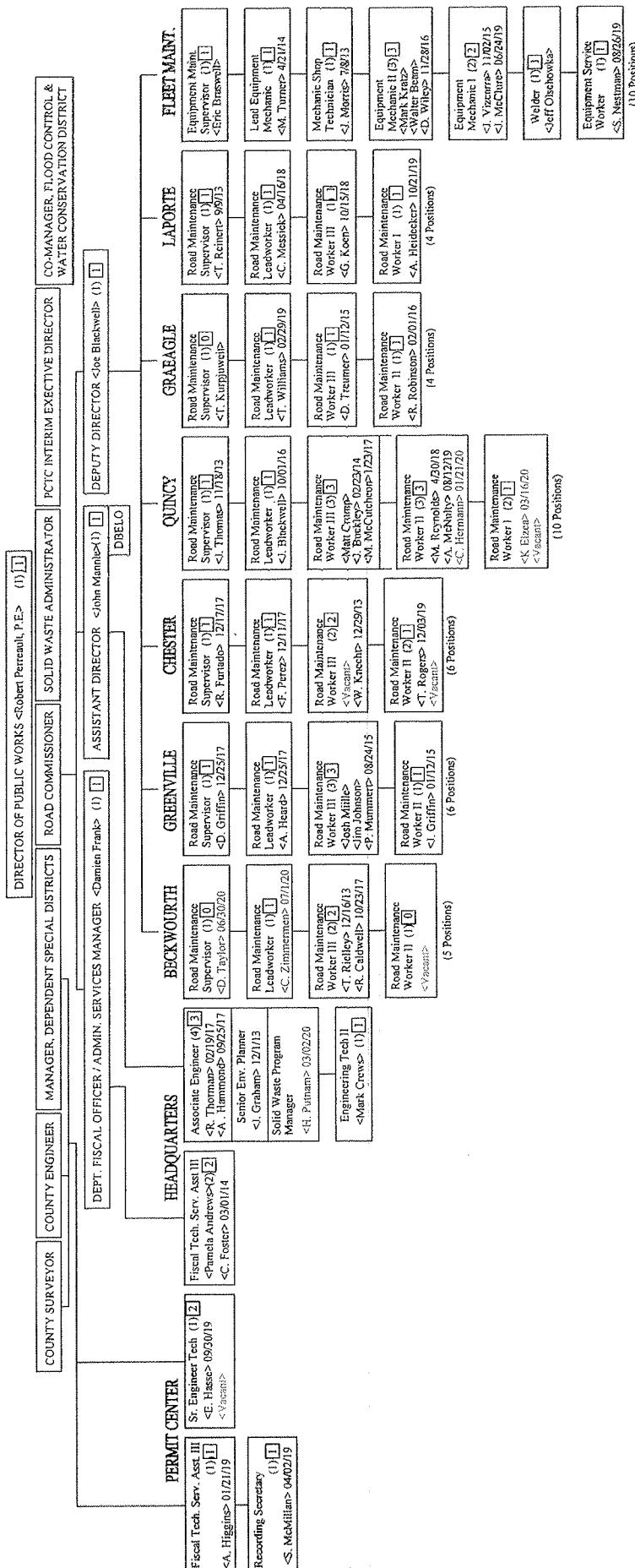
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker in the Quincy Maintenance District.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Maintenance Worker I/II Worker Position Quincy**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal.**
- How long has the position been vacant?  
**Effective 8/19/2020.**
- Can the department use other wages until the next budget cycle?  
**The department’s wage and benefits portion of the 20/21 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?      **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?      **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?      **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions?      **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve?      **Yes**      If yes, provide the activity of the department’s reserve account for the last three years?  
17/18    (\$600,000)      18/19    \$600,000      19/20    \$0

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART



Director of Public Works  
Revision Date: 08/06/20



TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

4D

**DATE:** August 10, 2020  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns   
**RE:** Agenda Item for the meeting of Aug. 18, 2020

### **Recommended Action:**

Approve and sign the attached resolution that allows the Sheriff's Office to pursue and secure State Homeland Security Grants (SHSG), Emergency Management Performance Grants (EMPG), Emergency Management Performance Grant-Supplemental (EMPG-S), or similar grants managed by the State Office of Emergency Services through the fiscal year, 2020-2021.

### **Background and Discussion:**

The EMPG Program has been in effect for about 15 years. Each year the State Office of Emergency Services, who governs the grant at the local level, releases an allocation that Plumas County is able to secure. This grant pays for essentially all the labor costs of the local Office of Emergency Services and also allows funding for repairs of equipment, including replacement, and leases/rents for public safety communication infrastructure. The SHSG program has been in effect since 2002 and largely pays for communication upgrades and equipment for Plumas Co public safety agencies with allocations made available through CalOES. This year there is a third grant opportunity, EMPG-S offered to cover local emergency management costs related to COVID-19.

The California Office of Emergency Services requests all sub-grantees (such as Plumas County) create a universal Governing Body Resolution (GBR). This resolution covers all EMPG, EMPG-S and SHSG awards for a single grant cycle. The state has found that grant specific resolutions have been problematic for their grant's management staff, necessitating this change. Also, by using a universal GBR, the County would be in a much better positon to acquire

residual funds that other jurisdictions fail to use. Without the universal GBR, it would be almost impossible to get these additional funds.

Additionally State OES requests that the universal GBR have an authorized agent referred to by position, vs. by name. This allows more fluid grants management, should there be personnel change locally related to a specific position. The last area of note is at least three of the five board members must remain in office to keep the universal GBR valid. If this number is not met in a given year, the Sheriff's Office will return to the BOS for a new resolution.

It is the Sheriff's Office plan to come to your Board each year with the new grant application and seek approval for the process and associated budget, just like has been done in the past. This will keep your Board aware of developments and possible extra funding opportunities that may present themselves. The only real difference in this long-accepted process for local approval will mean that the Board does not need to sign a separate resolution for each grant program each year.

RESOLUTION NO. \_\_\_\_\_

**Resolution of the Board of Supervisors of Plumas County**

*BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
THAT:*

SHERIFF- CORONER or

UNDERSHERIFF

The Sheriff-Coroner or Undersheriff is hereby authorized to execute for and on behalf of the County of Plumas, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for fiscal year 2020-2021.

This includes, but is not limited to, Emergency Management Performance Grant (EMPG), Emergency Management Performance Grants- Supplemental (EMPG-S), or State Homeland Security Grants (SHSG) as managed through the California Governor's Office of Emergency Services (Cal OES). This resolution is valid for three years, as long as three of the five current board members remain on the Board.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

***Certification***

I, \_\_\_\_\_, duly appointed,

and Clerk of the Board of the Plumas County Board of Supervisors  
do hereby certify that the above is a true and correct copy of a resolution passed and  
approved by the Board of Supervisors of the County of Plumas on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature)

4E1

## REAL PROPERTY LEASE AGREEMENT

THIS LEASE is made between COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "Lessor," and the PLUMAS CHARTER SCHOOL, hereinafter referred to as "Lessee" (collectively, the "Parties" and individually a "Party").

### Section 1. **PREMISES:**

Lessor hereby leases to Lessee those premises located at 1446 East Main Street, Quincy, County of Plumas, State of California, consisting of approximately 5282 square feet of office space together with all land, other improvements, and parking located at this address (the "premises"), which property is more particularly described as follows:

Legal Description: See Exhibit A

APN: 1116-320-058.

### Section 2. **TERM AND TERMINATION:**

2.1 **Initial Term.** The premises are leased for an initial term commencing September 1, 2020, and ending June 30, 2021, or such earlier date as this lease may terminate as provided in this lease, except that if the termination date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding that day.

2.2 **Options to Extend Term.** At the expiration of the initial term of this lease, if Lessee is not in default, Lessee shall have one option to extend this lease for additional one-year period on the mutual agreements on terms and conditions. The exercise of any option shall be by written notice to Lessor 60 days prior to the end date of this lease or any option period.

2.3 **Holding Over.** Any holding over shall be on a month-to-month tenancy at the then rental price, and all other provisions of this lease shall remain in full force and effect on a month-to-month tenancy unless and until either party gives 30 days written notice to the other, and Lessee's tenancy shall terminate at midnight on the last day of the month following the last day of the month in which such notice is given.

**2.5 Termination Due to Contamination.** Notwithstanding any other provision of this lease, Lessee shall have the right to terminate this lease should problems with asbestos, lead, mold, fungus, or other contamination arise which would cause County to expend funds to eliminate the problems in order to continue its tenancy. Lessee shall have no liability for any repairs occasioned by asbestos, lead, mold fungus, or other contamination problems, and has the option to terminate this lease should Lessee reasonably determine that any such problem exists.

Section 3. **RENT:**

**3.1 Rent.** The rent to be paid by County for the initial term and any extensions of this lease shall be \$0.80 per square foot per month. Rent shall be paid in advance on the first business day of each month of the term and any extensions of this lease. For purposes of this lease, rent shall be considered paid if: (1) deposited in the United States mail, postage prepaid, and addressed to the Lessor at the address specified for notices in this lease on the first business day of the month; or (2) executing a transfer of the rent via automated clearing house ("ACH") on the first business day of the month in accordance with the provisions of a validly executed ACH Direct Deposit Authorization form that has been delivered to County.

**3.2 Prorated Rent.** If the term begins (or ends) on other than the first (or last) day of the calendar month, the rent payment for the partial month shall be prorated on a per diem basis based upon the number of days of occupancy during the month.

Section 4. **USE OF PREMISES:**

Lessee shall use and occupy the premises for the purpose of conducting educational business, including the education of school age children and administrative offices. The premises shall be used for no other purpose without the written consent of Lessor. Such consent shall not be unreasonably withheld.

Section 5. **SERVICES AND UTILITIES:**

**5.1 Lessee's Obligations.** Lessee shall pay all charges for electricity, gas, telephone, garbage removal, and custodial services associated with the premises during the term of this lease and any extensions of the term.

5.2 **Lessor's Obligations.** Lessor shall pay all charges for common area utilities, sewer and water service, and all costs associated with taxes and insurance on the premises.

5.3 **Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of this lease, both Lessor and County shall be bound thereby. Any costs associated with compliance shall be paid by the Lessor unless such costs are directly related to the conduct of business within the premises.

Section 6. **MAINTENANCE AND REPAIRS:**

6.1 **Lessor's Obligations.**

6.1.1 Lessor may, upon authorization by Lessee, enter and inspect the premises at reasonable times to render maintenance services or make any necessary repairs to the premises.

6.1.1 Lessor shall also be permitted to conduct, upon notice to Lessee, an inspection of the premises within three months, to ensure reasonable wear and tear on the property. Should Lessor determine the wear and tear is in excess of the amount reasonably expected, Parties agree to negotiate in good faith a change in rental amount for the property.

6.2 **Lessee's Obligations.**

6.2.1 Lessee shall furnish at Lessee's sole expense all electric light bulbs and/or tubes as required during the term of this lease and any extensions of the term pursuant to the terms of the lease.

6.2.2 Lessee shall, at Lessee's own expense and at all times, maintain the interior of the premises in good and safe condition. Except as provided in section 6.1, Lessee shall be responsible for repairs or maintenance to the premises which are caused by Lessee, or its employees, contractors or others entering the premises on Lessee's behalf.

6.2.3 Lessee shall repair at its own expense any damage to the premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions, or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.

6.2.4 Lessee shall provide for snow removal throughout the term of this lease, as needed.

6.2.5 Lessee shall give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, HVAC, or other systems serving, located in, or passing through the premises, including notice of any water intrusion.

### **6.3      Compliance with Law.**

6.3.1 Lessor and Lessee shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by Lessor unless such costs are directly related to the conduct of Lessee's business within the premises.

6.3.2 Lessor represents that the premises are compliant with the Americans with Disabilities Act (42 USC sec. 12101) and its related regulations, and the Fair Employment and Housing Act (Gov. Code section 12940), and Title 24 of the California Code of Regulations. Lessor's obligation as set forth in Section 9.2 herein shall include the obligation to indemnify, defend, and hold County harmless from any and all claims or actions arising from violations of the Americans with Disabilities Act or the Fair Employment and Housing Act.

6.3.3 As required by California Civil Code section 1938, Lessor represents that the premises have not undergone inspection by a Certified Access Specialist (CASp).

## **Section 7.      ALTERATIONS:**

### **7.1      Alterations by Lessee.**

7.1.1 **Compliance with Law; Testing.** During the term of this lease and any options thereof, should Lessee make any modifications or alterations to the premises, modifications or alterations shall comply with the California Building Code, local building codes Americans with Disabilities Act (ADA) regulations, and all other applicable laws and regulations. The Lessee shall pay the costs and shall take samples and test, by an accrediting

laboratory, all building materials subject to remodel, modifications or repair for asbestos and lead in paint content prior to performing the work. The laboratory test report shall be provided to Lessor prior to commencement of the work. In the event asbestos and/or lead in paint is found in building materials that will be disturbed in the course of remodeling, modifications or repair, the Lessee shall pay the costs and handle the materials as per the California Code of Regulations, local codes, Federal Environmental Protection Agency regulations, and all other applicable laws and regulations.

**7.1.2 Prevailing Wages.** Lessee shall and shall require any party performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between Lessee and a third party for work that constitutes a public works project shall include the following provision:

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Shasta County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

By this notice, Lessee is also informed that Public Contract Code section 22002 et seq. applies to work performed pursuant to this lease. In addition to any other indemnification provision of this lease, Lessee shall indemnify and hold Lessor harmless from and defend County against any and all claims of liability for any failure by Lessee arising in part or in whole from Lessee's or its agents, contractors, or employees' failure to comply with the duties proscribed by this section.

## Section 8. ASSIGNMENT AND SUBLETTING:

8.1 **Lessor's Consent Required.** Lessee shall not assign this lease, or any interest therein, and shall not lease or sublet said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of Lessor, which consent shall not be unreasonably withheld. Consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this lease, or of any interest therein, or subletting, either by voluntary or involuntary act of Lessee, or by operation of law or otherwise, shall, at the option of Lessor, terminate this lease, and any such purported assignment, transfer or subletting without such consent shall be null and void.

8.2 **Release of Lessee.** In the event of an assignment of this lease, which is approved by Lessor, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of this lease, Lessee shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

#### Section 9. **INDEMNITY:**

9.1 **Lessee's Indemnification.** Lessee shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the premises when such injury, death or damage is caused in part or in whole by the neglect, fault or omission of any duty with respect to the same by Lessee, its agents, contractors, or employees. Lessee shall further indemnify and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on County's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of County or any of its elected officials, officers, employees, agents, and volunteers and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense provided, however, that Lessee shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of Lessor or its agents, contractors, or employees. Lessor shall provide notice to Lessee within 10 days of receipt or notice of any claim.

Section 10. **INSURANCE:**

10.1 Without limiting Lessee's duties of defense and indemnification, Lessee shall also obtain, from an insurance carrier authorized to transact business in the State of California or through self-insurance, and maintain during the term of this lease and any extension of this lease, Commercial General Liability Insurance for the building and premises of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage.

10.2.2 Lessee shall provide Lessor an endorsement or amendment to Lessee's policy of insurance as evidence of insurance protection before the effective date of this lease. The endorsement or amendment shall name Lessor, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to Lessor within 24 hours. If the endorsement or amendment does not reflect the limits of liability provided by the policy, Lessee shall also provide Lessor a certificate of insurance reflecting those limits.

10.2.3 The insurance coverage required by this lease shall be in effect at all times during the term of this lease. In the event any insurance coverage expires at any time during the term of this lease, Lessee shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this lease or for a period of not less than one year. In the event Lessee fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this lease, Lessor may, in addition to any other remedies it may have, terminate this lease upon 30 days' notice.

Section 11. **DAMAGE OR DESTRUCTION:**

In the event of any damage to or destruction of the premises, or any portion of the premises, at any time during the term or extended term of this lease Lessor will promptly repair, replace, restore, and renew the good condition, order, and repair of the premises. Lessor or Lessee may, in writing delivered to the other party within 30 days after the damage or destruction,

terminate this lease as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three months to complete or if the damage or destruction occurs within the final 3 months of the term. During the period of any such repair, replacement, restoration, or renewal, the obligation of Lessee to pay rent will be abated to the extent the premises are effectively rendered unfit for their intended use by Lessee as a result of such damage or destruction.

Section 12. **DEFAULT:**

If either the Lessor or Lessee fails to comply with any of the material provisions of this lease, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 14 and the defaulting party shall have 10 days from receipt of the notice of default to cure said breach. In the event the default is not cured within the 10-day period, the noticing party may terminate this lease.

Section 13. **NOTICES:**

Unless otherwise provided, notices required by law or by this lease to be given to either party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below or at such other address as a party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this lease, it shall be deemed to be effective immediately. Unless otherwise stated in this lease, any written or oral notices on behalf of Lessee as provided for in this lease may be executed and/or exercised by the Lessee Executive Officer.

If to Lessor:

Gabriel Hydrick  
County of Plumas  
520 Main Street, Room 309  
Quincy, CA 95971  
Phone: 530-283-6446  
Fax: 530-283-6288

If to Lessee: Taletha Washburn  
Executive Director  
Plumas Charter School  
Quincy, CA 95971  
Phone: 530-283-3851

## Section 14. GOVERNING LAW:

All questions with respect to construction of this lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this lease shall be litigated in the State of California and venue shall lie in the County of Plumas.

## Section 15. INUREMENT:

Subject to the restrictions on assignments as herein contained, this lease shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

## Section 18. **ENTIRE AGREEMENT:**

This instrument along with any exhibits or attachments hereto constitutes the entire lease between Lessor and Lessee relative to the premises. This lease and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the premises are written into or revoked by this lease. If any provision contained in an exhibit or attachment to this lease is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 19. **ATTORNEY'S FEES:**

If any legal action is brought by either party for the enforcement or interpretation of this lease, for remedy due to its breach, for recovery of the premises, or in any other way arising

from the terms of this lease, the prevailing party shall be entitled to recovery reasonable attorney fees, costs, and other litigation expenses which shall become a part of any judgment in the action.

Section 20. **ACCESS TO RECORDS/RECORDS RETENTION:**

19.1 **CalOSHA Records Retention.** Section 5142 of Title 8 of the California Code of Regulations titled “Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation” requires Lessor to provide to Lessee, quarterly HVAC maintenance and annual HVAC inspection records. Lessor’s HVAC maintenance and inspection records must be maintained by Lessor for five years after the termination of this lease, and shall be made available to the Lessee and/or to CalOSHA inspectors by Lessor upon request within 48 hours of written or verbal notification from the Lessee.

19.2 **General Records Retention.** County, federal, and state officials shall have access to any books, documents, papers, and records of Lessor which are directly pertinent to the subject matter of this lease for the purpose of auditing or examining the activities of Lessor or Lessee. Except where longer retention is required by federal or state law, Lessor shall maintain all records for five years after Lessee makes the final lease payment thereunder.

Section 21. **PROPERTY TAXES:**

Lessor represents and warrants that to Lessor knowledge, on the date of execution of this lease, all property taxes for which the premises have been paid, or payments are current under any approved property tax payment arrangement.

Section 22. **LEASE EXECUTION.**

This lease may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties have executed this lease on the dates set forth below. By their signatures below, each signatory represents that he or she has the authority to execute this lease, and to bind the party on whose behalf his/her execution is made.

**LESSOR**

---

Date

Taletha Washburn, Director  
Plumas Charter School.  
State of California

**COUNTY**

---

Date

Kevin Goss, Chair  
Board of Supervisors

**ATTEST**

---

Date

Nancy DaForno, Clerk  
Board of Supervisors

**APPROVED AS TO FORM**

---

Date

Gretchen Stuhr, Deputy  
County Counsel



4F

## BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors *T.F.*

FROM: Tracey Ferguson, AICP, Planning Director

MEETING DATE: August 18, 2020

ITEM: Plumas County CivicSpark 2020-21 Pre-Service Capacity Assessment for 2020-21 CivicSpark Project Fellow

### **STAFF RECOMMENDATION:**

1. Approve and authorize the Planning Director to submit the CivicSpark 2020-21 Pre-Service Capacity Assessment to the Local Government Commission for Plumas County to be listed as a local public agency beneficiary for the Sierra Business Council 2020-21 CivicSpark Project

### **BACKGROUND:**

CivicSpark is a Governor's Initiative AmeriCorps program of the Local Government Commission in partnership with the State of California through the Office of Planning and Research and California Volunteers. CivicSpark is dedicated to building capacity for local public agencies to address community resilience issues such as climate change, water resource management, housing, and mobility.

CivicSpark envisions a California of resilient, equitable, and vibrant communities where our local governments and leaders are empowered and equipped to proactively serve the needs of all community members. Through National Service, CivicSpark contributes to this vision for California by:

- Building local public sector capacity to address entrenched and emerging issues;
- Serving as a social purpose career accelerator for future leaders; and
- Fostering lasting, authentic community engagement.

Each year, CivicSpark recruits 90 Fellows to build local public agency capacity throughout the state for 11 months. During their service year, CivicSpark Fellows implement a needed sustainability and resilience project, while also building long-term capacity to ensure the work is sustained after their service year is completed.

Local public agencies receive dedicated project support from enthusiastic emerging professionals who receive professional development and sector training. Local benefits include:

- Direct support for specific resiliency project needs with defined outcomes.
- Increased capacity for sustainable communities and response community resilience needs.
- A pipeline for future resiliency efforts.
- Stronger State-local partnerships for information and expertise exchange.
- A workforce with local expertise in climate change, energy, water, or social issues.
- Access to affordable resources, resulting in increased capacity and hands-on training.
- Increased volunteerism at the local level.

**DISCUSSION/PROJECT:**

Sierra Business Council (SBC) in Truckee, California, is partnering with the State's CivicSpark program for the 2020-2021 service year.

The service year is an eleven month period that kicks off the first week of September 2020.

SBC contacted the Planning Department with an opportunity through their Sierra CAMP (Climate Adaptation and Mitigation Partnership) program to be a local public agency beneficiary for a 2020-21 CivicSpark Project Fellow.

Sierra CAMP is a cross-sector partnership working to promote climate adaptation and mitigation strategies across the Sierra Nevada region.

The Fellow will be supervised day-to-day by SBC Climate Analyst, Simone Cordery-Cotter.

The 2020-21 CivicSpark Project Fellow will be working with Sierra CAMP to research and prepare a Sierra Nevada-wide Vulnerability Assessment (Project) in which economic, social, and environmental impacts of climate change on Sierra communities will be examined.

As CivicSpark is geared toward supporting local public agencies, the idea is that the Project's research and findings will support Plumas County's Senate Bill 379 vulnerability assessment and climate adaptation strategies planning work. Senate Bill B 379 requires Plumas County to integrate climate adaptation into the General Plan Public Health & Safety Element by January 1, 2022.

There is no financial commitment for Plumas County other than in-kind staff time which is estimated at 3-4 meetings at 2-3 hours per meeting during the 11 month service period (September 2020 – July 2021).

Staff recommends Plumas County submit the Pre-Service Capacity Assessment and be identified as a public agency beneficiary for the SBC 2020-21 CivicSpark Project.

**ATTACHMENT:**

1. CivicSpark 2020-21 Pre-Service Capacity Assessment

# CivicSpark 2020-21 Pre-Service Capacity Assessment

We are asking you to complete this assessment because you have been listed as one of the local public agency beneficiaries for a 2020-21 CivicSpark Project. As a Governor's Initiative AmeriCorps program, CivicSpark has specific performance measures and goals. Having local agencies complete this assessment is part of that performance measure.

This assessment is intended to give the CivicSpark Fellow working on this project a better understanding of how the programs and projects they are supporting might build your agency's capacities in various ways, including what capacity building goals you have for the Fellow's service, your capacity to implement projects over time, and the factors that influence progress. The Fellows need your responses to best learn about how to support your agency in their service work.

Some questions are subjective and may reflect your opinions. We are interested in knowing about your specific capacity goals, your frank and candid assessment of where your community and/or agency stands with respect to the issues this project seeks to address, and ask that you answer each question genuinely and to the best of your ability at this point in time (without regard to any desired outcome or anticipation of impacts to come).

This assessment should take approximately 20 minutes to complete. All individual responses will be kept strictly confidential and will not be shared outside of the Local Government Commission. Responses will be reported so that no individual can be identified, and only aggregate results will be shared.

As the assessment has required answers, and sections appear on a series of pages, you can't preview all the questions without entering information on each page. If you want to preview all the questions please [download a copy here](#). Please do not submit your responses offline in pdf form, rather return here to submit online.

You are able to save your progress and return later to complete your response. You will need to create an account to do this (see bottom of this page). *If you have created a saved form previously for a different survey (e.g. for a different year or subject), each save account is unique to each form, so you will need to create a new account here.*

Thank you in advance for your participation. We look forward to your responses. We will require a similar assessment at the completion of the CivicSpark project to learn about progress on your goals and any changes in your agency's capacity.

If you have any questions or would like assistance, please contact Kif Scheuer at [kscheuer@lgc.org](mailto:kscheuer@lgc.org).

**Save & Return**

Create an account if you want to save progress and return later.

Log in

## Local Public Agency Information

In order to confirm that your agency has a capacity need related to specific environmental or social equity resiliency issues (e.g. climate change, affordable housing) we need you to provide some information. We use this information to match your response to a specific project in our system to track the support provided by CivicSpark Fellows.

This section asks you to identify a specific project that CivicSpark will support and indicate the environmental or social equity issue in your community that this project will address.

We will ask you to refer back to the project and/or issue when answering other questions later in the assessment.

First Name \*

Last Name \*

Email Address \*

ID Number (if known)

*May have been given to you with survey instructions.*

What is the name of your agency?

*This name may be the department or project name given to you for this survey. \**

Which of the following best describes your agency? \*

- City, Town, etc.
- County
- COG, CAG, MPO, etc.
- Special District
- JPA
- Other (please specify)

What department do you work in? \*

- City / County Manager
- Planning
- Public Works
- Parks and Recreation
- Environmental Services
- Other (please specify)

In general, about what percentage of your time at work is spent on the specific resiliency area this project is focused on (e.g. climate, water, housing, etc.)? \*

How much experience do you have working in the specific area of this project (e.g. climate, water, housing, etc.)? \*

- None
- A little
- Some
- A lot

Please provide a short descriptive name of the capacity-building project CivicSpark is assisting with (may have been provided to you in advance). \*

What is the primary environmental or social equity problem or issue in your community will your project address? \*

- Climate Change
- Water Resources
- Affordable Housing
- Mobility (alternative or multimodal transportation)
- Connectivity (digital infrastructure)
- Other (please specify)

## Capacity Building Goals

Next, we would like to hear about your specific capacity building goals for the project. For each question below, please describe the capacity building goals you would like to see accomplished within the next year.

Broadly, "capacity building" means creating lasting institutional change and enhancing the capacity of the public agency to achieve its goals by increasing the knowledge base, building program resources or plans, or creating or strengthening key relationships.

When describing these goals, please identify clear and achievable goals as opposed to broader, longer-term, or larger goals you might have in mind.

While there is no one way to define these goals, ideally, your answers should be brief but meaningful (e.g. 5-7 sentences, or 3-5 bullets). A single sentence may be too short to provide direction for the CivicSpark Fellow, whereas a lengthy paragraph may be overly detailed and specific.

**Agency Understanding Goals:** What specific technical knowledge or resource understanding capacities do you hope your agency can enhance with this project?

*(example: agency staff have deeper understanding of community needs or challenges; Key staff receive technical training and knowledge; agency staff engaged in organizational equity assessment).*

\*



**Program Development Goals:** What are specific resiliency program and/or service goals you hope to accomplish within the next twelve months (or the duration of your CivicSpark project if it is less)?

*(examples: complete a greenhouse gas inventory; Implement a new housing program; develop a water conversation ordinance, prepare a Complete Streets plan, etc.).*

\*

--	--	--	--

**Stakeholder Engagement Goals:** At the end of this project, how might you like to engage with and transfer lessons learned or outcomes back to other staff and/or stakeholders - including frontline and/or vulnerable community members?

*(examples: foster lasting relationships with stakeholders through community engagement programs, provide clear understanding of project results to elected officials and community members, development of a plan of action, identification of key stakeholders to be engaged in sustained project work).*

\*

--	--	--	--

▲ 3 / 4 ▼

## Agency Capacities

This section of the survey explores more specific capacities and understanding with respect to the project you are proposing to work on this coming year.

Please indicate your personal level of understanding of each of the following topics with respect to the project whose goals you previously described.\*

	No understanding	Very little understanding	Some understanding	Full understanding
How this issue affects your community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
What your agency can do to address this issue at the community level (e.g. through policies, ordinances, etc.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Where work is most needed to address this issue in your community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Who in your community is most negatively affected by this issue	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The steps your agency can take in the near future to address this issue	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The steps your agency should take in the long term to maintain services that address this issue (e.g. through tools, financing, training, etc.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The ways this issue impacts frontline and/or vulnerable populations (e.g. low-income communities, communities of color, immigrant, seniors, disabled, etc.) in your community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please indicate the level to which you agree or disagree with each of the following statements with respect to the project whose goals you previously described. \*

	Strongly disagree	Disagree	Neither agree nor disagree	Agree	Strongly agree
Our staff has the technical knowledge and training needed to effectively address this issue in our community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Our agency has sufficient staff allocated to respond appropriately to this issue	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Our agency has well-defined mechanisms for tracking burdens and/or impacts related to this issue	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Our community has a defined vision, plan, or policies related to the issue this project is addressing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
We have all the funding we need to	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

address this issue for our community

We have the capacity to educate and engage elected officials on this issue

We have the capacity to ensure leaders across departments are aware of and responsive to this issue

We have the capacity/expertise to generate community awareness of and engagement in this issue to support our project

We are aware of current policies related to this issue, and know how these policies will affect our work on the project

We are familiar with all the issue-specific resources (such as guides, reports, strategies, associations, and organizations) we need to efficiently plan and implement our work

Our agency has the capacity to support frontline and/or vulnerable populations (such as low income communities, communities of color, immigrants, seniors, disabled,) with this project

Please indicate the degree to which your various stakeholders are supportive of the project and goals you previously described.\*

	No support	Very little support	Some support	A lot of support	Complete support
Elected officials	<input type="radio"/>				
City Manager / County Executive Officer (or Leading Director)	<input type="radio"/>				
Department heads	<input type="radio"/>				
Community members including frontline and/or vulnerable populations	<input type="radio"/>				
Local businesses	<input type="radio"/>				

The following eligibility questions ask whether your local public agency meets certain criteria (e.g. CalEnviroScreen, Unemployment, etc.), or whether there is lack of an up to date plan, or whether specific goals will not be met without assistance.

If you did not already provide this in the application or don't know, please respond to the questions in the next section with respect to the community the agency named above serves and/or for the agency itself. Answering "yes" to this next question will take you to the end of the survey.

Note that in the following sections, answering "yes" indicates that you meet the eligibility criteria, (ie. have a need for capacity), and are therefore eligible to receive CivicSpark support.

**Have you already provided eligibility information for this local public agency during the application process?\***

- Yes
- No
- I don't know

▲ 5 / 6 ▼

**Does the community the local public agency serves meet ANY of the following \* conditions?\***

- Contains any census tracts that are > 33 on CalEnviroScreen
- Scores > 50 on the Distressed Community Index
- Community-wide unemployment is above the current state average
- Regional Opportunity Index (People or Place) is below state average
- None of the above
- Unknown

▲ 6 / 7 ▼

**Does your local agency NEED to adopt a comprehensive and up-to-date strategy (plan, element or other) to fully address the resiliency issue you are seeking to address?\***

- Yes - the local agency needs to adopt a strategy
- Yes - the local agency needs to update the strategy
- No - the strategy is adopted and up-to-date
- Unknown

▲ 7 / 8 ▼

**If your local agency has an adopted and up-to-date strategy, does the agency NEED additional funding, programs, policies, or plans to fully implement the strategy?\***

- Yes - the local agency needs additional resources to implement the strategy
- No - the agency does not need additional resources to implement the strategy

Unknown

▲ 8 / 9 ▼

Please describe the resilience strategy need (e.g., what specific strategy does the agency lack or need to update; or what resources are needed in order to implement the strategy). Please briefly describe the current status of this strategy, and provide a link to the relevant plan (if applicable). \*

▲ 9 / 10 ▼

Does your local agency have specific agency-defined goals for this resiliency issue that they are NOT ABLE TO ACHIEVE without assistance (e.g., adopted by governing board or included in an approved plan, but not allocated sufficient resources)? \*

- Yes – there are defined goals that the local agency is not yet able to achieve
- No – there are not defined goals that the local agency is not yet able to achieve
- Unknown

▲ 10 / 11 ▼

Please provide documentation of at least 1 specific local agency program, policy, or planning goal that your community or agency has committed to, but has not been met or cannot be met without resource- or system-development assistance. Note that the identified program, policy or goal should have defined targets for success rates, quality of outcomes, resource deployment, services provided, or people reached. \*

Close