



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING OF May 24, 2022 TO BE HELD AT 10:00 A.M.

IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

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.

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to 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](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

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. **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion
DIXIE FIRE COLLABORATIVE
Report, update and discussion on Dixie Fire Collaborative efforts

2. **CONSENT AGENDA**

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

- A. **BEHAVIORAL HEALTH**
Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County Behavioral Health and the Plumas County Office of Education; for grant funding, for mental health services for school age tele-health; not to exceed \$1,749,800.00; agreement term from May 10, 2022 through June 30, 2026; approved as to form by County Counsel. [View Item](#)
- B. **CLERK RECORDER - ELECTIONS**
 - 1) Approve the Certification of the Peninsula Fire Protection District Tax Election held on May 3, 2022. [View Item](#)
 - 2) Approve and authorize the Chair to sign Agreement between Plumas County Clerk Recorder and ProVote Solutions for certified ballot printing services; approve and appoint the County Election Official as agent to conduct all negotiations, submit and execute all related documents as County Representative; not to exceed \$100,000.00; approved as to form by County Counsel. [View Item](#)
- C. **ENVIRONMENTAL HEALTH**
 - 1) Approve and authorize the Chair to sign Agreement between Plumas County Environmental Health and Accela, for continued use of Envision Software; three year term not to exceed \$30,480.73; approved as to form by County Counsel. [View Item](#)
 - 2) Adopt **RESOLUTION** authorizing annual submittal of the solid waste Local Enforcement Agency (LEA) Grant for FY 2022-2023 and authorize the Director of Environmental Health to sign various assurances as the Board of Supervisors designee; approved as to form by County Counsel. [View Item](#)
- D. **FACILITY SERVICES**
Approve and authorize the Director for Facility Services and Airports to waive the Chester Memorial Hall rental fee for the Chester Elementary School's 6th grade graduation celebration; event to be held on June 9, 2022. [View Item](#)
- E. **PUBLIC HEALTH**
 - 1) Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Less Hall, to provide various services related to the Medi-Cal Administrative Activities Program; not to exceed \$75,000.00; approved as to form by County Counsel. [View Item](#)
 - 2) Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Fiscal Experts, Inc., to provide Time Study Buddy software for the Medi-Cal Administrative Program; not to exceed \$18,000.00; approved as to form with County Counsel. [View Item](#)
 - 3) Approve and authorize the Chair to sign Agreement Modification between Plumas County Public Health and Nor-Cal EMS to extend the term through June 30, 2023; there is no fiscal impact to the General Fund; approved as to form by County Counsel. [View Item](#)

- 4) Approve and authorize the Chair to sign Agreement between Plumas County Public Health and Mark Satterfield M.D., to perform the duties of a County Officer/ Medical Director for the Public Health Agency; not to exceed \$90,000.00; approved as to form by County Counsel. [View Item](#)
- 5) Approve and authorize the Chair to ratify and sign the following Service Agreements related to the Ryan White Part B and Part C Programs for Fiscal Year 2022-2023; approved as to form by County Counsel: [View Item](#)
 - a) Great Northern Services; to provide medical case management services to persons with HIV in Siskiyou County; not to exceed \$61,119.00
 - b) Great Northern Services; to serve as patient coordinator for the Mountain Counties EIS Program in Siskiyou County; not to exceed \$25,750.00
 - c) Redding Critical Care Medical Group; to serve as HIV specialty consultant/ provider for the Mountain Counties EIS Program in Siskiyou County; not to exceed \$7,200.00
 - d) Michael Stasz, D.O., P.A.; to serve as medical provider for the Mountain Counties EIS Program in Siskiyou County not to exceed \$22,500.00

3. **DEPARTMENTAL MATTERS**

A. **COUNTY COUNSEL** – Gretchen Stuhr

- 1) Review and Adopt Plumas County Financial Policy; discussion, direction, and possible action
- 2) Adopt Revised Plumas County Purchasing Policy; discussion, and possible action

B. **FACILITY SERVICES** – JD Moore

- 1) Authorize the Director of Facility Services and Airports, to recruit and fill, funded and allocated, 1.0 FTE Maintenance Technician position; vacancy due to promotion; discussion and possible action. [View Item](#)
- 2) Approve and authorize Facility Services to donate two pool cars that are beyond a reasonable cost to repair, to the Quincy Fire Protection District for vehicle extraction training; discussion and possible action. [View Item](#)

C. **HUMAN RESOURCES** – Nancy Selvage

- 1) Adopt **RESOLUTION** updating Job Classification Wages for District Attorney, Deputy District Attorney I, II, III, and Assistant District Attorney Department #70301 & Deputy County Counsel I, II, III, and Assistant County Counsel Department #20080; discussion and possible action. **Roll call vote** [View Item](#)
- 2) Introduce and Waive the first reading of **ORDINANCE**, amending Article 2 of Chapter 5 of Title 2 of Plumas County Code, section 2-5.204; District Attorney/ Public Guardian (Salaries: Elected Official); discussion and possible action. **Roll call vote** [View Item](#)
- 3) Adopt **RESOLUTION** updating base wages for Plumas County Department Heads, effective after the first full pay period following adoption by the Plumas County Board of Supervisors; discussion and possible action. **Roll call vote** [View Item](#)

D. **PLANNING DEPARTMENT** – Tracey Ferguson

Approve and authorize the Chair to sign Plumas County letter in response to the Second 15-day notice Published on May 10, 2022 for comment period of rulemaking file and modified text to proposed "State Minimum Fire Safe Regulations, 2021"; discussion and possible action. [View Item](#)

E. **PUBLIC HEALTH** – Dr. Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill, funded and allocated; 1.0 FTE Health Education Series; discussion and possible action. [View Item](#)
- 2) Approve supplemental budget increase of \$40,766.00 to the Senior Services Budget unit 20830 for receipt of unanticipated revenue related to the California Department of Housing and Community Development Block Grant; discussion and possible action. **Four/ fifths roll call vote** [View Item](#)

F. **PUBLIC WORKS – ROAD** – John Mannle

- 1) Authorize the Public Works Road Department to recruit and fill, funded and allocated; 1.0 FTE PW Lead Worker position in the Equipment shop located in Quincy Maintenance District; discussion and possible action. [View Item](#)
- 2) Authorize the Public Works Road Department to recruit and fill, funded and allocated; 1.0 FTE PW Road Maintenance Worker II position located in the LaPorte Maintenance District; discussion and possible action. [View Item](#)

G. **SOCIAL SERVICES** – Neal Caiazzo

- 1) Authorize the Director of Social Services to recruit and fill, funded and allocated; 1.0 FTE Office Assistant position; vacancy as of May 2, 2022; discussion and possible action. [View Item](#)
- 2) Authorize the Director of Social Services to recruit and fill, funded and allocated; 1.0 FTE Employment and Training Worker I/ II/ III; vacancy due to promotion; discussion and possible action. [View Item](#)

4. BOARD OF SUPERVISORS

- A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on June 21, 2022 [View Item](#)
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, June 14, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

Item 2A

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

DATE: May 24, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa, Interim Behavioral Health Director 

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$1,749,800.00 Memorandum of Understanding between Plumas County Office of Education and Behavioral Health.

BACKGROUND AND DISCUSSION:

1. The intent of this \$1,749,800.00 Memorandum of Understanding is to document the areas of responsibility between PCBH and PCOE. Funding under this grant program, Mental Health Services Oversight and Accountability Commission Agreement Number 21MHSOA056, will enable Behavioral Health to enhance county partnerships with school-based programs. Said partnership will be allowed to expand access to mental health services for children and youth, including campus-based mental health services and should facilitate linkages and access to ongoing sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. Copy of Grant Program Agreement on file with the Board of Supervisors Clerk's Office.

This Memorandum of Understanding 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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT
AND
PLUMAS COUNTY OFFICE OF EDUCATION**

This memorandum of understanding (hereinafter MOU) is entered into on, May 17, 2022, between the Plumas County Behavioral Health (hereinafter referred to as PCBH) and the Plumas County Office of Education (hereinafter referred to as PCOE.) PCBH and PCOE shall collectively be referred to as "Parties."

The Parties Agree as follows:

- 1. RESPONSIBILITIES OF PCBH:** During the term of this agreement, PCBH shall:
 - 1.1. Provide funding up to one million seven hundred forty-nine thousand (\$1,749,800.00) for the PCOE to perform services outlined in the Mental Health Student Services Act (MHSSA) agreement (21MHSOAC056) with the Mental Health Services Oversight and Accountability Commission (MHSOAC).
 - 1.2. Contract with a telehealth provider to provide services outlined in the MHSSA agreement.
 - 1.3. Report to MHSOAC on a quarterly basis total program expenditures (aggregate) in accordance with reporting dates indicated in the agreement with MHSOAC.
- 2. RESPONSIBILITIES OF PCOE:** During the term of this agreement, PCOE shall:
 - 2.1. Purchase telehealth equipment necessary to deliver the array of services detailed in the agreement with MHSOAC.
 - 2.2. Recruit and hire a PCOE employee to coordinate the delivery of services outlined in the agreement.
 - 2.3. Provide quarterly data reports as outlined in the agreement.
 - 2.4. Invoice PCBH for services rendered by PCOE employee for the coordination of services.
 - 2.5. Attend monthly and quarterly meetings with MHSOAC staff.
- 3. COMPENSATION**
 - 3.1. The maximum amount payable under this agreement for the term of this MOU shall not exceed \$1,749,800.00
- 4. TERM OF AGREEMENT:** The term of this Agreement commences May 10, 2022 and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment,

services provided by PCOE from May 10, 2022 to the date of approval of this Agreement by the Board of Supervisors

5. TERMINATION OF AGREEMENT: This MOU may be terminated as follows:

5.1 By mutual agreement of PCBH and PCOE upon such terms and conditions as may be agreed upon.

5.2 By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.

6. ENTIRE AGREEMENT: MODIFICATION: This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

7. NON-DISCRIMINATION: Neither party shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

8. CONFIDENTIALITY: PCBH and PCOE are aware of the respective confidentiality laws governing services provided by PCBH and PCOE.

9. NOTICES: Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

Plumas County Office of Education: Lisa Cavin Deputy Superintendent of Business 50 Church Street Quincy, CA 95971	Plumas County Behavioral Health: Tony Hobson, Ph.D. Director of Behavioral Health 270 Hospital Road, Suite 109 Quincy, CA 95971
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10. INTERAGENCY COMMUNICATION: Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

Plumas County Office of Education: Lisa Cavin Deputy Superintendent of Business 50 Church Street Quincy, CA 95971	Plumas County Behavioral Health: Tony Hobson, Ph.D. Director of Behavioral Health 270 Hospital Road, Suite 109 Quincy, CA 95971
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11. DOCUMENT RETENTION AND REPORTING: PCBH and PCOE agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, these records shall be made available to the County, State or Federal government representatives. PCOE shall also provide all information necessary for quarterly reports or other reports required by PCBH, or the Federal government.

12. AVAILABILITY OF FUNDS: All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the PCOE or PCBH, effective with the date funding is discontinued or decreased.

13. CONFLICT OF INTEREST: PCBH or PCOE shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

14. MISCELLANEOUS PROVISIONS: PCBH and PCOE will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. (Title 24, California Administrative Code.) If the amount of this agreement is in excess of \$10,000.00 PCOE is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60). If the amount of this agreement is **in** excess of \$100,000.00, PCOE is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

15. LICENSING OR ACCREDITATION: Where applicable PCOE shall maintain the appropriate license or accreditation through the life of this contract.

16. COMPLIANCE WITH LAWS AND REGULATIONS: All services to be performed by the parties pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the other party immediately.

17. LAW AND VENUE: This Agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of law's provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.

18. AUTHORITY: Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

19. HARASSMENT: Each party shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

IN WITNESS WHEREOF, PCOE and PCBH have executed this agreement on the day and year set forth below.

Plumas County Office of Education	Plumas County Behavioral Health:
By _____ Lisa Cavin Deputy Superintendent of Business	By _____ Tony Hobson, Ph.D. Behavioral Health Director
Dated:	Dated:

Approved by the Plumas County Board of Supervisors:

Plumas County Board of Supervisors

By _____
Kevin Goss, Chair
Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

5/11/2022

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Item 2B1

BOARD AGENDA REQUEST FORM

Department: Clerk-Recorder-Elections

Authorized Signature: Maryn DiMarile
Board Meeting Date: 5/24/2022

Consent Agenda: Yes No

Request for _____ minutes for presentation
(If a specific time is needed, please contact the Clerk of the Board directly.)

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

A. Approve Certification of the May 3, 2022 Peninsula Fire Protection District Special Tax Election.

B. _____

C. _____

Review by Necessary Departments:

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

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

Attached Documents:

Contracts/Agreements:

Three copies? (Y / N)
Signed? (Y N)

Budget Transfers Sheets:

Signed? (Y N)

Other: _____

Publication:

Clerk to publish on _____, Notice attached and e-mailed to Clerk.
 Notice to be published _____ days prior to the hearing. _____ (if a specific newspaper is required, enter name here.)
 Dept. published on _____ (Per Code § ____). Copy of Affidavit Attached.

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

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:
Yes: No: Not Applicable:

If Not Applicable, please state reason why:

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

Certification of Election Results
Peninsula Fire Protection District Measure "A"
May 3, 2022

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the Peninsula Fire Protection District Measure "A" Election held on May 3, 2022 and recorded in the Election records, certify the results as follows:

The results hereto attached and made a part of and the following local results are true and correct:

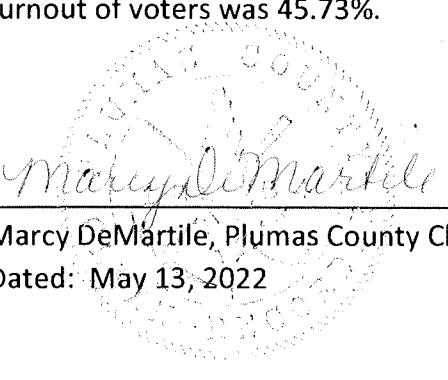
Peninsula Fire Protection District
Measure "A"

Yes 224

No 76

As a result of receiving the required 2/3 vote, this measure did pass.

The Official Final Canvass of votes cast is attached hereto and make a part hereof. The total turnout of voters was 45.73%.



Marcy DeMartile
Dated: May 13, 2022

Peninsula Fire Protection District
Measure "A"
May 3, 2022
OFFICIAL FINAL

Voters Cast: 300 of 656 (45.73%)

Measure A - Peninsula Fire Protection District (Vote for 1)

		Total
Times Cast		300 / 656 45.73%
Candidate	Party	Total
YES		224
NO		76
Total Votes		300
Unresolved Write-In		Total 0

Item 2B2

PLUMAS COUNTY CLERK

Recorder (530) 283-6218
Registrar of Voters (530) 283-6256
Records Management (530) 283-6007



520 Main Street, Room 102, Courthouse
Quincy, CA 95971 * Fax: (530) 283-6155

DATE: May 16, 2022

Marcy DeMartile
Clerk – Recorder
Registrar of Voters
marcydemartile@countyofplumas.com

TO: Honorable Board of Supervisors, County of Plumas

Julie Hagwood
Assistant
juliehagwood@countyofplumas.com

FROM: Marcy DeMartile, Clerk-Recorder / Registrar of Voters

RE: Agenda Item – May 24, 2022 –
ProVote Printing Contract

Marcy

IT IS REQUESTED THAT THE BOARD:

- 1). Approve the contract between the County of Plumas and ProVote Solutions for certified ballot printing services, not to exceed \$100,000, beginning May 31, 2022 through December 31, 2023; and
- 2). Approve and appoint the County Election Official as agent to conduct all negotiations, execute and submit all documents including, and authorize the County Elections Official to sign the Agreement as County Representative with County Counsel approving as to form.

BACKGROUND AND DISCUSSION

There are only a few select printers that are certified by the California Secretary of State to print official ballots and election materials. ProVote Solutions is one of them and they have experience with ballot printing for smaller counties in California.

We have been with ProVote Solutions since 2019 for all of our ballot and election printing services. In that time, we have been happy with the products and service we have received.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Clerk-Recorder Registrar of Voters (hereinafter referred to as "County"), and Pro DocumentSolutions dba ProvotecSolutions, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000). *Excluding Postage.
3. Term. The term of this agreement shall be from May 31, 2022 through December 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 31, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS 

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

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

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

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

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

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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

County:

Clerk-Recorder Registrar of Voters
County of Plumas
520 Main Street, Room 102
Quincy, CA 95971
Attention: Marcy DeMartile

Contractor:

ProvotecSolutions
90 West Poplar Avenue
Porterville, CA. 93257
Attention: Cris Highnote/ V.P. Sales

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. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. **NOTE: Only for contracts in excess of \$10,000.]**

COUNTY INITIALS

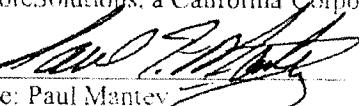
- 5 -

CONTRACTOR INITIALS 

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

CONTRACTOR:

Pro Document Solutions dba
ProvoteSolutions, a California Corporation

By: 
Name: Paul Mantey
Title: President
Date signed: 5/13/2022

By: 
Name: Molly M. Comin
Title: Chief Financial Officer
Date signed: 05-13-2022

COUNTY:

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

By: _____
Name: Marcy DeMartile
Title: Plumas County Clerk-Recorder-
Registrar
Date signed: _____

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date Signed: _____

ATTEST:

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

APPROVED AS TO FORM:

Deputy County Counsel

COUNTY INITIALS

- 6 - CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

To provide comprehensive ballot printing Vote-By-Mail (VBM) ; VBM outgoing and incoming envelopes; mailing services for VBM ballot packets, including addressing/printing envelopes, inserting ballots and voter information guides.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

**PLUMAS COUNTY
BALLOT PRINTING AND MAILING SERVICES
PRICE PROPOSAL June 1, 2022 Thru May 31, 2023**

Administration Charge	\$420.00 /per Election
Process print Files/Plates	\$80.00 /per BT or Precinct

PRINTING

8½ x 11	\$323.00 /M
8½ x 14	\$355.00 /M
8½ x 18	\$393.00 /M

Inserting and Addressing

Database Setup	\$499.00 /per Order
Machine Setup	\$15.00 /per BT or Precinct
Run Charge	
1 Card +Pamphlet	\$399.00 /M

Voter Information Guide Pamphlet

Print Black/Black, 8½ x 11, Fold in Half, 20# Bond or Equivalent

4 Page (2 Part)	\$148.15 /M
6 Page (3 Part)	\$184.25 /M
8 Page (4 Part)	\$219.90 /M
10 Page (5 Part)	\$259.25 /M
12 Page (6 Part)	\$297.30 /M
16 Page (8 Parts)*	\$396.40 /M
24 Page (12 Parts)*	\$594.55 /M
32 Page (16 Parts)	\$792.75 /M

Measure Text Page Setup	\$107.00 /pg
Candidate Page Setup	\$107.00 /pg

COUNTY INITIALS

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CONTRACTOR INITIALS 

Electronic Copy Input

Page Measure / Candidate \$55.00 /ea

Postage for 2022 Estimated

Outgoing Non Profit .108 per piece
BRM Return .65 per piece

Envelopes

Outgoing 6 1/8 X 9 5/8 White 24#

Single Window

14,000 \$198.55/M
28,000 \$139.70/M

Double Window

14,000 \$247.70/M
28,000 \$164.80/M

Return 5 7/8 X 9 Blue 24#

14,000 \$240.70/M
28,000 \$193.70/M

- * Pamphlets over 6 parts must be in increments of 8 pages/4 Parts
- * All freight charges will be pre paid and added to county invoice
- * Postage is due on Mailing date





California Secretary of State
Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information No Change

Entity Name: INTERNATIONAL SECURITY PRODUCTS

Entity (File) Number: C2564917

File Date: 10/28/2021

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GX83184

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Noal S Phillips

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

[Home](#) [About Us](#) [Security and Trust Strategy](#) [Capabilities](#) [Mail Tracking](#)

[Contact Us](#)

Company Structure

Paul Mantey – President

Paul Mantey, president, brings more than three decades of printing management experience and innovative leadership to **ProVoteSolutions**.



A graduate of Cal Poly San Luis Obispo's renowned Graphic Communication program, Paul has found success in all three segments of the printing industry: publishing, packaging and commercial printing.

In his previous role as vice president of operations for Pro, Paul oversaw operations at both the Porterville and Paso Robles

Capella, Kari

From: Capella, Kari
Sent: Monday, May 16, 2022 2:07 PM
To: Fink, Rebecca
Subject: Shales closing check?

Hi Bekki,

I received in the mail today a Chicago check #527033457 for Shales closing for \$90.00.

I have no idea what this is for? There was the 433a that recorded but there was a check from American Eagle Homes for that.

Kari Capella

Lead Deputy Clerk-Recorder
Plumas County
520 Main Street, Room 102
Quincy CA 95971
530-283-6128
Fax: 530-283-6155
karicapella@countyofplumas.com



Under California law, members of the Recorder's Office staff are prohibited from providing legal advice. This prohibition includes offering any guidance as to what processes must be undertaken, how to complete the forms, or determining what forms are required in order to make any change in the title to real property. The Recorder is not a guarantor to title and does not conduct title searches.

Confidentiality Notice: This electronic mail transmission may contain privileged and/or confidential information only for use by the intended recipient(s). Any usage, distribution, copying or disclosure by any other person, other than the intended recipient is strictly prohibited and may be subject to civil action and/or criminal penalties. If you received this transmission in error, please notify the sender by reply email or by telephone and delete the transmission.



Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

Date: May 13, 2022

To: Honorable Board of Supervisors

From: Rob Robinette, Interim Director 

Agenda: Consent Agenda Item for May 24, 2022

Subject: Request Approval for Database Software Agreement

Recommendation:

Request approval for the Board Chair to sign an updated contract with Accela to allow continued use of Envision software. The term for the new contract is 3-years to begin July 1, 2022, and end June 30, 2025 for the total sum of \$30,480.73.

The revised Accela agreement was approved as to form by Plumas County Counsel.

Background and Discussion:

For more than twenty years, Environmental Health has utilized the Envision database software for regulated inventory, compliance tracking, and fiscal management. If approved by the Board, the updated agreement would facilitate the continued use of the database in FY22-23 through the FY24-25.

Contract payments would occur in three (3) annual installments of \$9,861.44, \$10,157.29 and \$10,462.00, respectively for a total 3-year cost of \$30,480.73.

The proposed FY 22-23 Environmental Health budget, if approved as submitted, includes funds to continue the use of the Envision database software during the first year of the 3-year contract.

If you have any questions, please contact me at 283-6593, Thank you.

Attachments: 2022 Envision Software Agreement



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-26612
Valid Through: 5/11/2022
Currency: USD

Renewal Order Form

Address Information

Bill To:

Plumas, CA - County of
520 Main St Suite 205
Quincy, California 95971
United States

Billing Name: Rob Robinette
Billing Phone: 5302836593
Billing Email: quincyenv@countyofplumas.com

Ship To:

Plumas, CA - County of
520 Main St Suite 205
Quincy, California 95971
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
ASP Hosting Flat Fee Per Agency	Year 1	7/1/2022	6/30/2023	12	\$3,956.77	1	\$3,956.77
ASP Hosting Per Inspector License and Support Fee	Year 1	7/1/2022	6/30/2023	12	\$335.27	4	\$1,341.10
EnvisionConnect License and Support Fee	Year 1	7/1/2022	6/30/2023	12	\$1,140.89	4	\$4,563.57
TOTAL:							\$9,861.44

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
ASP Hosting Flat Fee Per Agency	Year 2	7/1/2023	6/30/2024	12	\$4,075.48	1	\$4,075.48
ASP Hosting Per Inspector License and Support Fee	Year 2	7/1/2023	6/30/2024	12	\$345.33	4	\$1,381.33
EnvisionConnect License and Support Fee	Year 2	7/1/2023	6/30/2024	12	\$1,175.12	4	\$4,700.48
TOTAL:							\$10,157.29

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
ASP Hosting Flat Fee Per Agency	Year 3	7/1/2024	6/30/2025	12	\$4,197.74	1	\$4,197.74
ASP Hosting Per Inspector License and Support Fee	Year 3	7/1/2024	6/30/2025	12	\$355.69	4	\$1,422.77

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
EnvisionConnect License and Support Fee	Year 3	7/1/2024	6/30/2025	12	\$1,210.37	4	\$4,841.49
TOTAL:							\$10,462.00

Pricing Summary

Period	Net Total
Year 1	\$ 9,861.44
Year 2	\$ 10,157.29
Year 3	\$ 10,462.00
Total	\$ 30,480.73

Renewal Terms/Information:

General Information	
Governing Agreement(s)	<p>This Order Form will be governed by the applicable terms and conditions of the Accela License Agreement as amended by Addendum A. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of the Addendum shall control. Any additional terms and conditions located at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.</p>

Order Terms	
Order Start Date	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	<p>This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form.</p> <ul style="list-style-type: none"> • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Special Payment Terms	None unless otherwise specified in this location.

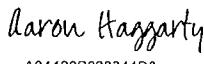
Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures

Accela, Inc.

Plumas County

Signature:

DocuSigned by:

A04499D928344D8...

Print Name:

Aaron Haggarty

Signature:

DocuSigned by:

Kevin Goss

Title:

Chief Legal Officer

Title:

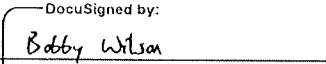
Chair Board of Supervisors

Date:

5/13/2022

Date:

Accela, Inc.:

By: 
Bobby Wilson

Name: Bobby Wilson

Title: Chief Financial Officer

Date Signed: 5/13/2022

ATTEST:

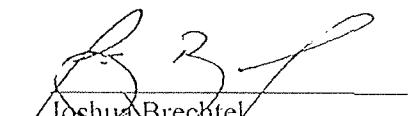
By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date Signed: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

5/13/2022



ACCELA SOFTWARE LICENSE AGREEMENT

This Accela Software License Agreement (the "*Agreement*") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "*Effective Date*") by and between Accela, Inc. and the entity identified in such Order ("*Customer*").

1. DEFINITIONS.

1.1 "**Authorized User**" means one named employee (identified by a unique email address), contractor or agent of Customer for whom Customer has purchased a license to the Software and who is authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement.

1.2 "**Consulting Services**" means packaged or time and materials consulting, review, training or other services (but excluding Software and Support Services) delivered by Accela to Customer pursuant an Order. The current description of the Consulting Services Policy is available at www.accela.com/terms/.

1.3 "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter in conjunction of their use of the Software. Customer Data does not include any component of the Software or material provided by or on behalf of Accela.

1.4 "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for Software.

1.5 "**External Users**" means third party users of the Software that access the public-facing interfaces of the Software to submit queries and requests to facilitate communications between such third party and Customer.

1.6 "**Intellectual Property Rights**" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.7 "**License Period**" means the duration of Customer's authorized use of the Software as designated in the Order, unless terminated earlier as set forth in this Agreement.

1.8 "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.9 "**Software**" means any licensed software and Documentation that Accela uses or makes available as pursuant to an Order.

1.10 "**Support Services**" means those technical and help services provided by Accela in accordance with the respective Software Support Services Policy (On-Prem) located at www.accela.com/terms/.

1.11 "**Support Period**" means the period for which Customer has purchased Support Services, as set forth in the applicable Order Form.



1.12 "*Third Party Software*" means any software supplied to Accela by any party other than Accela included in the Software and may be available without charge for use, modification or distribution.

2. SOFTWARE LICENSE AND PROPRIETARY RIGHTS.

2.1 License Grant. Subject to Customers compliance with the terms and conditions of this Agreement, Accela grants to Customer a limited, nonexclusive, nontransferable, non-sublicensable, revocable right and license to use the Software for internal business purposes only during the License Period and for the quantity of units as designated in the Order to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Software in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer.

2.2 Support Services. During the Support Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels as specified in the Support Services. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Except as otherwise expressly provided in this Agreement, Customer shall not and shall not permit others to: (i) use or access the Software in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Software available for access by third parties except as otherwise expressly provided herein; (iii) use the Software in a way that; (a) violates or infringes upon the rights of a third party; or (b) store or transmit of libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Software (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Software; (vi) access, use or provide access or use to the Software for the purposes of competitive analysis, the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (vii) provide access to the Software to competitors of Accela, (viii) access or use components of the Software not licensed by Customer; (ix) use or allow the use of, the Software by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter, or obscure any trademarks, Documentation ,warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Software; or (xi) access or use the Software in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any



safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage.

2.5 Ownership and Proprietary Rights. Accela retains all Intellectual Property Rights, including all rights, title and license to the Software, Support Services, and Consulting Services, any related work product of the foregoing and all derivative works thereof by whomever produced. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software, Support Services or Consulting Services.

2.6 Customer's Responsibilities. Customer will be solely responsible for: (i) minimum systems requirements as set forth in the Documentation; (ii) for meeting, at a minimum, all industry standard and legal security requirements to prevent unauthorized access to the Software and Customer Data; (iii) Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer); (iv) the accuracy, quality, integrity and legality of Customer Data and External Users use of the Software interface; and (v) use of the Software, Support Services and Consulting Services only in accordance with the applicable Documentation, laws and government regulations.

3. PAYMENT TERMS.

3.1 Purchases Directly from Accela. Customer will be invoiced for those amounts and at prices set forth in an Order (an "*Invoice*"). All invoices are due and payable net thirty (30) days from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full, without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "*Taxes*"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. Where Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. CONFIDENTIALITY. As used herein, "*Confidential Information*" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein and will limit access to Confidential Information to those of its employees, contractors and agents who need



such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. WARRANTIES AND DISCLAIMERS.

5.1 Software Warranty. Accela warrants that during the first ninety (90) days following the delivery of the Software, the Software shall materially perform in accordance with the applicable Documentation. Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Software in question; (b) replace the Software in question with that of substantially similar functionality; or, after making all commercially reasonable attempts to do the foregoing (c) terminate the applicable Software license and refund the fees paid for such Software subject to Customer's ceasing all use of and, if requested by Accela, returning to Accela all copies of the Software. If Accela repairs or replaces the Software, the warranty will continue to run from the original delivery date and not from Customer's receipt of the repair or replacement. The remedies set forth in this Section 5.1 are Customer's sole remedies and Accela's sole liability under the limited warranty set forth in this Section 5. The foregoing does not apply and becomes null and void if Customer breaches any material provision of this Agreement, or if Customer, any Authorized User, or any other person provided access to the Software by Customer or any Authorized User, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by Accela in writing.

5.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing (b) refund the fees paid for the non-compliant Consulting Services.

5.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5.4 Cannabis-Related Activities. If Customer purchases any Software for use with any cannabis related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis-related business or agent thereof. In addition to the foregoing, Accela only retains Software fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Software. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party



provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

6. INDEMNIFICATION. Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Software, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Customer, at Accela's expense, in the defense and/or settlement of such claim and (c) the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Accela Software and Services may be joined, Accela may seek to (a) modify the Accela Software and Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance), (b) replace the applicable Software and Support Services so that it is non-fringing that provides substantially similar functionality and performance, or, if the first two options are not commercially practicable, (c) terminate the remainder of the License Period for the Software, and refund any pre-paid, unused fees. Accela will have no liability under this Section 6 to the extent for any claims arising from: (i) any combination of the Accela Software and Services with products, services, methods of a third party; (ii) a modification of the Accela Software and Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications (iii) any use of the Accela Software and Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Accela Software and Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 6 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

7. LIMITATION OF LIABILITY. EXCEPT AS PROHIBITED BY LAW, ANY LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT AS PROHIBITED BY LAW, ANY LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED



OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. THIRD PARTY SERVICES.

8.1 Third Party Services. Customer may choose to obtain a product or service from a third party that is not directly provided by Accela as a component of the Software ("Third Party Services") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Software (including Accela's service level commitment) when the Software is used in combination with or integrated with Third Party Services.

8.2 Embedded Third Party Software. Third Party Software may be embedded in the Accela proprietary Software that is branded as Accela and sublicensed directly to Customer under this Agreement. Other Third Party Software is provided to Customer subject to a Third Party Software license, which is available from Accela at Customer's request. Customer will have no recourse against Accela with respect to the Third Party Software unless Accela is the stated licensor and then only to the extent expressly provided for in this Agreement. Customer is solely responsible to do whatever is necessary or required by the third party licensor for the licenses and related terms to take effect (e.g. online registration).

9. TERM AND TERMINATION.

9.1 Agreement Term. The term of this Agreement begins on the Effective Date and will remain in effect until all License Periods expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "Term"). This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the "Term" hereunder.

9.2 Termination or Suspension for Cause. A party may terminate this Agreement for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

9.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, (i) all rights granted to Customer under this Agreement shall terminate, (ii) Customer will immediately stop use of the Software and destroy all copies of the Software within Customer's possession and control; and (iii) each receiving party will return or destroy, at the disclosing party's option, the disclosing party's Confidential Information in the receiving party's possession or control.

9.4 Surviving Provisions. Sections 1 (Definitions), 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 5.3 (Disclaimer), 7 (Limitation of Liability), 9.3 (Effect of Termination), 9.4 (Surviving Provisions), and 10 (General Provisions) will survive any termination or expiration of this Agreement.

10. GENERAL.

10.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) three (3) days after sending registered, return receipt requested, post or (iii) one day after sending by



commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement.

10.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

10.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Software, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

10.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

10.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.



ADDENDUM A

Addendum A to Accela Software License and any future supplements/schedules thereto, between County of Plumas, California, as Customer and Accela, Inc., as Vendor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Vendor.

The parties wish to amend the above-referenced Agreement by adding the following:

1. THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638
2. NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated.
3. Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.
4. Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

The parties wish to amend the above-referenced Agreement by restating the following language found in the Terms and Conditions of the Agreement:

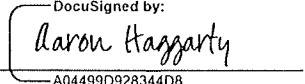
PUBLICITY: Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties including the specific terms of the Agreement.

EMBEDDED THIRD PARTY SOFTWARE. Third Party Software may be embedded in the Accela proprietary Software that is branded as Accela and sublicensed directly to Customer under this Agreement. Other Third Party Software is provided to Customer subject to a Third Party Software license, which is available from Accela at Customer's request. Customer is solely responsible to do whatever is necessary or required by the third party licensor for the licenses and related terms to take effect (e.g. online registration).

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Vendor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.



Accela, Inc.

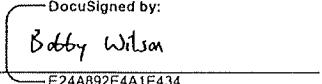
Signature: 
A04499D928344DB...

Print Name: Aaron Haggarty

Title: Chief Legal Officer

Date Signed: 5/13/2022

Accela, Inc.

Signature: 
E24A892E4A1E434...

Print Name: Bobby Wilson

Title: Chief Financial Officer

Date Signed: 5/13/2022

Plumas County

Signature: _____

Print Name: Kevin Goss

Title: Chair Board of Supervisors

Date Signed: _____

ATTEST:

Signature: _____

Print Name: Heidi White

Title: Clerk of the Board of Supervisors

Date Signed: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

5/13/2022



Plumas County Environmental Health

270 County Hospital Rd., Ste 127, Quincy CA 95971
Phone 530-283-6355 ~ FAX 530-283-6241

Date: May 16, 2022

To: Honorable Board of Supervisors

From: Rob Robinette, Environmental Health 

Agenda: Agenda Item for May 24, 2022

Item Description/Recommendation:

Approve a Resolution authorizing annual submittal of the solid waste Local Enforcement Agency (LEA) Grant for FY 2022-2023 and authorize the Director of Environmental Health to sign various assurances as the Board's designee.

Background Information:

As the Board is aware, Environmental Health is the designated Local Enforcement Agency (LEA) for the county's solid waste program, providing solid waste facilities permit and inspection services. To help off-set costs for this state-mandated local enforcement program, the California Department of Resources, Recycling and Recovery (CalRecycle) provides grant funds to local jurisdictions. It is time to submit the Plumas County application for FY 2022-23 funding. It is anticipated that approximately \$17,000 will be available to Plumas County next fiscal year.

At this time, the Board is asked to approve a Resolution authorizing submittal of an application to CalRecycle for the Local Enforcement Agency Grant for FY 2022-2023 and authorize the Environmental Health Director to sign various assurances as the Board's designee. A copy of the Resolution, approved form by County Counsel, is attached. If you have any questions, please contact me at 283-6355.

Thank you.

enclosure

Resolution Number _____

**CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY
LOCAL ENFORCEMENT AGENCY GRANT PROGRAM**

**RESOLUTION AUTHORIZING
LOCAL ENFORCEMENT AGENCY GRANT APPLICATION**

WHEREAS, Public Resources Code Sections 40000 et seq. authorizes the California Department of Resources, Recycling and Recovery (CalRecycle) to administer grant funds to support the Local Solid Waste Enforcement program; and

WHEREAS, Environmental Health is the state-certified Local Enforcement Agency for solid waste in Plumas County; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants,

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors authorizes the submittal of an application to the California Department of Resources, Recycling and Recovery for a Local Enforcement Agency Grant for Fiscal Year 2022/2023. The Environmental Health Director is hereby authorized and empowered by the Plumas County Board of Supervisors to execute all necessary applications, contracts, agreements, and amendments for the purposes of securing grant funds and to implement and carry out this program provided, however, that any contract, agreement, or amendment requisitioning goods or services shall remain subject to the Plumas County Purchasing Policy.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on May 24, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

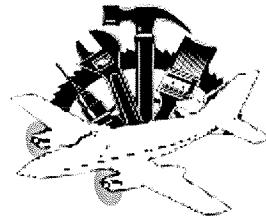


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: **May 24, 2022**

TO: Honorable Board of Supervisors
FROM: JD Moore – Facility Services Director
SUBJECT: Approve and authorize the Director of Facility Services & Airports to waive the rental fee at the Chester Memorial Hall, for Chester Elementary School's 6th grade graduation celebration.

Recommendation

Approve and authorize the Director of Facility Services & Airports to waive the rental fee at the Chester Memorial Hall, for Chester Elementary School's 6th grade graduation celebration.

Background and Discussion

Tanya Miller, on behalf of the parents of the Chester Elementary School 6th grade class, has respectfully requested to waive the rental fee for use of the Chester Memorial Hall on June 9, 2022. Plumas Unified School District no longer pays for, or provides a 6th grade graduation celebration following the ceremony. The parents of the 6th grade class would like to host a well-deserved graduation celebration for their children.

After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

May 9, 2022

To whom it may concern,

On behalf of the parents of the Chester Elementary School 6th grade class we are asking if you would be willing to donate the Memorial Hall building for our 6th grade graduation party on June 9th.

Unfortunately, this is not a school event as the Plumas Unified School District no longer pays or provides a 6th grade graduation party after the graduation ceremonies. The parents of the class are putting together a well-deserved graduation party and we are hoping that you would be willing to donate the building to us on Thursday, June 9, 2022.

Please let us know if this is possible, we would be so ever grateful if you could.

Sincerely,

Tanya Miller
6th grade parent

**CONSENT****AGENDA REQUEST**

For the May 24, 2022 meeting of the Plumas County Board of Supervisors

May 16, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health



Subject: Approve and direct the Chair to sign a Professional Agreement Number MAA2223HALL with Les Hall in the amount of \$75000.00 to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program, approved as to form by County Counsel.

Background:

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

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

Fiscal Impact:

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

Recommendation:

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

SUBCONTRACT

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

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).
3. Term. The term of this subcontract shall be from July 1, 2022 through June 30, 2023 unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms

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SUBCONTRACTOR INITIALS 

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

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

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS 

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

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

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

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS 

required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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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.

The project representatives during the term of this Agreement will be:

County of Plumas:	Subcontractor:
Diane Goni	Les Hall
Management Analyst II	P. O. Box 146
Plumas Co. Public Health Agency	Meadow Valley, California 95956-
270 County Hospital Road, Suite 206	(530) - 990-0920
Quincy, California 95971-9174	
(530) 283-6339	

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

23. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

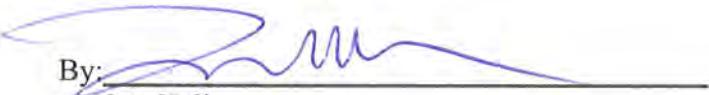
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null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

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

SUBCONTRACTOR: Les Hall, a Sole Proprietor

By: 
Les Hall

Date: 4.28.22

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

By: 
Dana Loomis, Director
Plumas County Public Health Agency

Date: 4/28/22

By: _____
Chair, Plumas County Board of Supervisors

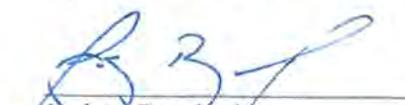
Date: _____

Attest:

By: _____
Clerk, Plumas County Board of Supervisors

Date: _____

Approved as to form:


4/27/2022
Joshua Brechtel
Deputy County Counsel I

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EXHIBIT A – SCOPE OF WORK

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

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

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EXHIBIT B – COMPENSATION**INVOICING AND PAYMENT:**

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

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

B. Invoice(s) Shall:

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

C. Invoice(s) Schedule:

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

D. Amounts Payable:

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

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EXHIBIT C - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and LES HALL, referred to herein as Business Associate (“BA”), dated July 1, 2022.

RECITALS

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

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

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

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

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

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

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

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

2. Obligations of Business Associate

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent

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of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

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

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

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

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the

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disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

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

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such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to

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amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

Execution

COUNTY OF PLUMAS

Name: Dana Loomis

Title: Director, Public Health Agency

Signed: 

Date: 9/28/22

BUSINESS ASSOCIATE

Name: Les Hall

Title: CONTRACTOR

Signed: 

Date: 4-28-22

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CONSENT

AGENDA REQUEST

For the May 24, 2022 meeting of the Plumas County Board of Supervisors

May 16, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health



Subject: Approve and direct the Chair to sign a Professional Agreement Number MAA2223TSB with Fiscal Experts in the amount of \$18000.00 to provide Time Study Buddy software for the Medi-Cal Administrative Program, approved as to form by County Counsel.

Background:

Plumas County Public Health Agency has the fiscal and administrative responsibilities for several different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment, and other county departments, in an effort to work effectively and efficiently with communities. Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county.

Fiscal Impact:

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

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract with Fiscal Experts in the amount of \$18,000.00.

SUBCONTRACT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its PUBLIC HEALTH AGENCY (hereinafter referred to as "County"), and FISCAL EXPERTS, INC., a California Corporation, hereinafter referred to as "Subcontractor".

The parties agree as follows:

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

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

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

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

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

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

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

COUNTY INITIALS

SUBCONTRACTOR INITIALS dg

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

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

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS 

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

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

The project representatives during the term of this Agreement will be:

County of Plumas:

Diane Goni
Plumas Co. Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971-9174
(530) 283-6339

Dan Gardner

Fiscal Experts, Inc

5350 Dunlay Drive, #2716
Sacramento, California 95835-
(805) 748-1460
dan@fiscalexperts.com

Subcontractor:

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

23. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

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.

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SUBCONTRACTOR INITIALS dg

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

SUBCONTRACTOR: Fiscal Experts Inc., a California Corporation

Daniel K. Gardner
Daniel K. Gardner,
Chief Executive Officer, Chief Financial Officer

4/28/2022
Date

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

By: 
Dana Loomis, Director
Plumas County Public Health Agency

Date: 5/05/22

By: _____
Chair, Plumas County Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk, Plumas County Board of Supervisors

Date: _____

Approved as to form:


4/27/2022
Joshua Brechtel
Deputy County Counsel I

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS dg

EXHIBIT A – SCOPE OF WORK

Platform: The **Time Study Buddy™** is a web-based time study “service.” The hardware and software are maintained and hosted by the Vendor. The Customer’s workers will access the Vendor’s Platform using a computer with Internet access and a supported Internet browser. Currently supported browsers include Internet Explorer Versions 8, 9, 10, Firefox, Safari, and Google Chrome. The Vendor will add support for new versions of Internet Explorer when needed.

Billing: The fee is \$25 per quarter per active user, with a minimum charge of \$1,250 per quarter. This fee is all-inclusive. Customers will be billed on the 15th day of the middle month of each quarter. Payment is expected within 30 days.

Customer Responsibilities: In addition to those responsibilities stated elsewhere, the Customer will:

- ✓ Provide one Primary Contact.
- ✓ Add and maintain worker accounts.
- ✓ Train the workers how to use the Time Study Buddy to complete their time studies.
- ✓ Use the Time Study Buddy to prepare reports needed to manage and complete their quarterly claim.
- ✓ Use the Time Study Buddy only for the purpose intended, and limits this use to within their organization.

Primary Contact: The Primary Contact will be responsible for learning the features of the Time Study Buddy and will serve as the first line of support for Customer questions. The Vendor will train and support the Primary Contact on an as-needed basis.

Customer Data: The Customer will be inputting its Data into the Time Study Buddy. The Vendor will maintain the Customer’s Data in a secure environment, keep it confidential, and provide the Customer with access to its Data via downloadable Excel reports.

Vendor Responsibilities: In addition to those responsibilities stated elsewhere, the Vendor will:

- ✓ Assist the Customer with the initial setup.
- ✓ Provide updates to the Time Study Buddy free of charge.
- ✓ Ensure the Time Study Buddy is free of bugs and maintain an uptime of at least 99.9%.
- ✓ Perform scheduled maintenance of its hardware and software outside of normal business hours.
- ✓ Comply with all State and Federal regulations and guidelines.

Security: The Vendor’s servers are co-located in San Luis Obispo with the Digital West Networks Data Center, and comply with PCI Data Security Standards Level 1. The Vendor’s code and data use a 256-bit key Advanced Encryption Standard, and comply with ISO/IEC 18033-3.

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS dy

Backups: The Vendor maintains real-time backups to N+1 redundant servers and hard drives, and daily backups at two off-site locations.

License Agreement: The Vendor uses the “Software as a Service” (SaaS) model in which it uses its Platform (the Time Study Buddy - consisting of hardware and software) to provide a “service” to the Customer via a web-interface. A software license agreement is *not* required because the Customer does *not* have access to the Vendor’s software.

Termination: **The Customer may discontinue using the Time Study Buddy at any time and for any reason without further financial obligation, other than for services already provided.**

 COUNTY INITIALS

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PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



CONSENT

AGENDA REQUEST

For the May 24, 2022 meeting of the Plumas County Board of Supervisors

May 16, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and direct the Chair to sign a contract Modification with Nor-Cal EMS to extend the term through June 30, 2023, approved as to form by County Counsel.

Background:

Plumas County Public Health Agency receives funding each year from the California Department of Health Services, Emergency Preparedness Office to improve local public health department preparedness and ability to respond to bioterrorism and other health emergencies for the Hospital Preparedness Program, to work effectively and efficiently Public Health contracts with providers to extend programs and/or provide services for various programs.

Fiscal Impact:

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

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract Modification with Nor-Cal EMS to extend the term through June 30, 2023.

MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and PLUMAS COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR PLUMAS COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 1, 2021.

This MODIFICATION amends section Article VII, Section 7.1 to extend the term of the agreement through June 30, 2023.

The parties agree that except for the modification contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement reference above remain the same.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature:

COUNTY OF PLUMAS

Signature: _____

Date: _____

Print Name: _____

Kevin Goss, Chair

Board of Supervisors

ATTEST:

Heidi White, Clerk of the Board

Signature: _____

Date: _____

Print Name: _____

NORTHERN CALIFORNIA EMS, INC.

By: Donna Stone _____

Donna Stone, Chief Executive Officer

Date: 4-27-22

Approved as to form:

B31 _____

Joshua Brechtel

Deputy County Counsel I

Date: 5/6/2022



Consent

AGENDA REQUEST

For the May 24, 2022 meeting of the Plumas County Board of Supervisors

May 16, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and direct the Chair to sign a contract with Mark Satterfield M.D. in the amount of \$90,000.00, to perform the duties of a County Health Officer/Medical Director for the Public Health Agency. Approved as to form by County Counsel.



Background:

The Public Health Agency has been utilizing Dr. Mark Satterfield as the County Health Officer/Medical Director for the Public Health Agency for several years. The local Health Officer performs many essential duties for the Agency relating to the development and implementation of various health outreach programs on behalf of the entire Plumas County.

The attached consultant services agreement has been reviewed and approved as to form by County Counsel.

Fiscal Impact:

There is no fiscal impact to the General Fund as this contract is fully funded through various programs in Public Health.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract with Smile Business Products in the amount of \$90,000.00.

**CONSULTANT SERVICES AGREEMENT
FOR
MARK SATTERFIELD, M.D.**

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Mark Satterfield M.D., a Sole Proprietor, hereinafter referred to as "Consultant".

The parties agree as follows:

1. Scope of Work. Consultant shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Consultant for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Consultant under this Agreement shall not exceed Ninety Thousand Dollars and No/100 (\$90,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Consultant or furnish any other consideration under this Agreement and Consultant 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 Consultant 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. Consultant 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. Consultant shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Consultant agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Consultant 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 Consultant or its officers, employees, agents, Consultants, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Consultant 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. Consultant agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Consultant, as the named insured, shall also be available and applicable to the County, as the additional insured; and

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

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

If requested by County in writing, Consultant 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. Consultant shall require all Consultants to comply with all indemnification and insurance requirements of this agreement and Consultant shall verify Consultant's compliance.

10. Licenses and Permits. Consultant 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 Consultant to practice its profession and to perform its duties and obligations under this Agreement. Consultant represents and warrants to County that Consultant 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 Consultant or its principals to practice its professions and to perform its duties and obligations under this Agreement.

Consultant represents that it holds a current active license as a Physician and Surgeon, issued by the State of California, License Number G62328.

11. Relationship of Parties. It is understood that Consultant is not acting hereunder as an employee of the County, but solely as an independent Consultant. Consultant, 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, Consultant has no authority or

responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Statement of Occupation. Contractor represents and warrants that Contractor is engaged in a profession described by California Labor Code section 2783 as a physician. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Consultant may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Consultant agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Consultant 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 Consultant.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

IF TO CONSULTANT:

Mark Satterfield, MD
5353 Chandler Road
Quincy, California 95971
(530) 283-2121

IF TO COUNTY:

County of Plumas
Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. 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 Consultant agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

EXHIBIT A - SCOPE OF WORK

Physician agrees to perform, in an efficient and professional manner, all duties and services of a County Health Officer/Medical Director including but not limited to the following:

1. Represent Plumas County Local Health Jurisdiction as an active member of California Conference of Local Health Officers Association.
2. Act as Health Officer on a consulting basis to PCPHA, providing medical oversight, recommendations, and protocols for public health programs.
3. Act as Health Officer on a consulting basis to local health care providers, and other physicians of agencies in or out of County, as necessary to meet the standards of Federal, State, and local laws.
4. Enforce and observe all laws pertaining to public and environmental health as promulgated by the County, state or federal government.
5. Direct the detection and control of communicable diseases, sexually transmitted diseases and tuberculosis; consult with physicians, nurses, patients, staff members, other county departments, agencies, or other individuals in the diagnosis of, and investigation of, cases of suspected communicable diseases and to exchange information or provide recommendations; takes measures to prevent and control epidemics.
6. Be available by pager, electronic mail, or telephone when not on site to respond to requests for information and assistance.
7. Act as employee health physician, performs physical examinations and medical evaluations in compliance with all appropriate and pertaining laws.
8. Perform other duties as mutually agreed upon by the Director of Plumas County Public Health Agency, or defined in Health & Welfare Code, Public Health Emergency Preparedness Plan or related County Codes.
9. Assessing, and implementing health officer orders authorized under declared public health emergencies.
10. Providing medical oversight and direction to regional healthcare organizations and providers during pandemics and other public health emergencies.
11. Liaise with community partners and provide guidance for safe operation during emergencies
12. Review infectious disease cases and clusters and provide guidance to internal and external response partners.
13. Represent PCPHA Health Officer perspective during emergencies to state and local officials

The local Health Officer will conduct activities, such as outreach, case finding, and provider education in regards to the local MCAH program and its utilization for their patient's thus increasing access to services for our vulnerable population.

Implementation Activities

1.1 The local Health Officer will provide information on MCAH services and referrals to the MCAH population through:

- Activities that facilitate early and continuous access to medical care and services, such as, outreach, case finding, and provider education
- Education to providers and partners on identification of local high risk populations and prioritization of these populations for outreach and referral services for medical care

Evaluation Process or Outcomes

1.1.1 Document outreach and education provided to the medical community as well as other service providers for our vulnerable populations.

1.2 The Health Officer will continue to promote community wide collaboration in the development and implementation of outreach programs and will work to assure that services are provided in a culturally sensitive manner with no duplication of services.

Evaluation Process or Outcomes

1.2.1 Complete and submit Form 4, MCAH Related Collaborative, with the Annual Report to document participation of MCAH staff in MCAH-related collaborative.

Act as the medical director of the Mountain Counties HIV Early Intervention Services program. The Medical Director reports to the EIS Project Director and provides expert medical oversight and program development to the EIS Program.

JOB DUTIES AND RESPONSIBILITIES:

1. Responsible for the overall quality of medical care being provided to PCPHA EIS patients. Including providing consultation to the CQI/Program Coordinator and the Patient Coordinators as part of the EIS multidisciplinary team, providing medical direction and leadership for the EIS program.
2. Works with the Project Director to develop HIV providers' education plan and requirements.
3. Oversees Continuous Quality Improvement to assure that care meets current standards and that deficiencies are identified and addressed.

KNOWLEDGE AND ABILITIES:

1. Considerable knowledge of the principles and methods of HIV/AIDS medical care and general medicine.
2. Knowledge of current developments in the field of HIV primary care and community HIV care resources.
3. Knowledge of health services organization and procedures.
4. Graduation from an approved medical school, supplemented by the satisfactory completion of an approved residency and possession of a valid license to practice medicine in the State of California.

EXHIBIT B – COMPENSATION**Invoicing and Payment:**

1. PCPHA shall pay Consultant the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per month as the exclusive compensation under this agreement beginning July 1, 2022 and ending June 30, 2023. Contract shall not exceed Ninety Thousand Dollars (\$90,000.00).
2. All travel will be pre-approved by the Director of Public Health and will be reimbursed with original receipts and/or per diem.

Certificates of Insurance:

1. County shall pay for and maintain professional malpractice insurance from CSAC Excess Insurance Authority covering the Physician, **but only with respect to work performed for the County under this Agreement and any extension or continuation of the Agreement.**
2. Physician shall carry at his sole expense, personal automobile liability insurance consistent with the insurance requirements listed in this Agreement (Item 9.0 Insurance).

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), MARK SATTERFIELD M.D., an Individual, referred to herein as Business Associate (“BA”), dated July 1, 2015.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected

Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

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

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

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

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or Consultants shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Consultants for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received

Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or Consultants, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or Consultants shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested

by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand

and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

Name: Dana Loomis

Title: Director, Public Health Agency

Signature: _____

Date: _____

BUSINESS ASSOCIATE

Mark Satterfield, M.D., an Individual

Name: Mark Satterfield, M.D.

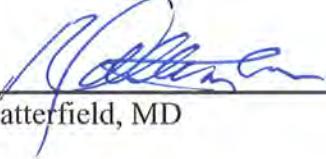
Title: Plumas County Health Officer.

Signature: _____

Date: _____

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

CONSULTANT: Mark Satterfield, a Sole Proprietor

By: 
Mark Satterfield, MD

Date: 5/12/22

COUNTY OF PLUMAS:

By: 
Dana Loomis, Director
Plumas County Public Health Agency

Date: 5/06/22

By: 
Kevin Goss
Chair, Plumas County Board of Supervisors

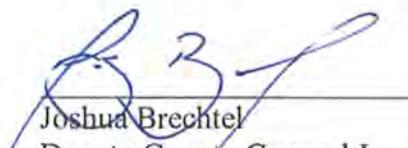
Date: _____

ATTEST:

By: 
Heidi White
Clerk, Plumas County Board of Supervisors

Date: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

Date: 5/6/2022

Item 2E5



PCPHA
PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

CONSENT

AGENDA REQUEST

For the May 24, 2022 meeting of the Plumas County Board of Supervisors

May 16, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and ratify effective April 1, 2022 and direct the Chair to sign the following service agreements related to the Ryan White Part B & PART C Programs for Fiscal Year 2022-2023: Approved as to form by County Counsel.

Great Northern Services	PARTB2223GNS	61,119.00
Great Northern Services	PARTC2223GNS	25,750.00
Redding Critical Care Medical Group	PARTC2223RCCMG	7,200.00
Michael Staszek, D.O., P.A.	PARTC2223STASZEL	22,500.00

Background:

Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs for Plumas, Sierra, Lassen, Modoc, and Siskiyou Counties. Plumas County Public Health Agency will continue to serve our five-county region for the Ryan White Programs.

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 within the five (5) county regions of Modoc, Lassen, Plumas, Siskiyou, and Sierra counties. 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 productivity of those living with AIDS and reduce or avoid future HIV/AIDS health care costs.

Fiscal Impact:

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

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign the contracts with Great Northern Services for both PARTB and PARTC, Redding Critical Care Medical Group, and Michael Staszek.

SUBCONTRACTOR

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its PUBLIC HEALTH AGENCY (hereinafter referred to as "County"), and GREAT NORTHERN SERVICES, a California Nonprofit Corporation, hereinafter referred to as "SUBCONTRACTOR".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibits B and B-1, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Sixty-One Thousand One Hundred Nineteen Dollars (\$61,119.00).
3. Term. The term of this agreement shall be from April 1, 2022 through March 31, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this

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HJM

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

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

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

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

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

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

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

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SUBCONTRACTOR INITIALS 

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

The project representatives during the term of this Agreement will be:

County of Plumas:

Nicole Reinert, Health Ed. Coordinator
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971-9174
(530) 283-6990
nicolereinert@countyofplumas.com

Subcontractor:

Marie Josee Wells, Chief Executive Officer
Great Northern Services
310 Boles Street
Weed, California 96094
(530) 938-1502

COUNTY INITIALS

SUBCONTRACTOR INITIALS 

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

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A	Scope of Work	3 Pages
Exhibit B	Fee Schedule and Budget	1 Page
Exhibit B-1	Subcontractor Budget	1 Page
Exhibit C	General Terms and Conditions (GTC 610)	4 Pages
Exhibit D	Special Terms and Conditions	39 Pages
Exhibit E	Additional Provisions	2 Pages
Exhibit F	Federal Terms and Conditions	11 Pages
Exhibit G	HIV/AIDS Confidentiality Agreement	2 Pages
Exhibit H	Contractor Certification (CCC-307)	5 Pages
Exhibit I	Information Privacy and Security Requirements	12 Pages
Exhibit J	Darfur Contracting Act Certification	2 Page

[SIGNATURES TO FOLLOW ON NEXT PAGE]

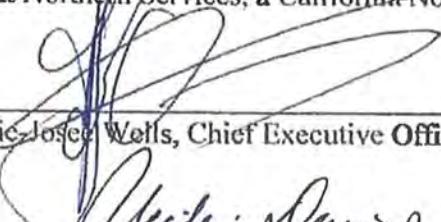
COUNTY INITIALS

SUBCONTRACTOR INITIALS *HCW*

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

SUBCONTRACTOR:

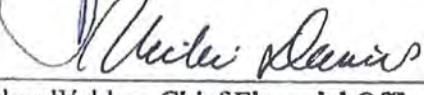
Great Northern Services, a California Nonprofit Corporation



Marie-Josée Wells, Chief Executive Officer

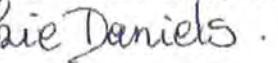
Date

4/26/2022



Heather Weldon, Chief Financial Officer

Date



Vickie Daniels

4/26/2022

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

Approved as to Content:



Dana Loomis, Director
Plumas County Public Health Agency

Date

4/28/22

Chair, Plumas County Board of Supervisors

Date

Clerk, Plumas County Board of Supervisors

Date

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

4/21/2022

COUNTY INITIALS

SUBCONTRACTOR INITIALS

HJM

EXHIBIT A – SCOPE OF WORK

Ryan White Required Services: The subcontractor will provide medical case management services to persons with HIV in Siskiyou County as follows:

- a. Medical case management services. Provides a range a client centered services that link clients with health care, psychosocial and other services; provides coordination and follow-up of medical treatments; ensures timely and coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of the client's and other key family members' needs and personal support systems; includes the provision of treatment adherence counseling to ensure readiness for and adherence to complex HIV/AIDS treatments, regular assessment of service needs, development of a comprehensive service plan, coordination of services required to implement plan, regular client follow-up to assess efficacy of plan, and periodic evaluation and revision of plan; includes regular face-to-face client contact, as well as follow-up telephone and written contact.
- b. Provide one face to face visit with each client at a minimum of every ninety (90) days, ensure that CARE Act funds allocated to Siskiyou County clients are payer of last resort.
- c. Maintain client chart including appropriate update of chart forms and notes and obtaining copies of all pertinent medical records and notes from primary care provider.
- d. Ensure that client grievance procedures are in place and that clients receive a written copy of this procedure every year.
- e. Provide case findings and outreach efforts to at risk populations in Siskiyou County.
- f. Participate in clinical quality improvement related to support and care services in Siskiyou County.
- g. Ensure that medical care and supportive care are at a minimum, consistent with Public Health Service guidelines.
- h. Attendance at MCHAC meetings and report on program, and participation on MCHAC committees, as needed.
- i. Will offer partner services either directly or by referral to each HIV + individual. (See **HIV Partner Services Policy**).

Reporting and Performance Requirements: The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- a. Data input of activities and services in ARIES System on at least a bi-weekly basis.
- b. Provide Quarterly Client Report Form.
- c. Provide Quarterly HOPWA Report Form in coordination with the fiscal agent.
- d. Provide Quarterly Progress and RDR Provider Data Report, as required by the State Office of AIDS.

COUNTY INITIALSSUBCONTRACTOR INITIALS 

EXHIBIT A – SCOPE OF WORK

HIV Partner Services Policy

Policy: HIV Partner Services will be offered to clients in accordance with Management Memorandum #15-06.

Purpose: HIV Partner Services is recognized by the Centers for Disease Control as a valuable intervention to support early identification of HIV and offers opportunities to identify individuals who have fallen out of medical care and link them to care. HIV Partner Services (PS) is a free, confidential service, supporting persons living with HIV in navigating disclosure around their HIV status to past, present or future partners. It includes confidential counseling and a comprehensive discussion with the HIV positive individual about the options for partner notification and provides assistance in notifying sexual and/or needle sharing partners of possible exposure to HIV.

Procedure: Any client who has high risk factors for transmitting HIV should be offered Partner Services. This includes clients who: 1) have a new HIV diagnosis, 2) have a detectable viral load, and 3) have a new STI diagnosis.

After identifying a high-risk individual, the service provider will:

1. Discuss with the client HIV transmission risk factors and counsel on risk reduction strategies.
2. Discuss the need for this individual to notify his or her sexual or needle-sharing partners about their possible exposure to HIV or another STD and offer partner services as a means of assisting the individual with such notifications.
3. If the client agrees to participate in partner services, interview him or her about partners he or she had within a defined period of time. Try to assemble enough information about each partner to ensure that they can be located and notified of their exposure.
4. Attempt to locate partners named in the interview and notify them of their exposure and need for testing. Notification can be done by the service provider or the client. If the client chooses to contact their partner(s), the service provider should be directly involved in the construction of options and the provision of tools and resources to maximize notification.
5. Counsel each partner about their exposure to infection and provide or refer them to testing, medical care, and other prevention or social services.
6. Follow-up with both the client and each partner to ensure they have accessed medical care.

The following principles should be followed when providing partner services:

- Client centered. All steps of the partner services process should be tailored to the behaviors, circumstances, and specific needs of each client.

EXHIBIT A – SCOPE OF WORK

- Confidential. Confidentiality should be maintained and is essential to the success of partner services. Confidentiality also applies to data collected as part of the partner services process. When notifying partners of exposure, the identity of the index patient must never be revealed, and no information about partners should be conveyed back to the index patient.
- Voluntary and non-coercive. Participating in partner services should be voluntary for both infected persons and their partners; they should not be coerced into participation.
- Free. Partner services should be free of charge for infected persons and their partners.
- Accessible and available to all. Partner services should be accessible and available to all infected persons regardless of where they are tested or receive a diagnosis and whether they are tested confidentially or anonymously. Because of the chronic nature of HIV infection, partner services for HIV should not be a one- time event. They should be offered as soon as HIV-infected persons learn their serostatus and should be available throughout their counseling and treatment. HIV-infected persons should have the ability to access partner services whenever needed.

EXHIBIT B - FEE SCHEDULE

Invoicing and Payment:

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

A. Invoice(s) Shall:

- 1) Include backup documentation to support the invoice.
- 2) Bear the Subcontractors name and Agreement Number exactly as shown on the Agreement.
- 3) Identify the expense, billing and/or performance period covered on invoice
- 4) Invoice(s) must be signed by authorized personnel.

B. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1 – June 30 th	July 15 th
Second Quarter	July 1 st – September 30 th	October 15 th
Third Quarter	October 1 st – December 31 st	January 15 th
Fourth Quarter	January 1 – March 31 st	April 15 th

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Sixty-One Thousand One Hundred Nineteen Dollars (\$61,119.00).

EXHIBIT B-1 SUBCONTRACTOR BUDGET

Subcontractor Budget		Part-6 Great Northern Services 4/3/2022 5/31/23 0.00					
		Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
11	Personnel						
12	M. Wells, Ex. Director	Administration	Client Service Administration	85,000	0.030	FTE	2,808
13	V. Daniels, Bookkeeper	Administration	Client Service Administration	85,000	0.030	FTE	2,850
14							-
15							-
16							-
17	Total Personnel						3,658
18							
19	Fringe Benefits						
20	M. Wells, Ex. Director	Administration	Client Service Administration	2,808	0.417	Fringe Rate	1,172
21	V. Daniels, Bookkeeper	Administration	Client Service Administration	850	0.417	Fringe Rate	355
22							-
23							-
24							-
25	Total Fringe Benefits						1,527
26							
51	Contractual						
52	Stan Drucker, LCSW	Core Services	Medical Case Mgt Svcs	1,295	45.000	Hrly Rte	55,685
53	Med. Case Management						-
54							-
55							-
56							-
57							-
58							-
59	Total Stan Drucker, LCSW						55,685
60							
61							
77	Total Contractual						55,685
78							
95	Indirect	Administration	Client Service Administration	8,698	0.068	Indirect	249
96							-
97	Contract Total						61,119
98							

SUBCONTRACT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its PUBLIC HEALTH AGENCY (hereinafter referred to as "County"), and GREAT NORTHERN SERVICES, a California Nonprofit Corporation, hereinafter referred to as "SUBCONTRACTOR".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibits B and B-1, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Twenty-Five Thousand Seven Hundred Fifty Dollars (\$25,750.00).
3. Term. The term of this agreement shall be from April 1, 2022 through March 31, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement ~~unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.~~

COUNTY INITIALS

SUBCONTRACTOR INITIALS 

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

COUNTY INITIALSSUBCONTRACTOR INITIALS 

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

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

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

10. Licenses and Permits. Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. Stanton Mark Drucker, Clinical Social Worker License Number 18562.

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

COUNTY INITIALS

SUBCONTRACTOR INITIALS HJW

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

The project representatives during the term of this Agreement will be:

County of Plumas:

Nicole Reinert, Health Ed. Coordinator
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971-9174
(530) 283-6990
nicolereinert@countyofplumas.com

Subcontractor:

Marie Josee Wells, Chief Executive Officer
Great Northern Services
310 Boles Street
Weed, California 96094
(530) 938-1502

COUNTY INITIALS

SUBCONTRACTOR INITIALS *MJW*

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

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

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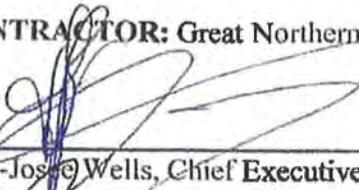
[SIGNATURS TO FOLLOW ON NEXT PAGE]

_____ COUNTY INITIALS

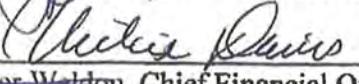
SUBCONTRACTOR INITIALS HOW

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

SUBCONTRACTOR: Great Northern Services, a California Nonprofit Corporation

By: 
Marie-Josée Wells, Chief Executive Officer

Date: 4/26/2022

By: 
Heather Weldon, Chief Financial Officer
Vickie Daniels

Date: 4/26/2022

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

By: 
Dana Loomis, Director
Plumas County Public Health Agency

Date: 4/28/22

By: _____
Chair, Plumas County Board of Supervisors

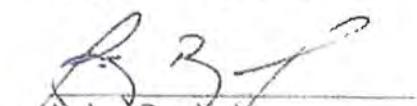
Date: _____

Attest:

By: _____
Clerk, Plumas County Board of Supervisors

Date: _____

Approved as to form:


4/21/2022
Joshua Brechtel
Deputy County Counsel I

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS 

EXHIBIT A - SCOPE OF WORK**Subcontractor Requirements:**

1. Serve as the patient coordinator for the Mountain Counties EIS Program in Siskiyou County, provides patient coordination to 35-45 EIS enrolled patients in coordination with the primary medical provider and the HIV Consultant, as outlined in the HIV Early Intervention Services (EIS) Patient Coordinator Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.
2. Coordinate and facilitate case conference with medical provider and HIV consultant during six HIV clinic days.
3. Provide treatment adherence education, health education and risk reduction education to EIS patients; facilitate and track all health and social service referrals.
4. Provide substance abuse assessments for 20-25 HIV+ patients and refer, as needed, 3-5 patients for ongoing substance abuse counseling services
5. Participate in quarterly Regional Continuous Quality Improvement Committee meetings and in ongoing quality improvement projects.

Current Quality Measurement goals include:

85% of HIV+ women will receive annual PAP screening

85% of all HIV patients will have documented HCV status in chart/ARIES' database

75% of all HIV patients will have Hepatitis B immunity documented in chart/ARIES

75% of all HIV patients using tobacco will receive cessation education & information

75% of all HIV patients will achieve viral load suppression <200 copies

80% of all HIV patients will be retained in care – New patients seen every 4 months, Ongoing patients seen every 6 months.

6. Collect and input required client data for EIS Program, generate data reports, and annual RSR Report.
7. Invoice for services at least quarterly (see subcontractors' budget).

Reporting and Performance Requirements:

The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- A. Generate and submit EIS Program quarterly data reports and annual RSR Report.
- B. Input data into ARIES System.
- C. Invoice for actual services at least quarterly. Funds may only be used to pay for allowable categories of services outlined in Subcontractor's Budget.
- D. Provide PCPHA with a copy of provider's license and proof of liability insurance.

COUNTY INITIALSSUBCONTRACTOR INITIALS 

EXHIBIT A - SCOPE OF WORK**HIV Early Intervention Services Patient Coordinator Job Description:**

Job Summary: This subcontracted position reports to the EIS CQI/Program Coordinator and Project Director and is responsible for intake, service plan development, coordination of HIV clinical services, and advocacy related to the PCPHA Early Intervention Services (EIS) Program.

Job Duties and Responsibilities:

- Counsels and assists the EIS client and significant others about HIV progression, management and transmission, adherence to medication regimens, community resources and benefits.
- Coordinates with EIS team the development of a written service plan for each EIP client.
- Oversees the EIS client's service plan schedule, assisting him/her to follow the recommendations (e.g., referrals, tests, nutritional counseling, substance abuse counseling, special-appointments, etc.).
- Coordinates and facilitates a client case conference to assess the EIS client's progress, quality of care given, and the ongoing need and eligibility for EIS services; uses case conference information to update the service plan.
- Investigates and resolves problems in direct EIS client services and ensures compliance with regulations and standards.
- Works closely with the CQI/Program Coordinator to ensure comprehensive program delivery and quality patient care. Assists in the development of goals and objectives for the quality assurance program.
- Coordinates EIS multidisciplinary team meetings and works with all EIS staff to analyze, monitor and ensure high levels of quality performance and productivity.
- Assures confidentiality of medical records and other client information.
- Attends required meetings and participates in committees as necessary.
- Participates in professional development activities to keep current with health care trends and practices in HIV clinical services management.
- Gathers data and reports monthly and annually for statistical and planning purposes.
- Ensures the coordination of community awareness activities on behalf of EIS Clinical Services.
- Performs related work as required. Attends required meetings and participates in committees as necessary.

COUNTY INITIALSSUBCONTRACTOR INITIALS *HJW*

EXHIBIT A - SCOPE OF WORK**Knowledge and Abilities:**

- Knowledge of current developments in the field of HIV primary care and community HIV care resources.
- Knowledge of the scope of practice for RNs, PHNs, LCSWs or MFTs.
- Knowledge of universal precautions.
- Minimum of 3 years experience in primary care or case management services with HIV/AIDS clients.
- Management or charge nurse education and experience preferred.
- Computer experience preferred.
- Completion of an Accredited California State Approved RN or LCSW program. License current and in good standing.
- Current CPR certification.

EXHIBIT B - FEE SCHEDULE**Invoicing and Payment:**

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

A. Invoice(s) Shall:

- 1) Be prepared on Subcontractor letterhead or signed by authorized personnel.
- 2) Bear the Subcontractors name and Agreement Number.
- 3) Identify the billing and/or performance period covered on invoice.
- 4) Itemize costs; include backup documentation to support the invoice.

B. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1 st – June 30 th	July 15 th
Second Quarter	July 1 st – September 30 th	October 15 th
Third Quarter	October 1 st – December 31 st	January 15 th
Fourth Quarter	January 1 st – March 31 st	March 15th

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.**D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Twenty-Five Thousand Seven Hundred Fifty Dollars (\$25,750.00).

COUNTY INITIALSSUBCONTRACTOR INITIALS HOW

EXHIBIT B-1 SUBCONTRACTOR BUDGET

A	B	C	D	E	F	G	H	I	J
1	Subcontractor Budget								
2	Program	Part-C							
3	Subcontractor	Great Northern Services							
4	Contract Year	April 1, 2022 - March 31, 2023							
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COUNTY INITIALS

SUBCONTRACTOR INITIALS MJW

SUBCONTRACT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its PUBLIC HEALTH AGENCY (hereinafter referred to as "County"), and REDDING CRITICAL CARE MEDICAL GROUP, INC., a California Corporation, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. **Scope of Work.** Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibits B and B-1, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Seven Thousand Two Hundred Dollars (\$7,200.00).
3. **Term.** The term of this agreement shall be from April 1, 2022 through March 31, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2022 to the dated of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this

COUNTY INITIALS

SUBCONTRACTOR INITIALS MM

SCANNED

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

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

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

COUNTY INITIALS

SUBCONTRACTOR INITIALS

SCANNED

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

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

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

10. **Licenses and Permits.** Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. **Relationship of Parties.** It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

— COUNTY INITIALS

SUBCONTRACTOR INITIALS MAB

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

The project representatives during the term of this Agreement will be:

County of Plumas:

Nicole Reinert, Health Ed. Coordinator
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971-9174
(530) 283-6990
nicolereinert@countyofplumas.com

Subcontractor:

Matthew Miles, M.D
Redding Critical Care Medical Group
Post Office Box 991844
Redding, CA 96099-1844
(530) 246 - 9890

COUNTY INITIALS

SUBCONTRACTOR INITIALS 

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

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A	Scope of Work	2 Pages
Exhibit B	Fee Schedule	1 Page
Exhibit B-1	Subcontractor Budget	1 Page
Exhibit C	General Terms and Conditions (GTC 610)	4 Pages
Exhibit D	Special Terms and Conditions	37 Pages
Exhibit E	Additional Provisions	2 Pages
Exhibit F	Federal Terms and Conditions	10 Pages
Exhibit G	HIV/AIDS Confidentiality Agreement	2 Pages
Exhibit H	Contractor Certification (CCC-307)	5 Pages
Exhibit I	Information Privacy and Security Requirements	12 Pages
Exhibit J	Darfur Contracting Act Certification	2 Pages

[SIGNATURES TO FOLLOW ON NEXT PAGE]

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS WJ

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

SUBCONTRACTOR: Redding Critical Care Medical Group, Inc., a California Corporation

By: Amjad M
Amjad Musthafa, Chief Executive Officer

Date: 05/05/2022

By: OK
Admire Kuchena, Chief Financial Officer

Date: 05/05/2022

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

By: Dana Loomis
Dana Loomis, Director
Plumas County Public Health Agency

Date: 5/05/22

By: _____
Chair, Plumas County Board of Supervisors

Date: _____

By: _____
Clerk, Plumas County Board of Supervisors

Date: _____

Approved as to form:

B. Brechtel 4/21/2022
Joshua Brechtel
Deputy County Counsel I

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS MM

EXHIBIT A - SCOPE OF WORK**Subcontractor Requirements:**

1. Serve as an HIV specialty consultant/provider for the Mountain Counties EIS Program in Siskiyou County; provide primary medical care in coordination with the local primary care provider to 35-45 EIS enrolled patients, as outlined in the HIV Early Intervention Services (EIS) Specialty Care Consultant Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.
2. Coordinate and case conference with the local primary care provider and the EIS patient coordinator during six scheduled clinic days and provide consultation as needed in between assigned clinic days.
3. Provide patient chart review with on a quarterly basis and provide input into the EIS continuous quality improvement plan
5. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

6-Days Per Year:

- Provide onsite HIV Primary care services to our client population in Siskiyou County.
- Provide informational training for local medical providers to build their capacity to provide a more complete continuum of HIV care.
- Provide regular chart audits related to a Continuous Quality Improvement Program.
- Provide input into EIS Continuous Quality Improvement Program.

Reporting and Performance Requirements:

The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- A. Invoice for actual services at least quarterly. Funds may only be used to pay for allowable categories of services outlined in the Scope of Services (Exhibit A) attached.
- B. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

EXHIBIT A - SCOPE OF WORK**HIV Early Intervention Services Primary Care Consultant Job Description**

Job Title: EIS Primary Care Consultant

Job Summary: This subcontracted position reports to the EIS Project Director and Medical Director and provides medical assessment and treatment to EIS patients in coordination with Primary Care Provider.

Job Duties and Responsibilities:

- Examines and diagnoses patient referred to the EIS Program; determines and recommends type of medical treatment needed. Provided information on causes and prevention of disease, high-risk behavior, growth and development.
- Refers patients to appropriate sources of additional treatment.
- Participates on EIS Multi-disciplinary team.
- Provides consultation to local primary provider regarding HIV treatment and care.

EXHIBIT B - FEE SCHEDULE**Invoicing and Payment:**

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

A. Invoice(s) Shall:

- 1) Be prepared on Subcontractor letterhead or signed by authorized personnel.
- 2) Bear the Subcontractors name and Agreement Number.
- 3) Identify the billing and/or performance period covered on invoice.
- 4) Itemize costs; include backup documentation to support the invoice.

B. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1 st – June 30 th	July 15 th
Second Quarter	July 1 st – September 30 th	October 15 th
Third Quarter	October 1 st – December 31 st	January 15 th
Fourth Quarter	January 1 st – March 31 st	March 15th

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.**D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Seven Thousand Two Hundred Dollars (\$7,200.00).

[SIGNATURES TO FOLLOW ON NEXT PAGE]

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS M.M.

EXHIBIT B-1 CONTRACTOR BUDGET

A	B	C	D	E	F	G	H	I	J
Subcontractor Budget									
Program	Project								
Subcontractor	Reading Outreach Care								
Contract Term	April 1, 2017 - March 31, 1992								
	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost	
Personnel									
Matthew Miles, MD	Primary medical care clinics	HIV Specialists	EIS	Outpatient / Ambulatory Health Services	1,200	6.000	Clinic Visits	7,200	
	Total Personnel								7,200
Fringe Benefits									
Matthew Miles, MD	Primary medical care clinics	HIV Specialists	EIS	Outpatient / Ambulatory Health Services	7,200				
	Total Fringe Benefits								7,200
	Total Subcontractor								7,200

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS 

SUBCONTRACT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its PUBLIC HEALTH AGENCY (hereinafter referred to as "County"), and MICHAEL STASZEL, D.O., P.A., a California Corporation, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B and B-1, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500.00).
3. Term. The term of this agreement shall be from April 1, 2022 through March 31, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2022 to the dated of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this

COUNTY INITIALS

SUBCONTRACTOR INITIALS *MS*

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

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

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

COUNTY INITIALS

SUBCONTRACTOR INITIALS MS

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

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

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

10. Licenses and Permits. Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. Osteopathic Physician and Surgeon License Number 8493.

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

COUNTY INITIALS

SUBCONTRACTOR INITIALS WJ

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

The project representatives during the term of this Agreement will be:

County of Plumas:

Nicole Reinert, Health Ed. Coordinator
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971-9174
(530) 283-6990
nicolereinert@countyofplumas.com

Subcontractor:

Michael Stasz, D.O.

822 Pine Street
Mt. Shasta, California 96067-
(530) 926 - 5261

COUNTY INITIALS

SUBCONTRACTOR INITIALS MS

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

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A	Scope of Work	2 Pages
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Exhibit H	Contractor Certification (CCC-307)	5 Pages
Exhibit I	Information Privacy and Security Requirements	12 Pages
Exhibit J	Darfur Contracting Act Certification	2 Pages

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

SUBCONTRACTOR: Michael Stasz, a California Corporation

By: 

Michael Stasz, CFO, CEO

Date: 4-26-22

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

By: 

Dana Loomis, Director
Plumas County Public Health Agency

Date: 4/26/22

By: _____

Chair, Plumas County Board of Supervisors

Date: _____

Attest:

By: _____

Clerk, Plumas County Board of Supervisors

Date: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

4/21/2022

_____ COUNTY INITIALS

SUBCONTRACTOR INITIALS 

EXHIBIT A - SCOPE OF WORK**The subcontractor shall:**

1. Serve as a medical provider for the Mountain Counties EIS Program in Siskiyou County; provide primary medical care in coordination with HIV consultant to 20-24 EIS enrolled patients, as outlined in the HIV Early Intervention Services (EIS) Primary Care Physician Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.
2. Coordinate and case conference with EIS patient coordinator and HIV consultant during 6 HIV clinic days and develop a system for consulting with HIV and other specialty providers via phone, email and/or telemedicine as needed in between assigned clinic days.
3. Participate in patient chart review with HIV consultant, participate in HRSA Site Visits, and administrative agent site visits.
4. Participate in quarterly continuous quality improvement meetings and quality improvement projects.

Current Quality Measurement goals include:

85% of HIV+ women will receive annual PAP screening

85% of all HIV patients will have documented HCV status in chart/ARIES' database

75% of all HIV patients will have Hepatitis B immunity documented in chart/ARIES

75% of all HIV patients using tobacco will receive cessation education & information

75% of all HIV patients will achieve viral load suppression <200 copies

80% of all HIV patients will be retained in care – New patients seen every 4 months.

Ongoing patients seen every 6 months.

5. Provide client data as needed to EIS patient coordinator for required HRSA Reports.
6. Invoice for services and report revenue related to this program at least quarterly.
7. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

Reporting and Performance Requirements:

The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- A. Provide client data as needed to EIS patient coordinator for required reports to HRSA.
- B. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in Subcontractor's Budget.
- C. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

COUNTY INITIALS

SUBCONTRACTOR INITIALS 

EXHIBIT A – SCOPE OF WORK**HIV Early Intervention Services (EIS) Primary Care Physician Job Description:****Job Title:** EIS Primary Care Physician

Job Summary: This subcontracted position reports to the EIS Project Director and Medical Director and provides medical assessment and treatment to EIS patients in coordination with the EIS HIV Specialist/Consultant.

Job Duties and Responsible Ties:

- Examines and diagnoses patient referred to the EIS Program; determines and recommends type of medical treatment needed. Provides information on causes and prevention of disease, high-risk behavior, growth and development.
- Refers patients to appropriate sources of additional treatment.
- Participates on EIS Multi-disciplinary team.
- Provides consultation to local primary care provider regarding HIIV treatment and care.
- Reviews medical literature to benefit specific patient's condition.
- Participates in training of clinic staff

Knowledge and Abilities:

- Considerable knowledge of the principles and methods of HIV/AIDS medical care and general medicine.
- Knowledge of current developments in the field of HIV primary care and community HIIV care resources.
- Knowledge of health services organization and procedures.
- Ability to direct and coordinate the work of subordinate personnel.
- Ability to establish and maintain effective working relationships with administrative, medical and non-medical staff, patients and the general public.
- Graduation from an approved medical school, supplemented by the satisfactory completion of an approved residency and possession of a valid license to practice medicine in the State of California.

COUNTY INITIALSSUBCONTRACTOR INITIALS MS

EXHIBIT B - FEE SCHEDULE**Invoicing and Payment:**

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

A. Invoice(s) Shall:

- 1) Be prepared on Subcontractor letterhead or signed by authorized personnel.
- 2) Bear the Subcontractors name and Agreement Number.
- 3) Identify the billing and/or performance period covered on invoice.
- 4) Itemize costs; include backup documentation to support the invoice.

B. Invoice(s) Schedule:

Subcontractor will submit a monthly invoice to Plumas County public Health Agency in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750.00).

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.**D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500.00).

COUNTY INITIALSSUBCONTRACTOR INITIALS MS

EXHIBIT B-1 SUBCONTRACTOR BUDGET

COUNTY INITIALS

SUBCONTRACTOR INITIALS MS

EXHIBIT J

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. *NS* Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	Federal ID Number
Michael Staszcz D.O.	65-0956385
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Michael Staszcz, DO	President
Date Executed	Executed in the County and State of
4/22/22	Siskiyou - CALIFORNIA

CDPH 9067 (7/17)

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date 4-22-22 Signed by: 

After execution by or on behalf of Grantee, please return to: Plumas County Public Health Agency, 270 County Hospital Road, Ste. 206, Quincy, CA 95971.

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: 4-22-22 Signed By: 

After execution by or on behalf of Contractor, please return to: Plumas County Public Health Agency, 270 County Hospital Road, Ste. 206, Quincy, CA 95971.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

<u>LONNIE Rutherford</u> Employee name (print)	<u>LONNIE Rutherford</u> Employee Signature	<u>4/22/22</u> Date
<u>Michael Staszek DD</u> Supervisor name (print)	<u>MS.D.D.</u> Supervisor Signature	<u>4/22/22</u> Date
<u>Michael Staszek . D.D</u> Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

EXHIBIT H

Contractor Certification Clause

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)

Federal ID Number

Michael Staszczak DO 65-0956385

By (Authorized Signature)



Printed Name and Title of Person Signing

Michael Staszczak DO President

Date Executed

Executed in the County of Plumas

4/22/22

Siskiyou

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;

Remove your new **Pocket License**
from the receipt portion and carry it
with you at all times.

(Please cut along the dotted lines)

Osteopathic Medical Board of California

1300 National Drive, Suite 150

Sacramento, CA 95834-1991

(916) 928-8390

Osteopathic Medical Board of California

1300 National Drive, Suite 150
Sacramento, CA 95834-1991
(916) 928-8390



OSTEOPATHIC PHYSICIAN AND SURGEON

License No.

20A8493

MICHAEL ZBIGNIEW STASZEL
822 PINE ST
MOUNT SHASTA, CA 96067-2137

Expiration

12/31/2022

Original

Issuance Date
04/10/2003

Receipt No.

42217

Signature

IM P O R T A N T

1. Please include your license number on any correspondence to this office.
2. Notify the Board of any name or address change in writing.
3. Report any loss immediately in writing to the Board.
4. Please sign and carry the pocket license with you.

License No.

20A8493

Expiration Date

12/31/2022

Receipt No.

42217

MICHAEL ZBIGNIEW STASZEL

This is your RECEIPT.

Please save for your records.

POB20A 1/2012

RECEIVED
DEC 17 2020



MOUNT SHASTA CA 96067-2137
822 PINE ST
MICHAEL ZBIGNIEW STASZEL
T4P1 ***AUTO***ALL FOR AADC 956



Osteopathic Medical Board of California
1300 National Drive, Suite 150
Sacramento CA 95834-1991

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	fee PAID
BS4632166	02-28-2025	\$888
XS4632166		

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER-DW/100	01-28-2022

STASZEL, MICHAEL Z DO
822 PINE ST
MOUNT SHASTA, CA 96067-2137

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY,
AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

City of Mt. Shasta
305 N. Mt. Shasta Blvd.
Mt. Shasta, CA 960672231

CITY OF MT. SHASTA BUSINESS LICENSE^{BUSINESS ID}

Fiscal Year 2021-2022 Tax

S0290

Business Type: Medical Service

EXPIRATION DATE

6/30/2022

Fee Amounts: \$ 137.00

ISSUE DATE

Owner(s):
STASZEL, MICHAEL

Business Address:

S0290
STASZEL, MICHAEL, DO PA
822 PINE ST
MT SHASTA, CA 96067

7/1/2021

STASZEL, MICHAEL, DO PA
822 PINE ST
MT SHASTA, CA 96067

This license is evidence of the payment of Business Taxes for the current fiscal year or quarter. Issuance of the license does not indicate regulatory approval for any requirements of Planning, Building, Health, Fire, or Police.

John E Kennedy

GNP-109

RECEIVED
JUL 1 2021

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS

MICHAEL STASZEL, DO
822 PINE STREET
MOUNT SHASTA, CA 96067

CLIA ID NUMBER

05D2182495

EFFECTIVE DATE

04/22/2022

LABORATORY DIRECTOR

MICHAEL Z STASZEL D.O.

EXPIRATION DATE

04/21/2024

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown herein (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



A handwritten signature in black ink, appearing to read "Monique Spruill".

Monique Spruill, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality



NORCAL MUTUAL®

Certificate of Insurance

Certificate Holder:
Michael Z Stasz, DO
822 Pine Street
Mount Shasta, CA 96067

Insured's Name and Address:
Michael Zbigniew Stasz, DO
822 Pine Street
Mount Shasta, CA 96067

Producer:

Policy Number: 712732N

Effective Date: 01/01/2022

Expiration Date: 01/01/2023

Insured Type: Named Insured Insured Locum Tenens

Coverage A Type: Shared Limits Separate Limits

Specialty: Family Medicine (Minor Surgery)

Important: This certificate certifies that the policy shown above has been issued and includes coverage for the Insured shown for the period indicated, subject to the policy's provisions and the required payment of premium. It is not an insurance policy and is issued for informational purposes only. It confers no rights upon the certificate holder and does not create a contract between NORCAL Mutual Insurance Company (NORCAL Mutual) and the certificate holder, nor does it amend, extend, or alter the policy's coverage. Notwithstanding any requirement or provision of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy is subject to the provisions of the policy.

The Insured is responsible for informing certificate recipients of any policy changes, including declination of issuance or cancellation before the expiration date. An Insured's failure to provide such notice imposes no obligation or liability of any kind upon NORCAL Mutual, its agents or representatives.

Coverages and Limits of Coverage Provided

Coverage A: Medical Professional

Liability Insurance - Claims Made

Retroactive Date: 03/01/2013

Limits of Coverage:

\$1,000,000 Each Claim limit

\$3,000,000 Aggregate Limit Per Policy Period

Coverage B: Administrative Defense

Insurance - Claims Made

Retroactive Date: 03/01/2013

Limits of Coverage:

\$50,000 Each Administrative Proceeding or Employment-Related Civil Action Limit
\$50,000 Aggregate Limit Per Endorsement Period

Coverage C: Information and Network

Security Insurance - Claims Made

Retroactive Date: 03/01/2013

Limits of Coverage:

\$100,000 Each Claim, Regulatory Privacy Proceeding, or Loss Limit
\$100,000 Aggregate Limit Per Endorsement Period

By: NORCAL Mutual Insurance Company

Date Issued: November 6, 2021

Michael Boguski, CPCU
President

Kathryn A. Neville, J.D., CPCU
Secretary

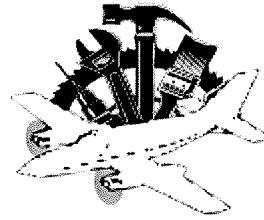


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: **May 24, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve and authorize the Director of Facility Services & Airports, to recruit and fill, funded and allocated 1.0 FTE Maintenance Technician position.

Recommendation

Approve and authorize the Director of Facility Services & Airports, to recruit and fill, funded and allocated 1.0 FTE Maintenance Technician position.

Background and Discussion

The Maintenance Technician position became available on May 16, 2022 when the current Tech was promoted to Maintenance Supervisor II.

Attachments

Critical Staffing Memo
Organizational Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2021/2022

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

Yes

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

It is critical that the Maintenance Technician position is approved/filled, as the Tech is responsible for servicing and maintaining the HVAC systems in a majority of the County buildings.

3. How long has this position been vacant?

This position became available on May 16, 2022 when the current Maintenance Technician was promoted to Maintenance Supervisor II.

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

No.

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

Most counties have a Maintenance Technician position.

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

If this position is not filled, HVAC service/maintenance will be impacted. It will also increase the workload for current staff, resulting in delayed response time.

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

N/A

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

N/A

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

No

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

No.

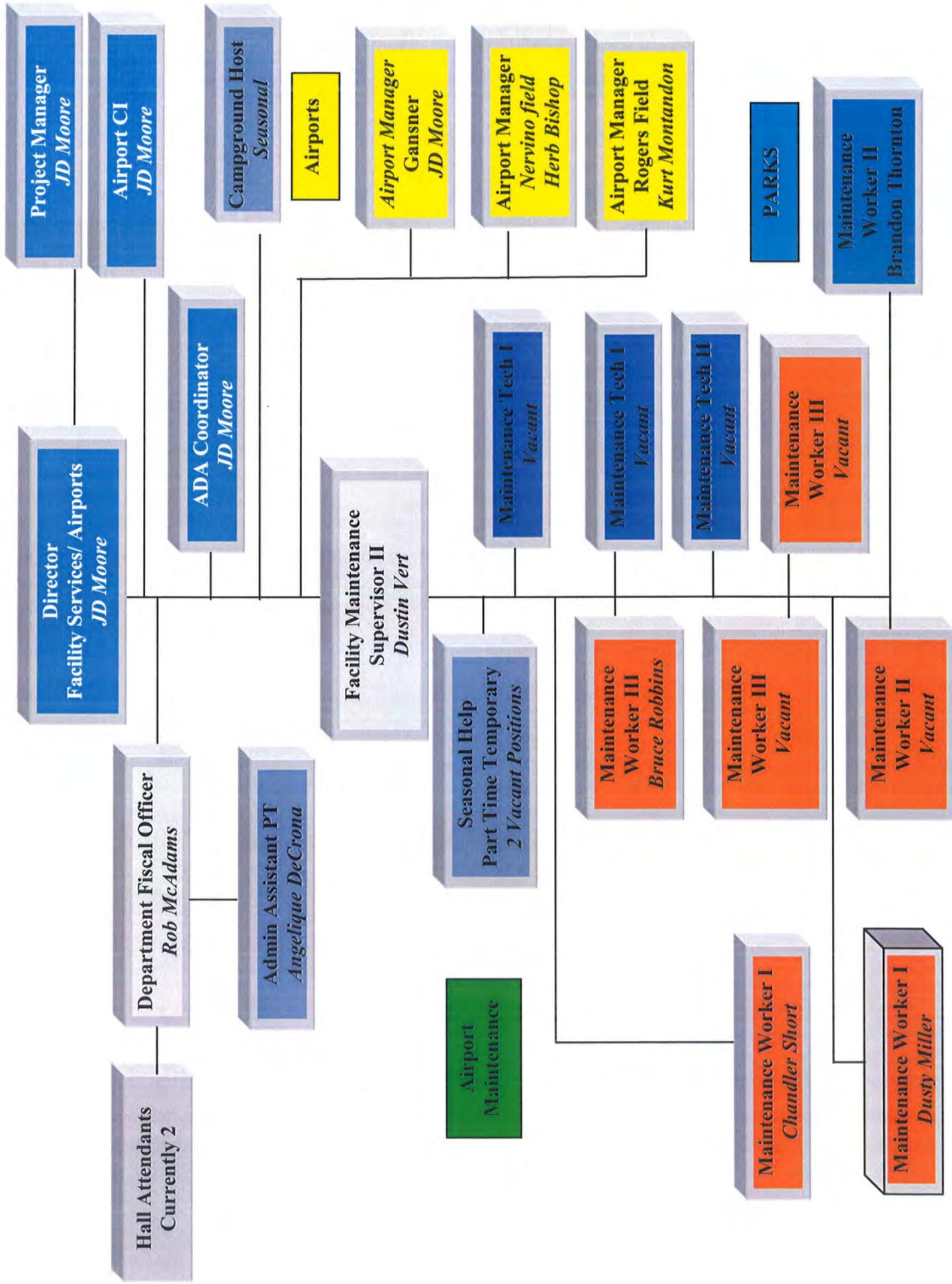
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Filling this position will not impact the general fund, as it is already budgeted for in FY21-22

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

No, this Department is funded by the general fund.

Department of Facility Services- Organizational Chart
As Of 05/16/2022



Item 3B2

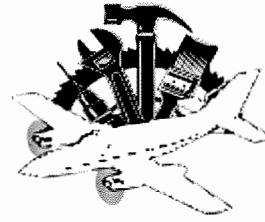


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: **May 24, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve donation of two pool cars, that are beyond a reasonable cost to repair, to Quincy Fire Protection District for vehicle extrication training.

Recommendation

Approve donation of two pool cars, that are beyond a reasonable cost to repair, to Quincy Fire Protection District for vehicle extrication training.

Background and Discussion

Facility Services currently has two pool cars that are no longer used, as they are unreliable. One of the vehicles is a 2002 Ford Explorer, with 224,260 miles, and is valued at \$941. The other vehicle is a 2004 Ford Explorer, with 216,184 miles, and is valued at \$1,553. Neither vehicle has been driven in the last two years, as Facility Services is not comfortable with allowing County employees to drive them due to electrical/mechanical problems. The cost to repair these two vehicles would be more than what they are worth.

Both vehicles were previously donated to Quincy Fire Department in 2018, by the Department of Social Services. The previous Director of Facility Services reacquired both vehicles from the Fire Department, when the County was discussing the option of leasing vehicles for use as pool cars (the more vehicles you traded in, the better the rate).

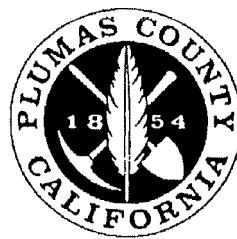
Quincy Fire Department will pick up, remove, and dispose of the vehicles at no cost to Plumas County.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: May 17, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MAY 24, 2022

RE: INTRODUCE AND WAIVE FIRST READING OF ORDINANCE, FIRST INTRODUCED ON MAY 24 2022 OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING ARTICLE 2 OF CHAPTER 5 OF TITLE 2 OF PLUMAS COUNTY CODE, ELECTED OFFICIAL SALARY

IT IS RECOMMENDED THAT THE BOARD:

Approved the recommendations to update the new pay schedules for both the County Counsel and District Attorney's offices as outlined below and Resolution.

Introduce and waive the first reading of Ordinance amending Article 2 of Chapter 5 title 2 of Plumas County Code, Elected Official Salary.

BACKGROUND AND DISCUSSIONS

On May 17, 2022, Human Resources presented recommendations to the Board of Supervisors to increase the base wages for the District Attorney and the District Attorney's Deputy Attorney job class series. It is also recommended, to increase the wages for the base wages for County Counsel's Deputy job class series to maintain consistency with the County's attorney job classifications. These recommendations were based on a current wage survey conducted by Human Resources Department.

The District Attorney's positions pay schedule is outdated and should be updated using the recommendations based on the base wage survey results. The attached Ordinance and Resolution is to seek the Board of Supervisors approval to increase the District Attorney pay schedule to \$72.59 an hour. The District Attorney has requested to keep his position tied to the job classification of the County Counsel. This may be to abstract to do. Elected Officials do not receive benefits outside of the retirement, department head life insurance, and health insurance. The recent increase to the Elected Officials pay rates included annual increases tied to the All Urban Consumer Price Index April to April results. This will provide an ongoing annual wage adjustment for the Elected Officials. With the current base wage recommendation for the District Attorney, the position will be making more than the County Counsel base wage.

Below are the recommendations for Plumas County's pay schedule wage adjustments:

District Attorney's Department #70301:

Job Classification	Current Wage	Proposed Wage
District Attorney	\$53.27	\$72.59
Assistant DA	\$45.84	\$54.62
Deputy DA I	\$32.56	\$35.18
Deputy DA II	\$34.19	\$39.16
Deputy DA III	\$39.59	\$43.60

County Counsel's Department #20080:

Job Classification	Current Wage	Proposed Wage
Asst. County Counsel	\$43.70	\$55.44
Deputy County Counsel I	\$33.10	\$36.08
Deputy County Counsel II	\$34.78	\$40.22
Deputy County Counsel III	\$40.26	\$45.24

I appreciate the opportunity to bring this matter forward for the Board of Supervisors consideration and approval. Thank you for your consideration in this matter.

Attachments:

- Ordinance Amending Article 2 of Chapter 5 of Title 2 of Plumas County Code
- Resolution

**AN ORDINANCE AMENDING ARTICLE 2 OF CHAPTER 5 OF TITLE 2
OF PLUMAS COUNTY CODE
(SALARIES: ELECTED OFFICIALS)**

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION I. Section 5.204 of Article 2 of Chapter 5 of Title 2 of the Plumas County Code is amended to read as follows:

ARTICLE 2 SALARIES: ELECTED OFFICIALS

SECTION 2 - 5.204 District Attorney/Public Administrator

The salary of the District Attorney/Public Administrator shall be \$150,987.20 as of May 24, 2022.

SECTION II. Operative Date: Effective Date: Publication: Codification

The Operative Date of this Ordinance is May 24, 2022.

The Ordinance shall become effective 30 days after its date of final adoption. There is no newspaper of general circulation published in Plumas County. Accordingly, the clerk of the board of supervisors shall post this ordinance in a prominent location at the board of supervisors' chambers within 15-days after its adoption and it shall remain posted thereafter for at least one (1) week. In addition, the clerk of the board of supervisors shall post a copy of the full text of the ordinance and the names of those supervisors voting for and against the ordinance on the county's Internet Web site. A certificate of the clerk of the board of supervisors shall be entered in the minutes of the board that the ordinance has been duly posted. Section I of this Ordinance shall be codified; the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the 24th day of May, 2022, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 7th day of June, 2022 by the following vote:

AVES:

NOES:

ABSTAIN:

ABSENT:

ATIEST:

Kevin Goss
Chair, Board of Supervisors

Heidi White
Clerk of the Board of Supervisors

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: May 17, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MAY 24, 2022

RE: ADOPT RESOLUTION UPDATING BASE WAGES FOR PLUMAS COUNTY DEPARTMENT HEADS, EFFECTIVE AFTER THE FIRST FULL PAYPERIOD FOLLOWING BOARD OF SUPERVISOR ADOPTION

IT IS RECOMMENDED THAT THE BOARD:

Adopt the updated pay schedules for Plumas County department heads, effective the first full pay period after Board adoption, on June 5, 2022 pay period #26.

BACKGROUND AND DISCUSSIONS

The department heads job classifications have not been updated across the pay schedule in a very long time in Plumas County. Some updates to department head pay schedules were due to vacant positions and to recruitment replacements, the wage issue needed to be updated in order to be competitive. More recently with the shortage in labor market needs, many of our department heads are being recruited to other agencies. Some of our department heads have not seen an update to their base wages in our pay schedules for a very long time. In fact, HR pay schedules do not go back far enough to give us the record of when they were last updated. So it is not clear as to the timeline for the department heads last increases unlike the resolution for the elected officials last increase. It could have been well over ten years ago, for some much longer.

To address the need to bring our department heads up to a comparable pay schedule, Human Resources conducted a wage survey using our past practice ten (10) counties. This survey was used to adjust the base wages for our department head positions. It is important to keep up with the wages for our department heads as well as our employees. The employees' wages have been adjusted through recent MOUs and will continue to be reviewed as the County negotiates new MOUs. It is reasonable to point out that our departments should offer advancement opportunities within the departments. With decent paying positions for our department heads,

employees may see themselves promoting into these position as the opportunity arises. Pay schedules need to be competitive and relevant to today's employment market.

Based on survey results, Exhibit A, I am recommending the below department head new pay schedules. I have done the cost analysis for each department and I strongly urge the Board of Supervisors to approve these recommendations.

DEPARTMENT HEADS

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
AG COMM/SEALER OF WTS & MEAS	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
BEHAVIORAL HEALTH DIRECTOR	\$58.00	\$60.90	\$63.95	\$67.14	\$70.50	\$74.02	\$77.73	\$81.61	\$85.69	\$89.98
CHIEF PROBATION OFFICER	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81
COUNTY ADMINISTRATOR	\$75.00	\$78.75	\$82.69	\$86.82	\$91.16	\$95.72	\$100.51	\$105.53	\$110.81	\$116.35
COUNTY COUNSEL	\$70.71	\$74.25	\$77.96	\$81.86	\$85.95	\$90.25	\$94.76	\$99.50	\$104.47	\$109.69
COUNTY FAIR MANAGER	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05	\$65.16
COUNTY LIBRARIAN	\$38.00	\$39.90	\$41.90	\$43.99	\$46.19	\$48.50	\$50.92	\$53.47	\$56.14	\$58.95
DIRECTOR OF BUILDING SERVICES	\$47.00	\$49.35	\$51.82	\$54.41	\$57.13	\$59.99	\$62.98	\$66.13	\$69.44	\$72.91
DIRECTOR OF CHILD SUPPORT SVCS	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05	\$65.16
DIRECTOR OF FACILITY SERVICES	\$40.00	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05
DIRECTOR OF INFO TECHNOLOGIES	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
DIRECTOR OF PUBLIC HEALTH	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
DIRECTOR OF PUBLIC WORKS	\$55.00	\$57.75	\$60.64	\$63.67	\$66.85	\$70.20	\$73.71	\$77.39	\$81.26	\$85.32
ENVIRONMENTAL HEALTH DIRECTOR	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
HUMAN RESOURCES DIRECTOR	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
MUSEUM DIRECTOR	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47	\$38.29	\$40.20	\$42.21	\$44.32	\$46.54
PLANNING DIRECTOR	\$55.38	\$58.15	\$61.06	\$64.11	\$67.31	\$70.68	\$74.21	\$77.93	\$81.82	\$85.91
SOCIAL SERV DIR/PUB GUARD/PC	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
DIRECTOR of RISK MGMT and SAFETY	\$ 45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81

Once approved, all department heads will need to have their individual Employee Agreements updated with an addendum indicating the change in pay, and a new Personnel Action Form (PAF) to process the increase.

I appreciate the opportunity to bring this matter forward for the Board of Supervisors consideration and approval. Thank you for reviewing this matter and your dedication in serving Plumas County.

RESOLUTION NO. 2022-

**ADOPT RESOLUTION UPDATING BASE WAGES FOR PLUMAS COUNTY
DEPARTMENT HEADS, EFFECTIVE AFTER THE FIRST FULL PAYPERIOD
FOLLOWING BOARD OF SUPERVISOR ADOPTION**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2021/2022 Position Allocation Plan covering all positions in the County service; and

WHEREAS, these positions are necessary in the daily operational needs of the Plumas County's various departments; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution for the Board of Supervisors to approve the base wage adjustments to the below Department Head positions.

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

Approve Resolution effective May 24, 2022 to approve the base wages for the following department head job classifications pay schedules:

DEPARTMENT HEADS										
Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
AG COMM/SEALER OF WTS & MEAS	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
BEHAVIORAL HEALTH DIRECTOR	\$58.00	\$60.90	\$63.95	\$67.14	\$70.50	\$74.02	\$77.73	\$81.61	\$85.69	\$89.98
CHIEF PROBATION OFFICER	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81
COUNTY ADMINISTRATOR	\$75.00	\$78.75	\$82.69	\$86.82	\$91.16	\$95.72	\$100.51	\$105.53	\$110.81	\$116.35
COUNTY COUNSEL	\$70.71	\$74.25	\$77.96	\$81.86	\$85.95	\$90.25	\$94.76	\$99.50	\$104.47	\$109.69
COUNTY FAIR MANAGER	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05	\$65.16
COUNTY LIBRARIAN	\$38.00	\$39.90	\$41.90	\$43.99	\$46.19	\$48.50	\$50.92	\$53.47	\$56.14	\$58.95
DIRECTOR OF BUILDING SERVICES	\$47.00	\$49.35	\$51.82	\$54.41	\$57.13	\$59.99	\$62.98	\$66.13	\$69.44	\$72.91
DIRECTOR OF CHILD SUPPORT SVCS	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05	\$65.16
DIRECTOR OF FACILITY SERVICES	\$40.00	\$42.00	\$44.10	\$46.31	\$48.62	\$51.05	\$53.60	\$56.28	\$59.10	\$62.05
DIRECTOR OF INFO TECHNOLOGIES	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
DIRECTOR OF PUBLIC HEALTH	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
DIRECTOR OF PUBLIC WORKS	\$55.00	\$57.75	\$60.64	\$63.67	\$66.85	\$70.20	\$73.71	\$77.39	\$81.26	\$85.32
ENVIRONMENTAL HEALTH DIRECTOR	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26	\$64.32	\$67.54	\$70.92	\$74.46
HUMAN RESOURCES DIRECTOR	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
MUSEUM DIRECTOR	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47	\$38.29	\$40.20	\$42.21	\$44.32	\$46.54
PLANNING DIRECTOR	\$55.38	\$58.15	\$61.06	\$64.11	\$67.31	\$70.68	\$74.21	\$77.93	\$81.82	\$85.91
SOCIAL SERV DIR/PUB GUARD/PC	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.81	\$67.00	\$70.36	\$73.87	\$77.57
DIRECTOR OF RISK MGMT and SAFETY	\$ 45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 24th day of May, 2022 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Chair, Board of Supervisors

Exhibit A							
Job Title	Current	Proposed	Amador	Calaveras	Glenn	Inyo	San Benito
AG COMM/SEALER OF WTS & MEAS	\$ 40.58	\$48.00	\$52.88	\$48.84	\$53.81	\$47.16	\$48.53
BEHAVIORAL HEALTH DIRECTOR	\$ 53.39	\$58.00	\$63.51	\$37.20	\$57.10	\$68.23	\$43.90
CHIEF PROBATION OFFICER	\$ 42.42	\$45.00	\$48.47	\$61.25	\$55.23	\$49.57	\$53.15
COUNTY ADMINISTRATIVE OFFICER	\$ 47.97	\$75	\$90.64	\$95.08	\$74.94	\$80.85	\$0
COUNTY COUNSEL	\$ 66.43	\$70.00	\$74.84	\$78.93	\$78.73	\$68.23	\$70.10
COUNTY FAIR MANAGER	\$ 31.41	\$42.00	---	---	---	---	---
COUNTY LIBRARIAN	\$ 31.21	\$38.00	\$50.06	\$42.96	\$44.60	\$27.88	\$50.87
DIRECTOR OF BUILDING SERVICES	\$ 43.28	\$50.00	\$50.40	\$61.80	\$32.77	\$34.45	\$43.18
DIRECTOR OF CHILD SUPPORT SVCS	\$ 32.23	\$42.00	---	---	\$51.72	\$50.57	\$53.15
DIRECTOR OF FACILITY SERVICES	\$ 39.42	\$40.00	\$48.00	\$34.22	---	\$36.20	---
DIRECTOR OF INFO TECHNOLOGIES	\$ 38.19	\$48.00	\$59.24	\$51.57	\$41.56	---	\$70.74
DIRECTOR OF PUBLIC HEALTH	\$ 53.39	\$58.00	\$60.10	\$75.89	\$61.49	\$68.23	\$43.90
DIRECTOR OF PUBLIC WORKS	\$ 52.16	\$60.00	\$67.44	\$78.93	\$30.10	\$62.06	\$61.63
ENVIRONMENTAL HEALTH DIRECTOR	\$ 39.76	\$48.00	\$50.97	\$64.91	\$39.54	\$34.79	\$48.54
HUMAN RESOURCES DIRECTOR	\$ 34.89	\$48.00	\$57.27	\$51.57	\$48.03	\$51.59	\$43.90
MUSEUM DIRECTOR	\$ 30.00	\$30.00	\$20.99	---	---	\$28.52	---
PLANNING DIRECTOR	\$ 50.48	\$50.48	\$55.96	\$67.51	\$60.00	\$51.59	\$48.54
SOCIAL SERV DIR/PUB GUARD/PC	\$ 40.46	\$50.00	\$63.51	\$37.20	---	---	\$64.32

As of March 31 2022

BOARD OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.bof.fire.ca.gov
(916) 653-8007

**Board of Forestry and Fire Protection****SECOND 15-DAY NOTICE OF ADDITION OF DOCUMENTS AND INFORMATION TO
RULEMAKING FILE AND MODIFIED TEXT****“State Minimum Fire Safe Regulations, 2021”**

**Title 14 of the California Code of Regulations (14 CCR),
Division 1.5, Chapter 7, Subchapter 2**

[Notice Published May 10, 2022]

**MODIFICATIONS TO TEXT OF PROPOSED REGULATION AND SUPPLEMENTAL
STATEMENT OF REASONS**

Pursuant to the requirements of Government Code §§ 11346.8 and 11347.1, the Board of Forestry and Fire Protection (Board) is providing notice that documents which the Board has relied upon in adopting the proposed regulations pertaining to the “State Minimum Fire Safe Regulations,” specifically related to modifications of the 45-Day and 15-Day Noticed rule text, have been added to the rulemaking file and are available for public inspection and comment.

The following documents have been added to the rulemaking file:

- Revised 15-Day Rule Text- as revised by the Board at their May 5, 2022 meeting.
- Supplement to the Initial Statement of Reasons and Supplemental Statement of Reasons.

WRITTEN COMMENT PERIOD

Any person, or authorized representative, may submit written, facsimile, electronic or hand-delivered comments relevant to the proposed regulatory action to the Board. **The written comment period ends on Friday, May 27, 2022**, which is over 15 days following the publication of this Notice. The Board will consider only comments received by that time. The Board requests, but does not require, that persons who submit written comments to the Board reference the title of the proposed action in their comments to facilitate review.

Written comments may be submitted by U.S. mail to the following address:

Board of Forestry and Fire Protection
Attn: Edith Hannigan, Executive Officer
P.O. Box 944246
Sacramento, CA 94244-2460

Written comments can also be hand delivered or sent by courier to the contact person listed in this notice at the following address:

Board of Forestry and Fire Protection
Attn: Edith Hannigan, Executive Officer
715 P Street
9th Floor
Sacramento, CA 95814

Written comments may also be delivered via e-mail at the following address:

PublicComments@bof.ca.gov

CONTACT PERSON

Requests for copies of the proposed text of the regulations, the *Supplemental Statement of Reasons*, modified text of the regulations and any questions regarding the substance of the proposed action may be directed to:

State Board of Forestry and Fire Protection
Attn: Edith Hannigan, Executive Officer.
P.O. Box 944246
Sacramento, CA 94244-2460
(916) 653-8007

The designated backup person in the event Ms. Hannigan is not available is Mr. Eric Hedge, Regulations Program Manager for the Board of Forestry and Fire Protection. Mr. Hedge may be contacted at the above address or phone.

AVAILABILITY OF STATEMENT OF REASONS AND TEXT OF PROPOSED REGULATIONS

The Board has prepared a Supplemental Statement of Reasons for the proposed action, entitled "State Minimum Fire Safe Regulations", that provides additional information regarding the clarity and necessity of the amendments to 14 CCR §§ 1270.00 et. seq. This Supplemental Statement of Reasons and the Initial Statement of Reasons are available from the contact person on request. If the rule text modifications discussed in this Notice are adopted by the Board as proposed at a future meeting, a Final Statement of Reasons will be made available reflecting the comments and responses received during the written comment period. The Final Statement of Reasons will be available from the contact person(s) named in this notice.

A copy of the express terms of the original proposed action using UNDERLINE to indicate an addition to the California Code of Regulations and ~~STRIKETHROUGH~~ to indicate a deletion is also available from the contact person named in this notice.

The Board will have the entire rulemaking file, including all information considered as a basis for this proposed regulation, available for public inspection and copying throughout the rulemaking process at the following address:

California Department of Forestry and Fire Protection
State Board of Forestry and Fire Protection

New Natural Resources Building
715 P Street
9th Floor
Sacramento, CA 94244
Attention: Edith Hannigan
Tel: (916) 653-8007

All of the above referenced information is also available on the Board's "Proposed Rule Packages" website at: <https://bof.fire.ca.gov/regulations/proposed-rule-packages/>

SECOND 15-DAY NOTICE RULE TEXT MODIFICATIONS KEY

Proposed modifications to the 15-Day Noticed rule text, published on January 3, 2022, are identified in this 15-Day Notice of Rulemaking as follows:

- Existing CCR Text ----- No underline or strikethrough
- 45-Day Noticed rule text addition (published 04/30/2021) ----- single underline
- 45-Day Noticed rule text deletion (published 04/30/2021) ----- ~~single strikethrough~~
- Deletions of 45-Day Noticed rule text proposed in this 15-Day Notice (published 01/03/2022) ----- ~~double strikethrough~~
- Additional rule text proposed in previous 15-Day Notice (published 01/03/2022) ----- double underline
- Deletions of previously noticed rule text (published 05/10/2022) —~~italics and single strikethrough~~
- Additional rule text proposed in this 15-Day Notice (published 05/10/2022) —~~broken underline~~

AVAILABILITY OF CHANGED OR MODIFIED TEXT

After all timely and relevant comments received, the Board may adopt the proposed regulations substantially as described in this notice. If the Board again makes modifications which are sufficiently related to the originally proposed text, it will again make the modified text—with the changes clearly indicated—available to the public for at least 15 days before the Board adopts the regulations as revised.

Notice of the comment period and the full text as modified, will be sent to any person who:

- a) testified at the hearings,
- b) submitted comments during the public comment period, including written and oral comments received at the public hearing, or
- c) requested notification of the availability of such changes from the Board.

Requests for copies of the modified text of the regulations may be directed to the contact person listed in this notice. The Board will accept written comments on the modified regulations for no less than 15 days from the date on which they are made publicly available.

Board of Forestry and Fire Protection

SUPPLEMENTAL STATEMENT OF REASONS

**“State Minimum Fire Safe Regulations, 2021”
Title 14 of the California Code of Regulations (14 CCR),
Division 1.5, Chapter 7, Subchapter 2, Articles 1-5**

The Board of Forestry and Fire Protection (Board) intends this Supplement to the Initial Statement of Reasons (ISOR) to reflect changes that have been made to the 45-Day proposed rule text and Initial Statement of Reasons, which was distributed on April 23, 2021, and the 15-Day proposed rule text and Supplemental Statement of Reasons distributed on January 3, 2022.

SPECIFIC PURPOSE OF EACH ADOPTION, AMENDMENT OR REPEAL (pursuant to GOV § 11346.2(b)(1)) AND THE RATIONALE FOR THE AGENCY’S DETERMINATION THAT EACH ADOPTION, AMENDMENT OR REPEAL IS REASONABLY NECESSARY TO CARRY OUT THE PURPOSE(S) OF THE STATUTE(S) OR OTHER PROVISIONS OF LAW THAT THE ACTION IS IMPLEMENTING, INTERPRETING OR MAKING SPECIFIC AND TO ADDRESS THE PROBLEM FOR WHICH IT IS PROPOSED (pursuant to GOV §§ 11346.2(b)(1) and 11349(a) and 1 CCR § 10(b)).

Narrowed Purpose

The proposed amendments narrow the scope of the proposed action as described within the Initial Statement of Reasons. The Board now intends to simply promote compliance with the revisions to PRC 4290 within SB 901 (Chapter 626, 2018), and to improve the clarity of certain administrative processes within Article 1 of the existing regulations. The narrowed purpose of the proposed action is to:

- Establish standards for fuel breaks and greenbelts near communities;
- Establish measures for the preservation of undeveloped ridgelines;
- Improve clarity regarding the inspection and enforcement agencies;
- Promote local jurisdiction compliance with the Fire Safe Regulations and to clarify the process by which that occurs;
- Increase the flexibility offered to local jurisdictions in implementing the minimum standards provided in these regulations.

Related Emergency Regulations

It should be noted that a portion of the proposed action was affected by existing emergency regulations (OAL MATTER No.’s 2020-0720-01E, 2021-0430-02EE, and 2021-1124-02EE), but which was unrelated to the purpose and necessity of the proposed action. Since the time of the adoption and readoption of the emergency regulations, the Board failed to file a certificate of compliance on the action and the emergency regulations were repealed by operation of law on March 8, 2022. The proposed rule text reflects these changes in order to promote the accuracy of regulations, but does not itself propose any amendment, adoption, repeal, or modification of any kind related to those emergency actions.

Universal Changes

Subsections were re-numbered or re-lettered as necessary to reflect the movement, deletion, or addition of regulatory text.

Defined terms were capitalized.

“Authority Having Jurisdiction” or “AHJ” was universally replaced with “Local Jurisdiction.” AHJ is no

longer a defined term.

Repeal 1270.01(a)

The definition of “access” was deleted as that term is no longer in that specific defined capacity in the rule text.

Amend 1270.01(a) (previously b)

The Board no longer proposes changes to this definition.

Repeal 1270.01(c)

The definition of “authority having jurisdiction” was deleted because that term is no longer used in the rule text.

Repeal 1270.01(f)

The definition of “building construction” was deleted because that term is no longer used in that specific defined capacity in the rule text.

Repeal 1270.01(h)

The definition of “clear width” was deleted because that term is no longer used in the regulations.

Repeal 1270.01(i)

The term “collector road” was deleted because that term is no longer used in the regulations.

Amend 1270.01(f) (previously k)

The Board no longer proposes changes to the definition of “defensible space.”

Amend 1270.01(j) (previously o)

The Board no longer proposes changes to the definition of “exception.”

Repeal 1270.01(p)

The Board proposes to delete the term “existing” as it is no longer used in this specific defined capacity in the regulations.

Repeal 1270.01(q)

The Board proposes to delete the term “existing road” as it is no longer used in this specific defined capacity in the regulations.

Repeal 1270.01(r)

The Board proposes to delete the term “finished grade” as it is no longer used in these regulations.

Amend 1270.01(l) (previously p)

The Board proposes to adopt the previously noticed definition of “fire authority.” The phrase “in the Local Jurisdiction” was added to that previously noticed definition to specify that the Fire Authority that holds certain responsibilities with the Local Jurisdiction in which is the subject of this definition and how it is implemented elsewhere within these regulations. This adds clarity and specificity for the regulated public.

Amend 1270.01(o) (previously u)

The phrase “agricultural lands” was deleted from the definition of “greenbelts” and replaced with the phrase “other areas” to add greater flexibility to the definition of greenbelts. In addition, including “agricultural lands” within this definition implied that local jurisdictions may force existing agricultural

land to serve as fuel breaks, when that is not the lands' intended purpose. This change promotes clarity of the promoted flexibility.

The term "AHJ" was replaced by "Local Jurisdiction," as previously noticed in the 45-day rule text.

The clause "that may function as Fuel Breaks" was moved for general written grammar.

Amend 1270.01(s) (previously w)

The Board no longer proposes changes to the definition of "local jurisdiction."

Repeal 1270.01(z)

The term "Local Responsibility Area" was deleted, as it is no longer used in the regulations.

Repeal 1270.01(aa)

The term "Local Road" was deleted as it is no longer used in the regulations.

Repeal 1270.01(cc)

The term "New" was deleted as it is no longer used in that specific defined capacity in these regulations.

Repeal 1270.01(ff)

The term "perimeter" was deleted as it is no longer used in that specific defined capacity in these regulations.

Repeal 1270.01(gg)

The term "repair" was deleted as it is no longer used in these regulations.

Amend 1270.01(w) (previously hh)

The Board no longer proposes changes to the definition of "residential unit," except for the deletion of the phrase "for the purposes of mandatory measures required in 14 CCR 1270.01(c)." The term "residential unit" is relevant to more sections of the code than just 1270.01(c), which has also been renumbered. The application of this defined term throughout the regulations will improve clarity and certainty of implementation.

Amend 1270.01(z) (previously hh)

The Board no longer proposes changes to the definition of "road or driveway structures."

Amend 1270.01(aa)

The Board no longer proposes changes to the definition of "Same practical effect."

Amend 1270.01(dd)

The Board proposes to add a definition of "strategic ridgeline" for clarity. The process for identification of strategic ridgelines is enumerated in § 1276.02 but without a specific definition of "strategic ridgeline" it was unclear the purpose and goals of the identification process. This definition provides additional context and clarity to the Local Jurisdiction and Fire Authority regarding the purpose of identifying ridgelines as strategic, which will improve compliance with these regulations.

Repeal 1270.01(nn)

The defined term "substantial compliance" is no longer used in the regulations.

Repeal 1270.01(oo)

The defined term “substantial evidence” is no longer used in the regulations.

Amend 1270.01(ii) (previous ss)

The definition for “undeveloped ridgeline” was changed back to the 45-day noticed rule text. Please see the Initial Statement of Reasons for purpose and necessity.

Amend 1270.02 Purpose

There are no revisions to the existing, operative rule text in subsection (a) proposed in this 15-Day Notice, except to add commas for general written clarity.

The previously proposed language in subsection (b) is deleted and the existing operative rule text from 1270.01(b) as it is currently published in the CCR is retained in its entirety.

Subsection (c) is revised to reflect the existing operative rule text from 1270.01(c) as it is currently published in the CCR. The only change the Board proposes to maintain in this section is to add “Fuel Breaks, Greenbelts, and measures to preserve Undeveloped Ridgelines.” This change was addressed in the Initial Statement of Reasons.

The previously proposed language in subsection (d) is retained. Please see the Initial and Supplemental Statements of Reasons for purpose and necessity statements.

Amend 1270.03 Scope

The Board proposes no changes to subsection (a), which is retained in entirety from 1270.02(a) as it is currently published in the CCR.

The Board proposes no changes to subsection (b) in this 15-Day Notice, but retains an existing revision that was addressed in the Supplemental Statement of Reasons.

The Board proposes no changes to subsection (c), which is retained in entirety from 1270.02(c) as it is currently published in the CCR.

The Board proposes no changes to subsection (d) in this 15-Day Notice, but retains an existing revision, which were addressed in the Supplemental Statement of Reasons.

Amend 1270.04 (previously 1270.03)

This language is existing, operative rule text that was proposed for deletion in the 45-day noticed rule text. The Board no longer proposes any changes to this section.

Amend 1270.05 (previously 1270.04)

There are no changes proposed to the previously noticed rule text. Please see the Initial and Supplemental Statements of Reasons for purpose and necessity.

Amend 1270.05 Inspections (now 1270.06)

The Board proposes no changes to subsection (a) other than the retention of certain provisions which had been described within the Initial Statement of Reasons.

The Board proposes no changes to subsection (b) other than the retention of certain provisions which had been described in the Initial and Supplemental Statements of Reasons.

The Board proposes no changes to subsection (c) other than the retention of certain provisions which had been described in the Initial and Supplemental Statements of Reasons. Subsection (f) is existing operative rule text from 1270.05(d) that was proposed for deletion in the 45-day noticed rule text. The Board is no longer proposing any changes to or deletion of this provision.

Amend 1270.06 Exceptions (now 1270.07)

The Board is no longer proposing changes to this section.

Repeal 1271.00 Definitions

This existing rule text was mistakenly not indicated as proposed for deletion in the 45-day or first 15-

day noticed rule text. The Definitions section was moved to 1270.01, since many definitions in this section are used throughout Article 1, so moving the definitions to the beginning of Article 1 provides greater clarity to the regulated public.

Article 2

The Board no longer proposes changes to this Article except those described in “universal changes.”

Article 3

The Board no longer proposes changes to this Article except those described in “universal changes.”

Article 4

1275.00

The Board no longer proposes changes to this section.

1275.01

The Board no longer proposes changes to this section.

1275.02

The Board no longer proposes changes to this section.

1275.03

The Board proposes one change to the operative rule text, to delete the term “fire valve.” Fire valve is no longer a defined term, so its use does not provide additional clarity to the regulated public. The previous definition of “fire valve” referenced the definition of “fire hydrant,” and circular cross references do not provide additional clarity in the regulations.

1275.04

The Board no longer proposes changes to this section.

1275.05

The Board no longer proposes adopting this section.

1275.06

The Board no longer proposes adopting this section.

1275.07

The Board no longer proposes adopting this section.

Article 5

Amend 1276.00

The Board proposes to add “strategic fuel modification, parcel siting and setback, and the protection of undeveloped ridgelines” to the existing, operative rule text and makes changes for general clarity and written grammar. This added language reflects the adoption of regulations for fuel breaks, greenbelts (both covered by “fuel modification”) and ridgelines, all required by SB 901, and include the previously-omitted parcel siting and setbacks, which are also covered in this Article. This adds greater clarity and consistency to the regulations.

Amend 1276.01

Subsection (b)(4) was amended to allow the local jurisdiction to require, rather than request, the most protective measures provided in the California Building Code. As this option is presented as an alternative to subsection (a), which is the requirement for 30 foot setbacks, it is appropriate that the

local jurisdiction be given the authority to require the most protective measures rather than request in order to establish minimum fire safety standards. This promotes clarity regarding implementation to the regulated public.

Amend 1276.02

The phrase “to reduce fire risk and improved fire protection” was added to subsection (a). This phrase is provided for in the authorizing statute, PRC 4290, and specifies the purpose of preserving undeveloped ridgelines. Adding this language to the regulations provides increased clarity to the regulated public regarding the purpose of the regulations and greater consistency with statute.

A new subsection (a)(4) was added to specify that when determining strategic ridgelines, the Local Jurisdiction may consider whether construction activities and mass grading will alter the topography such that the ridgeline-related fire risks are eliminated. This was necessary because there are large construction projects, such as master-planned communities, that are constructed after ridgelines are graded (i.e., the movement of earth by mechanical means alters the gross topography so the topographical features are fundamentally changed and the ridgeline no longer exists). If the ridgeline no longer exists, the enhanced fire risk presented by the ridgeline no longer exists and the ridgeline does not qualify as either strategic or undeveloped. The previous proposed rule text did not accommodate situations where the ridgeline did pose a fire risk but construction would eliminate that risk. This provides greater flexibility and clarity to local agencies and the regulated public.

Subsection (c) was revised to reflect the rule text noticed in the initial 45-day notice period. The purpose and necessity statements for that change can be found in the Initial Statement of Reasons.

Subsection (c)(2) was revised for greater clarity regarding the types of infrastructure that is allowable on undeveloped ridgelines. The intention of this section was to allow, among other structures, telecommunications equipment, and the previously proposed language was not specific enough to clearly identify that equipment was allowable. Adding the relevant specific sections of Government Code describing this equipment adds greater clarity to the regulations.

Subsection (c)(3) was added to specifically allow a Local Jurisdiction to approve Buildings on ridgelines where mass grading eliminates the ridgeline risks. This specific language allows for situations where a ridgeline may have been designated as strategic, but construction that will result in mass grading will eliminate the ridgeline fire risks is proposed for that ridgeline. Since that construction would eliminate the fire risk associated with ridgelines, the ridgeline no longer needs to be preserved as undeveloped. This amendment is necessary to promote clarity to local agencies and the public regard how these certain activities may be approved on strategic ridgelines in a fashion which is not in conflict with the balance of the regulations and authorizing statute.

Amend 1276.03

Subsection (a) was revised to reflect the 45-day noticed rule text. Please see the Initial Statement of Reasons for purpose and necessity statements.

Subsections (b) and (c) were revised to require the Local Jurisdiction to consult with the Fire Authority regarding fuel breaks. The Local Jurisdiction is a broader term that may encompass a variety of government agencies, depending on the mechanics of project approval in any given jurisdiction, and the Fire Authority has specific, relevant experience regarding the design, location, and requirements of fuel breaks that the Local Jurisdiction should be incorporated into their decisions regarding fuel breaks. This also provides consistency with subsection (a).

Subsection (d)(1) was revised to direct the reader to the definition of defensible space found in 14

CCR § 1299.02. This term is being used differently than how it is defined in 1270.01, so a cross reference to the specific definition used in this section was necessary. The purpose of this provision is to address connectivity between existing specific fuel modification requirements around certain structures and the amendment achieves clarity in this regard. The definition of Defensible Space as provided by section 1270.01 of these regulations does not clearly promote these ideas and is not suitable for use here. This amendment is necessary to provide appropriate clarity to the provision.

Amend 1276.04

The phrase “as part of a New Building Construction” was deleted from this section. The term “new building construction” is no longer a defined term, so this phrase no longer provides additional information to the regulated public.

Subsection (b) is proposed to be deleted. It was determined this provision was non regulatory in nature and therefor would create confusion among the regulated public.

Amend 1276.05

This section was amended to require the Local Jurisdiction to consult with the Fire Authority regarding the disposal of flammable vegetation and fuels caused by site construction. The Local Jurisdiction is a broader term that may encompass a variety of government agencies, depending on the mechanics of project approval in any given jurisdiction, and the Fire Authority has specific, relevant experience regarding how to best manage flammable vegetation that needs to be disposed of and the applicable rules and procedures which the Local Jurisdiction should incorporate into their disposal plans.

Title 14 of the California Code of Regulations (14 CCR),

Division 1.5, Chapter 7

Subchapter 2, Articles 1-5

“DRAFT State Minimum Fire Safe Regulations, 2021”

Subchapter 2. SRA/VHFHSZ State Minimum Fire Safe Regulations

Article 1. Administration

§ 1270.00. Title.

These regulations shall be known as the "~~SRA/VHFHSZ~~—State Minimum Fire Safe Regulations," and shall constitute the basic minimum ~~w~~Wildfire protection standards of the California Board of Forestry and Fire Protection.

Note: Authority cited: Section 4290, Public Resources Code.

Reference: Sections 4102, 4126, 4127 and 4290, Public Resources Code.

§ 1270.01. Definitions Purpose

The following definitions are applicable to this Subchapter.

(a) Access: The Roads on a route from a Building to the nearest Collector Road or the Roads on a route from a Building to the nearest Road which is compliant with the standards provided in this Article, whichever is closer.

(b) Agriculture: Land used for agricultural purposes as defined in a Local Jurisdiction's zoning ordinances. (ab) Agriculture:

Land used for agricultural purposes as defined in a Local

1 Jurisdiction's zoning ordinances.

2 (e) Authority Having Jurisdiction (AHJ): the organization,
3 office, or individual responsible for enforcing the applicable
4 requirements of these standards, or for approving equipment,
5 materials, an installation, or a procedure. This includes the
6 local government and local Fire Authority in their respective
7 roles of Development approval process and regulatory
8 enforcement.

9 (bed) Board: California Board of Forestry and Fire Protection.

10 (cde) Building: Any Structure used or intended for supporting or
11 sheltering any use or Occupancy, except those classified as
12 Utility and Miscellaneous Group U.

13 (f) Building Construction: the construction, reconstruction,
14 placement, or erection of any Building; a permit or approval for
15 an increase in the density or intensity of use of land,
16 including, but not limited to, subdivision pursuant to the
17 Subdivision Map Act (commencing with Section 66410 of the
18 Government Code), and any other division of land except where
19 the land division is brought about in connection with the
20 purchase of such land by a public agency for public recreational
21 use.

22 (deg) CAL FIRE: California Department of Forestry and Fire
23 Protection.

24 (fh) Clear Width: A horizontal area free of vegetation, debris,
25 fences, or other materials that may impede traffic flow; this
area may include flexible posts or barriers that bend upon

1 vehicular impact and rebound to their original position.

2 (g1) Collector Road: Roads identified by the AII a Local
3 Jurisdiction as a major collector, or minor collector, or
4 general, collector Road pursuant to Title 23, Code of Federal
5 Regulations, § 470.105 and in conformance with the procedures in
6 the US Federal Highway Administration "Highway Functional
7 Classification Concepts, Criteria, and Procedures," 2013
8 Edition, hereby incorporated by reference.

9 (e1j) Dead-end Road: A Road that has only one point of vehicular
10 ingress/egress, including cul-de-sacs and Roads that loop back
11 on themselves ~~looped Roads.~~

12 (f1k) Defensible Space: As defined in California Code of
13 Regulations, Title 14, § 1299.02(a). The area within the
14 perimeter of a parcel, Development, neighborhood or community
15 where basic wildland fire protection practices and measures are
16 implemented, providing the key point of defense from an
17 approaching Wildfire or defense against encroaching Wildfires or
18 escaping Structure fires. The perimeter as used in this
19 regulation is the area encompassing the parcel or parcels
20 proposed for construction and/or Development, excluding the
21 physical Structure itself. The area is characterized by the
22 establishment and maintenance of emergency vehicle access,
23 emergency water reserves, Road names and Building
24 identification, and fuel modification measures.

25 (g1l) Development: As defined in section 66418.1 of the
California Government Code.

1 (h)(m) Director: Director of the Department of Forestry and Fire
2 Protection or their designee.

3 (i)(n) Driveway: A vehicular pathway that serves no more than
4 four (4) Residential Units ~~up to two (2) parcels with no more~~
5 ~~than two (2) Residential Units~~ and any number of non-commercial
6 or non-industrial Utility or Miscellaneous Group U Buildings on
7 each parcel. A Driveway shall not serve commercial or industrial
8 uses at any size or scale.

9 (j)(o) Exception: An alternative means or method to achieve a
10 specified standard requested by the applicant subject to ~~s~~
11 1270.06 (Exceptions to Standards). An alternative to the
12 specified standard requested by the applicant that may be
13 necessary due to health, safety, environmental conditions,
14 physical site limitations or other limiting conditions, such as
15 recorded historical sites, that provides mitigation of the
16 problem.

17 (p) Existing: That which is legally established or legally in
18 place at the time of the proposal for Building Construction.

19 (n) Existing Road: A physical Road that is legally established
20 or legally in place at the time of the proposal for Building
21 Construction. constructed and used by vehicles prior to a
22 Development proposal. An Existing Road is not one exempt under ~~s~~
23 1270.03(d) if that Road is part of a Building Construction
24 proposal where it is to be used for purposes other than those
25 specified in s 1270.03(e). A Existing Driveway is not an
Existing Road, if that Driveway is part of a Building

1 Construction proposal where the Driveway will serve more than
2 four (4) Residential Units.

3 (r) Finished Grade: The highest point of elevation of the
4 finished surface of the ground, landscaping, vegetation, paving,
5 curb or sidewalk within the area extending in a 5 foot diameter
6 from the center of the Fire Hydrant.

7 (kes) Fire Apparatus: A vehicle designed to be used under
8 emergency conditions to transport personnel and equipment or to
9 support emergency response, including but not limited to the
10 suppression of fires.

11 (p) Fire Authority: A fire department, agency, division,
12 district, or other governmental body responsible for regulating
13 and/or enforcing minimum fire safety standards.

14 (lp) Fire Authority: A fire department, agency, division,
15 district, or other governmental body responsible for regulating
16 and/or enforcing minimum fire safety standards in the Local
17 Jurisdiction.

18 (met) Fire Hydrant: A valved connection on a water supply or
19 storage system for the purpose of providing water for fire
20 protection and suppression operations.

21 (new) Fuel Break: A strategically located area where the volume
22 and arrangement of vegetation has been managed to limit fire
23 intensity, fire severity, rate of spread, crown fire potential,
24 and/or ember production.

25 (osu) Greenbelts: Agricultural lands, open space, parks,
wildlands, other areas, or a combination thereof, as designated

1 by the AHJ Local Jurisdictions Local Jurisdictions, which are
2 in, surround, or near areas subject to these regulations that
3 may function as Fuel Breaks or are adjacent to a city or
4 urbanized area, that may function as Fuel Breaks and where
5 Building Econstruction is restricted or prohibited Development.

6 (p~~ev~~) Greenways: Linear open spaces or corridors that link parks
7 and neighborhoods within a community through natural or manmade
8 trails and paths.

9 (q~~uw~~) Hammerhead/T: A Road or Driveway that provides a "T"
10 shaped, three-point Turnaround space for Fire Apparatus on a
11 Road or Driveway, being no narrower than the Road or Driveway
12 that serves it.

13 (r~~yx~~) Hazardous Land Use: A land use that presents a
14 significantly elevated potential for the ignition, prolonged
15 duration, or increased intensity of a Wildfire due to the
16 presence of flammable materials, liquids, or gasses, or other
17 features that initiate or sustain combustion. Such uses are
18 determined by the AHJ Local Jurisdiction Local Jurisdiction and
19 may include, but are not limited to, power-generation and
20 distribution facilities; wood processing or storage sites;
21 flammable gas or liquids processing or storage sites; or
22 shooting ranges.

23 (s) (w) Local Jurisdiction: Any county, city/county agency or
24 department, or any locally authorized district that approves or
25 has the authority to regulate Development. Local Jurisdiction:
Any county, city/county agency or department, or any locally

1 authorized district that approves or has the authority to
2 regulate Development.

3 (zz) Local Responsibility Area (LRA): Those areas of land not
4 classified by the Board where the financial responsibility of
5 preventing and suppressing Wildfires is that of local agencies
6 the state or federal government, pursuant to Public Resources
7 Code (PRC) section 4125.

8 (yaa) Local Road: Roads identified by the AHJ a Local
9 Jurisdiction as a local Road pursuant to Title 23, Code of
10 Federal Regulations, § 470.105 and in conformance with the
11 procedures in the US Federal Highway Administration "Highway
12 Functional Classification Concepts, Criteria, and Procedures,"
13 2013 Edition, hereby incorporated by reference.

14 (t~~abb~~b) Municipal-Type Water System: A system having water pipes
15 servicing Fire Hydrants and designed to furnish, over and above
16 domestic consumption, a minimum of 250 gpm (950 L/min) at 20 psi
17 (138 kPa) residual pressure for a two (2) hour duration.

18 (a~~acc~~c) New Road: That which is proposed as part of a Building
19 Construction proposal that is the subject of consideration
20 hereunder, and not legally established nor legally in place at
21 the time of the proposal for Building Construction. A
22 theoretical Road proposed in a Development application.

23 (u~~bbdd~~d) Occupancy: The purpose for which a Building, or part
24 thereof, is used or intended to be used.

25 (v~~eee~~ee) One-way Road: A Road that provides a minimum of one
Traffic Lane width designed for traffic flow in one direction

1 only.

2 ~~(d)(f)~~ Perimeter: The boundary of an individual parcel and/or
3 the boundary of a tentative and final map or parcel map,
4 pursuant to Government Code § 66411, within which lies any
5 Building construction.

6 ~~(g)~~ Repair: The reconstruction, replacement or renewal of any
7 part of an existing Structure for the purpose of its maintenance
8 or to correct damage.

9 ~~(w)(h)~~ Residential Unit: Any Building or portion thereof which
10 contains living facilities, ~~including which include~~ including
11 ~~provisions for sleeping, and can include provisions for~~ eating,
12 ~~cooking and/or sanitation,~~ for one or more persons. Manufactured
13 homes, mobile homes, and factory-built housing are considered
14 Residential Units ~~for the purposes of mandatory measures~~
15 ~~required in 14 CCR § 1270.01(e).~~ Buildings, unless being sited
16 ~~or installed as an accessory or junior accessory dwelling unit~~
17 ~~in accordance with § 1270.03(d) (Scope Exemptions ADUS) are~~
18 not considered Residential Units.

19 ~~(x)(f)(i)~~ Ridgeline: The line of intersection of two opposing
20 slope aspects running parallel to the long axis of the highest
21 elevation of land; or an area of higher ground separating two
22 adjacent streams or watersheds.

23 ~~(y)(g)(j)~~ Road: A public or private vehicular pathway to ~~more than~~
24 ~~two (2) parcels,~~ more than four (4) Residential Units, or to any
industrial or commercial ~~occupancy~~.

25 ~~(z)(h)~~ Road or Driveway Structures: Bridges, culverts, and

1 ~~other appurtenant Structures which supplement the Traffic Lane~~
2 ~~or Shoulders. Road or Driveway Structures: Bridges, culverts,~~
3 ~~and other appurtenant Structures which supplement the Traffic~~
4 ~~Lane or Shoulders.~~

5 ~~(aa) Same Practical Effect: As used in this subchapter, means an~~
6 ~~Exception or alternative with the capability of applying~~
7 ~~accepted wildland fire suppression strategies and tactics, and~~
8 ~~provisions for fire fighter safety, including:~~

9 ~~(i) access for emergency wildland fire equipment,~~
10 ~~(ii) safe civilian evacuation,~~
11 ~~(iii) signing that avoids delays in emergency equipment~~
12 ~~response,~~
13 ~~(iv) available and accessible water to effectively attack~~
14 ~~Wildfire or defend a Structure from Wildfire, and~~
15 ~~(v) fuel modification sufficient for civilian and fire fighter~~
16 ~~safety.~~

17 ~~(bb) Shoulder: A vehicular pathway adjacent to the Traffic~~
18 ~~Lane.~~

19 ~~(cc) State Responsibility Area (SRA): As defined in Public~~
20 ~~Resources Code sections 4126-4127; and the California Code of~~
21 ~~Regulations, title 14, division 1.5, chapter 7, article 1,~~
22 ~~sections 1220-1220.5.~~

23 ~~(dd) Strategic Ridgeline: a Ridgeline identified pursuant to §~~
24 ~~1276.02(a) that may support fire suppression activities or where~~
25 ~~the preservation of the Ridgeline as Undeveloped would reduce~~
26 ~~fire risk and improve fire protection.~~

1 (e) Structure: That which is built or constructed, a
2 Building of any kind, or any piece of work artificially built up
3 or composed of parts joined together in some definite manner.

4 (l) Substantial Compliance [or Substantially Complies]:
5 Nearly complete satisfaction of each applicable all material
6 requirements consistent with the purpose of the applicable State
7 Minimum Fire Safe Regulations, including without limitation to
8 concurrent Fire Apparatus ingress and civilian evacuation.
9 Substantial Compliance may be found even though minor
10 noncompliance exists. the formal requirements are not satisfied.

11 (m) Substantial Evidence: Enough relevant information and
12 reasonable inferences from this information that a fair argument
13 can be made to support a conclusion, in light of the whole
14 record of evidence, even though other conclusions might also be
15 reached. Argument, speculation, unsubstantiated opinion or
16 narrative, or evidence which is clearly erroneous or inaccurate
17 does not constitute substantial evidence. Substantial evidence
18 shall include facts, reasonable assumptions predicated upon
19 facts, and expert opinion supported by facts.

20 (f) Traffic Lane: The portion of a Road or Driveway that
21 provides a single line of vehicle travel.

22 (g) Turnaround: A portion of a Road or Driveway,
23 unobstructed by parking, An area which allows for a safe
24 opposite change of direction for Fire Apparatus at the end of a
25 Road or Driveway. Design of such area may be a hammerhead/T or
terminus bulb.

1 (h~~pprr~~) Turnout: A widening in a Road or Driveway to allow
2 vehicles to pass.

3 (i~~gess~~) Undeveloped Ridgeline: A Ridgeline with no ~~Residential~~
4 ~~Units or commercial or industrial~~ Buildings.

5 (j~~ett~~) Utility and Miscellaneous Group U: A Structure of an
6 accessory character or a miscellaneous Structure not classified
7 in any specific ~~Occupancy~~ permitted, constructed, equipped, and
8 maintained to conform to the requirements of Title 24,
9 California Building Standards Code.

10 (k~~ssuu~~) Vertical Clearance: The minimum specified height of a
11 bridge, overhead projection, or vegetation clearance above the
12 Road or Driveway.

13 (l~~vv~~) Vertical Curve: A curve at a high or low point of a
14 Roadway that provides a gradual transition between two Roadway
15 grades or slopes.

16 (m~~tttx~~) Very High Fire Hazard Severity Zone (VHFHSZ): As
17 defined in Government Code section 51177(i).

18 (n~~uuuy~~) Wildfire: Has the same meaning as "forest fire" in
19 Public Resources Code Section 4103. ~~As defined in Public~~
20 ~~Resources Code Section 4103 and 4104.~~

21 (a) These regulations have been prepared and adopted for the
22 purpose of establishing minimum Wildfire protection standards in
23 conjunction with Building, construction and Development in the
24 State Responsibility Area (SRA) and, after July 1, 2021, the Very
25 High Fire Hazard Severity Zones as defined in Government Code §
51177(i) (VHFHSZ).

1 (b) The future design and construction of Structures,
2 subdivisions and Developments in the SRA and, after July 1,
3 2021, the VHFHSZ shall provide for basic emergency access and
4 perimeter Wildfire protection measures as specified in the
5 following articles.

6 (e) These measures shall provide for emergency access; signing
7 and Building numbering; private water supply reserves for
8 emergency fire use; and vegetation modification. The fire
9 protection standards which follow shall specify the minimums for
10 such measures.

11 Note: Authority cited: Section 4290, Public Resources Code.

12 Reference: Sections 4290 and 4291, Public Resources Code.

13

14 § 1270.02. Purpose.—Scope

15 (a) These regulations have been prepared and adopted for the
16 purpose of establishing state minimum Wildfire protection
17 standards in conjunction with Building, ~~Construction~~, and
18 ~~Development and Development~~ in the State Responsibility Area
19 (SRA) and, after July 1, 2021, the Very High Fire Hazard Severity
20 Zones, as defined in Government Code § 51177(i) (VHFHSZ).

21 (b) ~~The future design and construction of Structures,~~
22 ~~subdivisions and Developments in the SRA and, after July 1,~~
23 ~~2021, the VHFHSZ shall provide for basic emergency access and~~
24 ~~perimeter Wildfire protection measures as specified in the~~
25 ~~following articles. Building c~~Construction in the SRA approved
after January 1, 1991, and, after July 1, 2021, Building

1 Construction in the VHFHSZ approved after July 1, 2021 shall
2 provide for minimum Wildfire protection standards as specified
3 in the following articles.

4 (c) These standards shall provide for emergency access ingress
5 and egress; signing and Building numbering; municipal type,
6 private, and public water supply reserves reserves for
7 emergency fire use; vegetation modification, Fuel Breaks,
8 Greenbelts, and measures to preserve Undeveloped Ridgelines. The
9 regulations which follow shall specify the minimums for such
10 standards measures.

11 (d) By limiting Building construction in those areas where
12 Prescribing these minimum Wildfire protection standards are not
13 satisfied, this reduces the risk of Wildfires in these areas,
14 which among other things protects the health, safety and welfare
15 of residents, and protects natural resources and the
16 environment.

17 (a) These regulations shall apply to:

18 (1) the perimeters and access to all residential, commercial,
19 and industrial Building construction within the SRA approved
20 after January 1, 1991, and those approved after July 1, 2021
21 within the VHFHSZ, except as set forth below in subsections (b)
22 through (d), inclusive, and (f);

23 (2) the siting of newly installed commercial modulars,
24 manufactured homes, mobile homes, and factory built housing, as
25 defined in Health and Safety Code sections 18001.8, 18007,
18008, and 19971, except where being sited or installed as an

1 accessory or junior accessory dwelling unit as set forth in
2 subsection (d) below;

3 (3) all tentative and parcel maps or other Developments approved
4 after January 1, 1991; and

5 (4) applications for Building permits on a parcel approved in a
6 pre 1991 parcel or tentative map to the extent that conditions
7 relating to the perimeters and access to the Buildings were not
8 imposed as part of the approval of the parcel or tentative map.

9 (b) These regulations do not apply where an application for a
10 Building permit is filed after January 1, 1991 for Building
11 construction on a parcel that was formed from a parcel map or
12 tentative map (if the final map for the tentative map is
13 approved within the time prescribed by the local ordinance)
14 approved prior to January 1, 1991, to the extent that conditions
15 relating to the perimeters and access to the Buildings were
16 imposed by the parcel map or final tentative map approved prior
17 to January 1, 1991.

18 (c) (1) At the discretion of the Local Jurisdiction, and subject
19 to any requirements imposed by the Local Jurisdiction to ensure
20 reasonable ingress, egress, and capacity for evacuation and
21 emergency response during a Wildfire, these regulations shall
22 not apply to the reconstruction or repair of legally constructed
23 residential, commercial, or industrial Buildings due to a
24 Wildfire, to the extent that the reconstruction or repair does
25 not:

(A) increase the square footage of the residential, commercial,

1 or industrial Building or Buildings that previously existed; or
2 (B) change the use of the Building or Buildings that had existed
3 previously; or
4 (C) construct a new Building or Buildings that did not
5 previously exist on the site.

6 (2) Nothing in this subsection shall be construed to alter the
7 extent to which these regulations apply to the reconstruction or
8 repair of a legally constructed residential, commercial, or
9 industrial Building for reasons unrelated to a wildfire.

10 (d) These regulations do not apply to the creation of accessory
11 or junior accessory dwelling units that comply with Government
12 Code sections 65852.2 or 65852.22, or any local ordinances
13 enacted thereunder, as applicable, including any local
14 ordinances requiring provisions for fire and life safety.

15 (e) Unless otherwise exempt pursuant to this Subchapter,
16 affected activities include, but are not limited to:

17 (1) permitting or approval of new parcels, excluding lot line
18 adjustments as specified in Government Code (GC) section
19 66412(d);

20 (2) application for a Building permit for new Building
21 construction;

22 (3) application for a use permit; and

23 (4) Road construction.

24 (f) EXEMPTION: Roads used solely for agricultural, mining, or
25 the management and harvesting of wood products.

Note: Authority cited: Section 4290, Public Resources Code.

1 Reference: Sections 4290 and 4291, Public Resources Code,
2 ~~Section 65852.2 Government Code.~~

3

4 ~~§ 1270.03. Scope. Provisions for Application of The Regulations~~

5 (a) These regulations shall apply to:

6 (1) the Perimeters and Access to all residential,
7 commercial, and industrial Building e~~construction~~ within the
8 SRA approved after January 1, 1991, and those approved after July
9 1, 2021 within the VHFHSZ, except as set forth below in
10 subsections (b), (c), (d), and (e) below.

11 (2) the siting or installation of newly installed of newly
12 installed commercial modulars, manufactured homes, mobilehomes,
13 and factory-built housing, as defined in Health and Safety Code
14 sections 18001.8, 18007, 18008, and 19971, except where being
15 sited or installed as an accessory or junior accessory dwelling
16 unit as set forth in subsection (d) below;

17 (3) all tentative and parcel maps or other Developments
18 approved after January 1, 1991; (3) all tentative and parcel
19 maps or other Developments approved after January 1, 1991; and
20 (43) applications for Building permits on a parcel approved
21 in a pre-1991 parcel or tentative map to the extent that
22 conditions relating to the perimeters and access to the
23 Buildings were not imposed as part of the approval of the parcel
24 or tentative map.

25 (b) These regulations do not apply where an application for a
Building permit in the SRA is filed after January 1, 1991 for

1 Building ~~e~~construction on a parcel that was formed from a
2 parcel map or tentative map approved prior to January 1, 1991
3 (if the final map for the tentative map is approved within the
4 time prescribed by the local ordinance) approved prior to
5 January 1, 1991, to the extent that conditions relating to the
6 perimeters and access to the Buildings were imposed by the
7 parcel map or final tentative map approved prior to January 1,
8 1991. approved prior to January 1, 1991, to the extent that
9 conditions relating to the Perimeters and Access to the
10 Buildings were imposed by the parcel map or final tentative map
11 approved prior to January 1, 1991.

12 (1) ~~For t~~This exemption shall apply only to the extent
13 that to apply, the parcel map or tentative map that was approved
14 prior to January 1, 1991, shall have imposed conditions relating
15 to the Perimeters and Access to the Building ~~e~~construction that
16 is the subject of the Building permit application filed after
17 January 1, 1991.

18 (2) ~~These regulations shall apply to the Building~~
19 ~~construction to the extent that conditions relating to the~~
20 ~~Perimeters and Access to the Buildings were not imposed as part~~
21 ~~of the approval of the parcel map or tentative map.~~

22 (e) ~~At the discretion of the Local Jurisdiction, and subject to~~
23 ~~any requirements imposed by the Local Jurisdiction to ensure~~
24 ~~reasonable ingress, egress, and capacity for evacuation and~~
25 ~~emergency response during a Wildfire, these regulations shall~~
~~not apply to the reconstruction or repair of a Building due to a~~

1 ~~wildfire, subject to the following:~~

2 ~~(1) this exemption shall not apply if the reconstruction or~~
3 ~~repair encroaches on the minimum setback requirements in §~~

4 1276.01 Building and Parcel Siting and Setbacks;

5 ~~(2) this exemption shall not apply if the reconstruction or~~
6 ~~repair changes the use of the Building or Buildings that had~~
7 ~~existed previously;~~

8 ~~(3) nothing in this subsection shall be construed to alter~~
9 ~~the extent to which these regulations apply to the~~
10 ~~reconstruction or repair of a Building for reasons unrelated to~~
11 ~~a Wildfire; and~~

12 ~~(4) nothing in this subsection shall be construed to alter~~
13 ~~the legal character of a Building reconstructed or repaired~~
14 ~~pursuant to this exemption.~~

15 ~~(d)~~ (c) Affected activities include, but are not limited to:

16 ~~(1) permitting or approval of new parcels, excluding lot~~
17 ~~line adjustments as specified in Government Code (GC) section~~
18 ~~66412(d);~~

19 ~~(2) application for a Building permit for new construction~~
20 ~~not relating to an existing Structure;~~

21 ~~(3) application for a use permit;~~

22 ~~(4) Road construction including construction of a Road that~~
23 ~~does not currently exist, or extension of an existing Road. These~~
24 ~~regulations do not apply to the creation of accessory or junior~~
25 ~~accessory dwelling units that comply with Government Code~~
sections 65852.2 or 65852.22, or any local ordinances enacted

1 thereunder, as applicable, including any local ordinances
2 requiring provisions for fire and life safety.

3 (ed) These regulations The standards in these regulations
4 applicable to Roads shall not apply to Roads used solely for
5 Agriculture, Agriculture, mining, or the management of
6 timberland and harvesting of forest products, or the planting,
7 growing, or harvesting of plants (including related activities
8 such as processing, storage, and transportation) for the
9 marketing of the resulting products.

10 (e) The applicable AHJ which approves or adopts construction
11 Development permits or maps shall provide the Director of the
12 California Department of Forestry and Fire Protection (CAL FIRE)
13 or their designee with notice of applications for Building
14 permits, tentative parcel maps, tentative maps, and installation
15 or use permits for construction or Development within the SRA.

16 (f) The Director or their designee may review and make fire
17 protection recommendations on applicable construction or
18 Development permits or maps provided by the Local Jurisdiction.

19 (g) This Subchapter shall not apply retroactively. The
20 requirements of this Subchapter shall apply when an approval or
21 adoption is sought for Building permits, tentative parcel maps,
22 tentative maps, and installation or use permits for construction
23 or Development within the scope of this Subchapter.

24 (h) The AHJ identified in subsection (e) shall not approve or
25 adopt any applicable construction or Development permit or map
unless an inspection has been made in accordance with this

1 Subchapter and it has been determined that the applicable
2 sections of this Subchapter are satisfied.

3 (i) Activities within the scope of this Subchapter shall be
4 subject to the regulations in effect at the time of the
5 activity's approval.

6 This Subchapter shall be applied as follows:

7 (a) the Local Jurisdictions shall provide the Director of
8 the California Department of Forestry and Fire Protection (CAL
9 FIRE) or their designee with notice of applications for Building
10 permits, tentative parcel maps, tentative maps, and installation
11 or use permits for construction or Development within the SRA.

12 (b) the Director or their designee may review and make fire
13 protection recommendations on applicable construction or
14 Development permits or maps provided by the Local Jurisdiction.

15 (c) the Local Jurisdiction shall ensure that the applicable
16 sections of this Subchapter become a condition of approval of
17 any applicable construction or Development permit or map.

18 Note: Authority cited: Section 4290, Public Resources Code.

19 Reference: Sections 4290 and 4291, Public Resources Code.

20 § 1270.0304 Provisions for Application of these Regulations

21 This Subchapter shall be applied as follows:

22 (a) the Local Jurisdictions shall provide the Director of
23 the California Department of Forestry and Fire Protection (CAL
24 FIRE) or their designee with notice of applications for Building
25 permits, tentative parcel maps, tentative maps, and installation

1 or use permits for construction or Development within the SRA.

2 (b) the Director or their designee may review and make fire
3 protection recommendations on applicable construction or
4 Development permits or maps provided by the Local Jurisdiction.

5 (c) the Local Jurisdiction shall ensure that the applicable
6 sections of this Subchapter become a condition of approval of
7 any applicable construction or Development permit or map.

8 Note: Authority cited: Section 4290, Public Resources Code.

9 Reference: Sections 4290 and 4291, Public Resources Code.

10 ese Regulations

11 § 1270.0405. Local Regulations Ordinances.

12 (a) These regulations shall serve as the minimum Wildfire
13 protection standards applied in SRA and VHFHSZ. However, these
14 regulations do not supersede local regulations which equal or
15 exceed the standards of this Subchapter. Nothing contained in
16 these regulations shall be considered as abrogating the
17 provisions of any ordinance, rule, or regulation of any state or
18 Local Jurisdiction provided that such ordinance, rule,
19 regulation or general plan element is equal to or more stringent
20 than these minimum standards.

21 (b) A local regulation equals or exceeds a minimum standard of
22 this Subchapter only if, at a minimum, the local regulation also
23 fully complies with the corresponding minimum standard in this
24 Subchapter. The Board may certify local ordinances as equaling
25 or exceeding these regulations when they provide the same

1 Practical Effect.

2 (c) A Local Jurisdiction shall not apply exemptions to these
3 regulations that are not enumerated in this Subchapter.

4 Exceptions requested and approved in conformance with § 1270.06
5 (Exceptions to Standards) may be granted on a case-by-case
6 basis. Counties may submit their local ordinances for
7 certification via email to the Board.

8 (d) A Local Jurisdiction or Fire Authority may notify the Board
9 upon commencement of any revisions to relevant local
10 regulations. The Board may provide technical assistance to the
11 agency during the revision drafting process. The Board's
12 certification of local ordinances pursuant to this section is
13 rendered invalid when previously certified ordinances are
14 subsequently amended by Local Jurisdictions without Board re-
15 certification of the amended ordinances. The Board's regulations
16 supersede the amended local ordinance(s) when the amended local
17 ordinance(s) are not re certified by the Board. Amendments made
18 by Local Jurisdictions to previously certified ordinances shall
19 be submitted for re certification.

20 (e) The Local Jurisdiction or Fire Authority may submit their
21 draft regulation to the Board at least 90 days before the first
22 meeting of the Local Jurisdiction or Fire Authority at which the
23 proposed draft will be presented to the public.

24 (f) The Board may provide recommendations on the draft within 60
25 days.

(g) Notwithstanding a local regulation that equals or exceeds

1 the State Minimum Fire Safe Regulations, Building ~~construction~~
2 shall comply with the State Minimum Fire Safe Regulations.

3 Note: Authority cited: Section 4290, Public Resources Code.

4 Reference: Sections 4290 and 4291, Public Resources Code.

5
6 § 1270.056. Inspections.

7 Inspections shall conform to the following requirements:

8 (a) Inspections in the SRA shall be made by the AHJ which may
9 be:

10 (1) the Director, or

11 (2) A local agency Local Jurisdiction Local Jurisdictions

12 that ~~has~~ assumed state fire protection responsibility on SRA
13 lands, or

14 (3) A local agency Local Jurisdiction Local Jurisdictions

15 where the inspection duties have been formally delegated by ~~CAL~~
16 ~~FIRE~~ the Director to the local agency Local Jurisdiction Local
17 Jurisdiction, pursuant to subsection (b).

18 (b) The Director may delegate inspection authority to a local A
19 local agency Local Jurisdiction Local Jurisdiction subject to
20 all of the following criteria:

21 (1) The local agency Local Jurisdiction Local Jurisdiction
22 represents that they have appropriate resources to perform the
23 delegated inspection authority.

24 (2) The local agency Local Jurisdiction Local Jurisdiction
25 acknowledges that CAL FIRE's authority under subsection (d)
shall not be waived or restricted.

1 (3) The local agency ~~Local Jurisdictions~~ Local
2 ~~Jurisdiction~~ consents to the delegation of inspection authority.

3 (4) The Director may revoke the delegation at any time.

4 (5) The delegation of inspection authority, and any
5 subsequent revocation of the delegation, shall be documented in
6 writing, and retained on file at the CAL FIRE Unit headquarters
7 that administers SRA fire protection in the area. ~~Local~~
8 ~~Jurisdiction~~.

9 Inspections made under 14 CCR § 1270.05(a)(2) or 14 CCR §
10 1270.05(a)(3) shall occur only when these regulations are
11 incorporated into local ordinance in one of the following
12 manners:

13 (1) these regulations have been incorporated verbatim or by
14 reference into that jurisdiction's permitting or approval
15 process for the activities described in 14 CCR § 1270.02; or
16 (2) the local ordinances have been certified pursuant to 14 CCR
17 § 1270.04;

18 (c) Inspections in the VHFHSZ shall be made by the appropriate
19 ~~local AHJ Local Jurisdiction or Fire Authority~~ Local
20 ~~Jurisdiction~~. Nothing in this section abrogates CAL FIRE's
21 authority to inspect and enforce state forest and fire laws even
22 when the inspection duties have been delegated pursuant to this
23 section.

24 (d) Nothing in this section abrogates CAL FIRE's authority to
25 inspect and enforce state forest and fire laws in the SRA even
when the inspection duties have been delegated pursuant to this

1 section. Reports of violations shall be provided to the CAL FIRE
2 Unit headquarters that administers SRA fire protection in the
3 Local Jurisdiction.

4 (e) Reports of violations within the SRA shall be provided to
5 the CAL FIRE Unit headquarters that administers SRA fire
6 protection in the Local Jurisdiction. When inspections are
7 conducted, they shall occur prior to: the issuance of the use
8 permit or certificate of Occupancy; the recordation of the
9 parcel map or final map; the filing of a notice of completion;
10 or the final inspection of any project or Building permit.

11 (f) When inspections are conducted, they shall occur prior to:
12 the issuance of the use permit or certificate of Occupancy; the
13 recordation of the parcel map or final map; the filing of a
14 notice of completion; or the final inspection of any project or
15 Building permit.

16 (f) Inspections conducted by the Director shall be limited to
17 confirming compliance with the State Minimum Fire Safe
18 Regulations. Inspections conducted by The local AHJ the Local
19 Jurisdiction or Fire Authority shall confirm compliance with the
20 State Minimum Fire Safe Regulations and may = A Local
21 Jurisdiction may, in its discretion, conduct additional
22 inspections with respect to a local regulation that equals or
23 exceeds the State Minimum Fire Safe Regulations.

24 (g) The AHJ Local Jurisdiction shall ensure that any applicable
25 Building Construction complies with the applicable sections of
this Subchapter.

1 Note: Authority cited: Section 4290, Public Resources Code.
2 Reference: Sections 4102, 4119, 4125, 4290 and 4291, Public
3 Resources Code.

4

5 § 1270.067. Exceptions to Standards.

6 (a) The requirements in this section apply to requests for
7 Exceptions from the standards in the State Minimum Fire Safe
8 Regulations.

9 (ba) Upon request by the applicant, and at the discretion of the
10 AHJ, an eExceptions to a standards within this sSubchapter or
11 to Local Jurisdiction certified ordinances may be considered
12 granted allowed allowed by the AHJ inspection entity inspection
13 entity in accordance with listed in § 1270.05 (Inspections)
14 where the Exceptions provide the Same Practical Effect as these
15 regulations towards providing Defensible Space. where the
16 Exceptions provide the Same Practical Effect as these
17 regulations towards providing Defensible Space.

18 (1) Exceptions shall only be granted where the Exception
19 provides for Substantial Compliance with the minimum standards
20 provided in this Subchapter.

21 (2) Decisions on Exceptions considered granted granted by
22 the AHJ inspection entity Local Jurisdiction listed in 14 CCR §
23 1270.05 listed in 14 CCR § 1270.05, whether granted or denied,
24 shall be made on a case-by-case basis only, shall be in writing,
25 and shall be supported by Substantial Evidence. Decisions
Exceptions granted Exceptions granted by the AHJ inspection

1 ~~entity Local Jurisdiction listed in 14 CCR § 1270.05 listed in~~
2 ~~14 CCR § 1270.06 and all relevant documentation~~ shall be
3 forwarded to the ~~Board and the~~ appropriate CAL FIRE unit
4 ~~headquarters Unit Office~~ that administers SRA fire protection in
5 that ~~Local Jurisdiction, or the county in which the Local~~
6 ~~Jurisdiction is located Local Jurisdiction, or the county in~~
7 ~~which the Local Jurisdiction is located county. Decisions and~~
8 ~~all relevant documentation Exceptions shall be retained on file~~
9 ~~at both offices for a period of no less than five (5) years. and~~
10 ~~shall be retained on file at the Unit Office. and shall be~~
11 ~~retained on file at the Unit Office.~~

12 (b)(b) Requests for an ~~e~~Exception shall be made in writing to the
13 ~~AIJ inspection entity Local Jurisdiction listed in 14 CCR §~~
14 ~~1270.05 listed in 14 CCR § 1270.05~~ by the applicant or the
15 applicant's authorized representative.

16 (1) ~~At a minimum, the Exception At a minimum, the requests~~
17 shall state

18 (iA) ~~the specific section(s) for which an Exception is~~
19 ~~requested;~~

20 (iB) ~~material facts supporting the necessity for an~~
21 ~~Exception contention of the applicant, contention of the~~
22 ~~applicant;~~

23 (iC) ~~material facts demonstrating the proposed~~
24 ~~alternative mean(s) Substantially Complies with the State~~
25 ~~Minimum Fire Safe Regulation for which the Exception is~~
~~requested; the details of the Exception proposed, the~~

1 details of the Exception proposed; and, and

2 (iv) a map showing the proposed location and siting
3 of the Exception, including address or parcel number, as
4 applicable; and =

5 (E) any other information deemed relevant by the
6 applicant or applicant's representative.

7 (2) AHJs Local Jurisdictions Local Jurisdictions acting as
8 inspection entities pursuant to listed in listed in §

9 1270.05 (Inspections) may establish additional procedures
10 or requirements for Exception requests.

11 (edc) Where an Exception is not granted by the inspection
12 entity, the applicant may appeal such denial to the Local
13 Jurisdiction. Where an Exception is not granted by the
14 inspection entity, the applicant may appeal such denial to the
15 Local Jurisdiction. The decision by an AHJ not to consider an
16 Exception request may not be appealed. Decisions on Exception
17 requests considered by the AHJ, whether granted or denied,
18 decisions may be appealed to the local governmental body with
19 jurisdiction over the AHJ, which The Local Jurisdiction The
20 Local Jurisdiction may establish or utilize an appeal process
21 consistent with existing local Building or planning department
22 appeal processes.

23 (1) In addition to local requirements, the governmental
24 body hearing the appeal Local Jurisdiction shall consult with
25 the inspector inspection entity prior to making a determination
on an appeal.

1 (2) The inspector inspection entity shall provide
2 documentation demonstrating how the requested Exception does or
3 does not sSubstantially cComply with the standards in this
4 Subchapter. Before the Local Jurisdiction makes a determination
5 on an appeal, the inspection authority shall be consulted and
6 shall provide to that Local Jurisdiction documentation outlining
7 the effects of the requested Exception on Wildfire protection.

8 (d) Before the Local Jurisdiction makes a determination on an
9 appeal, the inspector shall be consulted and shall provide to
10 that Local Jurisdiction documentation outlining the effects of
11 the requested Exception on Wildfire protection.

12 (e) If an appeal is granted, the Local Jurisdiction shall make
13 findings that the decision meets the intent of providing
14 Defensible Space consistent with these regulations. Such
15 findings shall include a statement of reasons for the decision.
16 A written copy of these findings shall be provided to the CAL
17 FIRE Unit headquarters that administers SRA fire protection in
18 that Local Jurisdiction. Where there is an appeal, If an appeal
19 is granted, the AJJ Local Jurisdiction governmental body hearing
20 the appeal shall make written findings of the Exception's
21 Substantial Compliance, as defined § 1270.01 (Definitions), with
22 the minimum standards in this Subchapter, supported by
23 Substantial Evidence. that the decision meets the intent of
24 providing Defensible Space consistent with these regulations.
25 Such findings shall include a written statement of reasons for
reversing overriding the decision of the inspector inspection

1 entity, if necessary applicable. A written copy of the written
2 these findings shall be provided to the Board and the CAL FIRE
3 Unit headquarters that administers SRA fire protection in that
4 area. Local Jurisdiction, or in the county in which the Local
5 Jurisdiction is located.

6 Note: Authority cited: Section 4290, Public Resources Code.

7 Reference: Sections 4290 and 4291, Public Resources Code.

8

9 § 1270.07. Distance Measurements.

10 All specified or referenced distances are measured along the
11 ground, unless otherwise stated.

12 Note: Authority cited: Section 4290, Public Resources Code.

13 Reference: Sections 4290 and 4291, Public Resources Code.

14

15 § 1270.08. Reconstruction and Repair After a Wildfire

16 (a) At the discretion of the AHJ, and subject to any
17 requirements imposed by the AHJ to ensure reasonable ingress,
18 egress, and capacity for evacuation and emergency response
19 during a Wildfire, these regulations shall not apply to the
20 reconstruction or repair of a Building due to a Wildfire,
21 subject to the following:

22 (1) the reconstruction or repair shall not encroach on the
23 minimum setback requirements in § 1276.01 Building and Parcel

Siting and Setbacks;

24 (2) the reconstruction or repair shall not change the use
25 of the Building or Buildings that had existed previously;

1 (3) nothing in this subsection shall be construed to alter
2 the extent to which these regulations apply to the
3 reconstruction or repair of a Building for reasons unrelated to
4 a Wildfire; and

5 (4) nothing in this subsection shall be construed to alter
6 the legal character of a Building reconstructed or repaired
7 pursuant to this exemption.

8 (b) Access to Buildings being reconstructed or Repaired after a
9 Wildfire shall provide for at least one (1) fourteen (14) foot
10 Traffic Lane for a distance of at least twenty two (22) feet at
11 an interval of at least every 400 feet; provided, however, where
12 such Traffic Lanes are not possible due to physical site
13 limitations such as localized topography, slope stability or
14 soil conditions, Access shall provide for locations for vehicles
15 to pass each other, or for one vehicle to pull off the Road so
16 the another may pass, at reasonable intervals.

17 Note: Authority cited: Section 4290, Public Resources Code.

18 Reference: Sections 4290 and 4291, Public Resources Code.

19 **S 1271.00. Definitions.**

20 **Agriculture:** Land used for agricultural purposes as defined in a
21 Local Jurisdiction's zoning ordinances.

22 **Building:** Any Structure used or intended for supporting or
23 sheltering any use or occupancy, except Utility and
24 Miscellaneous Group U Buildings.

25 **CAL FIRE:** California Department of Forestry and Fire Protection.

1 ~~Dead end Road: A Road that has only one point of vehicular
2 ingress/egress, including cul de sacs and looped Roads.~~

3 ~~Defensible space: The area within the perimeter of a parcel,
4 Development, neighborhood or community where basic wildland fire
5 protection practices and measures are implemented, providing the
6 key point of defense from an approaching Wildfire or defense
7 against encroaching Wildfires or escaping Structure fires. The
8 perimeter as used in this regulation is the area encompassing
9 the parcel or parcels proposed for construction and/or
10 Development, excluding the physical Structure itself. The area
11 is characterized by the establishment and maintenance of
12 emergency vehicle access, emergency water reserves, Road names
13 and Building identification, and fuel modification measures.~~

14 ~~Development: As defined in section 66418.1 of the California
15 Government Code.~~

16 ~~Director: Director of the Department of Forestry and Fire
17 Protection or their designee.~~

18 ~~Driveway: A vehicular access that serves up to two (2) parcels
19 with no more than two (2) Residential Units and any number of
20 non commercial or industrial Buildings on each parcel.~~

21 ~~Distance Measurements: All specified or referenced distances are
22 measured along the ground, unless otherwise stated.~~

23 ~~EXCEPTION: An alternative to the specified standard requested by
24 the applicant that may be necessary due to health, safety,
25 environmental conditions, physical site limitations or other
limiting conditions, such as recorded historical sites, that~~

1 ~~provides mitigation of the problem.~~

2 ~~Fire valve: see hydrant.~~

3 ~~Fuel modification area: An area where the volume of flammable~~
4 ~~vegetation has been reduced, providing reduced fire intensity~~
5 ~~and duration.~~

6 ~~Greenbelts: A facility or land use, designed for a use other~~
7 ~~than fire protection, which will slow or resist the spread of a~~
8 ~~wildfire. Includes parking lots, irrigated or landscaped areas,~~
9 ~~golf courses, parks, playgrounds, maintained vineyards, orchards~~
10 ~~or annual crops that do not cure in the field.~~

11 ~~Hammerhead/T: A Road or Driveway that provides a "T" shaped,~~
12 ~~three-point turnaround space for emergency equipment, being no~~
13 ~~narrower than the Road that serves it.~~

14 ~~Hydrant: A valved connection on a water supply or storage~~
15 ~~system, having either one two and a half (2 1/2) inch or one~~
16 ~~four and a half (4 1/2) inch outlet, with male American National~~
17 ~~Fire Hose Screw Threads (NH), used to supply Fire Apparatus and~~
18 ~~hoses with water.~~

19 ~~Local Jurisdiction: Any county, city/county agency or~~
20 ~~department, or any locally authorized district that issues or~~
21 ~~approves Building permits, use permits, tentative maps or~~
22 ~~tentative parcel maps, or has authority to regulate Development~~
23 ~~and construction activity.~~

24 ~~Occupancy: The purpose for which a Building, or part thereof, is~~
25 ~~used or intended to be used.~~

26 ~~One way Road: A minimum of one traffic lane width designed for~~

1 ~~traffic flow in one direction only.~~

2 ~~Residential unit: Any Building or portion thereof which contains~~
3 ~~living facilities, including provisions for sleeping, eating,~~
4 ~~cooking and/or sanitation for one or more persons. Manufactured~~
5 ~~homes, mobilehomes, and factory built housing are considered~~
6 ~~Residential Units for the purposes of mandatory measures~~
7 ~~required in 14 CCR § 1270.01(c).~~

8 ~~Road: Vehicular access to more than two (2) parcels; more than~~
9 ~~four (4) Residential Units; or access to any industrial or~~
10 ~~commercial Occupancy. Includes public and private streets and~~
11 ~~lanes.~~

12 ~~Road or Driveway Structures: Bridges, culverts, and other~~
13 ~~appurtenant Structures which supplement the traffic lane or~~
14 ~~Shoulders.~~

15 ~~Same Practical Effect: As used in this subchapter, means an~~
16 ~~Exception or alternative with the capability of applying~~
17 ~~accepted wildland fire suppression strategies and tactics, and~~
18 ~~provisions for fire fighter safety, including:~~

19 ~~(a) access for emergency wildland fire equipment,~~
20 ~~(b) safe civilian evacuation,~~
21 ~~(c) signing that avoids delays in emergency equipment response,~~
22 ~~(d) available and accessible water to effectively attack~~
23 ~~Wildfire or defend a Structure from Wildfire, and~~
24 ~~(e) fuel modification sufficient for civilian and fire fighter~~
25 ~~safety.~~

26 ~~Shoulder: Vehicular access adjacent to the traffic lane.~~

1 ~~State Board of Forestry and Fire Protection (Board): As defined~~
2 ~~in Public Resources Code section 730.~~

3 ~~State Responsibility Area (SRA): As defined in Public Resources~~
4 ~~Code sections 4126 4127; and the California Code of Regulations,~~
5 ~~title 14, division 1.5, chapter 7, article 1, sections 1220~~
6 ~~1220.5.~~

7 ~~Structure: That which is built or constructed, an edifice or~~
8 ~~Building of any kind, or any piece of work artificially built up~~
9 ~~or composed of parts joined together in some definite manner.~~

10 ~~Subdivision: As defined in section 66424 of the Government Code.~~

11 ~~Traffic lane: The portion of a Road or Driveway that provides a~~
12 ~~single line of vehicle travel.~~

13 ~~Turnaround: A Road or Driveway, unobstructed by parking, which~~
14 ~~allows for a safe opposite change of direction for emergency~~
15 ~~equipment. Design of such area may be a hammerhead/T or terminus~~
16 ~~bulb.~~

17 ~~Turnouts: A widening in a Road or Driveway to allow vehicles to~~
18 ~~pass.~~

19 ~~Utility and Miscellaneous Group U Building: A Structure of an~~
20 ~~accessory character or a miscellaneous Structure not classified~~
21 ~~in any specific Occupancy permitted, constructed, equipped, and~~
22 ~~maintained to conform to the requirements of Title 24,~~
23 ~~California Building Standards Code.~~

24 ~~Vertical clearance: The minimum specified height of a bridge or~~
25 ~~overhead projection above the Road or Driveway.~~

26 ~~Wildfire: As defined in Public Resources Code Section 4103 and~~

1 ~~4104.~~

2 Note: Authority cited: Section 4290, Public Resources Code.

3 Reference: Sections 4290 and 4291, Public Resources Code.

4

5 Article 2. ~~Emergency Access~~ Ingress and Egress

6 § 1273.00. Purpose and Application ~~Intent~~ Intent.

7 ~~Roads and Driveways, whether public or private, unless exempted~~

8 ~~under 14 CCR § 1270.02(d), shall provide for safe access for~~

9 ~~emergency Wildfire equipment and civilian evacuation~~

10 ~~concurrently, and shall provide unobstructed traffic circulation~~

11 ~~during a Wildfire emergency consistent with 14 CCR §§ 1273.00~~

12 ~~through 1273.09.~~ (a) Access to Building Construction shall

13 provide for concurrent Fire Apparatus ingress and civilian

14 evacuation, and shall provide unobstructed traffic circulation

15 during a Wildfire, as set forth in this Article. ~~New Roads, and~~

16 ~~driveways, and Road or Driveway Structures, whether public or~~

17 ~~private, unless exempted under s 1270.03(b)-(e) (Scope~~

18 ~~Exemptions~~ 14 CCR 1270.02(c), shall provide for concurrent Fire

19 ~~Apparatus ingress and safe access for emergency Wildfire~~

20 ~~equipment and civilian evacuation concurrently, and shall~~

21 ~~provide unobstructed traffic circulation during a Wildfire~~

22 ~~emergency consistent with 14 CCR §§ 1273.00 through 1273.09, as~~

23 ~~set forth in this Article.~~

24 (b) The provisions of this Article and Article 3 (Signing and

25 ~~Building Numbering~~ shall apply to all New Roads, New Driveways,

~~New elevated surfaces, or New appurtenant surfaces. New Roads,~~

1 ~~Driveways, or Road or Driveway Structures,~~

2 ~~(c) the provisions of this Article and Article 3 (Signing and~~

3 ~~Building Numbering) shall further apply to all Existing Roads,~~

4 ~~Driveways, or Road or Driveway Structures within a Perimeter.~~

5 ~~(c) The provisions of this Article and Article 3 (Signing and~~

6 ~~Building Numbering) shall further apply to any Existing Road,~~

7 ~~Existing Driveway, Existing elevated surfaces, or Existing~~

8 ~~appurtenant surfaces, as described in these regulations, Road or~~

9 ~~Driveway Structure that provides Access to the following types~~

10 ~~of Building cConstruction in the SRA high or very high fire~~

11 ~~hazard severity zones, as specified in 14 CCR § 1280.01, or~~

12 ~~VIFHSZ: which includes~~

13 ~~(1) the permitting or approval of three (3) or more nNew~~

14 ~~parcels, excluding lot line adjustments as specified in~~

15 ~~Government Code (GC) section 66412(d); or~~

16 ~~(2) an application for a change of zoning which proposes to~~

17 ~~increase zoning intensity or density; or~~

18 ~~(3) an application for a change in use permit which~~

19 ~~proposes to increase use intensity or density.~~

20 ~~(d) Notwithstanding any other provision in this Subchapter,~~

21 ~~Building construction is prohibited where Access is provided by~~

22 ~~a Road that does not meet the minimum requirements in § 1273.12~~

23 ~~(Standards for Existing Roads).~~

24 Note: Authority cited: Section 4290, Public Resources Code.

25 Reference: Sections 4290 and 4291, Public Resources Code.

1 § 1273.01. Horizontal and Vertical Curves / Curb Radii at

2 Intersections Width. Width

3 (a) No Road or appurtenant surface Road Structure shall have a
4 horizontal inside radius of curvature (measured from the
5 centerline of the inside lane) of less than fifty (50) feet,
6 except as provided for in subsections (b), (c), and (d).

7 (1) An additional four (4) feet of surface width shall be
8 added to the required widths in § 1273.05 (Road and Driveway
9 Traffic Lane Width and Clear Width) to curves of 50-100 feet
10 radius.

11 (2) One (1) foot of additional Road width shall be added to
12 curves of 100-200 feet, as illustrated on Figure 1 and Figure 2.

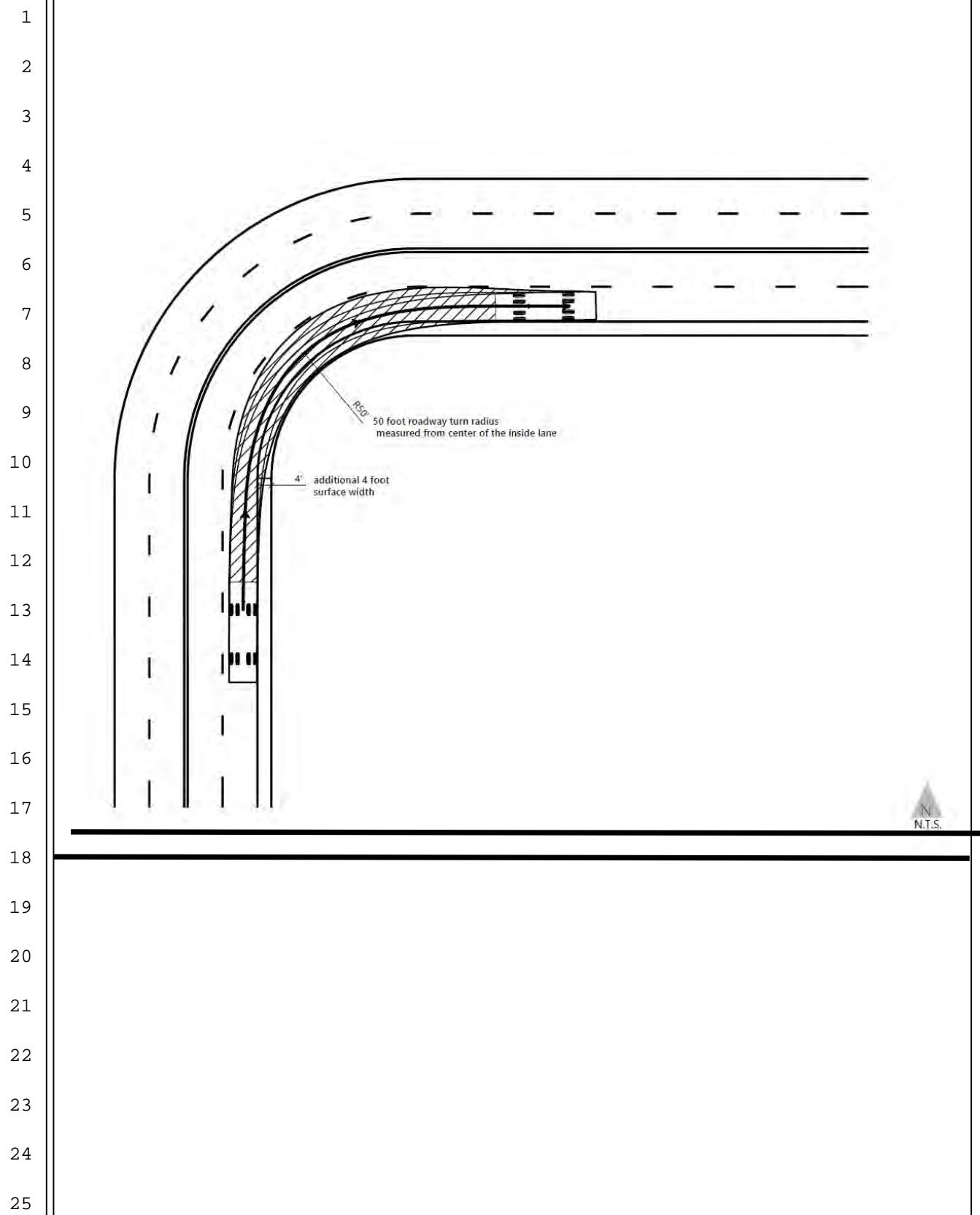
13 (3) Flexible posts may be placed within the required
14 radius.

15 (b) Where the operating speed of a Road is 15 miles per hour
16 (mph) or less, an alternative standard to subsection (a) based
17 on modeling performed by a Professional Engineer, as described
18 within the Professional Engineers Act (Chapter 7 of Division 3
19 of the Business and Professions Code), that demonstrates Fire
20 Apparatus can negotiate the proposed horizontal inside radius
21 satisfies the requirement of this section.

22 (c) At intersections where on-street parking and bike lanes may
23 be present or where width allows, smaller curb radii or curb
24 extensions to minimize pedestrian exposure and collision
25 severity are present, the effective turning radius shall not be
less than fifty (50) feet as illustrated in Figure 3 below.

1 (d) At intersections in areas without on street parking and/or
2 bike lanes where speeds approaching the intersection are less
3 than 15 mph; and traffic volumes on the receiving Road are less
4 than 120 vehicles per hour during either an evacuation event or
5 during the peak commute hour, whichever is a higher volume, curb
6 radii of twenty (20) feet based on modeling performed by a
7 Professional Engineer, as described within the Professional
8 Engineers Act (Chapter 7 of Division 3 of the Business and
9 Professions Code), that demonstrates Fire Apparatus can
10 negotiate the proposed horizontal inside radius as illustrated
11 in Figure 4, satisfies the requirement of this section.

12 (e) The length of vertical curves of roads, exclusive of
13 gutters, ditches, and drainage structures designed to hold or
14 divert water, shall be not less than one hundred (100) feet.



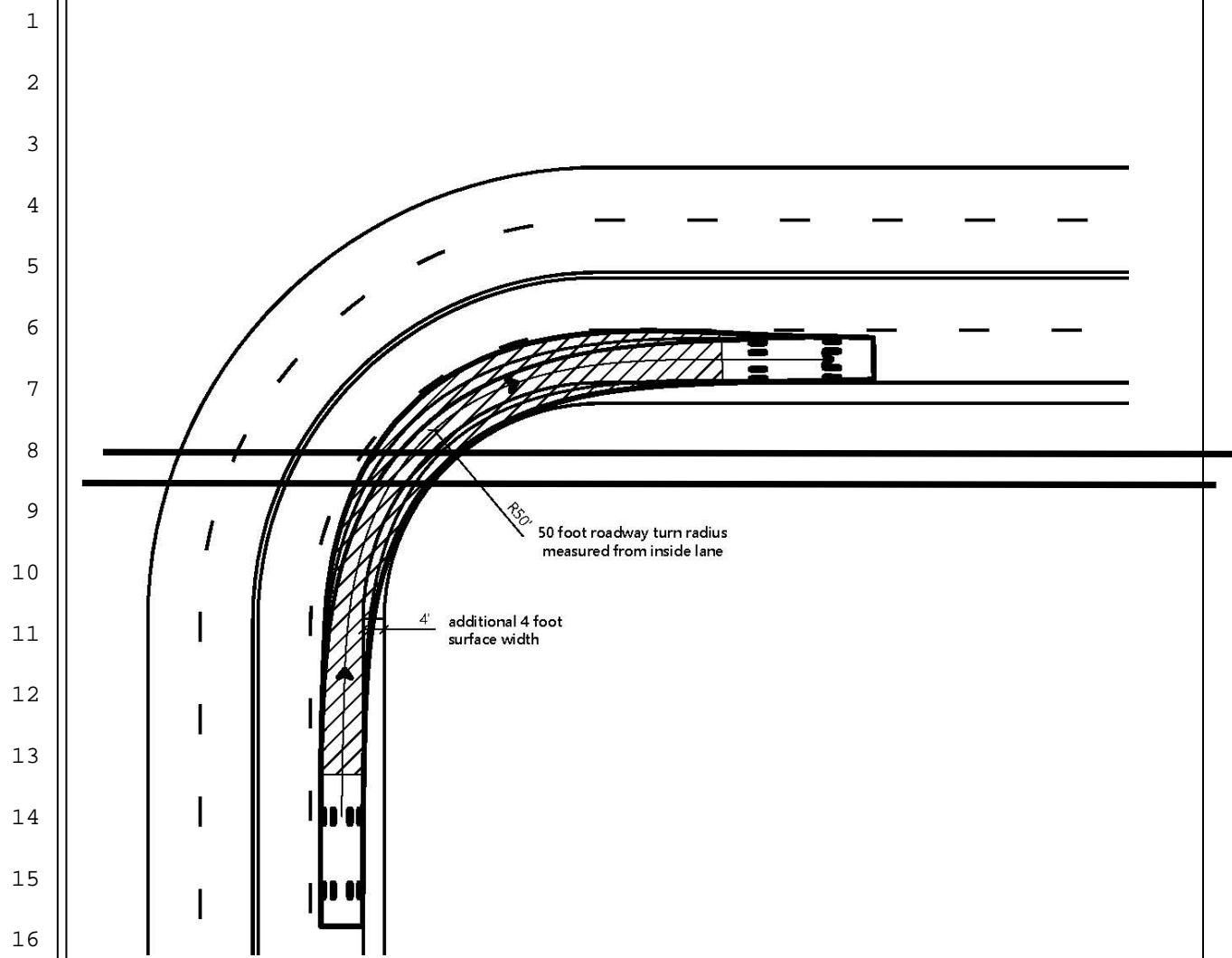
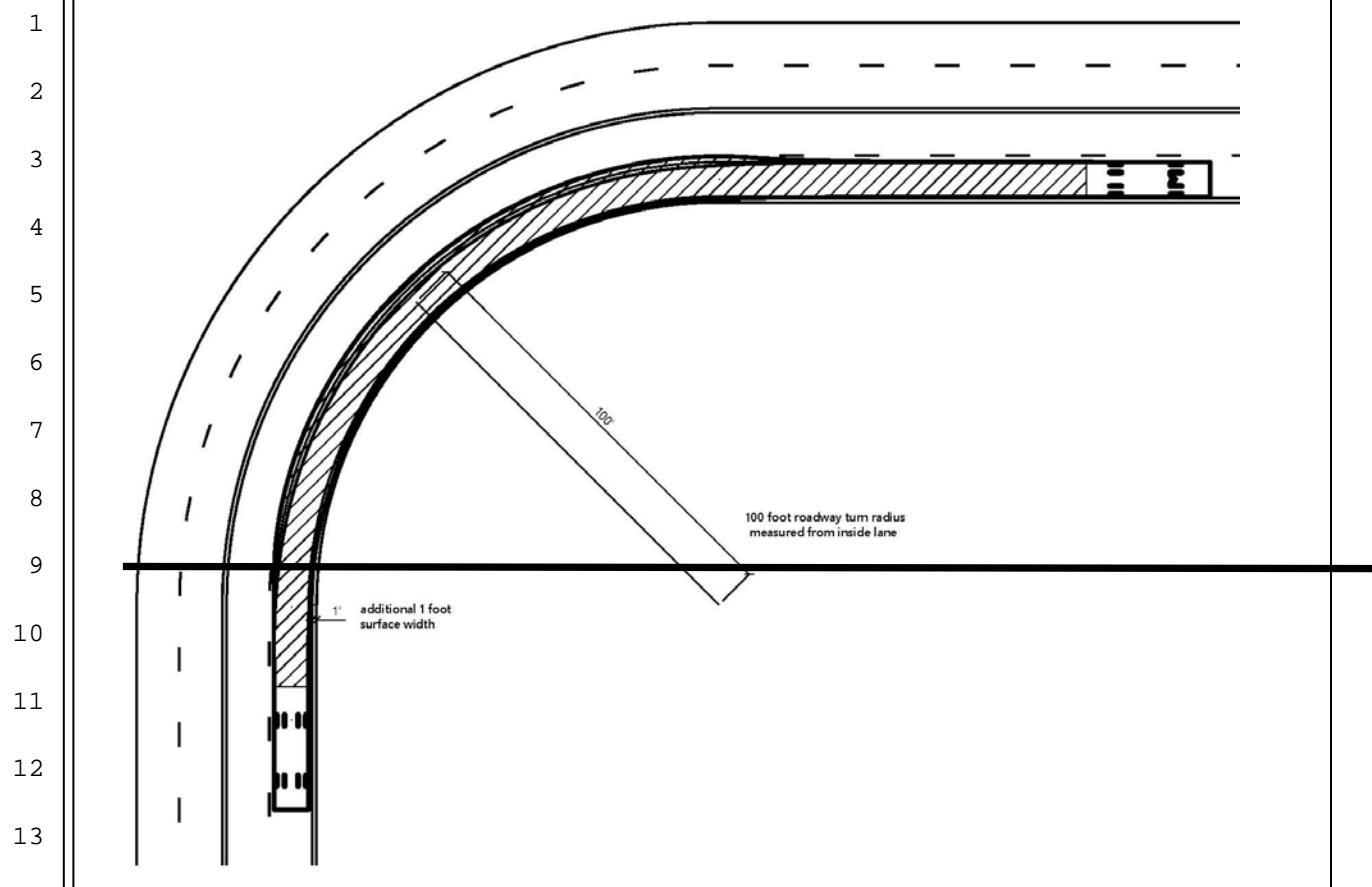


Figure 1
Effective Turning Radius for Horizontal Curvature with 50 Foot Radius



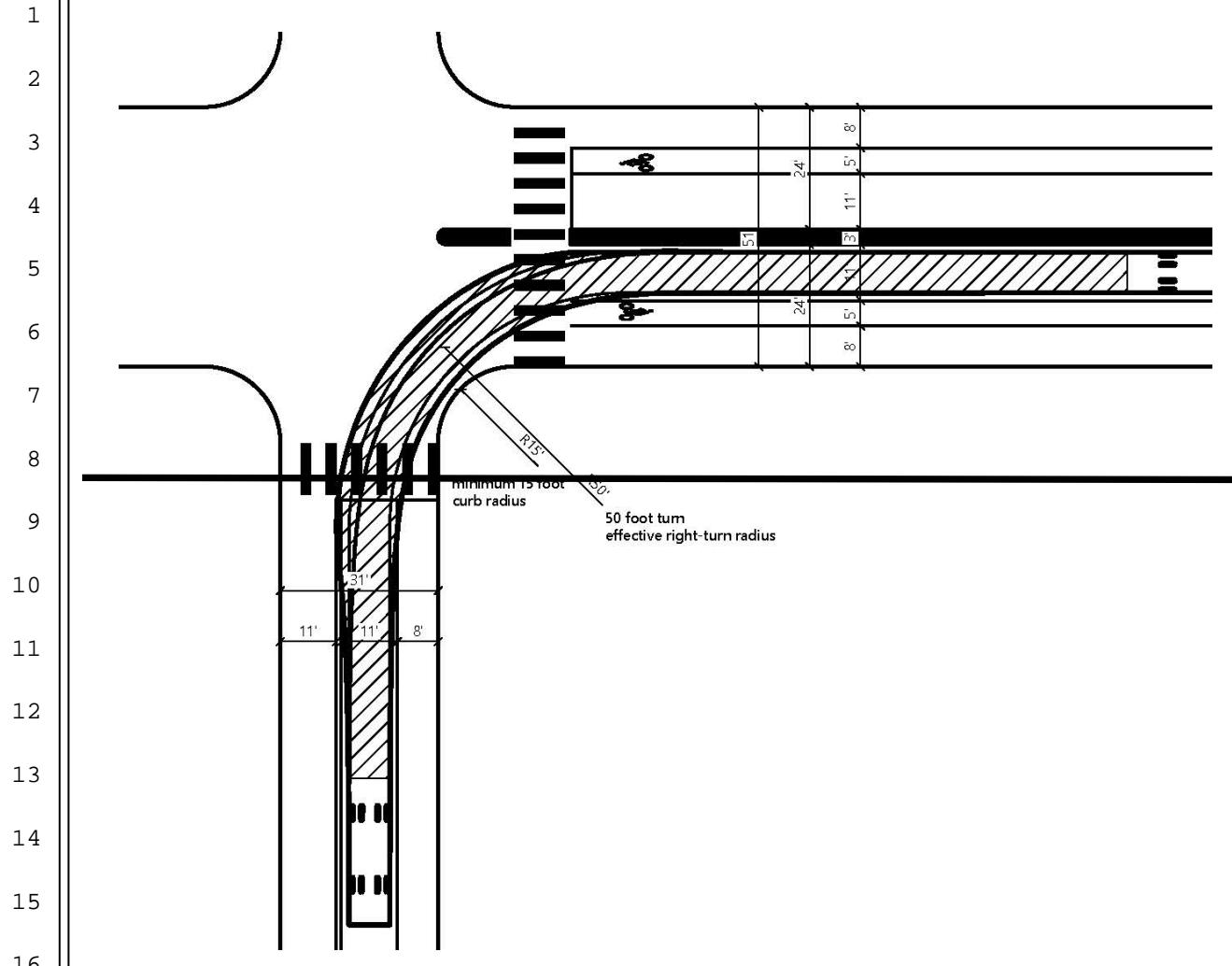


Figure 3

Effective Turning Radius for Intersections with Bike Lanes or Parking

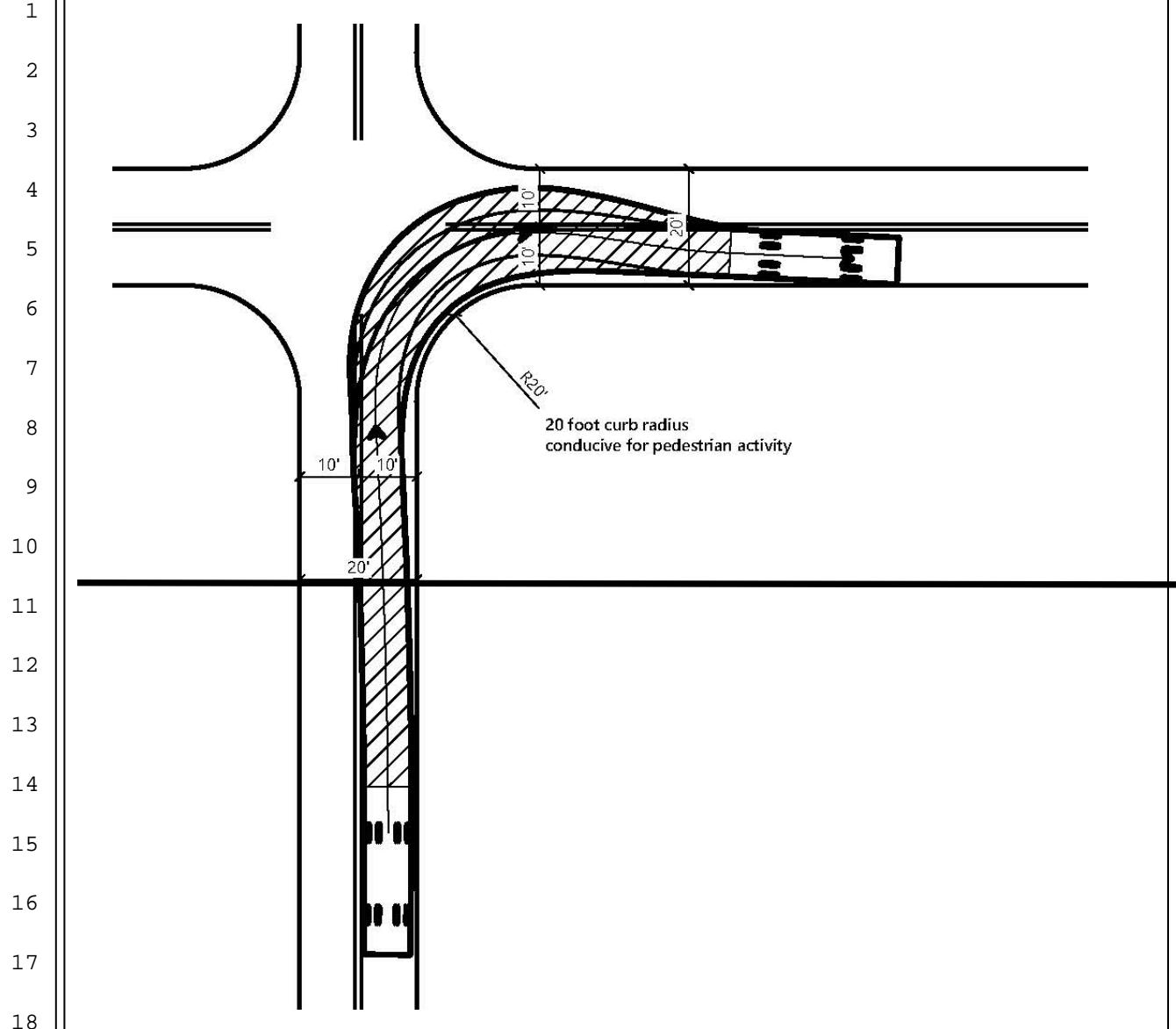


Figure 4
Effective Turning Radius for 20 Foot Wide Road Intersection

1 (a) All Roads shall be constructed to provide a minimum of two
2 ten (10) foot traffic lanes, not including Shoulder and
3 striping. These traffic lanes shall provide for two-way traffic
4 flow to support emergency vehicle and civilian egress, unless
5 other standards are provided in this article or additional
6 requirements are mandated by Local Jurisdictions or local
7 subdivision requirements. Vertical clearances shall conform to
8 the requirements in California Vehicle Code section 35250.

9 (b) All One-way Roads shall be constructed to provide a minimum
10 of one twelve (12) foot traffic lane, not including Shoulders.
11 The Local Jurisdiction may approve One-way Roads.

12 (1) All One-way Roads shall, at both ends, connect to a Road
13 with two traffic lanes providing for travel in different
14 directions, and shall provide access to an area currently zoned
15 for no more than ten (10) Residential Units.

16 (2) In no case shall a One-way Road exceed 2,640 feet in length.
17 A turnout shall be placed and constructed at approximately the
18 midpoint of each One-way Road.

19 (c) All Driveways shall be constructed to provide a minimum of
20 one (1) ten (10) foot traffic lane, fourteen (14) feet
21 unobstructed horizontal clearance, and unobstructed vertical
22 clearance of thirteen feet, six inches (13' 6").

23 (a) All Roads shall be constructed to provide a minimum of two
24 ten (10) foot traffic lanes, not including Shoulder and
25 striping. These traffic lanes shall provide for two-way traffic
flow to support emergency vehicle and civilian egress, unless

1 other standards are provided in this article or additional
2 requirements are mandated by Local Jurisdictions or local
3 subdivision requirements. Vertical clearances shall conform to
4 the requirements in California Vehicle Code section 35250.

5 (b) All One-way Roads shall be constructed to provide a minimum
6 of one twelve (12) foot traffic lane, not including Shoulders.

7 The Local Jurisdiction may approve One-way Roads.

8 (1) All One-way Roads shall, at both ends, connect to a Road
9 with two traffic lanes providing for travel in different
10 directions, and shall provide access to an area currently zoned
11 for no more than ten (10) Residential Units.

12 (2) In no case shall a One-way Road exceed 2,640 feet in length.
13 A turnout shall be placed and constructed at approximately the
14 midpoint of each One-way Road.

15 (c) All Driveways shall be constructed to provide a minimum of
16 one (1) ten (10) foot traffic lane, fourteen (14) feet
17 unobstructed horizontal clearance, and unobstructed vertical
18 clearance of thirteen feet, six inches (13' 6").

19 Note: Authority cited: Section 4290, Public Resources Code.

20 Reference: Sections 4290 and 4291, Public Resources Code.

21 § 1273.02. Road and Driveway Surfaces.

22 (a) Roads and appurtenant driving surfaces that supplement the
23 Traffic Lane shall be designed and maintained to be designed and
24 maintained to support the imposed load of ~~fire~~ ^{Fire} ~~Apparatus~~
25 weighing ~~at least~~ ^{at least} 75,000 pounds., and provide an

1 aggregate base. and provide an aggregate base. The surface
2 material of the Road shall be non erodible (including, but not
3 limited to, a binding agent, gravel, lime slurry, or pavement)
4 and designed to support the required weight at all times,
5 including during saturated soil conditions.

6 (b) Driveways and and appurtenant driving surfaces that
7 supplement the Driveway Road and Driveway Structures Road and
8 Driveway Structures shall be designed and maintained to be
9 designed and maintained to support at least 36,000 40,000
40,000 pounds.

10 (c) The Pproject proponent shall provide certified engineered
11 engineering engineering specifications to support the Road or
12 Driveway design, if requested by the Local Jurisdiction AHJ
13 Local authority having jurisdiction.

14 Note: Authority cited: Section 4290, Public Resources Code.

15 Reference: Sections 4290 and 4291, Public Resources Code.

17 § 1273.03. Bridges or Elevated Structures on Roads and
18 Driveways. Grades. Grades.

19 (a) Signage in conformance with the requirements in Article 3
20 (Signage and Building Numbering), shall reflect the capability
21 of each New bridge or elevated Structure, including but not
22 limited to weight or vertical clearance limitations, One way
23 Road or single Traffic Lane conditions, or bridge weight rating
24 limits.

25 (b) New Bridges and elevated Structures shall be designed and

1 constructed to accommodate a gross vehicle weight rating of
2 75,000 pounds. If an Existing Bridge or elevated Structure
3 provides Access to Building Construction, Vehicle load limits
4 shall be posted at both entrances to bridges when the weight
5 rating is less than 75,000 pounds.

6 (1) Bridges or elevated Structures may support a maximum
7 weight of less than 75,000 pounds if the Fire Authority verifies
8 that the Fire Apparatus most likely to be used will be under the
9 maximum load weight of the bridge.

10 (2) If the bridge or elevated Structure is designed for a
11 lower weight, then it shall be identified through signing as
12 required in Article 3 (Signing and Building Numbering). In no
13 case shall the bridge or elevated Structure be designed to
14 support a weight below 36,000 pounds.

15 (c)(3) American Association of State Highway and Transportation
16 Officials (AASHTO) Standard Specifications for Highway Bridges,
17 17th Edition, published 2002 (known as AASHTO HB 17), hereby
18 incorporated by reference, may be used to confirm that a New
19 bridge or elevated Structure meets the weight rating of 75,000
20 pounds if the bridge or elevated Structure is in lieu of total
21 vehicle weight if bridges and elevated Structures are designed
22 and certified by a Professional Engineer, as described within
23 the Professional Engineers Act (Chapter 7 of Division 3 of the
24 Business and Professions Code).

25 (ed) Where elevated Structures surfaces designed for Fire
Apparatus use are adjacent to surfaces which are not designed

1 ~~for such use, barriers, signs, and/or other distinguishing~~
2 ~~features, as approved by the AHJ Local Jurisdiction, shall be~~
3 ~~installed and maintained.~~

4 (de) ~~Notwithstanding the above requirements, a bridge or~~
5 ~~elevated Structure with only one Traffic Lane satisfies the~~
6 ~~requirements of this section so long as it provides for~~
7 ~~unobstructed visibility from one end to the other and Turnouts~~
8 ~~at both ends. Bridges or elevated Structures with only one~~
9 ~~Traffic Lane shall be consistent with requirements outlined in §~~
10 ~~1273.05 (Road and Driveway Traffic Lane Width and Clear Width).~~

11 (ef) ~~New Bridges and elevated Structures shall be constructed of~~
12 ~~non-combustible materials.~~

13 (a) ~~At no point shall the grade for all Roads and Driveways~~
14 ~~exceed 16 percent.~~

15 (b) ~~The grade may exceed 16%, not to exceed 20%, with approval~~
16 ~~from the local authority having jurisdiction and with~~
17 ~~mitigations to provide for Same Practical Effect.~~

18 (a) ~~At no point shall the grade for all Roads and Driveways~~
19 ~~exceed 16 percent.~~

20 (b) ~~The grade may exceed 16%, not to exceed 20%, with approval~~
21 ~~from the Local Jurisdiction and with mitigations to provide for~~
22 ~~Same Practical Effect.~~

23 Note: Authority cited: Section 4290, Public Resources Code.

24 Reference: Sections 4290 and 4291, Public Resources Code.

1 § 1273.04. Road and Driveway Grades. Radius.

2 (a) The grades for all New Roads and New Driveways shall not
3 exceed sixteen (16) percent.

4 (b) Notwithstanding subsection (a), Road or Driveway grades of
5 16 to 20 percent satisfy the requirements of this section if the
6 New Road or New Driveway has been treated to prevent slippage
7 (including, but not limited to, aggregate treatments, binding
8 agents, and/or paving) and scraping.

9 (c) Grade transitions on New Roads and New Driveways shall be
10 constructed and designed to accommodate maximum approach and
11 departure angles of twelve (12) degrees.

13 (a) No Road or Road Structure shall have a horizontal inside
14 radius of curvature of less than fifty (50) feet. An additional
15 surface width of four (4) feet shall be added to curves of 50-
16 100 feet radius; two (2) feet to those from 100-200 feet.

17 (b) The length of vertical curves in Roadways, exclusive of
18 gutters, ditches, and drainage Structures designed to hold or
19 divert water, shall be not less than one hundred (100) feet.

20 (a) No Road or Road Structure shall have a horizontal inside
21 radius of curvature of less than fifty (50) feet. An additional
22 surface width of four (4) feet shall be added to curves of 50-
23 100 feet radius; two (2) feet to those from 100-200 feet.

24 (b) The length of vertical curves in Roadways, exclusive of
25 gutters, ditches, and drainage Structures designed to hold or

1 divert water, shall be not less than one hundred (100) feet.

2 Note: Authority cited: Section 4290, Public Resources Code.

3 Reference: Sections 4290 and 4291, Public Resources Code.

4

5 § 1273.05. Road and Driveway Traffic Lane Width and Clear Width

6 Turnarounds. Turnarounds.

7 (a) All New bidirectional Roads shall provide a minimum of two
8 ten (10) foot Traffic Lanes, not including Shoulders or
9 striping. Where topographic or other limitations require the two
10 Traffic Lanes to be constructed non-adjacently, each Traffic
11 Lane shall provide a minimum of twelve (12) feet.

12 (b) New bidirectional Roads with a center median shall maintain
13 a Clear Width of 20 feet on either side of the median. This
14 Clear Width may include bike lanes, Shoulders, or flexible
15 barriers used as traffic calming devices or to delineate a
16 bicycle facility, or for other uses.

17 (c) All New One way Roads shall provide a minimum of one twelve
18 (12) foot Traffic Lane. New One-way Roads shall maintain a Clear
19 Width of 20 feet. This Clear Width may include bike lanes,
20 Shoulders, or flexible barriers used as traffic calming devices
21 or to delineate a bicycle facility, or for other uses.

22 (e) One way Roads shall maintain a Clear Width of 20 feet.
23 Bidirectional Roads with a center median shall maintain a Clear
24 Width of 20 feet on either side of the median. This Clear Width
25 may include bike lanes, Shoulders, or flexible barriers used as

1 ~~traffic calming devices or to delineate a bicycle facility, or~~
2 ~~for other uses.~~

3 (d) ~~All New Driveways shall be constructed to provide a minimum~~
4 ~~of one (1) ten (10) foot Traffic Lane, and fourteen (14) feet~~
5 ~~Clear Width, and unobstructed Vertical Clearance of thirteen~~
6 ~~feet, six inches (13' 6").~~

7 (a) Turnarounds are required on Driveways and Dead-end Roads.

8 (b) The minimum turning radius for a turnaround shall be forty
9 (40) feet, not including parking, in accordance with the figures
10 in 14 CCR §§ 1273.05(e) and 1273.05(f). If a hammerhead/T is
11 used instead, the top of the "T" shall be a minimum of sixty
12 (60) feet in length.

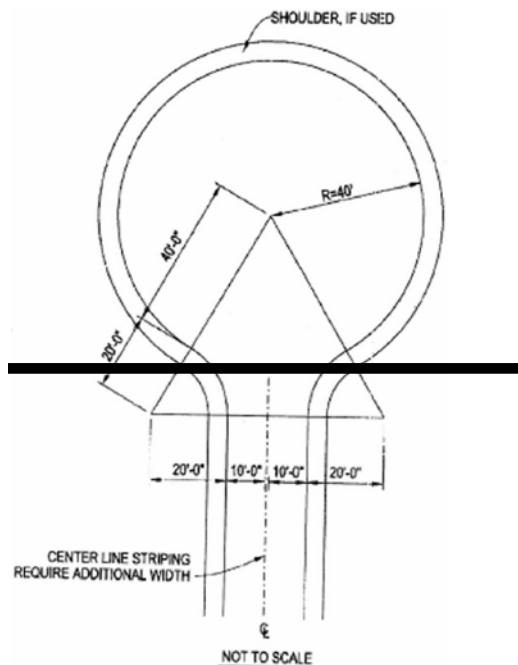
13 (c) Driveways exceeding 150 feet in length, but less than 800
14 feet in length, shall provide a turnout near the midpoint of the
15 Driveway. Where the Driveway exceeds 800 feet, turnouts shall be
16 provided no more than 400 feet apart.

17 (d) A turnaround shall be provided on Driveways over 300 feet in
18 length and shall be within fifty (50) feet of the Building.

19 (d) Each Dead-end Road shall have a turnaround constructed at
20 its terminus. Where parcels are zoned five (5) acres or larger,
21 turnarounds shall be provided at a maximum of 1,320 foot
22 intervals.

23 (e) Figure A. Turnarounds on Roads with two ten-foot traffic
24 lanes.

25 ~~Figure A/Image 1 is a visual representation of paragraph (b).~~



(a) Turnarounds are required on Driveways and Dead-end Roads.

(b) The minimum turning radius for a turnaround shall be forty (40) feet, not including parking, in accordance with the figures in 14 CCR §§ 1273.05(e) and 1273.05(f). If a hammerhead/T is used instead, the top of the "T" shall be a minimum of sixty (60) feet in length.

(c) Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the Driveway. Where the Driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart.

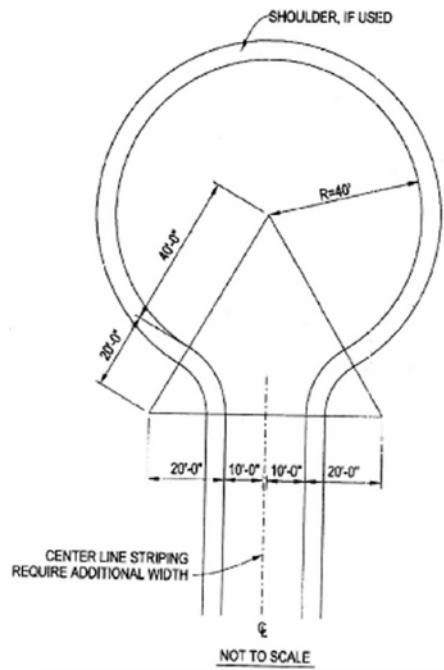
(d) A turnaround shall be provided on Driveways over 300 feet in length and shall be within fifty (50) feet of the Building.

(d) Each Dead-end Road shall have a turnaround constructed at its terminus. Where parcels are zoned five (5) acres or larger, turnarounds shall be provided at a maximum of 1,320 foot

1 intervals..

2 (e) Figure A. Turnarounds on Roads with two ten-foot traffic
3 lanes.

4 Figure A/Image 1 is a visual representation of paragraph (b).



16 Note: Authority cited: Section 4290, Public Resources Code.

17 Reference: Sections 4290 and 4291, Public Resources Code.

19 § 1273.06 Road and Driveway Vertical Clearances Turnouts.

20 Turnouts.

21 Roads and Driveways shall provide for a minimum of thirteen feet
and six inches (13' 6") of unobstructed Vertical Clearance.

23 Turnouts shall be a minimum of twelve (12) feet wide and thirty
24 (30) feet long with a minimum twenty five (25) foot taper on
25 each end. Turnouts shall be a minimum of twelve (12) feet wide

1 and thirty (30) feet long with a minimum twenty-five (25) foot
2 taper on each end.

3 Note: Authority cited: Section 4290, Public Resources Code.

4 Reference: Sections 4290 and 4291, Public Resources Code.

5
6 § 1273.07 Maximum Lengths of New One-Way Roads Road and

7 Driveway Structures—Road and Driveway Structures.

8 (a) In no case shall a New One-Way Road exceed 2,640 feet in
9 length.

10 (a) Appropriate signing, including but not limited to weight or
11 vertical clearance limitations, One-way Road or single traffic
12 lane conditions, shall reflect the capability of each bridge.

13 (b) Where a bridge or an elevated surface is part of a Fire
14 Apparatus access Road, the bridge shall be constructed and
15 maintained in accordance with the American Association of State
16 and Highway Transportation Officials Standard Specifications for
17 Highway Bridges, 17th Edition, published 2002 (known as AASHTO
18 HB-17), hereby incorporated by reference. Bridges and elevated
19 surfaces shall be designed for a live load sufficient to carry
20 the imposed loads of Fire Apparatus. Vehicle load limits shall
21 be posted at both entrances to bridges when required by the
22 local authority having jurisdiction.

23 (c) Where elevated surfaces designed for emergency vehicle use
24 are adjacent to surfaces which are not designed for such use,
25 barriers, or signs, or both, as approved by the local authority

1 having jurisdiction, shall be installed and maintained.

2 (d) A bridge with only one traffic lane may be authorized by the
3 Local Jurisdiction; however, it shall provide for unobstructed
4 visibility from one end to the other and turnouts at both ends.

5 (a) Appropriate signing, including but not limited to weight or
6 vertical clearance limitations, One-way Road or single traffic
7 lane conditions, shall reflect the capability of each bridge.

8 (b) Where a bridge or an elevated surface is part of a Fire
9 Apparatus access Road, the bridge shall be constructed and
10 maintained in accordance with the American Association of State
11 and Highway Transportation Officials Standard Specifications for
12 Highway Bridges, 17th Edition, published 2002 (known as AASHTO
13 HB-17), hereby incorporated by reference. Bridges and elevated
14 surfaces shall be designed for a live load sufficient to carry
15 the imposed loads of Fire Apparatus. Vehicle load limits shall
16 be posted at both entrances to bridges when required by the
17 local authority having jurisdiction.

18 (c) Where elevated surfaces designed for emergency vehicle use
19 are adjacent to surfaces which are not designed for such use,
20 barriers, or signs, or both, as approved by the local authority
21 having jurisdiction, shall be installed and maintained.

22 (d) A bridge with only one traffic lane may be authorized by the
23 Local Jurisdiction; however, it shall provide for unobstructed
24 visibility from one end to the other and turnouts at both ends.

1 Note: Authority cited: Section 4290, Public Resources Code.

2 Reference: Sections 4290 and 4291, Public Resources Code.

3

4 § 1273.08 Maximum Lengths of New Dead-end Roads

5 (a) The maximum length of a New Dead-end Road, including all
6 Dead-end Roads accessed from that Dead-end Road, including all
7 Dead-end Roads accessed from that Dead-end Road, shall not
8 exceed the following cumulative lengths, regardless of the
9 number of parcels served, regardless of the number of parcels
10 served:

11 (1) for New Roads with parcels zoned for less than not to
12 exceed one (1) acre 800 feet;

13 (2) for New Roads with parcels zoned for 1 acre up to 4.99
14 acres 1,320 feet;

15 (3) for New Roads with parcels zoned for 5 acres to 19.99
16 or larger 2,640 feet.

17 parcels zoned for 20 acres or larger 5,280 feet

18 All lengths shall be measured from the edge of the Road surface
19 at the intersection that begins the Road to the end of the Road
20 surface at its farthest point. Where a Dead-end Road crosses
21 areas of differing zoned parcel sizes requiring different length
22 limits, the shortest allowable length shall apply.

23 parcels zoned for less than one acre - 800 feet

24 parcels zoned for 1 acre to 4.99 acres - 1,320 feet

25 parcels zoned for 5 acres to 19.99 acres - 2,640 feet

1 parcels zoned for 20 acres or larger - 5,280 feet
2 All lengths shall be measured from the edge of the Road surface
3 at the intersection that begins the Road to the end of the Road
4 surface at its farthest point. Where a Dead-end Road crosses
5 areas of differing zoned parcel sizes requiring different length
6 limits, the shortest allowable length shall apply.

7 (b) All New Dead-end Roads shall meet the Turnaround
8 requirements in § 1273.10 (Road and Driveway Turnarounds). See 14
9 CCR § 1273.05 for Dead-end Road turnaround requirements. See 14
10 CCR § 1273.05 for Dead-end Road turnaround requirements.

11 (c) All New Dead-end Roads shall meet the width requirements in
12 § 1273.05 (Road and Driveway Traffic Lane Width and Clear
13 width).

14 (d) Each New Dead-end Road shall be connected either:
15 (1) directly to a through Road (a Road that is connected to
16 other Roads at both ends); or
17 (2) an Existing Dead-end Road constructed prior to July 1,
18 2022.

19 (e) The length of New Dead-end Roads shall be measured from the
20 center line of the through Road it connects to, to the terminus
21 of the Dead-end Road at its farthest point.

22 (f) Where a New Dead-end Road provides access to differing
23 zoned parcel sizes requiring different length limits, the
24 shortest allowable length shall apply.

25 Note: Authority cited: Section 4290, Public Resources Code.

1 Reference: Sections 4290 and 4291, Public Resources Code.

2

3 § 1273.09 Road and Driveway Turnouts Gate Entrances. Gate
4 Entrances.

5 (a) Turnouts shall be a minimum of twelve (12) feet wide from
6 the Shoulder stripe, twenty-two (22) feet long with a minimum
7 twenty-five (25) foot taper on each end and be facilitated
8 outside of the Traffic Lane to accommodate one passenger vehicle
9 as illustrated on Figure 5.

10 (b) On One-way Roads and Dead-end Roads over 400 feet in length,
11 a Turnout shall be located at approximately the midpoint of the
12 Road, in addition to any other Turnouts Required.

13 (c) Turnouts shall be provided no more than 400 feet apart on
14 One way Roads or on Roads that do not meet the width
15 requirements.

16 (d) Driveways that are less than 20 feet wide and exceed 150
17 feet in length shall require a Turnout.

18 (e) Driveways greater than 150 feet in length and less than 800
19 feet in length shall provide a Turnout near the midpoint of the
20 Driveway.

21 (f) Where the Driveway exceeds 800 feet, Turnouts shall be
22 provided no more than 400 feet apart.

23 (g) No parking, obstructions, or storage of any material shall
24 be allowed within Turnouts.

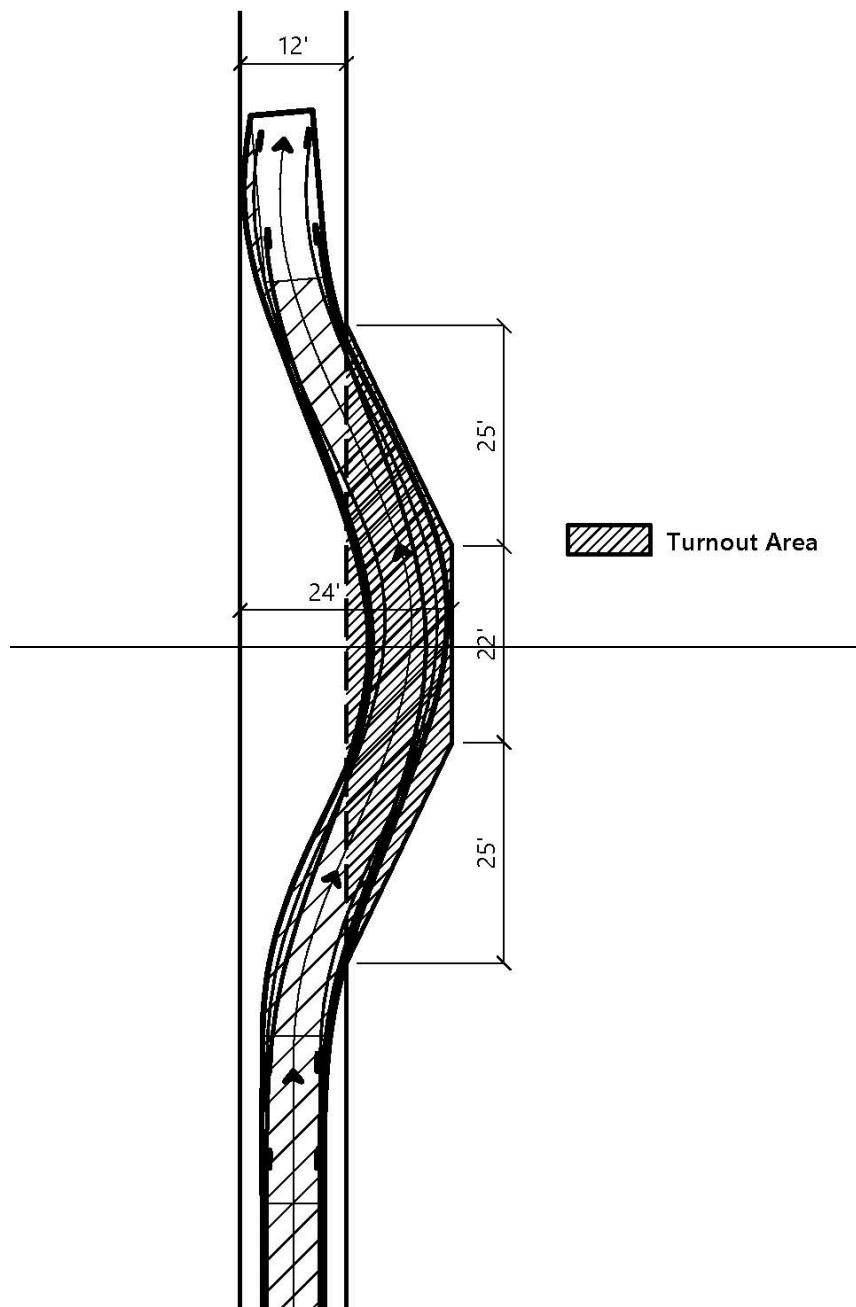


Figure 5
Turnout Dimensions

1 (a) Gate entrances shall be at least two (2) feet wider than the
2 width of the traffic lane(s) serving that gate and a minimum
3 width of fourteen (14) feet unobstructed horizontal clearance
4 and unobstructed vertical clearance of thirteen feet, six inches
5 (13' 6").

6 (b) All gates providing access from a Road to a Driveway shall
7 be located at least thirty (30) feet from the Roadway and shall
8 open to allow a vehicle to stop without obstructing traffic on
9 that Road.

10 (c) Where a One-way Road with a single traffic lane provides
11 access to a gated entrance, a forty (40) foot turning radius
12 shall be used.

13 (d) Security gates shall not be installed without approval.
14 Where security gates are installed, they shall have an approved
15 means of emergency operation. Approval shall be by the local
16 authority having jurisdiction. The security gates and the
17 emergency operation shall be maintained operational at all
18 times.

19 (a) Gate entrances shall be at least two (2) feet wider than the
20 width of the traffic lane(s) serving that gate and a minimum
21 width of fourteen (14) feet unobstructed horizontal clearance
22 and unobstructed vertical clearance of thirteen feet, six inches
23 (13' 6").

24 (b) All gates providing access from a Road to a Driveway shall
25 be located at least thirty (30) feet from the Roadway and shall

1 open to allow a vehicle to stop without obstructing traffic on
2 that Road.

3 (c) Where a One-way Road with a single traffic lane provides
4 access to a gated entrance, a forty (40) foot turning radius
5 shall be used.

6 (d) Security gates shall not be installed without approval.
7 Where security gates are installed, they shall have an approved
8 means of emergency operation. Approval shall be by the local
9 authority having jurisdiction. The security gates and the
10 emergency operation shall be maintained operational at all
11 times.

12 Note: Authority cited: Section 4290, Public Resources Code.

13 Reference: Sections 4290 and 4291, Public Resources Code.

14

15 *S 1273.10 Road and Driveway Turnarounds*

16 (a) Each Dead end Road shall have a Turnaround constructed at
17 its terminus. Where a Dead end Road crosses parcels zoned for
18 five (5) acres or larger, a Turnaround shall also be provided
19 halfway along the Dead end Road.

20 (b) A Turnaround shall be provided on Driveways over 300 feet in
21 length and shall be within fifty (50) feet of the Building.

22 (c) A Turnaround shall meet one all of the following
23 requirements in subsections (d), (e), and (f), and shall be in
24 accordance with Figures 6.1, 6.2, or 6.3.

25 (d) Turnarounds with a radius smaller than 40 feet, shown in

1 Figures 6.2 and 6.3 below, may be approved by the AHJ Local
2 Jurisdiction when physical constraints prohibit the ability to
3 install a 40-foot Turnaround.

4 (e) The center of the Turnaround shall remain clear of
5 vegetation or decorative elements.

6 (f) If a hammerhead/T is used instead, the top of the "T" shall
7 be a minimum of sixty (60) feet in length.

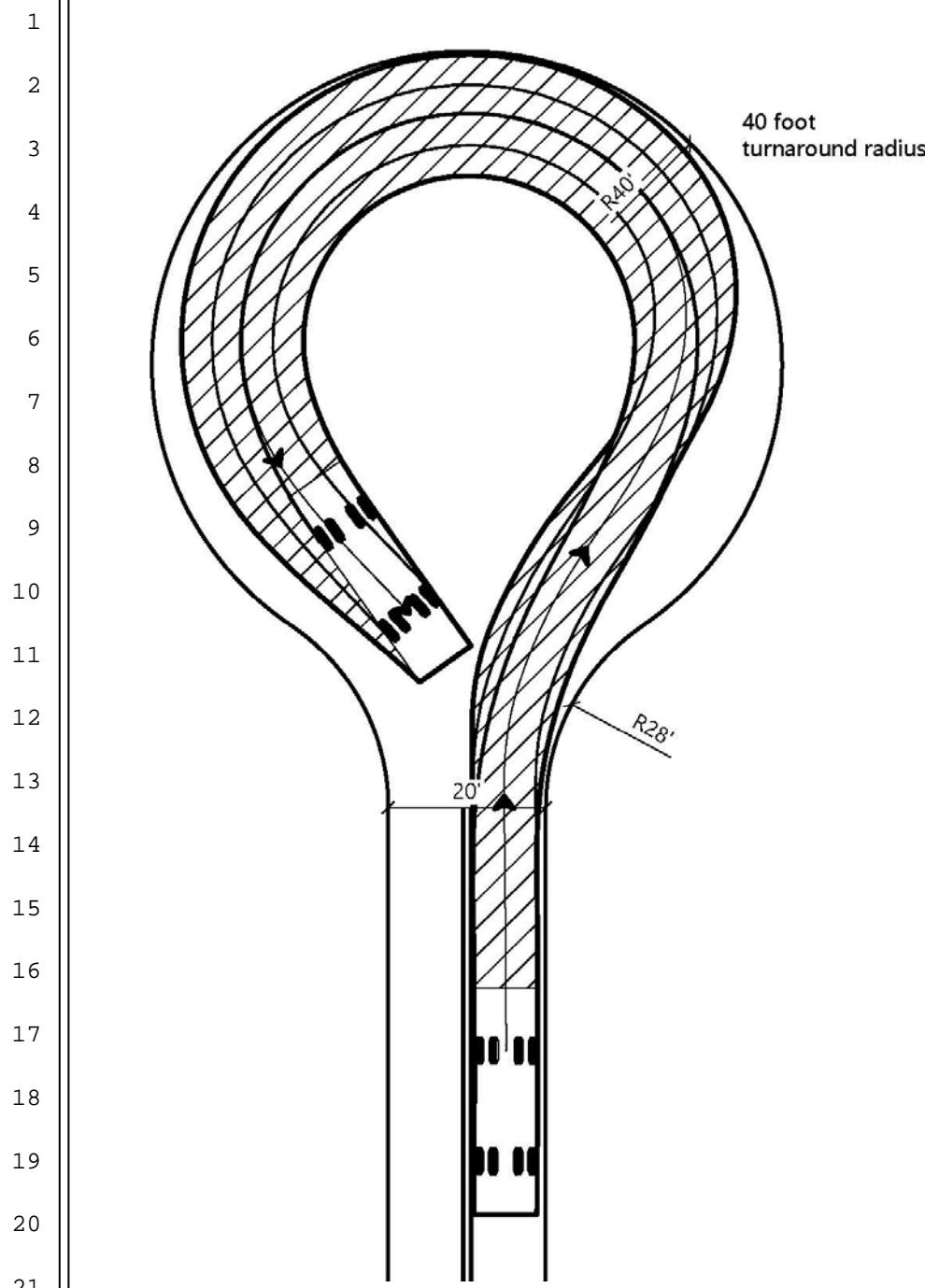


Figure 6.1
Turnarounds with 40-foot radius

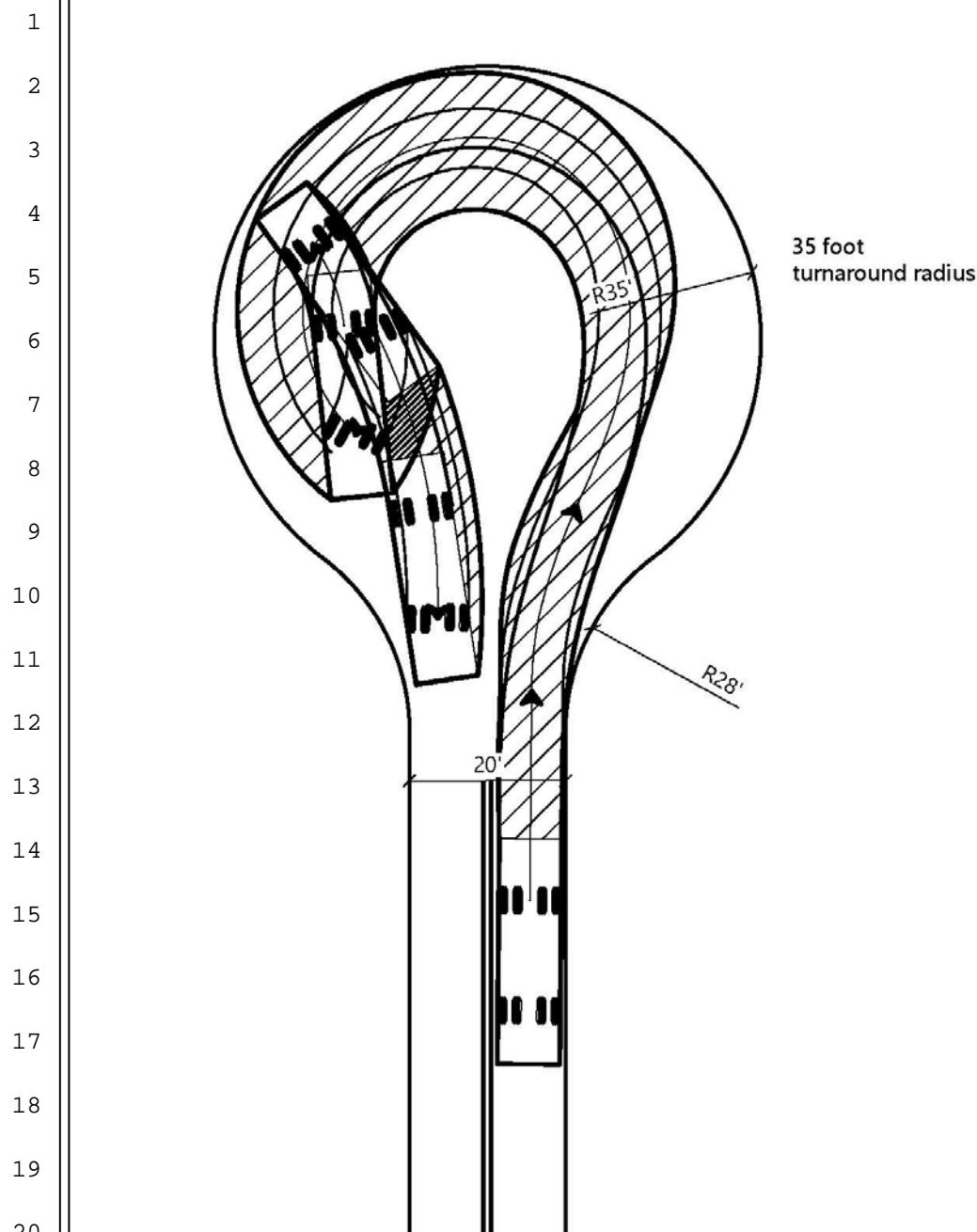


Figure 6.2
Turnarounds with 35-foot radius

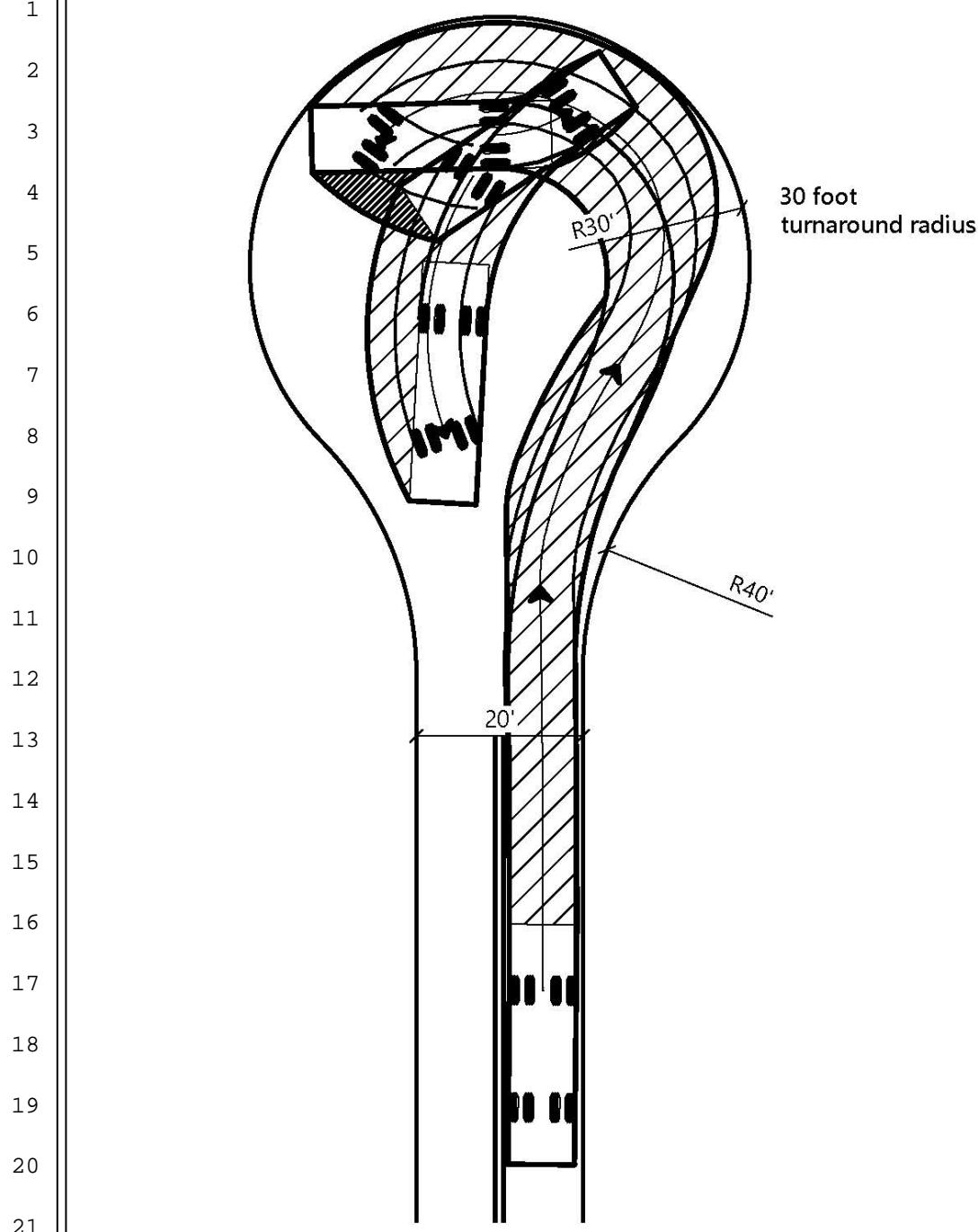


Figure 6.3
Turnarounds with 30-foot radius

1 Note: Authority cited: Section 4290, Public Resources Code.

2 Reference: Sections 4290 and 4291, Public Resources Code.

3

4 S 1273.11 Gates

5 (a) Gates shall have an approved means of emergency operation.

6 Electronic gates shall have a manual method of opening in case
7 of electronic failure. The manual method shall be maintained to
8 be operational at all times.

9 (b) Gate entrances shall be at least two (2) feet wider than the
10 width of the Road or Driveway, as shown in Figure 7 below. Where
11 a gate is installed across an existing Road or Driveway, the
12 gate shall be no less than ten (10) feet wide, with a minimum
13 Clear Width of fourteen (14) feet and unobstructed Vertical
14 Clearance of thirteen feet, six inches (13' 6"). Clearance shall
15 be maintained at all times.

16 (c) Where a One way Road with a single Traffic Lane leads to a
17 gated entrance, a forty (40) foot turning radius shall be
18 provided used as illustrated on Figure 7.

19 (d) All gates on a Driveway shall be located at least thirty
20 (30) feet from the Road and shall either slide sideways or open
21 to allow a vehicle to stop without stopping traffic on the Road,
22 in direction of travel, in accordance with Figure 7.

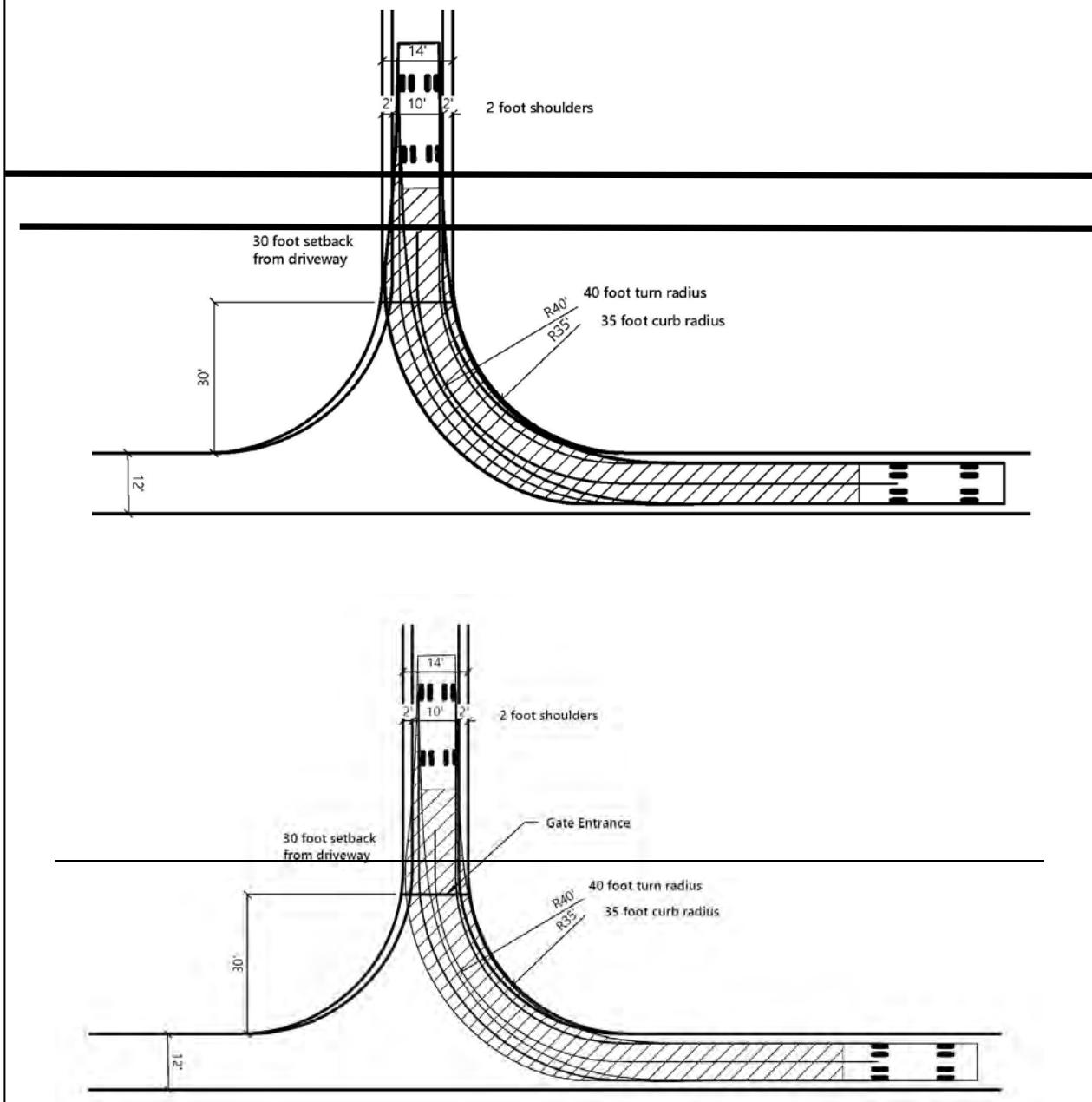


Figure 7

~~Effective Turn Radius for Gated Entrances/Driveways with Twelve Foot One-Way Main Road~~

~~Note: Authority cited: Section 4290, Public Resources Code.~~

~~Reference: Sections 4290 and 4291, Public Resources Code.~~

1 § 1273.12 Standards for Existing Roads

2 (a) Except as provided in subsections (b) and (d), Existing
3 Roads that provide Access to New Building Construction along at
4 least one route shall meet the following minimum requirements:

5 (1) One (1) fourteen (14) foot Traffic Lane;
6 (2) Surfacing which supports the imposed load of Fire
7 Apparatus, subject to the standards set forth in § 1273.02.
8 Native surfacing for no more than 50% of the Road's length; and
9 (3) Turnouts in compliance with § 1273.09 (Road and
10 Driveway Turnouts), or maintains a twenty (20) foot Clear Width
11 suitable to serve as a Traffic Lane for the length of the Road.

12 (b) Access to Buildings after a Wildfire shall provide for at
13 least one (1) fourteen (14) foot Traffic Lane for a distance of
14 at least twenty two (22) feet at an interval of at least every
15 400 feet; provided, however, where such Traffic Lanes are not
16 possible due to physical site limitations such as localized
17 topography, slope stability or soil conditions, Access shall
18 provide for locations for vehicles to pass each other at
19 reasonable intervals.

20 (ab) Existing Roads providing Access to Buildings shall not
21 exceed a grade of 25% over a distance of 500 linear feet.

22 (dc) An Existing Road with a secondary route in conformance with
23 the conditions below § 1273.13 (Secondary Routes for Existing
24 Roads) need not comply with subsections (a) or (b).

25 (1) Secondary routes shall meet the standards for New Roads
in this Subchapter and shall provide for legal Access that

1 serves as a typical travel way to and from the Building
2 Construction. A secured secondary route shall meet the
3 requirements in § 1273.11 (Gates).

4 (2) Secondary routes shall connect a user to an alternative
5 route that would not be affected by a closure to the primary
6 route, to the extent practicable.

7 Note: Authority cited: Section 4290, Public Resources Code.
8 Reference: Sections 4290 and 4291, Public Resources Code,
9 Section 51178 Government Code.

10

11 § 1273.13 Secondary Routes for Existing Roads

12 (a) Secondary routes shall meet the standards for New Roads in
13 this Subchapter and shall provide for legal and deeded Access
14 that serves as a typical travel way to and from the Building
15 construction. A secured secondary route shall meet the
16 requirements in § 1273.11 (Gates).

17 (b) Secondary routes shall connect a user to an alternative
18 route that would not be affected by a closure to the primary
19 route, to the extent practicable.

20 Note: Authority cited: Section 4290, Public Resources Code.
21 Reference: Sections 4290 and 4291, Public Resources Code.

22

23 Article 3. Signing and Building Numbering

24 § 1274.00. Road Name Signs. Intent. Intent

25 (a) All Road signs shall conform to the requirements of the
California Manual of Uniform Traffic Control Devices (CA MUTCD),

1 hereby incorporated by reference.

2 (ba) New Roads shall be identified by a name or number through a
3 consistent system that provides for sequenced or patterned
4 numbering and non-duplicative naming within each Local
5 Jurisdiction. This section does not require any entity to rename
6 or renumber existing Roads.

7 (eb) The size of letters, numbers, and symbols for Road signs
8 shall be a minimum four (4) inch letter height, half inch (.5)
9 inch stroke, reflectorized, contrasting with the background
10 color of the sign.

11 To facilitate locating a fire and to avoid delays in response,
12 all newly constructed or approved Roads and Buildings shall be
13 designated by names or numbers posted on signs clearly visible
14 and legible from the Road. This section shall not restrict the
15 size of letters or numbers appearing on Road signs for other
16 purposes. To facilitate locating a fire and to avoid delays in
17 response, all newly constructed or approved Roads and Buildings
18 shall be designated by names or numbers posted on signs clearly
19 visible and legible from the Road. This section shall not
20 restrict the size of letters or numbers appearing on Road signs
21 for other purposes.

22 Note: Authority cited: Section 4290, Public Resources Code.

23 Reference: Sections 4290 and 4291, Public Resources Code.

1 § 1274.01. Road Signs Installation, Location, and Visibility.

2 (a) All Road signs shall conform to the requirements of the
3 California Manual of Uniform Traffic Control Devices (CA MUTCD),
4 hereby incorporated by reference.

5 (b) Signs required by this article identifying intersecting
6 Roads shall be placed at the intersection of those Roads.

7 (bc) A sign identifying traffic limitations, including but not
8 limited to weight or vertical clearance limitations, Dead-end
9 Roads, One way Roads, or single lane Roads and bridges, shall be
10 placed:

11 (1) at the intersection preceding the traffic limitation,
12 and

13 (2) no more than one hundred (100) feet before such traffic
14 limitation.

15 (ed) Road signs required by this article shall be posted at the
16 beginning of construction and shall be maintained thereafter.

17 (de) Road signs shall meet the minimum sign retroreflectivity
18 requirements in the CA MUTCD. Signs that are not required to
19 meet the retroreflectivity requirements (e.g., blue or brown
20 backgrounds) shall be retroreflective or illuminated to show the
21 same shape and color by both day and night.

22 (a) Newly constructed or approved Roads must be identified by a
23 name or number through a consistent system that provides for
24 sequenced or patterned numbering and/or non duplicative naming
25 within each Local Jurisdiction. This section does not require

1 any entity to rename or renumber existing Roads, nor shall a
2 Road providing access only to a single commercial or industrial
3 Occupancy require naming or numbering.

4 (b) The size of letters, numbers, and symbols for Road signs
5 shall be a minimum four (4) inch letter height, half inch (.5)
6 inch stroke, reflectorized, contrasting with the background
7 color of the sign.

8 Newly constructed or approved Roads must be identified by a
9 name or number through a consistent system that provides for
10 sequenced or patterned numbering and/or non-duplicative naming
11 within each Local Jurisdiction. This section does not require
12 any entity to rename or renumber existing Roads, nor shall a
13 Road providing access only to a single commercial or industrial
14 Occupancy require naming or numbering.

15 (b) The size of letters, numbers, and symbols for Road signs
16 shall be a minimum four (4) inch letter height, half inch (.5)
17 inch stroke, reflectorized, contrasting with the background
18 color of the sign.

19 Note: Authority cited: Section 4290, Public Resources Code.

20 Reference: Sections 4290 and 4291, Public Resources Code.

22 § 1274.02. Addresses for Buildings. Road Sign Installation,
23 Location, and Visibility.

24 (a) All Buildings shall be issued an address by the AHJ Local
25 Jurisdiction consistent with the standards in the California

1 Fire Code, California Code of Regulations title 24, part 9.

2 (b) Addresses for residential Buildings shall be reflectorized.

3 ~~(a) Road signs shall be visible and legible from both directions~~
4 ~~of vehicle travel for a distance of at least one hundred (100)~~
5 ~~feet.~~

6 ~~(b) Signs required by this article identifying intersecting~~
7 ~~Roads shall be placed at the intersection of those Roads.~~

8 ~~(c) A sign identifying traffic access or flow limitations,~~
9 ~~including but not limited to weight or vertical clearance~~
10 ~~limitations, Dead-end Roads, One-way Roads, or single lane~~
11 ~~conditions, shall be placed:~~

12 ~~(i) at the intersection preceding the traffic access limitation,~~
13 ~~and~~

14 ~~(ii) no more than one hundred (100) feet before such traffic~~
15 ~~access limitation.~~

16 ~~(d) Road signs required by this article shall be posted at the~~
17 ~~beginning of construction and shall be maintained thereafter.~~

18 ~~(a) Road signs shall be visible and legible from both directions~~
19 ~~of vehicle travel for a distance of at least one hundred (100)~~
20 ~~feet.~~

21 ~~(b) Signs required by this article identifying intersecting~~
22 ~~Roads shall be placed at the intersection of those Roads.~~

23 ~~(c) A sign identifying traffic access or flow limitations,~~
24 ~~including but not limited to weight or vertical clearance~~
25 ~~limitations, Dead-end Roads, One-way Roads, or single lane~~

1 conditions, shall be placed:

2 (i) at the intersection preceding the traffic access limitation,

3 and

4 (ii) no more than one hundred (100) feet before such traffic

5 access limitation.

6 (d) Road signs required by this article shall be posted at the

7 beginning of construction and shall be maintained thereafter.

8 Note: Authority cited: Section 4290, Public Resources Code.

9 Reference: Sections 4290 and 4291, Public Resources Code.

10

11 § 1274.03. Addresses for Buildings.

12 (a) All Buildings shall be issued an address by the Local
13 Jurisdiction which conforms to that jurisdiction's overall
14 address system. Utility and miscellaneous Group U Buildings are
15 not required to have a separate address; however, each
16 Residential Unit within a Building shall be separately
17 identified.

18 (b) The size of letters, numbers, and symbols for addresses
19 shall conform to the standards in the California Fire Code,
20 California Code of Regulations title 24, part 9.

21 (c) Addresses for residential Buildings shall be reflectorized.

22 Note: Authority cited: Section 4290, Public Resources Code.

23 Reference: Sections 4290 and 4291, Public Resources Code.

24 § 1274.03. Addresses for Buildings.

25 (a) All Buildings shall be issued an address by the Local

1 Jurisdiction which conforms to that jurisdiction's overall
2 address system. Utility and miscellaneous Group U Buildings are
3 not required to have a separate address; however, each
4 Residential Unit within a Building shall be separately
5 identified.

6 (b) The size of letters, numbers, and symbols for addresses
7 shall conform to the standards in the California Fire Code,
8 California Code of Regulations title 24, part 9.

9 (c) Addresses for residential Buildings shall be reflectorized.

10 Note: Authority cited: Section 4290, Public Resources Code.

11 Reference: Sections 4290 and 4291, Public Resources Code.

12
13 § 1274.04. Address Installation, Location, and Visibility.

14 (a) All Buildings shall have a permanently posted address which
15 shall be plainly legible and visible from the Road fronting the
16 property.

17 (b) Where access is by means of a private Road and the address
18 identification cannot be viewed from the public way, an
19 unobstructed sign or other means shall be used so that the
20 address is visible from the public way.

21 (c) Address signs along One-way Roads shall be visible from both
22 directions.

23 (d) Where multiple addresses are required at a single Driveway,
24 they shall be mounted on a single sign or post.

25 (e) Where a Road provides access solely to a single commercial

1 or industrial business, the address sign shall be placed at the
2 nearest Road intersection providing access to that site, or
3 otherwise posted to provide for unobstructed visibility from
4 that intersection.

5 (f) In all cases, the address shall be posted at the beginning
6 of construction and shall be maintained thereafter.

7 Note: Authority cited: Section 4290, Public Resources Code.

8 Reference: Sections 4290 and 4291, Public Resources Code.

9 § 1274.04. Address Installation, Location, and Visibility.

10 (a) All Buildings shall have a permanently posted address which
11 shall be plainly legible and visible from the Road fronting the
12 property.

13 (b) Where access is by means of a private Road and the address
14 identification cannot be viewed from the public way, an
15 unobstructed sign or other means shall be used so that the
16 address is visible from the public way.

17 (c) Address signs along One-way Roads shall be visible from both
18 directions.

19 (d) Where multiple addresses are required at a single Driveway,
20 they shall be mounted on a single sign or post.

21 (e) Where a Road provides access solely to a single commercial
22 or industrial business, the address sign shall be placed at the
23 nearest Road intersection providing access to that site, or
24 otherwise posted to provide for unobstructed visibility from
25 that intersection.

1 (f) In all cases, the address shall be posted at the beginning
2 of construction and shall be maintained thereafter.

3 Note: Authority cited: Section 4290, Public Resources Code.

4 Reference: Sections 4290 and 4291, Public Resources Code.

5
6 Article 4. Water Supply. Emergency Water Standards ~~Emergency~~
7 ~~Water Standards.~~

8 § 1275.00. Application. Intent. ~~Intent.~~

9 (a) ~~The provisions of this Article shall apply to Newly~~
10 ~~constructed water and wastewater facilities associated with New~~
11 ~~Building Construction. in the tentative and parcel map process~~
12 ~~when new parcels are approved by the Local Jurisdiction having~~
13 ~~authority, or when new Building construction is not already~~
14 ~~served by an existing water supply.~~

15 (b) ~~The provisions of this Article These regulations shall not~~
16 ~~apply to eExisting water or wastewater facilities that are not~~
17 ~~newly constructed, or to the Repair of eExisting water or~~
18 ~~wastewater facilities that are repaired, reconstructed, or~~
19 ~~upgraded. For purposes of this subsection, "water and wastewater~~
20 ~~facilities" includes, but is not limited to, water storage tanks~~
21 ~~and reservoirs, pump stations, treatment facilities, regulator~~
22 ~~stations, Fire Hydrants, and similar water and wastewater system~~
23 ~~devices.~~

24 (c) ~~Where a specific provision of code standard from the~~
25 ~~California Fire Code or of a National Fire Protection~~

1 Association (NFPA) standard is referenced in this Article, the
2 respective provisions of said code any sections of the
3 California Fire Code or NFPA standards regarding alternative
4 methods of compliance, equivalencies, or modifications to the
5 specified provisions standards shall also apply.

6 Emergency water for Wildfire protection shall be available,
7 accessible, and maintained in quantities and locations specified
8 in the statute and these regulations in order to attack a
9 Wildfire or defend property from a Wildfire.

10 Emergency water for Wildfire protection shall be available,
11 accessible, and maintained in quantities and locations specified
12 in the statute and these regulations in order to attack a
13 Wildfire or defend property from a Wildfire.

14 Note: Authority cited: Section 4290, Public Resources Code.
15 Reference: Sections 4290 and 4291, Public Resources Code.

16
17 § 1275.01. Approved Water Supply. Application. Application.

18 (a) Water supply shall meet or exceed the California Fire Code,
19 California Code of Regulations Title 24, Part 9.

20 (b) Where a Municipal Type Water Supply is not available, the
21 AHJ Local Jurisdiction shall utilize the National Fire
22 Protection Association (NFPA) 1142, "Standard on Water Supplies
23 for Suburban and Rural Fire Fighting," 2022 2017 Edition, hereby
24 incorporated by reference, as referenced in the California Fire
25 Code, California Code of Regulations Title 24, Part 9, Appendix

1 B and Appendix BB.

2 (c) All New Building Construction proposals - Building
3 construction shall include a water supply for Structure defense.
4 Such protection shall be serviceable prior to and during the
5 time of construction, except when alternative methods of
6 protection are provided and approved by the AHJ Local
7 Jurisdiction.

8 (d) Nothing in this article prohibits the combined storage of
9 Wildfire and structural firefighting water supplies unless so
10 prohibited by local ordinance or specified by the AHJ Local
11 Jurisdiction. Water supplies required under the California Fire
12 Code, California Code of Regulations Title 24, Part 9, or other
13 law or regulation may also be used to satisfy the requirements
14 of this Article, so long as the full amount of water supply
15 required by this article is provided.

16 (e) Where water systems are susceptible to freeze or crash, such
17 protection measures shall be is required by the AHJ Local
18 Jurisdiction., such protection measures shall be provided.
19 The provisions of this article shall apply in the tentative and
20 parcel map process when new parcels are approved by the Local
21 Jurisdiction having authority. The provisions of this article
22 shall apply in the tentative and parcel map process when new
23 parcels are approved by the Local Jurisdiction having authority.

24
25 Note: Authority cited: Section 4290, Public Resources Code.

1 Reference: Sections 4290 and 4291, Public Resources Code.

2

3 § 1275.02. Identification of Water Sources. Water Supply. Water
4 Supply.

5 (a) Fire Hydrants or water access located along a Driveway shall
6 be identified by at least (1) reflectorized blue marker, with a
7 minimum dimension of three (3) inches. This marker shall be
8 mounted on a fire retardant sign post constructed of fire
9 retardant material. The sign post shall be located and mounted
10 as specified by the AHJ Fire Authority.

11 (b) Fire Hydrants or water access located along a Road shall be
12 identified by one of the following marking standards, as
13 specified by the AHJ:

14

15 (1) a reflectorized blue marker, with a minimum dimension
16 of three (3) inches. This marker shall be mounted on a fire
17 retardant sign post constructed of fire retardant material. The
18 sign post shall be within three (3) feet of the Fire Hydrant or
19 water access. The sign shall be no fewer than three (3) nor
20 greater than five (5) feet above ground, in a horizontal
21 position, and visible from the Road, or as specified by the AHJ
22 Fire Authority.

23

24 (2) a reflectorized blue marker secured to the center of
the Road pavement, as specified by the AHJ.

25 (a) When a water supply for Structure defense is required to be

1 installed, such protection shall be installed and made
2 serviceable prior to and during the time of construction except
3 when alternative methods of protection are provided and approved
4 by the local authority having jurisdiction.

5 (b) Water systems equaling or exceeding the California Fire
6 Code, California Code of Regulations title 24, part 9, or, where
7 a municipal type water supply is unavailable, National Fire
8 Protection Association (NFPA) 1142, "Standard on Water Supplies
9 for Suburban and Rural Fire Fighting," 2017 Edition, hereby
10 incorporated by reference, shall be accepted as meeting the
11 requirements of this article.

12 (c) Such emergency water may be provided in a fire agency mobile
13 water tender, or naturally occurring or man made containment
14 structure, as long as the specified quantity is immediately
15 available.

16 (d) Nothing in this article prohibits the combined storage of
17 emergency Wildfire and structural firefighting water supplies
18 unless so prohibited by local ordinance or specified by the
19 local fire agency.

20 (e) Where freeze or crash protection is required by Local
21 Jurisdictions having authority, such protection measures shall
22 be provided.

23 (a) When a water supply for Structure defense is required to be
24 installed, such protection shall be installed and made
25 serviceable prior to and during the time of construction except

1 when alternative methods of protection are provided and approved
2 by the local authority having jurisdiction.

3 (b) Water systems equaling or exceeding the California Fire
4 Code, California Code of Regulations title 24, part 9, or, where
5 a municipal-type water supply is unavailable, National Fire
6 Protection Association (NFPA) 1142, "Standard on Water Supplies
7 for Suburban and Rural Fire Fighting," 2017 Edition, hereby
8 incorporated by reference, shall be accepted as meeting the
9 requirements of this article.

10 (c) Such emergency water may be provided in a fire agency mobile
11 water tender, or naturally occurring or man made containment
12 structure, as long as the specified quantity is immediately
13 available.

14 (d) Nothing in this article prohibits the combined storage of
15 emergency Wildfire and structural firefighting water supplies
16 unless so prohibited by local ordinance or specified by the
17 local fire agency.

18 (e) Where freeze or crash protection is required by Local
19 Jurisdictions having authority, such protection measures shall
20 be provided.

22 Note: Authority cited: Section 4290, Public Resources Code.

23 Reference: Sections 4290 and 4291, Public Resources Code.

25 § 1275.03. Secured Water Sources. Hydrants and Fire Valves.

1 Hydrants

2 Break away locks or similar systems shall be approved by the AJJ
3 Local Jurisdiction and shall provide fire fighters with access
4 to any water connections, valves, or controls that are normally
5 secured by gates, doors, or other locking systems.

6 (a) The hydrant or fire valve shall be eighteen (18) inches
7 above the finished surface. Its location in relation to the Road
8 or Driveway and to the Building(s) or Structure(s) it serves
9 shall comply with California Fire Code, California Code of
10 Regulations title 24, part 9, Chapter 5, and Appendix C.

11 (b) The hydrant head shall be a two and half (2 1/2) inch
12 National Hose male thread with cap for pressure and gravity flow
13 systems and four and a half (4 1/2) inch for draft systems.

14 (c) Hydrants shall be wet or dry barrel and have suitable freeze
15 or crash protection as required by the Local Jurisdiction.

16 (a) The Fire Hydrant shall be eighteen (18) inches above the
17 finished surface. Its location in relation to the Road or
18 Driveway and to the Building(s) or Structure(s) it serves shall
19 comply with California Fire Code, California Code of Regulations
20 title 24, part 9, Chapter 5, and Appendix C.

21 (b) The hydrant head shall be a two and half (2 1/2) inch
22 National Hose male thread with cap for pressure and gravity flow
23 systems and four and a half (4 1/2) inch for draft systems.

24 (c) Hydrants shall be wet or dry barrel and have suitable freeze
25 or crash protection as required by the Local Jurisdiction.

1
2 Note: Authority cited: Section 4290, Public Resources Code.
3 Reference: Sections 4290 and 4291, Public Resources Code.
4

5 § 1275.04. Municipal Type Water System Hydrants. Signing of
6 Water Sources. Signing of Water Sources.

7 (a) The Municipal Type Fire Hydrant valve stems and outlets
8 shall be eighteen (18) inches above the Finished Grade finished
9 surface. Its location in relation to the Road or Driveway and to
10 the Building(s) or Structure(s) it serves shall comply with
11 California Fire Code, California Code of Regulations Title 24,
12 Part 9, Chapter 5, and Appendix C.

13 (b) The Municipal Type Fire Hydrant shall be of sizes approved
14 designated by the AHJ Local Jurisdiction, in consultation with
15 the Fire Authority, and shall have male American National Fire
16 Hose Screw Threads (NH).

17 (c) Where Municipal Type water supply Fire Hydrant systems are
18 not practical due to the absence of a Municipal Type Water
19 System, or other limiting factors, a performance-based water
20 supply alternative approved by the AHJ Local Jurisdiction, in
21 consultation with the Fire Authority, shall be designed and
22 installed to meet the minimum fire flow water supply
23 requirements of 250 gallons per minute (gpm) for two (2) hours.

24 (a) Each hydrant, fire valve, or access to water shall be
25 identified as follows:

1 (1) if located along a Driveway, a reflectorized blue marker,
2 with a minimum dimension of three (3) inches shall be located on
3 the Driveway address sign and mounted on a fire retardant post,
4 or

5 (2) if located along a Road,

6 (i) a reflectorized blue marker, with a minimum dimension of
7 three (3) inches, shall be mounted on a fire retardant post. The
8 sign post shall be within three (3) feet of said hydrant or fire
9 valve, with the sign no less than three (3) feet nor greater
10 than five (5) feet above ground, in a horizontal position and
11 visible from the Driveway, or

12 (ii) as specified in the State Fire Marshal's Guidelines for
13 Fire Hydrant Markings Along State Highways and Freeways, May
14 1988.

15 (a) Each Fire Hydrant or access to water shall be identified as
16 follows:

17 (1) if located along a Driveway, a reflectorized blue marker,
18 with a minimum dimension of three (3) inches shall be located on
19 the Driveway address sign and mounted on a fire retardant post,
20 or

21 (2) if located along a Road,

22 (i) a reflectorized blue marker, with a minimum dimension of
23 three (3) inches, shall be mounted on a fire retardant post. The
24 sign post shall be within three (3) feet of said Fire Hydrant
25 with the sign no less than three (3) feet nor greater than five

1 (5) feet above ground, in a horizontal position and visible from
2 the Driveway, or
3 (ii) as specified in the State Fire Marshal's Guidelines for
4 Fire Hydrant Markings Along State Highways and Freeways, May
5 1988.

6 Note: Authority cited: Section 4290, Public Resources Code.

7 Reference: Sections 4290 and 4291, Public Resources Code.

8

9 § 1275.05. Dry Hydrants

10 When dry hydrants have been approved by the AHJ Local
11 Jurisdiction, the requirements of NFPA 1142 (20222017) Chapter 8
12 (8.3, 8.4, 8.5, 8.6, 8.7 and 8.8), hereby incorporated by
13 reference, shall be met.

14 Note: Authority cited: Section 4290, Public Resources Code.

15 Reference: Sections 4290 and 4291, Public Resources Code.

16

17 § 1275.06. Mobile Water Supply (Water Tenders)

18 (a) Fire flow water delivery systems that rely on mobile water
19 supply (water tenders) shall only be permitted under either of
20 the following conditions:

21 (1) During the construction phase of a new Building
22 Construction Development, prior to the permanent fire water
23 delivery system installation; or,

24 (2) After the construction phase of a new Building
25 Construction, when the Local Jurisdiction determines that all

1 other means of water supply is not practical.

2 (b) The mobile water supply shall, within five (5) minutes of
3 the arrival of the first Fire Apparatus on scene, be capable of
4 providing the Fire Apparatus with a minimum of 250 gpm for a 2
5 hour duration.

6 (c) Mobile water supplies may use NFPA 1142 (20222017) Annex C,
7 hereby incorporated by reference, to achieve minimum fire flow
8 requirements.

9 Note: Authority cited: Section 4290, Public Resources Code.

10 Reference: Sections 4290 and 4291, Public Resources Code.

11

12 § 1275.07. Protection of Water Supply InfraStructure from
13 Wildfire.

14 (a) All water supply infraStructure shall be protected from
15 wildfire radiant heat, convective heat, and embers by at least
16 one of the following:

17 (1) underground burial; or

18 (2) construction of non-combustible materials, fittings and
19 valves, such as concrete or metal; or

20 (3) maintenance of a 100 foot, slope adjusted Defensible
21 Space immediately surrounding the infraStructure; or

22 (4) placement within a Building constructed to the
23 requirements of the California Building Code (California Code of
24 Regulations Title 24, Part 2) Chapter 7A.

25 Note: Authority cited: Section 4290, Public Resources Code.

1 ~~Reference: Sections 4290 and 4291, Public Resources Code.~~

2

3 Article 5. Building Siting, Setbacks, and Fuel Modification ~~Fuel~~
4 ~~Modification Standards~~

5 § 1276.00. Applicability ~~Intent~~ Intent

6 ~~(a) All Building cConstruction shall comply with the following~~
7 provisions of this Article:

- 8 (1) § 1276.01 (Building and Parcel Siting and Setbacks);
- 9 (2) § 1276.02(c) (Ridgelines); and
- 10 (3) § 1276.06 (Disposal of Flammable Vegetation and Fuels).

11 ~~(b) The following provisions of this article shall further apply~~
12 in the tentative and parcel map process for nNnew parcels:

- 13 (1) § 1276.01 (Building and Parcel Siting and Setbacks);
- 14 (2) § 1276.02(c) (Ridgelines);
- 15 (3) § 1276.03 (Fuel Breaks);
- 16 (4) § 1276.04 (Greenbelts, Greenways, Open Spaces and
17 Parks);
- 18 (5) § 1276.05 (Maintenance of Fuel Breaks); and
- 19 (6) § 1276.06 (Disposal of Flammable Vegetation and Fuels).

20 To reduce the intensity of a Wildfire by reducing the volume and
21 density of flammable vegetation, the strategic siting of fuel
22 modification and Greenbelts shall provide for increased safety
23 for emergency fire equipment and evacuating civilians by its
24 utilization around Structures and Roads, including Driveways,
25 and a point of attack or defense from a Wildfire. ~~To reduce the~~

1 intensity of a Wildfire, reducing the volume and density of
2 flammable vegetation around Development through strategic fuel
3 modification, parcel siting and Building setbacks, and the
4 protection of Undeveloped Ridgelines shall provide for increased
5 safety for emergency fire equipment, including evacuating
6 civilians, and a point of attack or defense from a Wildfire.

7 Note: Authority cited: Section 4290, Public Resources Code.

8 Reference: Sections 4290 and 4291, Public Resources Code.

9

10 § 1276.01. Building and Parcel Siting and Setbacks. ~~Setback for~~
11 ~~Structure Defensible Space~~

12 (a) All parcels shall provide a minimum thirty (30) foot setback
13 for all ~~Buildings~~ from all property lines and/or the center of
14 a ~~Road~~, except as provided for in subsection (b).

15 (b) A reduction in the minimum setback shall be based upon when
16 ~~a thirty (30) foot setback is not possible for practical~~
17 ~~reasons, which may include but are not limited to, parcel~~
18 ~~dimensions or size; topographic limitations; ~~Development~~~~
19 ~~density requirements or other ~~Development~~ patterns that promote~~
20 ~~low-carbon emission outcomes; sensitive habitat; or other site~~
21 ~~constraints easements, and shall provide for an alternative~~
22 ~~method to reduce Structure-to-Structure ignition by~~
23 ~~incorporating features such as, but not limited to:~~
24 ~~Same practical effect options may include, but are not limited~~
25 ~~to:~~ (1) non-combustible block walls or fences; or

(2) ~~five (5) feet of~~ non-combustible material extending five (5) feet horizontally from the furthest extent of the Building; or

(3) installing hardscape landscaping or reducing a reduction of exposed windows on the side of the sStructure with a less than thirty (30) foot setback; or

(4) the most protective additional structure hardening that exceeds the requirements in the California Building Code, California Code of Regulations Title 24, Part 2, Chapter 7A, as requested required by the AHJ Local Jurisdiction.

Note: Authority cited: Section 4290, Public Resources Code.

Reference: Sections 4290 and 4291, Public Resources Code.

1276.02. Ridgelines. Maintenance of Defensible Space Measures.

(a) The ~~AHJ Local Jurisdiction~~ Local Jurisdiction shall identify ~~strategic Ridgelines, if any, to reduce fire risk and improve fire protection in consultation with the Fire Authority.~~ Strategic Ridgelines shall be identified through an assessment of the following factors:

(1) Topography;

(2) Vegetation;

(3) Proximity to any existing or proposed residential, commercial, or industrial land uses;

(4) Construction where mass grading may significantly alter the topography resulting in the elimination of Ridgeline fire

1 risks;

2 (45) Ability to support effective fire suppression; and

3 (56) Other factors, if any, deemed relevant by the ~~AHJ~~

4 ~~Local Jurisdiction Local Jurisdiction and Fire Authority.~~

5 (b) Preservation of Undeveloped Ridgelines identified as
6 strategically important shall be required pursuant to this
7 section.

8 (c) New ~~Buildings~~ Residential Units ~~Buildings~~ on Undeveloped
9 Ridgelines identified as strategically important are prohibited,
10 as described in subsections (c)(1), ~~and~~ (c)(2), and

11 (1) New Residential Units are prohibited within or at the
12 top of drainages or other topographic features common to
13 Ridgelines that act as chimneys to funnel convective heat from
14 Wildfires.

15 (2) Nothing in this subsection shall be construed to alter
16 the extent to which utility infraStructure Structures,
17 ~~Buildings~~, or Development other than Residential Units
18 ~~Buildings~~, such as but not limited to Utility and Miscellaneous
19 Group U Structures, including but not limited to wireless
20 telecommunications facilities, as defined in Government Code
21 section 65850.6, subdivision (d)(2), or Storage Group S or
22 Utility and Miscellaneous Group U Structures, may be constructed
23 on Undeveloped Ridgelines.

24 (3) Local Jurisdictions may approve ~~Buildings~~ on strategic
25 Ridgelines where Development activities such as mass grading

1 will significantly alter the topography that results in the
2 elimination of Ridgeline fire risks.....

3 (d) The AHJ Local Jurisdiction Local Jurisdiction may implement
4 further specific requirements to preserve Undeveloped
5 Ridgelines.

6 To ensure continued maintenance of commonly owned properties in
7 conformance with these standards and to assure continued
8 availability, access, and utilization of the Defensible Space
9 provided by these standards during a Wildfire, provisions for
10 annual maintenance shall be provided in emergency access
11 covenants or similar binding agreements.

12 Note: Authority cited: Section 4290, Public Resources Code.

13 Reference: Sections 4290 and 4291, Public Resources Code.

14
15 § 1276.03. Fuel Breaks Disposal of Flammable Vegetation and
16 Fuels.

17 (a) When Building ~~e~~Construction meets the following criteria,
18 the AHJ Local Jurisdiction Local Jurisdiction shall determine
19 the need and location for Fuel Breaks ~~in consultation with the~~
20 ~~Fire Authority~~ ~~in consultation with the Fire Authority:~~

21 (1) the permitting or approval of three (3) or more new
22 parcels, excluding lot line adjustments as specified in
23 Government Code (GC) section 66412(d); or

24 (2) an application for a change of zoning increasing zoning
25 intensity or density; or

1 (3) an application for a change in use permit increasing
2 use intensity or density.

3 (b) Fuel Breaks required by the ~~AHJ Local Jurisdiction~~ Local
4 Jurisdiction, in consultation with the Fire Authority, shall be
5 located, designed, and maintained in a condition that reduces
6 the potential of damaging radiant and convective heat or ember
7 exposure to Access routes, Buildings, or infrastructure within
8 the Development.

9 (c) Fuel Breaks shall have, at a minimum, one point of entry for
10 fire fighters and any Fire Apparatus. The specific number of
11 entry points and entry requirements shall be determined by the
12 ~~AHJ Local Jurisdiction~~, in consultation with the Fire Authority.

13 (d) Fuel Breaks may be required at locations such as, but not
14 limited to:

16 (1) Directly adjacent to ~~D~~efensible ~~S~~pace as defined by
17 14 CCR § 1299.02 to reduce radiant and convective heat exposure,
18 ember impacts, or support fire suppression tactics;

19 (2) Directly adjacent to Roads to manage radiant and
20 convective heat exposure or ember impacts, increase evacuation
21 safety, or support fire suppression tactics;

22 (3) Directly adjacent to a Hazardous Land Use to limit the
23 spread of fire from such uses, reduce radiant and convective
24 heat exposure, or support fire suppression tactics;

25 (4) Strategically located along Ridgelines, in Greenbelts,
or other locations to reduce radiant and convective heat

1 exposure, ember impacts, or support community level fire
2 suppression tactics.

3 (e) Fuel Breaks shall be completed prior to the commencement of
4 any permitted construction.

5 (e) Fuel Breaks shall be constructed using the most
6 ecologically and site appropriate treatment option, such as, but
7 not limited to, prescribed burning, manual treatment, mechanical
8 treatment, prescribed herbivory, and targeted ground application
9 of herbicides.

10 (g) Where an AHJ —a Local Jurisdiction requires Fuel Breaks,
11 maintenance mechanisms shall be established to ensure the fire
12 behavior objectives and thresholds are maintained over time.

13 (h) The mechanisms required shall be binding upon the property
14 for which the Fuel Break is established, shall ensure adequate
15 maintenance levels, and may include written legal agreements;
16 permanent fees, taxes, or assessments; assessments through a
17 homeowners' association; or other funding mechanisms.

18 (f) Fuel Breaks shall have, at a minimum, one point of entry for
19 fire fighters and any Fire Apparatus. The specific number of
20 entry points and entry requirements shall be determined by the
21 Local Jurisdiction in consultation with the Fire Authority.

22 Disposal, including chipping, burying, burning or removal to a
23 site approved by the Local Jurisdiction, of flammable vegetation
24 and fuels caused by site Development and construction, Road and
25 Driveway construction, and fuel modification shall be completed

1 prior to completion of Road construction or final inspection of
2 a Building permit.

3 Note: Authority cited: Section 4290, Public Resources Code.

4 Reference: Sections 4290 and 4291, Public Resources Code.

5
6 § 1276.04. Greenbelts, Greenways, Open Spaces and Parks

7 Greenbelts

8 (a) Where a Greenbelt, Greenway, open space, park, landscaped or
9 natural area, or portions thereof, is intended to serve as a
10 Fuel Break as part of a New Building Construction proposal, the
11 space or relevant portion thereof shall conform with the
12 requirements in § 1276.03 (Fuel Breaks).

13 (b) An AHJ Local Jurisdictions may require Greenbelts or
14 Greenways, or portions thereof, or other open areas for the
15 purpose of providing potential areas of refuge for the public or
16 firefighters or other values as a last resort, if safe
17 evacuation is not practicable.

18 Subdivision and other Developments, which propose Greenbelts as
19 a part of the Development plan, shall locate said Greenbelts
20 strategically as a separation between wildland fuels and
21 Structures. The locations shall be approved by the local
22 authority having jurisdiction and may be consistent with the CAL
23 FIRE Unit Fire Management Plan or Contract County Fire Plan.

24 Note: Authority cited: Section 4290, Public Resources Code.

25 Reference: Sections 4290 and 4291, Public Resources Code.

1
2 § 1276.05. Maintenance of Fuel Breaks

3 (a) Where a Local Jurisdiction requires Fuel Breaks pursuant to
4 § 1276.03 (Fuel Breaks), maintenance mechanisms shall be
5 established to ensure the fire behavior objectives and
6 thresholds are maintained over time.

7 (b) The mechanisms required shall be binding upon the property
8 for which the Fuel Break is established, shall ensure adequate
9 maintenance levels, and may include written legal agreements;
10 permanent fees, taxes, or assessments; assessments through a
11 homeowners' association; or other funding mechanisms.

12 Note: Authority cited: Section 4290, Public Resources Code.

13 Reference: Sections 4290 and 4291, Public Resources Code.

14
15 § 1276.065 Disposal of Flammable Vegetation and Fuels

16 The disposal, including burning or removal to a site approved by
17 the All Local Jurisdiction Local Jurisdiction, in consultation
18 with the Fire Authority, of flammable vegetation and fuels
19 caused by site Development and construction, Road and Driveway
20 construction shall be in accordance with all applicable laws and
21 regulations.

22 Note: Authority cited: Section 4290, Public Resources Code.

23 Reference: Sections 4290 and 4291, Public Resources Code.



AGENDA REQUEST

For the May 24, 2022 meeting of the Plumas County Board of Supervisors

May 16, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Public Health Agency to fill the vacancy of one (1) Health Education Series position.



Background:

Effective May 6, 2022, one (1) Community Outreach Coordinator has resigned from the Public Health Department. The Department is requesting to fill this vacancy with a Health Education Series position; which includes the Community Outreach Coordinator; or the Health Education Specialist; or the Health Education Coordinator I.

Fiscal Impact:

This position is able to be funded as allocated in the FY21/22 Public Health budget that was adopted on September 30, 2021.

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

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Health Education Series in the Public Health Agency.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

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

- Is there a legitimate business, statutory or financial justification to fill the position?
The Health Education Series employees are responsible for the organization, coordination, implementation, and conduct of a variety of Public Health education programs and related health services.
- Why is it critical that this position be filled at this time?
Not filling this position will cost PCPHA funds that cannot be drawn down from grants, and will as not being able to bill for positions unless funds have been spent. It can be argued that these are not lost funds because we won't have to expend the funds if the position is vacation. However, the County loses the value of the services being provided to families and children.
- How long has the position been vacant?
Effective 3/25/22
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 21/22 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? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

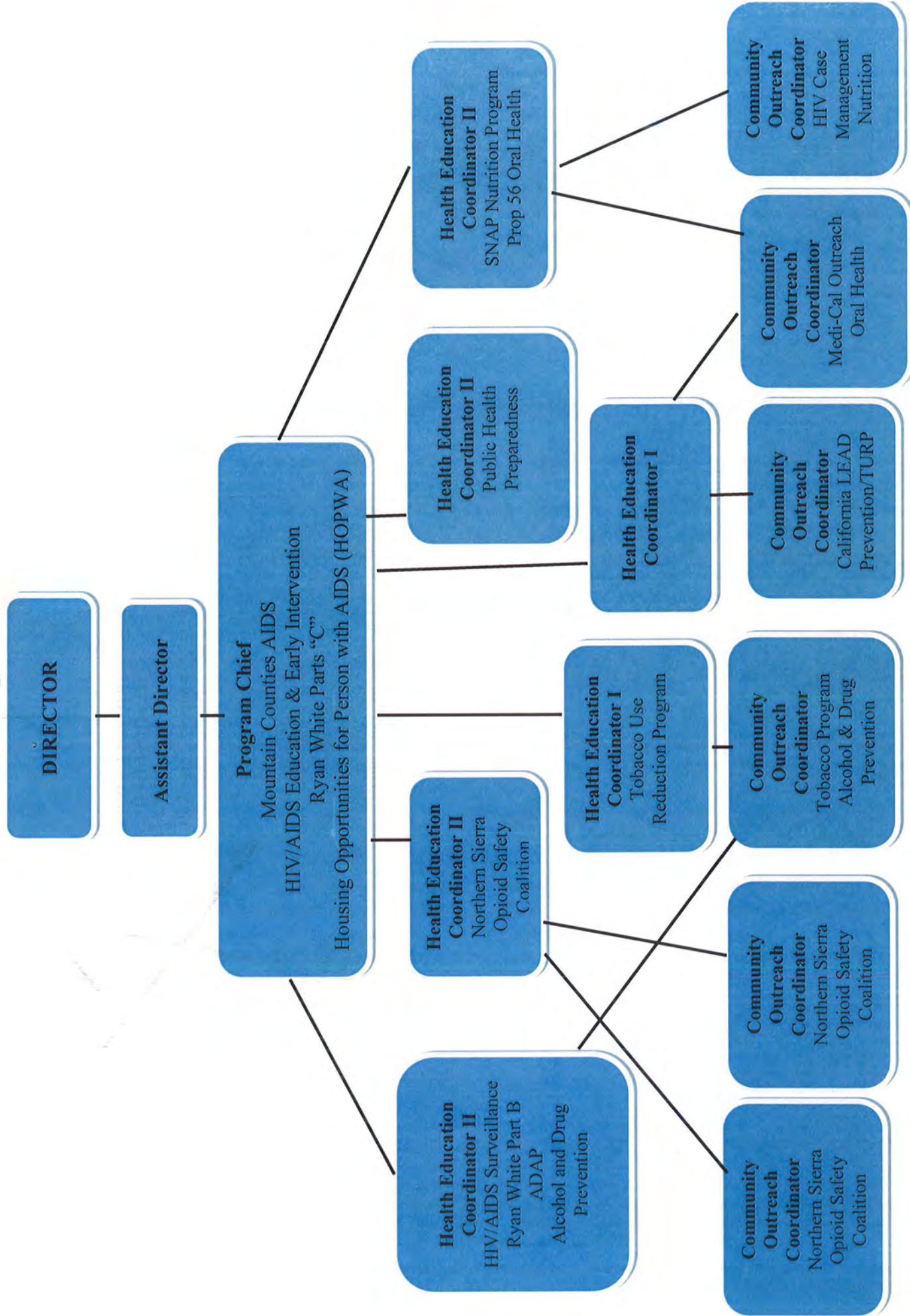
FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133

PLUMAS COUNTY PUBLIC HEALTH AGENCY
HEALTH EDUCATION AND OUTREACH

2





PCPHA
PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

AGENDA REQUEST

For the May 24, 2022, meeting of the Plumas County Board of Supervisors

May 16, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health



Subject: Approve a supplemental budget increase for the Senior Services budget unit 20830 in the amount of \$40,766.00 as a result of receiving funds relating to the California Department of Housing and Community Development Community Development Block grant.

Background:

On April 22, 2021, Plumas County Senior Services was awarded a Community Development Block Grant-Coronavirus Response Round 3 in the amount of \$81,532 from the California Department of Housing and Community Development. Funding for this grant is covered for the period July 1, 2021 to June 30, 2023.

The amount of the attached budget transfer request reflects the amount that the Public Health Department expects to incur in additional revenue and expenditures for the Fiscal Year 2021/2022.

The supplemental budget request has been approved by the County Auditor.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors Approve the attached supplemental budget in the amount of \$40,766.00.

Attachment: Supplemental budget form dated May 12, 2022.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Senior Services Dept. No: 20830 Date 5/12/2022

Dept. No: 20830

Date

5/12/2022

The reason for this request is (check one):

Approval Required

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

Board

Board

Board

Auditor

Auditor

1

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
--------	--------	--------	--------------	-----------

1

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Insufficient balance in accounts 520300 and 520400

B) Unbudgeted revenue received

C) Invoices must be paid this fiscal year

D) Unbudgeted revenue received

Approved by Department Signing Authority: Damie Fowl

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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

**AGENDA REQUEST**

For the May 24, 2022 meeting of the Plumas County Board of Supervisors

May 16, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

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

A handwritten signature in blue ink that reads "John Mannle".

Background:

Public Works is now looking to fill the (FTE) LeadWorker position in the Equipment Maintenance Shop located in the Quincy Maintenance District.

This position is funded and allocated in the proposed FY 21/22 budget of the Department of Public Works

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

Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW LeadWorker position in the Equipment Maintenance Shop as a County promotional pursuant to the Plumas County Personnel Rules.

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Power Equipment LeadWorker Quincy

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

Equipment Mechanics are the workforce for maintaining and repairing County road equipment.

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, including road maintenance. If the equipment they operate is not serviceable, they are unable to properly maintain County roads.

How long has the position been vacant?

Vacant as of 05/27/22.

Can the Department use other wages until the next budget cycle?

The Maintenance Division’s budget line item for wages in the 21/22 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 needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **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?

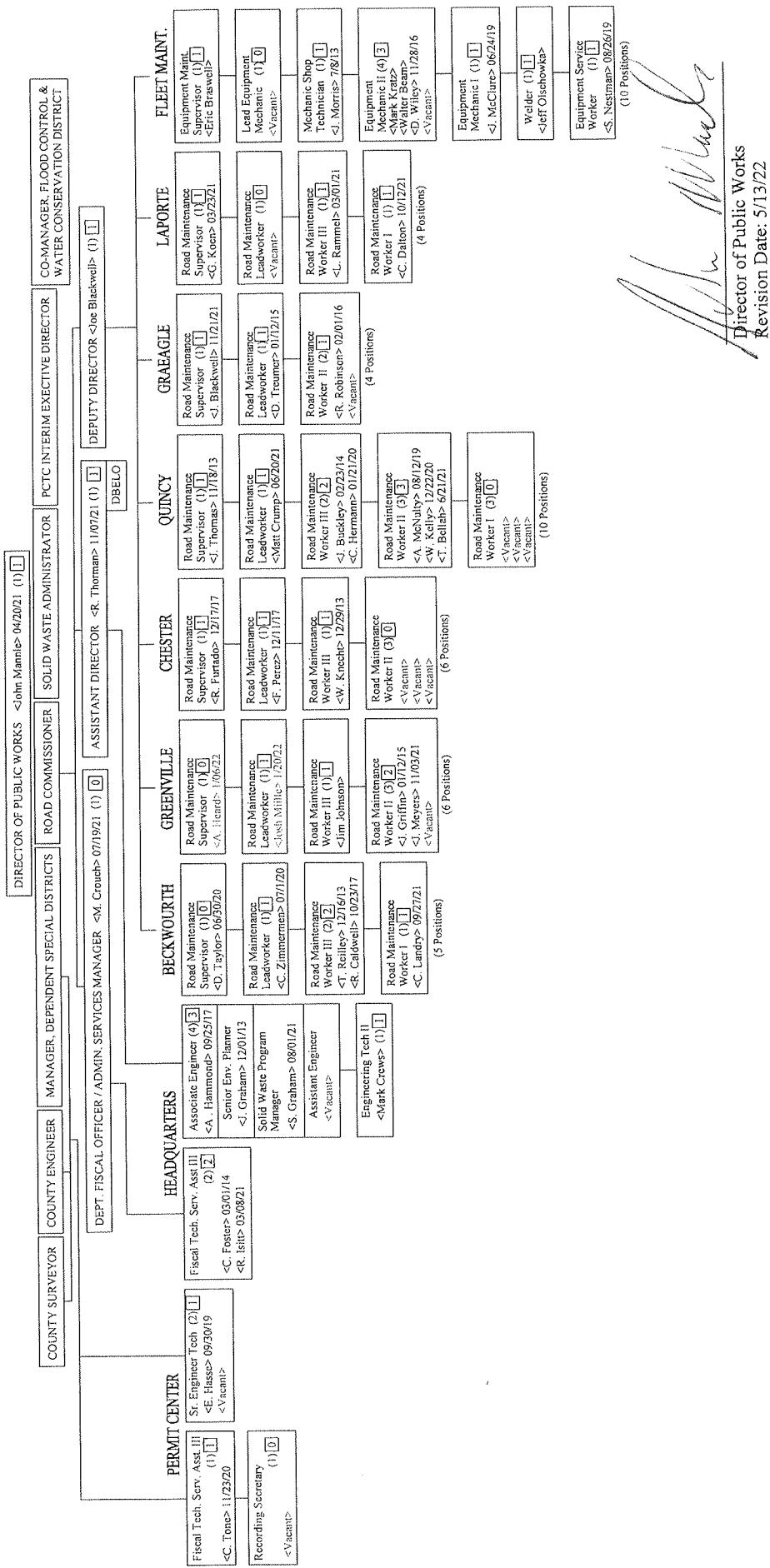
No

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 – \$1,069,000.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works
Revision Date: 5/13/22

John Blackwell

**PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

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

AGENDA REQUEST

For the May 24, 2022 meeting of the Plumas County Board of Supervisors

May 16, 2022

To: Honorable Board of Supervisors 

From: John Mannle, Director of Public Works

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

Background:

There exists a vacancy for an FTE PW Road Maintenance Worker II effective immediately.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 21/22 budget of the Department of Public Works

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

Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy for one (1) FTE PW Maintenance Worker II position in the LaPorte Maintenance District.

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker / Public Works Maintenance Division – La Porte District

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

Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.

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

The minimum crew size for the La Porte area is 4. At least 2 personnel provide for traffic control during the majority of maintenance activities leaving just 2 personnel to perform the activity. Maintenance Workers are subject to 24 hour “call-out” for road related emergencies and snow removal.

How long has the position been vacant?

Vacant as of 05/18/22.

Can the Department use other wages until the next budget cycle?

The Maintenance Division’s budget line item for wages in 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?

Providing adequate maintenance necessary component to keep County roads in the La Porte Area in a safe condition for public use for all modes of travel.

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

The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the La Porte Area.

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

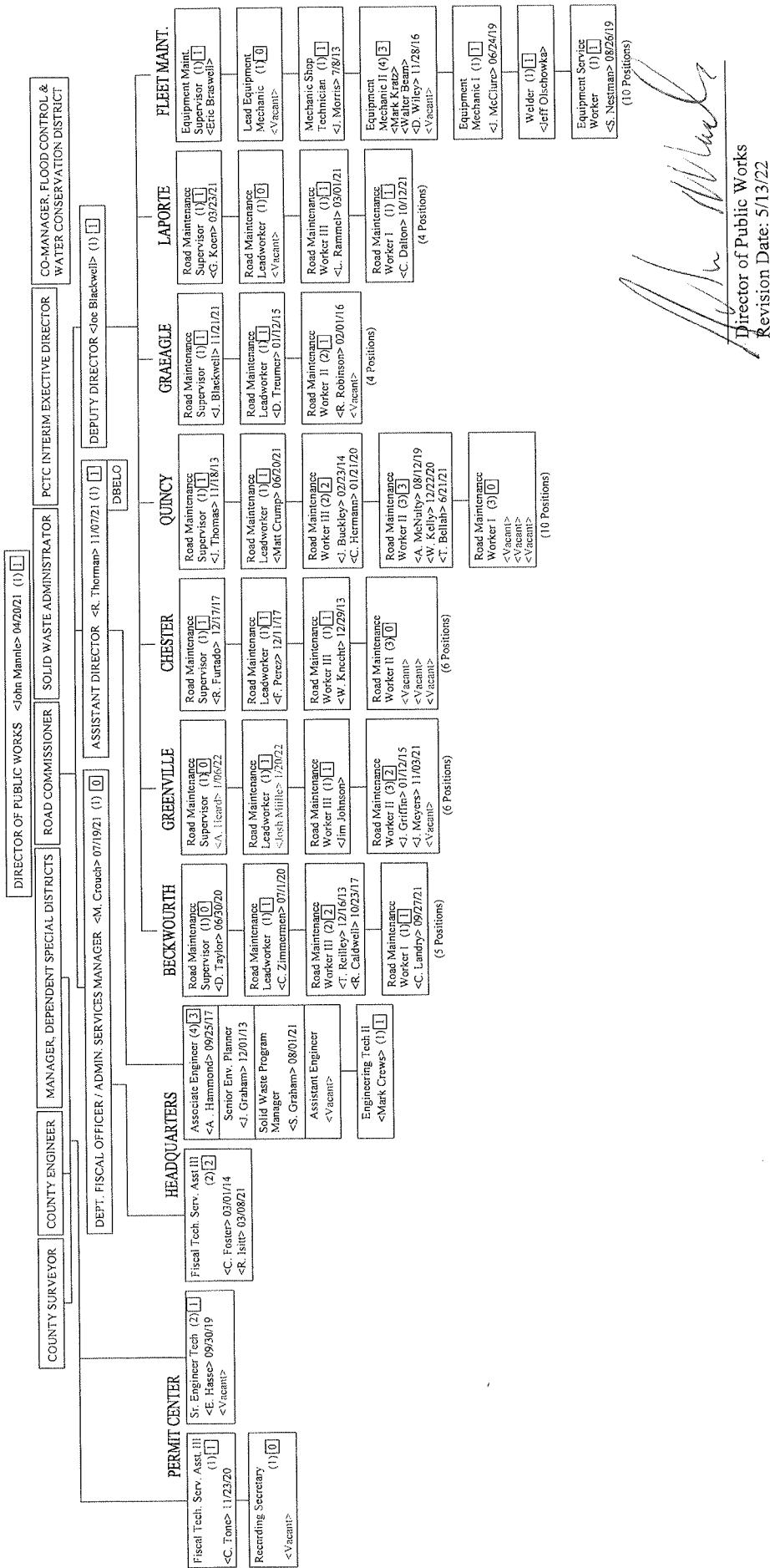
No

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? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

Yes – \$1,069,000.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART



Item 3G1

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN



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

NEAL CAIAZZO
DIRECTOR

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

DATE: MAY 10, 2022
TO: HONORABLE BOARD OF SUPERVISORS
FROM : NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR MAY 24, 2022
RE: AUTHORIZATION TO FILL A VACANT AND FUNDED OFFICE ASSISTANT POSITION

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant and funded Office Assistant position in the Department of Social Services as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a recent vacancy in the class of Office Assistant. This position became vacant on May 2, 2022.

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

Financial Impact

The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

Copies: DSS Management
Nancy Selvage, Human Resources Director

Position Classification: Office Assistant I/II

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

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

Funding Sources: The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Office Assistant – Clerk/Receptionist

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

Answer: Yes. Public social services are state mandated.

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

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

- How long has the position been vacant?

Answer: The position has been vacant since May 2, 2022.

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

Answer: No.

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

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

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

Answer: We will not be able to process perform tasks associated with Eligibility Determinations.

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

Answer: We will not expend state funds that have been allocated to this function .

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

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

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

Answer: No.

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

Answer: No.

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

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

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

Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year. Below, we provide the activity for the past three years:

- FY 2006/07 --- \$658,071
- FY 2007/08 --- \$744,339
- FY 2008/09 --- \$494,112 (As of 12/16/08)

Item 3G2

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN



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

NEAL CAIAZZO
DIRECTOR

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

DATE: MAY 10, 2022
TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR MAY 24, 2022
RE: REQUEST TO FILL A VACANT EMPLOYMENT AND TRAINING WORKER I/II/III
POSITION IN THE DEPARTMENT OF SOCIAL SERVICES

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant Employment and Training Worker I/II/III position as soon as administratively possible.

Background and Discussion

The Department of Social Services has promoted an incumbent Employment and Training Worker I/II/III (ETW I/II/III) to the position of Office Supervisor on May 2, 2022. Staff working in ETW I/II/III positions are responsible for determining initial and continuing eligibility for CalWORKs cash assistance and for providing Welfare to Work case management services that are designed to move recipients from public assistance to self-support. As shown in the enclosed back up information and Table of Organization, this position is one of three in the Department that perform this type of work.

Financial Impact

This position is budgeted in the current county budget. Funding sources for this position are State General Fund dollars, Federal pass through and County Realignment funds. There are no County General funds used for this position.

Copies: PCDSS Managers
Nancy Selvage, Director, Human Resources

Position Classification: Employment and Training Worker (ETW) I/II/III

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description: Employees filling this position are responsible for initial and continuing eligibility for families seeking the assistance of the CalWORKs program. The ETW interviews applicants and collects necessary information regarding financial assets and income to determine grant amounts. The ETW also creates and implements a Welfare-to-Work plan designed to move CalWORKs assistance recipients from public support to self-support. The ETW will meet with recipients to gauge progress in meeting plan goals.

Funding Sources: The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Employment and Training Worker I/II/III

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

Answer: Yes. CalWORKs cash assistance and Welfare to Work services are state-mandated county administered cash assistance payments and job preparation services that assist recipients in moving from public support to self-support.

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

Answer: The position is funded in the current budget and has no General Funds associated with it.

- How long has the position been vacant?

Answer: The position became vacant effective May 2, 2022

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

Answer: No.

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

Answer: Other counties are structured in similar ways although in some counties the cash assistance and eligibility components are separate – The state approves appropriate classification levels.

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

Answer: The Department would not have staff to perform eligibility work connected with CalWORKs nor would we be able to provide welfare to work services as mandated by State law.

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

Answer: We will not expend state funds that have been allocated to the administration of CalWORKs Cash Assistance. Realignment dollars will be disbursed to other programs costing the Department money.

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

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

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

Answer: No.

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

Answer: No.

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

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

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

Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

Item 4A

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

WHEREAS, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

WHEREAS, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

WHEREAS, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

WHEREAS, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS
BY PLUMAS COUNTY HEALTH OFFICER
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

WHEREAS, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

WHEREAS, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

WHEREAS, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

WHEREAS, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

WHEREAS, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

WHEREAS, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

WHEREAS, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

WHEREAS, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

WHEREAS, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

WHEREAS, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

WHEREAS, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

WHEREAS, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

WHEREAS, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

WHEREAS, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

WHEREAS, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

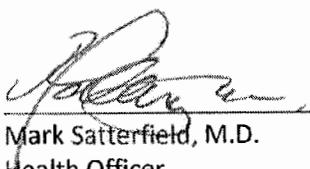
NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

NOW, THEREFORE, BE IT RESOLVED the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm
a.m./p.m. of the 26th day of July, 2021.

7/26/21
Date



Mark Satterfield, M.D.
Health Officer
County of Plumas