



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
JUNE 14, 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

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 Courtright

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

DIXIE FIRE COLLABORATIVE

Monthly 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. BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for an encroachment permit for the Mohawk Valley Independence Day Parade; to be held from 1:00 P.M. to 2:30 P.M on July 3, 2022, in Graeagle, CA. [View Item](#)

B. AUDITOR

Approve and authorize the Chair to sign Agreement between Plumas County Auditor's office and Rodney Craig Goodman, Jr. for consulting services; not to exceed \$130,000.00; approved as to form by County Counsel. [View Item](#)

C. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Behavioral Health and Telehealth Medical Group, to provide supplemental personnel to the County Behavioral Health staff; not to exceed \$176,800.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Amendment 1, to Agreement between Plumas County Behavioral Health and Kings View Corporation, amending exhibits; to include cost reporting, financial reporting, and consulting services, concerning the migration to new state wide Electronic Health Records System; not to exceed \$70,000.00; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign Business Associate Agreement between Plumas County and California Mental Health Services Authority (CalMHSA), and Joint Powers Authority (JPA); mandating certain protections for the privacy and security of personal, confidential, and sensitive information as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA); approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to sign Agreement between Plumas County Behavioral Health and Dr. Joseph Schad, to provide substance use disorder treatment, and medication assisted treatment services; not to exceed \$70,000.00; approved as to form by County Counsel. [View Item](#)

D. COUNTY COUNSEL

Approve and authorize the Chair to sign Agreement between County of Plumas Board of Supervisors and Arcadis U.S., Inc. for assistance with the Beckwourth Complex and Dixie Fire Recovery efforts; initial agreement not to exceed \$500,000.00; approved as to form by County Counsel. [View Item](#)

E. ENVIRONMENTAL HEALTH

- 1) Adopt **RESOLUTION** authorizing current and future applications for, and receipt of, the annual CUPA Rural Reimbursement Grant funds, and authorize the Interim Director of Environmental Health to sign various assurances as the Board of Supervisors designee; approved as to form by County Counsel. [View Item](#)

- 2) Approve and authorize the Interim Director of Environmental Health department to sign Agreement between Plumas County and CUPA Forum Board Environmental Protection Trust Fund, to receive Grant funds to implement Unified Programs; Grant amount \$1,000.00 (Tablets to Facilitate Inspection Reporting); approved as to form by County Counsel. [View Item](#)

F. **FACILITY SERVICES** – JD Moore

- 1) Approve and authorize the Chair to sign Agreement between Plumas County and Sharon Furniture Inc., dba Towne Carpet, to replace the carpet in the District Attorney/ Alternative Sentencing “suite”; not to exceed \$21, 426.66; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign agreement between Plumas County Facility Services and Dig it Construction, Inc., for improvements to tennis court and constructing a pickle-ball court at the Taylorsville Campground as part of the OLGA Grant; not to exceed \$23,572.00; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and DBT Transportation Services, LLC; for maintenance on the counties 3 automated weather observation systems (AWOS); not to exceed \$21,600.00; approved as to form by County Counsel. [View Item](#)

G. **HUMAN RESOURCES**

Adopt **RESOLUTION** to adopt the Plumas County Pay Schedule; to reflect new base wages and to meet the CalPERS CCR 370.5 Statutory and Regulatory Requirements for Publicly Available Pay Schedule; approved as to form by County Counsel, discussion and possible action. **Roll call vote**
[View Item](#)

H. **INFORMATION TECHNOLOGY**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County I.T. Department and CivicPlus; for board/ committee agenda, and meeting management software; not to exceed \$45,305.00 over a 3 year period; approved as to form by County Counsel. [View Item](#)
- 2) Approve and Authorize the Chair to sign Agreement between Plumas County I.T. Department and Monsido for ADA accessibility software and support; not to exceed \$14,310.00 over a 3 year period; approved as to form by County Counsel. [View Item](#)

I. **LIBRARY**

Adopt **RESOLUTION** authorizing the County Librarian to file and execute an Agreement funded by the California State Library Grant program, to implement the Plumas County Library Program; Providing free summer meals and Pop –up Libraries to children and teens while school is out of session; approved as to form by County Counsel. [View Item](#)

J. **PROBATION**

- 1) Approve and authorize the Chair to ratify and sign Agreement between Plumas County Probation Department and Dr. Alfredo M. Amezcaga Jr., for juvenile psychological evaluations; beginning January 1, 2022; not to exceed \$14,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Probation Department and Track Group, Inc., for full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders; not to exceed \$25,000.00; approved as to form by County Counsel. [View Item](#)

K. **PUBLIC HEALTH**

Approve and authorize the Chair to sign Agreement between Plumas County Public Health and the County of Santa Cruz, to administer County based Medi-Cal Administrative Activities (CMAA) program; not to exceed \$71,500.00, funded through various Public Health programs; approved as to form by County Counsel. [View Item](#)

L. PUBLIC WORKS

- 1) Approve and authorize the Chair to Sign Amendment 3A to Agreement between Plumas County and Stantec Consulting Services, Inc., for "On-Call Environmental/ CEQA & NEPA Services for preparation and performance of a Sierra Nevada Yellow-legged Frog, and Foothill Yellow-legged Frog Survey Training Program; not to exceed \$4,812.75; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to Sign the 1st Amendment to the 10th Amendment to Agreement between the County of Plumas and MGE, Inc. for analysis of Dixie Fire Damage to Greenville Streets Project, extending the original agreement date for one year; approved as to form by County Counsel. [View Item](#)
- 3) Authorize the Public Works Director to sign Real Property Agreement, and approve \$12,000.00 payment to Michael B. Hanley, Trustee/ Landowner for the purchase of Permanent Easement Deed to Lights Creek Bridge Rehabilitation Project (APN: 004-200-024); approved as to form by County Counsel. [View Item](#)

M. SHERIFF

Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and A&P Helicopters, Inc., to provide helicopter rentals with licensed pilots for law enforcement needs; not to exceed \$75,000.00; approved as to form by County Counsel. [View Item](#)

N. SOCIAL SERVICES

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Department of Social Services and Jump Technology Services, for adult protective services software program; not to exceed \$6,300.00, reimbursable from CDSS; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Department of Social Services and Quincy Tow Service and Repair for vehicle maintenance, towing, and repair services; not to exceed \$9,999.00; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Department of Social Services and Plumas Rural Services for assessment, interventive, and case management services for TANIF eligible recipients; not to exceed \$28,600.00 - there is no impact the County General Fund; approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to sign Amendment to Agreement between Plumas County Department of Social Services and The Plumas Crisis Intervention and Resource Center for case management and housing support for homeless CalWORKs recipients; not to exceed \$372,962.00 per year - there is no impact the County General Fund; approved as to form by County Counsel. [View Item](#)
- 5) Approve and authorize the Chair to sign Agreement between Plumas County Department of Social Services and April Bay, Ph.D., to provide psychological evaluations and reports for designated Adults and/ or their children in the welfare system; not to exceed \$25,000.00 - there is no impact the County General Fund; approved as to form by County Counsel. [View Item](#)
- 6) Approve and authorize the Chair to sign Agreement between Plumas County Department of Social Services and Plumas Rural Services for family therapy, for children and families in the child welfare system; not to exceed \$50,000.00 - there is no impact the County General Fund; approved as to form by County Counsel. [View Item](#)
- 7) Approve and authorize the Chair to sign Agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home classes; not to exceed \$56,000.00 - there is no impact the County General Fund; approved as to form by County Counsel. [View Item](#)

- 8) Approve and authorize the Chair to sign Agreement between Plumas County Department of Social Services and Plumas Rural Services for County-wide, Life Skills Parenting Classes; not to exceed \$17,200.00 - there is no impact to the County General Fund; approved as to form by County Counsel. **View Item**
- 9) Approve and authorize the Chair to sign Agreement between Plumas County Department of Social Services and Glenn County Human Resources Agency (HRA), for Child Welfare Core and CWS/CMS computer training; funds designated by the State for CWS training are sent directly to Glenn County; approved as to form by County Counsel. **View Item**

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Beckwourth County Service Area Governing Board

3. **BECKWOURTH COUNTY SERVICE AREA** – John Mannle
 - A. Authorize no contract payment of invoices totaling \$4,830.00 to Plumas Sanitation, Inc.; for services provided May 18, 2022 through May 20, 2022; discussion and possible action. **View Item**

Adjourn as the Beckwourth County Service Area Governing Board and reconvene as the Board of Supervisors

4. DEPARTMENTAL MATTERS

- A. **AUDITOR / CONTROLLER** – Martee Graham
 Authorize the Auditor/ Controller's Interim Director to recruit and fill, funded and allocated; 1.0 FTE Payroll Specialist I/ II position; vacancy due to promotion; discussion and possible action. **View Item**
- B. **BEHAVIORAL HEALTH** – Sharon Sousa
 Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Therapist I/ II/ Senior within department 70570, and 70571; vacancy due to promotion; discussion and possible action. **View Item**
- C. **BUILDING DEPARTMENT** – Chuck White
 Approve and ratify, Building Department Directors request to hire a candidate for the Building Inspector I position at a salary step 4; discussion and possible action. **View Item**
- D. **CLERK-RECORDER/ REGISTRAR OF VOTERS** – Marcy DeMartile
 Authorize the Clerk recorder to recruit and fill, funded and allocated; 1.0 FTE Lead Deputy Clerk-Recorder position; vacancy due to relocation; discussion and possible action. **View Item**
- E. **HUMAN RESOURCES** – Nancy Selvage
 - 1) Adopt **ORDINANCE**, first introduced May 24, 2022, amending Article 2 of Chapter 5 of Title 2 of Plumas County Code, section 2-5.204; District Attorney/ Public Administrator (Salaries: Elected Official); discussion and possible action. **Roll call vote View Item**
 - 2) Adopt **RESOLUTION** authorizing the adoption of Juneteenth (June 19th) as a County approved Holiday to be celebrated annually; approved as to form by County Counsel; discussion and possible action.
Roll call vote View Item

- 3) Adopt **RESOLUTION** as corrected, updating base wages for Plumas County Department Heads, effective June 6, 2022, and Approve Department Head Employment Agreement Amendments reflecting newly adopted pay schedule; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

F. **LIBRARY** – Lindsay Fuchs

Approve and authorize the County Librarian to renew Agreement between Plumas County Library and Faronics for software maintenance; not to exceed \$203.00; not approved as to form by County Counsel; discussion and possible action. [View Item](#)

G. **PROBATION** – Keevin Allred

- 1) Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County Department of Probation and the Superior Court of California, County of Plumas, for SB129 funding and the provision of pretrial release program; Increased Revenue of up to \$140,000.00 annually for ongoing pretrial expenses and an additional \$140,000.00 for one time development spending; approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 2) Authorize the Director of Probation to recruit and fill, funded and allocated; 1.0 FTE Equivalency Deputy Probation Officer I/ II, for provision pretrial services; discussion and possible action. [View Item](#)

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

- 1) Approve supplemental budget increase for the Senior Transportation unit 20480 in the amount of \$19,148.00, to pay the remaining FY 2021/ 2022 expenditures; discussion and possible action. **Four/ fifths roll call vote** [View Item](#)
- 2) Authorize supplemental budget request of \$30,000.00 for receipt of unanticipated revenue from CARES funding, to Senior Nutrition budget 20830; for household expenses and food; **Four/Fifths required roll call vote** [View Item](#)
- 3) Authorize the Director of Public Health to recruit and fill, (1) vacant; 0.675 FTE Extra Help Driver position in the Chester Area; vacancy due to long-term illness; Discussion and possible action. [View Item](#)

I. **PUBLIC WORKS** – John Mannle

- 1) Authorize the Public Works Road Department to recruit and fill, funded and allocated; 1.0 FTE Public Works Maintenance Worker II position in the Quincy Maintenance District; vacancy due to resignation; discussion and possible action. [View Item](#)
- 2) Adopt **RESOLUTION** approving the Road Maintenance Rehabilitation Account (RMRA) List of Projects for FY 2022-23; Funded by Senate Bill 1 (SB 1), the “Road Repair and Accountability Act of 2017”, and authorize the Director of Public Works to submit the project list to California Transportation Commission, perform related duties, and execute necessary documents as may be required to administer the SB 1 related funds; discussion and possible action; **Roll call vote** [View Item](#)

5. **BOARD OF SUPERVISORS**

A. **TITLE III – SECURE RURAL SCHOOLS FUNDING**

Consider application(s) submitted by Plumas County Sheriff’s Office, for FY 2021 Secure Rural Schools Funding Title III:

- 1) Plumas Co. Sheriff’s Office Search and Rescue Vehicle Replacement Project (\$116,686.24)
- 2) Plumas Co. Sheriff’s Office Search and Rescue Reimbursement/ Replacement Project (\$80,000.00)
- 3) Plumas Co. Sheriff’s Office Microwave Radio Replacement Project (\$20,000)

- and direct the Clerk to provide Public Notice to begin the 45 Day Comment Period; and schedule the required Public Hearing before the Board on August 9, 2022; discussion and possible action [View Item](#)

B. Plumas County Airport Land Lease review; discussion, direction and/ or possible action.

C. APPOINTMENTS

- 1) Appoint Supervisor Greg Hagwood to the Abandoned Vehicle Abatement Board; appointment due to resignation; discussion and possible action.
- 2) Appoint Matt Brubaker and James Magill to the Fish and Game Commission; appointments due to resignations; discussion and possible action. **View Item**
- 3) Appoint John Dvorak to the Feather River Resource Conservation District; appointment due to resignation; discussion and possible action. **View Item**
- 4) Appoint Deborah Anderson to Far Northern Coordinating Council Board of Directors as representative for Plumas County; discussion and possible action. **View Item**
- 5) Appoint Judy Leland, Matt Cerney, and Laura Kearns to the Indian Valley Parks and Recreation District; to form a quorum; discussion and possible action.
- 6) Appoint Gordon Bennie to the Airport Land Use Commission; discussion and possible action. **View Item**
- 7) Appoint Denise Pyper to serve on the Plumas County Behavioral Health Commission; discussion and possible action. **View Item**

D. Correspondence

E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020-00283112
- B. 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
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, June 21, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

GRAEAGLE FIRE PROTECTION DISTRICT

Ed Ward, Chief
P.O. Box 64
7620 Highway 89
Graeagle, CA 96103
530-836-1340
Fax 530-836-2645
admin@graeaglefire.org



May 25, 2022

Plumas County Board of Supervisors
520 Main Street, Room 309
Quincy, CA 95971

Dear Members of the Board of Supervisors:

On behalf of the Graeagle Independence Day Committee we are writing to inform you of our intent this year with respect to the Fourth of July activities and invite you all to join in the festivities.

This year, the aerial fireworks display will be held on Saturday, July 2, 2022 at dusk (9:30) and ending at 10:00 p.m. The parade will fall on Sunday, July 3, 2022, beginning at 1:00 p.m. and ending at approximately 2:30 p.m.

Due to the anticipated number of people attending these events, we have requested the Plumas County Sheriff's Office and the California Highway patrol to be on hand to assist in crowd and/or traffic control for the fireworks and parade.

This is the same permit request as the past several years. We would ask that your office provide us with a letter of support and permission as required by Cal-Trans for the permits.

We will notify you of the last committee meeting regarding this event should you wish to be represented. You will be included on the Insurance binder, copy of insurance to follow.

If you should have any questions, please feel free to call me on my cell (925) 642-4556. We thank you in advance for your attention to this matter and look forward to working with you again.

Sincerely,

Dianne Buckhout, Representative
Graeagle Fire Protection District
MVIP Events Committee

GRAEAGLE FIRE PROTECTION DISTRICT

7620 Highway 89
P.O. Box 64
Graeagle, CA 96103
530-836-1340
Fax 530-836-2645
admin@graeaglefire.org
www.graeaglefire.org



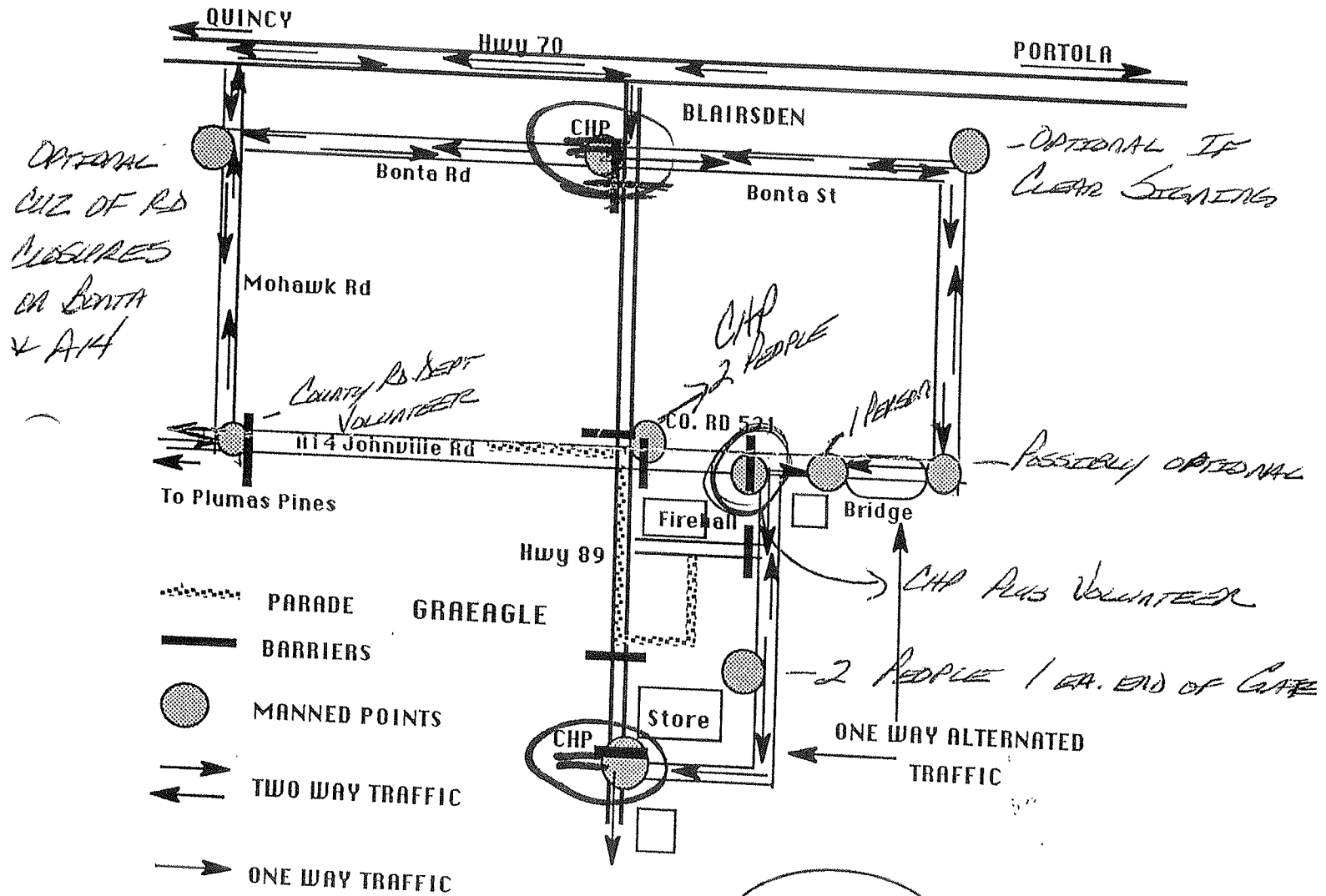
Traffic Maps
Letters

Certificate of Insurance listing the County of Plumas as co-insured in the amount of \$1 million, minimum. ***Please have your insurer attach a note to the policy naming this specific event.***

MOHAWK VALLEY INDEPENDENCE DAY SUNDAY July 3, 2022

PARADE: TRAFFIC DETOUR MAP

CHP MAP



CONES = 50 CALTRANS

BARRIERS = 15 PLRD
15 CALTRANS

30

RADIOS = 2 EACH

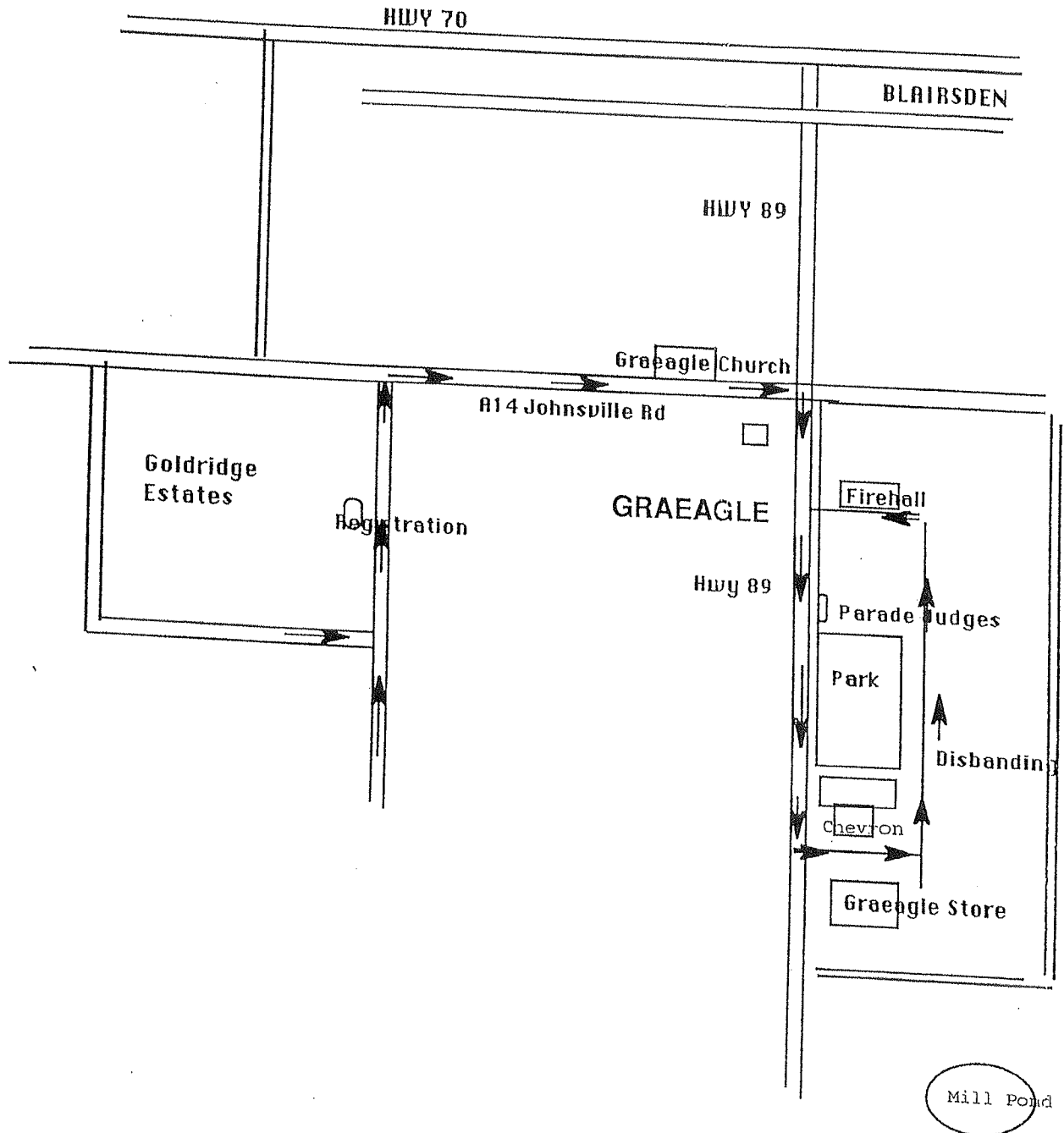
SIGNS = 3 SETS PLRD
2 SETS CALTRANS

ADD'L 2 PLRD

"1" "1" "1"

Mohawk Valley Independence Day Celebration **SUNDAY**
July 3, 2022

Parade Route



Cones - 50 Cal Trans

Barriers - 15 PCRD

" - 15 Cal Trans

30 Total

Signs - 3 Sets PCRD

2 " Cal Trans

Add'l 2 PCRD

"Detour Ahead"

Radios - 2 each

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

86 W. Main Street
Quincy, CA 95971
(530) 283-1100
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



May 27, 2022

File No.: 165.115803.18395

Graeagle Fire Protection District
Dianne Buckhout
P.O. Box 64
Graeagle, CA 96103

Dear Ms. Buckhout:

Our office is in receipt of your letter regarding the Mohawk Valley Fireworks on July 2, 2022 and parade on July 3, 2022 during the Fourth of July weekend. As in years past, we are looking forward to the event and will be providing the requested assistance.

If you have any questions or concerns, please feel free to contact our office at (530)283-1100. Good luck with this year's events.

Sincerely,

C. J. Parent
C. J. PARENT, Lieutenant
Commander
Quincy Area





Office of the Sheriff

Office of Emergency Services

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

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

June 11, 2019

RE: Mohawk Valley July 4th activities

To whom it may concern,

The Plumas County Sheriff's Office is aware of the aerial fireworks display on July 6th from 9:30 (dusk) to 10:00pm. In addition the parade will take place on July 7th from 1:00-2:30. Escorts will be required for the duration of the parade (front and rear.)

The Sheriff's Office supports these events and will provide additional personnel to monitor these events as needed.

If you need any further assistance, please feel free to contact me at 283-6375.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Johns".

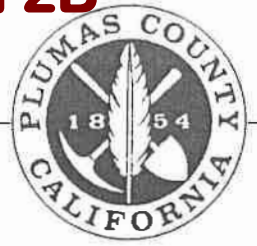
Todd Johns
Patrol Commander

TJ/lp

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET ♦ ROOM 205 ♦ QUINCY, CA 95971-4111 ♦ (530) 283-6249 ♦ FAX (530) 283-6442

MARTEE GRAHAM ACTING ♦ AUDITOR / CONTROLLER



Date: 6/6/2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: MARTEE GRAHAM- ACTING AUDITOR/CONTROLLER

SUBJECT: Approval of services agreement between County of Plumas and Rodney Craig Goodman, Jr., for consulting services.

Recommendation:

Approve Services Agreement between County of Plumas and Rodney Craig Goodman, Jr., for consulting services as described in Exhibit A of the attached Services Agreement document. The contract amount is up to \$130,000.00, the term of the contract is for June 20, 2022, through December 31, 2022, per the Exhibit B of attached Services Agreement.

Background:

Rodney Craig Goodman, Jr., provides consulting services for many counties in California, as well as assistance with legal matters, year-end reporting, and staff training. The Auditor/Controller is asking permission to hire Mr. Goodman for assistance with the year-end closing process, GASB 68, OBEP, finishing the 2021 Audit with Smith and Newell as well as training the staff on reporting and other processes. The scope of work is outlined in Exhibit A.

MARTEE GRAHAM
Plumas County Acting Auditor/Controller

Services Agreement

This Agreement is made as of May 27, 2022, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and Rodney Craig Goodman, Jr., an individual (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 Thirty Thousand and No/100 Dollars (\$130,000.00).
3. Term. The term of this agreement shall be from June 20, 2022, through December 31, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 20, 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. General liability coverage with a minimum per occurrence limit of One Million Dollars (\$1,000,000).
 - b. Professional liability coverage with a minimum per occurrence limit of two-hundred fifty thousand Dollars (\$250,000), with a Two-Hundred Fifty Thousand Dollars (\$250,000) aggregate.
 - c. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of Fifty Thousand dollars (\$50,000) per person and One Hundred Thousand Dollars (\$100,000) per accident, as well as a minimum property damage limit of Fifty Thousand Dollars (\$50,000) per accident.
 - 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's

insurance shall be primary insurance in respect to 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Martee H. Graham, Acting Auditor/Controller
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971
Attention: Martee H. Graham

Contractor:

Rodney Craig Goodman Jr., CPA
8830 Elk Grove Blvd.
Elk Grove, CA 95624

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.

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

CONTRACTOR:

Rodney Craig Goodman Jr.,
an individual

COUNTY:

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

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

ATTEST:

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

Approved as to form:

 6/9/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

- Assist the Auditor-Controller's Office in creating and maintaining a year-end closing process.
- Assist the Auditor-Controller's Office in providing year-end training to departments that will facilitate the year-end data collection and verification process.
- Assist the Auditor-Controller's Office to identify, compile, and record all closing entries while maximizing the use of the County of Plumas' accounting system data for the preparation of full disclosure financial statements for FY 2021-2022 in compliance with generally accepted accounting principles.
- Provide general training to staff of the Auditor-Controller's Office on year-end closing, reporting and other processes.
- Assist the Auditor- Controller's Office with 2021 Audit with Smith and Newell
- Assist the Auditor- Controller's Office with GASB and OBEP reporting.
- Other professional services as mutually agreed upon between Contractor and County.

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00).

Contractor shall charge \$200 per hour for services provided under this Agreement, inclusive of all expenses unless expressly authorized by County in writing prior to the occurrence of such expense.

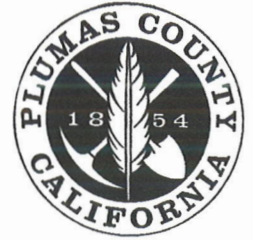
Contractor shall submit an invoice to County on a monthly basis. County shall reimburse Contractor within fifteen (15) days of receipt of undisputed invoice.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Sharon Sousa MFT, Behavioral Health Interim Director

DATE: June 14, 2022

TO: Honorable Board of Supervisors 

FROM: Sharon Sousa, Behavioral Health Interim Director

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign FY 2022/23 \$176,800.00 Agreement with Iris Telehealth Medical Group.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign Amendment Number 1 additional cost \$496,000.00 to FY 2021/24 Agreement with Kings View Corporation.
3. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign Business Associate Agreement with California Mental Health Services Authority, CalMHSA, and Joint Powers Authority, JPA.
4. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign FY 2022/23 \$ 70,000.00 Medical Direction and Medication Assisted Treatment Agreement with Dr. Joseph Schad.

BACKGROUND AND DISCUSSION:

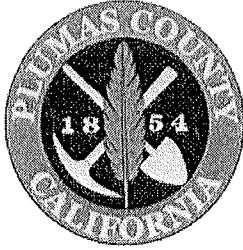
1. Iris Telehealth Medical Group will provide licensed social workers, licensed marriage and family therapists to work in various areas of the Behavioral Health Services. Contractor will provide supplemental personnel to County Behavioral Health staff. This Agreement has been approved to form by County Counsel.
2. Kings View Amendment Number 1 will include scope of work for cost and financial reporting services, 8X8 virtual phone system equipment costs and support. Kings View will provide consultive services to County concerning the migration to new statewide Electronic Health Records Systems. Also, to include programs; E-Prescribing System, Scheduling System, Client Data Systems, Assessment and Treatment planning system. Behavioral Health respectfully request board approval to increase program services with

Kings View Corporation to our current three-year term to continue in providing support and services for the Anasazi Electronic Health Record Systems Computer Program. Kings View currently provides monthly Medi-Cal billing, Health Information Analytics, Dashboards, State reporting of California Outcomes and Measurement Systems, Client and Service Information, Child and Adolescent Needs and Strengths (CANS), Cost reporting services and Revenue & Expenditure reports. Kings View provides HIPAA compliant programs already installed into computer / network equipment. The 2021/2024 executed contract is on file with the Clerk of the Board of Supervisors. This Amendment has been approved to form by County Counsel.

3. Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 requires a written agreement between the county and contractor in order to mandate certain protections for the privacy and security of personal information, sensitive information, and confidential information. This agreement has been approved to form by County Counsel.

4. Behavioral Health respectfully requesting Board of Supervisors approve and authorize board chair to sign agreement with Dr. Joseph Schad, licensed physician, to conduct health screening reviews, participate in utilization process, sign treatment plans and provide Medically Assisted Treatment, MAT, with program staff. This agreement has been approved to form by County Counsel.

FINANCIAL IMPACT: There are no General Fund revenue involved in these matters. Any costs associated with these matters are covered by a combination of Federal and State funds.



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone: (530) 283-6240 Fax: (530) 283-6116

GRETCHEN STUHR
COUNTY COUNSEL
SARA G. JAMES
DEPUTY COUNTY COUNSEL
JOSHUA BRECHTEL
DEPUTY COUNTY COUNSEL
KRISTINA ROGERS
PARALEGAL

June 6, 2022

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

SUBJECT: Approve and Authorize Chair to sign agreement between County of Plumas Board of Supervisors and Arcadis U.S., Inc. for assistance with Beckwourth Complete and Dixie Fires Recovery Efforts

Background:

In August 2021 the Dixie Fire tore through Plumas County leaving destruction in its wake. The County put out a Request for Proposals looking for companies to assist in the aftermath, including recovery, from the fire. Arcadis U.S., Inc. had the successful proposal. Arcadis estimates the cost to the County could be up to \$2 million dollars for their services, however, the initial amount of this agreement is \$500,000. County staff substantial revised the Scope of Work to reduce what services were being required. Arcadis has agreed to the revised Scope of Work for this contract.

Proposal:

The County Counsel's Office seeks approval of the attached Agreement.

Action:

It is recommended that the Board of Supervisors approve the attached Agreement.

END OF MEMORANDUM

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **County Administrator's Office** (hereinafter referred to as "County"), and **Arcadis U.S., Inc., a Delaware Company** (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 five hundred thousand Dollars (\$500,000.00).
3. Term. The term of this agreement shall be from June 14, 2022 through January 31, 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 Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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 negligent error or omission 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 acts, omissions, negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

____ COUNTY INITIALS

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

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

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

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

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

CONTRACTOR has disclosed to the COUNTY that the Pacific Gas & Electric Company ("PG&E") is a past and current client of CONTRACTOR. The COUNTY and CONTRACTOR agree that CONTRACTOR's scope of work under this Agreement will not include services that either the COUNTY or CONTRACTOR view as adverse to the interests of PG&E, and specifically, will not include any type of litigation support or claim support that involves PG&E.

22. Force Majeure. Neither COUNTY nor the CONTRACTOR, including the CONTRACTOR's subcontractor(s), if any, will be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
23. Invoicing and Payments. For services satisfactorily rendered and upon receipt and approval of the invoices, the COUNTY agrees to compensate the CONTRACTOR for services performed in accordance with the rates specified herein (Exhibit B) within 30 days of COUNTY's receipt of such invoices.
- a. CONTRACTOR shall submit invoices not more than bi-weekly (every two weeks) via email to kristinarogers@countyofplumas.com.
 - b. Invoices shall include the following information:
 - i. Contractor's company name and address
 - ii. Date invoice was submitted
 - iii. Billing Period
 - iv. Project Name and Contract Number
 - v. Specified invoice number containing a unique ID
 - vi. Overall total of invoice
 - vii. Quantity of contract line item
 - viii. Rate of contract line item
 - ix. Overall total of contract line item (for services billed within invoice period)
 - x. Clear, scanned, copies of any receipts and/or other supporting documents relating to costs billed.

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

24. Changes. At any time after execution of this Agreement, COUNTY may request changes in CONTRACTOR services consisting of additions, deletions, and revisions within the general scope of services being performed by CONTRACTOR under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if COUNTY has notified CONTRACTOR of a change, CONTRACTOR shall submit to COUNTY within a reasonable time a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. In addition, should CONTRACTOR be obstructed or delayed in the commencement, performance or completion of the services, without fault on its part, then CONTRACTOR will be entitled to an adjustment in compensation and/or an extension in the schedule.

Notwithstanding the above, COUNTY may direct CONTRACTOR in writing to perform the change prior to approval of price and schedule adjustments by COUNTY. If so directed, CONTRACTOR shall not suspend performance of this Agreement during the review and negotiation of such change, as long as the change is a reasonably foreseeable alteration of the services originally contemplated.

25. Limitation of Liability. Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONTRACTOR and its directors, officers, employees, agents or subcontractors (collectively "CONTRACTOR Parties"), to COUNTY and anyone claiming by, through, or under COUNTY for any and all injuries, claims, losses, expenses, costs, attorneys' fees and damages whatsoever arising out of, resulting from, or in any way related to the services or this Agreement shall not exceed the fees paid to CONTRACTOR under this Agreement

Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, in no event shall either COUNTY or CONTRACTOR be liable to the other party for any incidental, indirect, punitive or consequential damages including, but not limited to, loss of revenues or profits, cost of capital, loss of use or opportunity, cost of substitute facilities, good or services arising out of, resulting from, or in any way related to the Project, CONTRACTOR services or this Agreement.

The releases, waivers and limitation of liability set forth in this Section shall apply irrespective of the cause including, but not limited to, the negligent acts or omissions, strict liability, fault, breach of contract, tort, indemnity obligations, or breach of express or implied warranties by or termination of the party whose liability is released, waived or limited.

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

COUNTY:

County Counsel
County of Plumas
520 Main Street, Room 302

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

Quincy, CA 95971
Attention: Gretchen Stuhr

CONTRACTOR:

Arcadis U.S., Inc.
101 Creekside Ridge Court, Suite 200
Roseville, CA 95678
Attention: James Eisert

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

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

CONTRACTOR:

Arcadis U.S., Inc., a Delaware corporation

By: 

Name: James Eisert

Title: Vice President

Date signed: 6 / 06 / 2022

By: 

Name: Lynne Fenley

Title: Vice President

Date signed: 6/06/2022

COUNTY:

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

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

Heidi White

Clerk of the Board of Supervisors

6/9/2022

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

TASK 1: DOCUMENT CONTROL AND DATA MANAGEMENT

CONTRACTOR to assist the COUNTY to establish programmatic document control, file retention system and data management processes and to provide post-award grant administration including intake of required property specific information and necessary forms.

TASK 2: GENERAL FINANCIAL ACCOUNTING ASSISTANCE

CONTRACTOR to assist the COUNTY in the management of financial accounting needs including documentation for full eligible reimbursement and development of financial models concerning projections of anticipated revenue changes for both long and short term effects of the fire.

CONTRACTOR to assist the COUNTY in insurance claim preparation, coordination, and advice through insurance adjustment process.

TASK 3: INSURANCE COLLECTION ACTIVITIES

The Federal Emergency Management Agency (FEMA), approved Private Property Debris Removal in response to the Beckwourth Complex and Dixie Fires, and the California Governor's Office of Emergency Services (CalOES) and other partners established the Consolidated Debris Removal Program, to safely remove potentially hazardous ash and debris from affected private and approved public properties ("Government Program"). FEMA subsequently approved the removal of hazard trees as part of Private Property Debris Removal, and CalOES and other partners established a hazard tree removal program, also known as the Government Program, to safely remove hazard trees threatening public roads, rights-of-way, and eligible private roads.

Property owners ("Owners") submitted a Right-of-Entry Permit ("ROE") to participate in the Government Programs. The ROE includes a section on reimbursement indicating that all debris and/or hazard tree removal activities are provided by the Government at no direct cost to Owner. However, the Owner agrees to file an insurance claim if Owner possesses insurance. The section also outlines that State and federal laws require Owner to assign any debris or hazard tree removal insurance proceeds to the Government to avoid a duplication of benefits pursuant to 42 USC 5155; 44 CFR 204.62.

Approximately _____ Owners within the Beckwourth Complex and Dixie Fires area who enrolled in the Government Program for debris removal indicated there was an insurance policy in effect at the time of the Beckwourth Complex and Dixie Fire. Approximately _____ Owners within the Beckwourth Complex and Dixie Fires area who enrolled in the Government Program for hazard tree removal indicated there was an insurance policy in effect at the time of the Beckwourth Complex and Dixie Fires. COUNTY obtained insurance policy information from Owners when it collected ROEs for both programs. COUNTY collected insurance proceeds from approximately _____ parcels to date.

In accordance with the CalOES approval for Private Property Debris Removal, COUNTY is required to make reasonable efforts to collect insurance funds allocated for removal of fire debris and/or hazard trees to prevent a duplication of benefits to the Owner pursuant to 42 USC 5155;

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

44 CFR 204.62. COUNTY is retaining CONTRACTOR for these Insurance Recovery Services and the associated tasks to prevent duplication of benefits are outlined below.

CONTRACTOR Responsibility for Insurance Collection Activities

Task 3A: Project Management

The COUNTY shall identify a Point of Contact at the COUNTY who will be responsible for coordinating with the CONTRACTOR regarding insurance collection activities. The COUNTY Point of Contact shall provide a comprehensive status of all insurance collection activities to date and shall remain available for questions and/or meetings when requested by the CONTRACTOR.

CONTRACTOR shall be responsible for insurance collection activity project management including:

- Preparing and updating reports and documents that comply with FEMA reporting requirements for potential reimbursement.
- Preparing a detailed Insurance Recovery Work Plan to demonstrate the process workflow and objective for insurance collection activities.
- Maintaining and revising the Work Plan when necessary and providing it to the COUNTY for routine review and approval.
- Conducting calls and meetings as needed with COUNTY to review the Work Plan and associated timelines.
- Conducting a brief bi-weekly status conference call to discuss updates or concerns regarding insurance collection activities.
- Maintaining the overall insurance collection information regarding the Dixie and Beckwourth Complex Fires program for the COUNTY.

Task 3B: Determination of Available Insurance Coverage per Assessor's Parcel Number ("Parcel")

CONTRACTOR shall be responsible for using COUNTY's records for determining which Parcels have insurance coverage. CONTRACTOR shall:

- Identify Parcels with known or uncertain OWNER insurance coverage and maintain a database of property-specific debris and hazard tree removal cost information and/or other related data fields.
- Follow up on incomplete or non-responsive requests for insurance policy information.
- Determine if additional insurance collection activities are need for parcels on which COUNTY has already received payments.

Task 3C: Personal Identifying Information

In accomplishing the Insurance Recovery Services, CONTRACTOR will receive or develop information, data, records, or other materials that contain personal identifying information ("PII") or that are confidential or otherwise private and/or sensitive. CONTRACTOR shall maintain and protect such information to the fullest extent of State and federal law using transparent data encryption, transport layer security, multi-factor authentication, and/or storing data on FedRAMP high-security servers that meet the US Department of Defense Impact Level 4 security requirements. CONTRACTOR shall provide copies to COUNTY of applicable policies,

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

procedures, and best practices that mitigate risk of noncompliance and promote confidential environment for personal information, records, or materials.

Task 3D: Public Outreach

CONTRACTOR shall:

- Establish, maintain, and operate a County webpage to include a telephone number, email address, and mailing address to facilitate communication and operations essential to the Insurance Recovery Services.
- Conduct public relations and prepare outreach materials describing the insurance collection, ensuring that information relating to obtaining insurance policy information and cost recovery from insurance reaches the affected owners.
- Prepare sufficient copies of public relations outreach materials for required mailings and postings to Owners. COUNTY shall provide material and/or equipment required for copying and mailing outreach material.
- Allow COUNTY the opportunity to review all public outreach materials.
- CONTRACTOR may perform work both remotely and in Plumas County during the term of the contract. CONTRACTOR shall make qualified staff available in-person in Plumas County throughout the term of the contract for Owners who request in person appointments.

Task 3E: Insurer and Property Owner Notice

CONTRACTOR shall notice Insurers and Owners as needed to conduct Insurance Recovery Services. CONTRACTOR shall:

- Create Insurer Notices for each Parcel, including a letter to the Insurer, cost table detailing property cleanup costs for the Parcel enrolled in the Government Programs, a copy of the ROE, the Final Report, and necessary supporting documentation.
- Make a reasonable effort for each Insurer Notice to meet the standards of Insurers requirements for payment.
- Notify the Insurer by first class mail ("Insurer Notice") and email, if available, of the existence of the Government Program, that the insured has opted to participate in the Government Program, and that the insured has assigned his or her coverage benefits to COUNTY. COUNTY will provide material and/or equipment required for copying and mailing Insurer Notice.
- Send a second Insurer Notice by certified mail if no payment or response is received from the Insurer within 30 days of the first Insurer Notice. COUNTY will provide record of insurance payment to CONTRACTOR. CONTRACTOR shall manage a database that tracks mail submittal dates, record of payments, and other relevant information as coordinated with the COUNTY.
- Determine appropriate allowances and liabilities for each Parcel to prevent duplication of benefits pursuant to 42 USC 5155; 44 CFR 204.62.
- Send two payment requests, one by first class mail and one by certified mail, to the Owner, similar to the Insurer Notice if the Insurer indicates that payment has been made to the policyholder.

____ COUNTY INITIALS

CONTRACTOR INITIALS____

- CONTRACTOR shall recognize Owner costs for those Owners who provide receipts for eligible debris and/or hazard tree removal take priority in payment over the Government Program costs;
- CONTRACTOR shall recognize that reimbursement for debris and/or hazard tree costs related to the Dixie and/or Beckwourth Complex Fires incurred by the Owner within three years of the date of damage, and not included in the Government Program, shall take priority over reimbursement for the Government Program. Owner shall provide receipts to CONTRACTOR for non-eligible debris removal and/or hazard tree removal work completed on the Parcel. CONTRACTOR shall retain receipts and related paperwork for eligibility review and approval.
- CONTRACTOR shall make reasonable efforts to collect the unused benefit amount (if any) in a coverage category after a structure is rebuilt if coverage for these activities is not a separate insurance category. The ROEs include sections describing assignment of insurance for policies with specific debris or hazard tree removal insurance coverage and those policies with no specified insurance coverage.

Task 3F: Insurance Recovery Payments

CONTRACTOR shall be the main point of contact with Insurers and property owners; however, the COUNTY will provide a comprehensive list of activities to date and daily updates to the CONTRACTOR as the COUNTY may also continue to receive information from the public. The CONTRACTOR will coordinate routinely with the COUNTY Point of Contact as necessary to maintain status updates. Payments for insurance recovery shall be directed to COUNTY'S AUDITOR-CONTROLLER OFFICER by mail at 520 Main Street, Room 2, Quincy, CA 95971. CONTRACTOR shall direct all insurers and property owners to make payments directly to COUNTY with instructions for how to make a payment. THE COUNTY AUDITOR-CONTROLLER OFFICER shall provide routine updates to the CONTRACTOR regarding all payments received for tracking purposes. Payments made directly to CONTRACTOR from Insurers or Owners shall be forwarded to COUNTY in the same manner identified on the Insurance Notices. CONTRACTOR shall maintain an ongoing tracking and accounting of accounts receivable. Documents and records shall be considered the property of COUNTY.

Task 3G: Documentation and Reporting

CONTRACTOR shall be responsible for documenting insurance recovery activities for each Parcel and developing and maintaining reports.

CONTRACTOR shall at a minimum document and report:

- An inventory of owner's insurance-related data fields
- Property-specific debris removal cost information
- Inventories of insurance companies and contacts
- Eligible Owner costs for those Owners who provide receipts for debris and/or hazard tree removal that take priority in payment over the Government Program costs
- Correspondence with the Insurer or Owner
- All payments received and eligible expenses deducted for each parcel
- A list of Insurers including contact information

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

CONTRACTOR shall prepare an electronic inventory of Owner's insurance-related data fields. CONTRACTOR shall develop and maintain necessary reports for required reporting to FEMA and CalOES.

CONTRACTOR Milestones for Insurance Collection Activities

CONTRACTOR shall issue Insurer Notices within 60 days after receiving a comprehensive list of Eligible Owner information. CONTRACTOR shall maintain Insurance Recovery public outreach for the duration of the contract. CONTRACTOR shall meet timelines established in the Insurance Recovery Work Plan.

CONTRACTOR Reports for Insurance Collection Activities

CONTRACTOR shall submit weekly status reports to COUNTY with updates on the progress of the Insurance Recovery Services. CONTRACTOR shall submit a final report conforming to FEMA and CalOES requirements for insurance recovery to prevent duplication of benefits including, but not limited to the property owner, the insurance company, the property address, debris or hazard tree removal completion date, and amount remitted per Parcel.

TASK 4: GRANTS AND FUNDING ADMINISTRATION

Tasks that may be required to be performed by the CONTRACTOR under the Grants and Funding Administration Task are described in this section.

Task 4A: FEMA Public Assistance Support

FEMA's Public Assistance (PA) Program provides supplemental grants to state, tribal, territorial, and local governments, and certain types of private non-profits so that communities can quickly respond to and recover from major disasters or emergencies. The CONTRACTOR shall support the COUNTY with the administration of FEMA's PA Program. The following activities may be performed by the CONTRACTOR as appropriate and in coordination with the COUNTY.

Task 4B: Project Worksheets

- Review existing Project Worksheets (PWs) to understand the status and needs of grants under the PA program.
- Review with the COUNTY the details of each PW to determine if the scope identified is sufficient to bring the damaged facility back to its pre-disaster design and function and if there are any opportunities for mitigation. For PWs where additional scope or costs are needed, prepare a Version Request (VR) to request FEMA to version the PW to include the necessary scope and costs.
- Identify projects in FEMA's Grants Portal with Requests for Information (RFIs) and determine the status of the COUNTY's response including due dates.
- Identify PWs that have been denied by FEMA and support the COUNTY in determining if an appeal is warranted and if the deadline to file such an appeal is not yet passed.
- Prepare appeals where appropriate for COUNTY approval and submittal to FEMA through Cal OES.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

- Identify PWs for which there is more scope and therefore more costs to return the facility to its pre-disaster design and function than was approved. Identify hazard mitigation opportunities with these projects. Prepare requests for PW VRs for these projects.
- Identify PWs that have been approved and determine the status of soliciting an engineer and/or contractor to implement the project.
- For projects where the design engineer or contractor determines that the scope or costs are larger than that approved in the PW, or if there is a mitigation opportunity, prepare VRs to support additional scope or costs in the PW.
- Prepare close out packages for each project that is completed for permanent work category C-G and as needed for A&E.

Task 4C: Procurement Support and Compliance

- Review the COUNTY's procurement process for compliance with state and federal requirements.
- Support the COUNTY in preparing procurement packages that comply with federal contracting requirements.
- Support the procurement process for FEMA-funded projects including requiring engineers and contractors to comply with federal procurement requirements such as tracking costs and submitting detailed invoices including timesheets and proper back up for direct costs so that sufficient information is available to submit Requests For Reimbursement (RFRs) to FEMA.

Task 4D: Invoicing and RFRs

- Review invoices from engineers and contractors for compliance with FEMA invoicing requirements.
- Prepare RFRs for FEMA-funded projects and track the status of the requests from submittal to Cal OES and then FEMA through reimbursement to the COUNTY including responding to RFI that may be requested by either agency.

Task 4E: Audit Support, Tracking, Record Keeping

- Review the COUNTY's record keeping procedures for compliance with the requirements for receiving reimbursement from FEMA.
- Establish tracking and document control system to track the costs both internal to the COUNTY as well as contractors related to expenditures under the PA program to facilitate reimbursement.
- Prepare audit file to support future federal audits to help the COUNTY keep the funds that have been provided to complete work associated with the PA program.

Task 4F: Resilience, Recovery, and Mitigation Grants

The CONTRACTOR will assist the COUNTY in identifying strategic grant opportunities that align with the identified priority needs associated with resilience, recovery, and mitigation related to the Dixie Fire and Beckwourth Complex Fire. Potential tasks that may be required are described in this section.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

Task 4G: Funding Strategy and Opportunity Tracking

- Funding Strategy

The CONTRACTOR shall conduct an analysis of potential funding opportunities, including leveraging multiple sources to minimize client investment and expenditure.

The CONTRACTOR shall provide a framework to guide how multiple grant funding sources can be leveraged to offset costs and balance new project budgets.

- Funding Opportunity Tracking

The CONTRACTOR shall assist in the ongoing monitoring of existing and future state and federal grant opportunities. New funding opportunities may originate through congressional and state appropriations or after a major disaster declaration. There also may be local resources as well as private investment to capitalize on meeting recovery project goals. Additionally, specific grant funding and other revenue mechanisms may be discovered or developed that can be utilized to minimize investments made from existing County budgets.

Task 4H: Grant Application Scoping and Development

- Application Development – CONTRACTOR shall prepare and ensure grant application packages will satisfy the specific requirements for submission to each program. Although these requirements may vary according to the funding source, it is expected that this will include, but is not limited to:

- Project need
- Relevant hazard or vulnerability
- Engineering and design
- Outputs and outcomes
- Cost estimate
- Examination of alternatives
- Benefit Cost Analysis (BCA)
- Environmental and historic preservation review

- BCA Development – Many grants require a BCA

- Requests For Information (RFIs)

- Grant Management

- Pre-Award
- Award
- Post-Award
- Closeout
- Post-Closeout

Task 4I: Regulatory Compliance

_____COUNTY INITIALS

CONTRACTOR INITIALS_____

- Grant Liaison – Multiple layers of government must work together to meet the goal of a quick, efficient, and effective project development and program delivery for recovery. The CONTRACTOR shall ensure coordination across multiple entities.
- Uniform Guidance in 2 CFR 200 – The Uniform Guidance provides a government-wide framework for management of all federal grants. The CONTRACTOR will provide guidance to the COUNTY to ensure that proper documentation of expenses and cost codes are followed. The CONTRACTOR will provide guidance, training, and development of critical policies which reduce or eliminate known compliance risks. The CONTRACTOR will monitor operations with an eye toward safeguarding federal funds against fraud, waste, and abuse and make every effort to design and implement projects with these requirements in mind.
- Environmental – The CONTRACTOR may need to monitor and review activities for state and/or federal environmental compliance.
- Audit Support – The CONTRACTOR shall review completed projects for compliance with the federal requirements related to submission for an audit, develop and prepare all required COUNTY audit reports, and support to the external auditor with any program-specific policies and procedures necessary for the external auditor to review internal controls, compliance requirements, suggested audit procedures, and reporting requirements. The CONTRACTOR will also follow up on findings to ensure recommendations and any corrective actions are implemented.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

EXHIBIT B

The County prefers to issue-fixed or cost reimbursement type of agreements. All non-labor related costs and other than direct costs shall be billed to the County at cost without markup.

POSITIONS

HOURLY RATES

Project Executive	\$ N/A
Subject Matter Expert	\$ 125.00
Project Manager	\$ 150.00
Project Accountant	\$ N/A
Senior Closeout Specialist	\$ N/A
Closeout Specialist	\$ N/A
Other: <u>Principal / Contract Manager</u>	\$ 175.00
Other: <u>Program Manager</u>	\$ 175.00
Other: <u>Finance Lead</u>	\$ 120.00
Other: <u>Claims Lead</u>	\$ 120.00

OTHER REQUIRED POSITIONS

<u>Position</u>	<u>Hourly Rates</u>
Associate Project Manager	\$ 125.00
Finance Specialist	\$ 105.00
Claims Specialist	\$ 110.00
Document Control Lead	\$ 120.00
Planning Lead	\$ 120.00
Planning Specialist	\$ 105.00
Field Operations Lead	\$ 99.00
Field Operations Staff	\$ 82.50
Federal Funding Lead	\$ 175.00
HUD Specialist	\$ 150.00
FEMA Specialist	\$ 130.00
Funding and Project Specialist	\$ 150.00
Project Assistant	\$ 85.00

*See attached positions and hourly rates.
Job descriptions and required years of
experience for each position are provided
in Section 5 of the proposal.*

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.

Note: The final Services Agreement, if awarded, will be issued on the basis of a "Not to Exceed" cost, to be developed following negotiations with the successful firm.

Cost Summary Table

	Role	Proposed Contract Rate	Estimated Distribution / Average Percentage of Time Per Role
1	Principal / Contract Manager	\$ 175.00	1%
2	Program Manager	\$ 175.00	1%
3	Project Manager	\$ 150.00	3%
4	Associate Project Manager	\$ 125.00	3%
5	Subject Matter Experts	\$ 125.00	5%
6	Finance Lead	\$ 120.00	6%
7	Finance Specialist	\$ 105.00	8%
8	Claims Lead	\$ 120.00	4%
9	Claims Specialist	\$ 110.00	8%
10	Document Control Lead	\$ 120.00	4%
11	Planning Lead	\$ 120.00	10%
12	Planning Specialist	\$ 105.00	8%
13	Field Operations Lead	\$ 99.00	5%
14	Field Operations Staff	\$ 62.00	5%
15	Federal Funding Lead	\$ 165.00	5%
16	HUD Specialist	\$ 150.00	6%
17	FEMA Specialist	\$ 130.00	8%
18	Funding and Project Specialist	\$ 150.00	8%
19	Project Assistant	\$ 85.00	2%

100%

Per Diem: \$50/day

Lodging: Straight, no markup

Rental Vehicle or Mileage: Straight, no markup

Other approved costs: Straight, no markup

Notes:

Roles developed based on breadth of Request for Proposal Scope of Work.

Estimated distribution and average percentage of time per role based on our experience, but may vary based on coordination with the County.

The final Services Agreement, if awarded, will be issued on the basis of a "Not to Exceed" cost, to be developed following negotiations with the successful firm.



Item 2E1

Plumas County Environmental Health

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

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

Date: May 31, 2022

To: Honorable Board of Supervisors

From: Rob Robinette, Environmental Health

A handwritten signature in blue ink, appearing to be "Rob Robinette", is written over the word "Health" in the "From:" line.

Agenda: Agenda Item for June 14, 2022

Item Description/Recommendation:

Approve a Resolution authorizing current and future applications for, and receipt of, the annual CUPA Rural Reimbursement Grant funds, and authorize the Interim Director of Environmental Health to sign various assurances as the Board's designee.

Background Information:

Environmental Health has utilized the CUPA Rural Reimbursement Grant funds for many years. The receipt of the current fiscal year grant funds was anticipated at the \$60,000 amount and is incorporated into the approved FY 21-22 Environmental Health operating budget. The application was presented, the grant was approved for FY 2021-2022, and the funds were received on May 5, 2022.

A copy of the Grant application and criteria for application, are approved as to form by County Counsel, is attached for your review.

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

Thank you

Enclosures

RESOLUTION NO. 22-_____

**CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, CALIFORNIAL UNIFORM
PROGRAM AGENCY (CUPA) RURAL REIMBURSEMENT GRANT PROGRAM**

**RESOLUTION AUTHORIZING
LOCAL ENFORCEMENT AGENCY REIMBURSEMENT GRANT APPLICATION**

WHEREAS, Effective January 1, 2002, a county for which a Certified Unified Program Agency (CUPA) was not certified on or before January 1, 2000, and the Unified Program was implemented afterward, is eligible for CUPA Reimbursement pursuant to Section 25404.3 and 25404.8 of the California Health and Safety Code (HSC); and

WHEREAS, Environmental Health is the state certified CUPA for Plumas County and is qualified to receive the annual CUPA Rural Reimbursement grant; and

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors authorizes the submission of current and future applications to the California Environmental Protection Agency (CA EPA), Certified Unified Program Agency (CUPA) for receipt of the annual Rural Reimbursement Grant. 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 forging 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 June 14, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

**RURAL REIMBURSEMENT GRANT
APPLICATION
Fiscal Year 2021-2022**

CUPA Name and Certification Date:	Plumas County Environmental Health
Address:	270 County Hospital Rd. Suite 127
Contact Person:	Rob Robinette
Phone and Email address:	(530) 283-6355
County:	Plumas

Rural Reimbursement Grant Guidelines

A county in which a Certified Unified Program Agency (CUPA) was not certified on or before January 1, 2000, and where the Unified Program was implemented after that time, is eligible for an allocation of up to \$60,000, pursuant to subdivision (d) of Section 25404.8 California Health and Safety Code (HSC). Any eligible CUPA may apply for the Rural Reimbursement Grant (RRG) funds if it meets the following criteria:

Grant Criteria

Please review and select the criteria providing a basis for the CUPA's eligibility for the RRG.

- ☒ If the county has a population of less than 70,000 persons, the amount of the funds allocated from the account shall not exceed 75% of the amount budgeted by the CUPA to implement the unified program.
- ☐ If the county has a population of more than 70,000, but less than 100,000 persons, the amount of the funds allocated from the account shall not exceed 50% of the amount budgeted for the CUPA to implement the unified program.
- ☐ If the county has a population of more than 100,000 but less than 150,000 persons, the amount of the funds allocated from the account shall not exceed 35% of the amount budgeted for the CUPA to implement the unified program.

If the grant criteria is met, the following is required to be considered for a disbursement amount from the Rural Reimbursement Account:

1. A completed Rural Reimbursement Grant Application.
2. A completed Year-End Worksheet/Report for FY 2020-21, accompanied by the Actual Expenditures Detail Sheet attachment.
3. A copy of the final CUPA Budget submitted for approval to the Board of Supervisors for FY 2021/22. This budget should contain a breakdown of the specific CUPA funding. If final approval is still pending, please send draft first and follow-up with approval when available.
4. Utilization of official documentation of population. Department of Finance population estimate or other recognized source.

Rural Reimbursement Grant Distribution Amount Worksheet

- A. Enter the county total population using an official 2021 County population estimate. (<https://www.dof.ca.gov/forecasting/demographics/estimates/e-1/> or other recognized source. If alternative source is used, include reference documentation.)

18,116

- B. Enter total adopted budget amount for Unified Program, obtained from the attached copy of the final CUPA Budget approved by the BOS for the current fiscal year.

\$141,270

- C. Multiply the adopted budget amount, B, times the applicable percentage identified above in the criteria of the CUPA's eligibility for the RRG. Enter calculated amount below, providing the total reimbursement amount based upon the adopted budget.

\$141,270 x 0.75 = \$105,952

- D. The total reimbursement amount per county cannot exceed \$60,000. Enter amount from C in D, if less than \$60,000. If the amount in C is more than \$60,000, please write \$60,000.

\$60,000

- E. Enter any unexpended funds from prior fiscal year's grant amount. See the Year End Worksheet to calculate this amount. If the Total Expenses Remaining calculation on page one is a negative number then there are unexpended grant funds. Enter the amount here as a positive number. If the amount is greater than \$0, enter \$0.

0

- F. Subtract E from D for the final amount request for the Rural Reimbursement Grant. Enter value in F.

\$60,000

Payment Details:

Disbursement Check Payable to: Plumas County Environmental Health

Mailing Address: 270 County Hospital Rd. Suite 127, Quincy CA 95971

I have read the grant guidelines and to the best of my knowledge and belief, data in this application are true and correct. The budget has been duly approved and authorized by the governing board of the applicant CUPA and the CUPA will maintain compliance with Title 27, California Code of Regulations.

Printed Name and Title

Rob Robinette, Interim Director

Contact Signature and Date

Rob Robinette

Digitally signed by Rob Robinette
Date: 2021.09.22 09:27:37 -07'00'

Return grant application and attachments to: CUPA@calepa.ca.gov

Reimbursement Guidelines for the Certified Unified Program

Effective January 1, 2002, a county for which a Certified Unified Program Agency (CUPA) was not certified on or before January 1, 2000, and the Unified Program was implemented afterward, is eligible for Rural CUPA Reimbursement pursuant to Section 25404.3 and 25404.8 of the California Health and Safety Code (HSC).

Any CUPA may apply for Rural CUPA Reimbursement if it meets the following allocation standards:

- If the county has a population of less than 70,000 persons, the amount of the funds allocated from the account shall not exceed 75 percent of the amount budgeted by the CUPA to implement the Unified Program.
- If the county has a population of more than 70,000, but less than 100,000 persons, the amount of the funds allocated from the account shall not exceed 50 percent of the amount budgeted for the CUPA to implement the Unified Program.
- If the county has a population of more than 100,000 but less than 150,000 persons, the amount of the funds allocated from the account shall not exceed 35 percent of the amount budgeted for the CUPA to implement the Unified Program.

Each CUPA must institute a single fee system (HSC Section 25404.5), to ensure that the revenues collected under the single fee system and the amount allocated are sufficient to cover the necessary costs incurred by the CUPA for implementation of the Unified Program.

Each CUPA must determine the amount of the single fee to be paid by Unified Program regulated persons/businesses by conducting a workload analysis that establishes direct and indirect costs incurred by the CUPA for implementation of the Unified Program.

To receive a disbursement from the Rural CUPA Reimbursement Account, a CUPA must provide all of the following to the Secretary and meet Unified Program certification requirements:

1. A completed Disbursement Worksheet for Rural Reimbursement Account funds. CUPAs reapplying for the Rural Reimbursement Account must complete and submit a Year-End Worksheet. Worksheets may be submitted at the same time.
2. A copy of the final CUPA Budget approved by the Board of Supervisors for the current fiscal year. The budget should contain a breakdown of the specific CUPA funding. If it does not please Email: cupa@calepa.ca.gov.
3. CUPAs that are certified after June 2002, must submit evidence of adoption of a Single Fee system and official documentation of population. (Current U.S.Census data [2000] or other recognized source.)

No more than \$60,000 may be allocated for all CUPAs in an eligible county. No disbursement can be distributed until an applicant county is fully certified and has adopted a single fee system.

For help completing the Disbursement Worksheet or the Year-End Worksheet, please Email: cupa@calepa.ca.gov.

Robinette, Rob

From: Rogers, Kristina
Sent: Tuesday, May 31, 2022 8:52 AM
To: Robinette, Rob
Subject: 22-356
Attachments: 22-356 2021-22 RRG Application FINAL.pdf; 22-356 Reimbursement Guidelines for the Certified Unified Program _ CalEPA FINAL.pdf

Approved, no signature required.

Kristina Rogers
Paralegal III / Office Manager
Small Claims Advisor
Plumas County Counsel
520 Main Street, Room 302
Quincy, CA 95971
P (530) 283-6240 F (530) 283-6116

"Shoot for the MOON. Even if you miss, you'll land among the STARS."



Plumas County Environmental Health

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

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

Date: May 25, 2022

To: Honorable Board of Supervisors

From: Rob Robinette, Environmental Health

A handwritten signature in blue ink, appearing to be "R. Robinette", is written over the name "Rob Robinette".

Agenda: Agenda Item for June 21, 2022

Item Description/Recommendation:

Approve a Resolution authorizing receipt of the CUPA Forum Grant for FY 2022-2023 and authorize the Interim Director of Environmental Health to sign various assurances as the Board's designee.

Background Information:

Environmental Health was offered the opportunity to apply for a \$1,000 grant to purchase computer tablets to assist in field inspection activities. The application was presented, and the grant was approved for FY 2022-2023.

A copy of the Grant, approved as to form by County Counsel, is attached for your review.

If you have any questions, please contact me at 208-6593

Thank you

Enclosures



PO Box 2017
Cameron Park, CA 95682-2017

Trustees

- Linda Kolinski, *Chair*
- Vince Mendes, *Secretary/Treasurer*
- Michael Palazzola, *Trustee*
- Mark Moss, *Trustee*
- Marjorie Terrell, *Trustee*

CUPA Forum Enforcement Issue Coordinator

Michael Palazzola, Orange County

Northern California

Mark Moss, El Dorado County

Bay Area

Marjorie Terrell, San Mateo County

Central California

Vince Mendes, Fresno County

Southern California

Linda Kolinski, City of Long Beach

CUPA FORUM BOARD

ENVIRONMENTAL PROTECTION TRUST FUND

GRANT AGREEMENT

BETWEEN THE
CUPA Forum Environmental Protection Trust Fund
and
County of Plumas
AGREEMENT NO. 2022-05

TRUSTEE AND GRANTEE HEREBY AGREE AS FOLLOWS:

1. **PROVISIONS.** This grant is authorized under the governing provisions of the Regulations of the CUPA Forum Environmental Protection Trust Fund.
2. **PURPOSE.** The CUPA Forum Environmental Protection (hereafter Trust) shall provide a grant to and for the benefit of the Grantee for the purpose of allocating moneys from the Trust to the Unified Program Agency (UPA), in accordance with the process determined by Fund Trustees. The Grantee shall expend those funds for the purpose of implementing the Unified Programs.
3. **GRANT AMOUNT \$1000.00 (Tablets to Facilitate Inspection Reporting)**
4. **TERM OF AGREEMENT.** The term of the Agreement shall begin on July 1st, 2022 and end on June 30, 2024. **The grant is for the County of Plumas for Tablets to Facilitate Inspection Reporting.**
5. **REPRESENTATIVES.** Either party may change its Representative(s) upon written notice to the other party. The Representatives during the term of this Agreement will be:

CUPA Forum Environmental Protection Trust Fund

Grant Manager
Sheryl Baldwin, *Manager*

P.O. Box 2017
Cameron Park, California 95682-2017

Phone: (530) 676-0815

Email: Sheryl@calcupa.org

GRANTEE (Unified Program Agency)

Name of Project Director
Rob Robinette, Director
Plumas County Environmental Health
270 County Hospital Road, Ste. 127
Quincy, CA 95971
Phone (530) 283-6355
Email:
rob robinette@countyofplumas.com

GRANT CONTACT (If different from Project Director)

Name of Grant Manager
Kathryn Wightman
Plumas County Environmental Health
270 County Hospital Road, Ste. 127
Quincy, CA 95971
Phone (530) 283-6355
Email:
kathryn wightman@countyofplumas.com

6. STANDARD AND SPECIAL PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- **Exhibit A** REPORTING AND INVOICING PROVISIONS
- **Exhibit B** SPECIAL AND GENERAL PROVISIONS
- **Exhibit C** Trust GRANT APPLICATION

7. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding.

8. **DEFINITIONS.** The following defined terms apply throughout this Agreement:

"CUPA" means Certified Unified Program Agency;

"CFB" means CUPA Forum Board

"UPA" means Unified Program Agency;

"Grantee" means UPA grant recipient

"PA" means the Participating Agency;

"Project" means the implementation of {insert project name}

"Trust" means the CUPA Forum Environmental Protection Trust Fund

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By:

By:

Grantee Signature (as authorized by)

Trust Chair

Grantee Name, Title (Typed/Printed)

Date

Date

EXHIBIT A REPORTING AND INVOICING PROVISIONS

A. REPORTING PROVISIONS

1. The Grantee shall prepare and submit Program Implementation Status Reports, including invoices for documentation of expenditures to the:

CUPA Forum Environmental Protection Trust Fund

Grant Manager

P.O. Box 2017

Cameron Park, California 95682-2017

2. Each report shall provide a brief description of all the actions taken and work activities performed during the reporting period. As necessary, the report shall also include a description of any problems encountered or potential issues identified that may affect the terms, conditions, provisions, or commitments contained under this Agreement.

3. Each report shall have a cover letter certified by the Project Director or the Grant Contact.

4. For purposes of the Grant Implementation Status Reports, the reporting period is as follows:

a. 1st Report = July 1, 2023

b. Final Report = July 1, 2024

5. Submission of the reports and invoices shall be in accordance with the following schedule:

a. 1st Report = July 1, 2023

b. Final Report = July 1, 2024 Should unforeseen circumstances not allow your expenditures or the Trust does not receive validation of the expenditures the grant recipient shall return the grant funds upon request by the Trustees.

B. INVOICING PROVISIONS

1. Invoices shall be used to depict the expenditures incurred by the Grantee in implementation of the grant.
2. The invoice shall include all grant expenditures (direct and indirect) incurred by the Grantee during the reporting period.
3. The invoice shall be submitted as an attachment to the "Implementation Status Report," in accordance with the submission schedule provided above.
4. The Grantee shall provide picture of the system.
5. The Grantee shall attach a property tag to equipment purchases that indicates the equipment was purchased with Trust Funds.

EXHIBIT B SPECIAL AND GENERAL PROVISIONS

A. SPECIAL PROVISIONS

1. **AMENDMENTS:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by a majority of the Trustees or an authorized representative. The decision shall be in writing and a copy thereof furnished to the representatives of this Agreement. The decision of the Trustees shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee furnishes a written appeal of the decision to the Trustees. The decision of the Trustees shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Trustees on any question of law.
3. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain financial accounts in accordance with generally accepted accounting principles. Without limitation of the requirement to maintain financial management systems and accounting standards in accordance with generally accepted fiscal and accounting principles, the Grantee agrees to:
 - Establish a financial account(s) and accounting system(s) that will adequately and accurately depict all Trust amounts received and expended during the term of this Agreement, including but not limited to:

- Trust advance allocation amounts, including interest earned;
- Additional Trust allocations amounts;
- All Grant implementation expenditures (direct and indirect); and
- Running balance of Trust allocations and expenditures.

4. **RECORDS MANAGEMENT:** Maintain all documentation and financial records, as may be necessary, including any and all reporting requirements under federal tax statutes or regulations. Establish an official file for the Trust allocation that shall adequately document all significant activities and actions relative to the Grant implementation, including but not limited to:

- Fiscal accounting;
- Implementation Status Reports; and,
- Invoicing and supporting documentation.

5. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with Grant implementation in an expeditious manner. The Grantee shall prepare and submit all required reports and invoices as stipulated in this Agreement.

6. **WITHHOLDING OF GRANT DISBURSEMENTS:** The Trustees may withhold all or any portion of the Trust allocations provided for by this Agreement in the event the Grantee:

- a. Materially violates, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
- b. Fails to maintain reasonable progress toward implementation of the Grant.

B. GENERAL PROVISIONS

1. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the Trust.

2. **AUDIT:** Grantee agrees that the Trust, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the expenditure of allocated Trust moneys and performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after term of the Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

3. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

4. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that Trust funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

5. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

6. NO THIRD PARTY RIGHTS: The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

7. TERMINATION: The Trust may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Grantee agrees, upon demand, to immediately return the remaining unused portion, if any, of the Grantee's allocation of the Trust.

8. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.

EXHIBIT C
TRUST FUND GRANT APPLICATION

Approved as to form:


Joshua Brechtel
Deputy County Counsel I



California CUPA Forum Environmental Trust Fund

www.calcupa.org

☐ Trustees ☐
2021-2022

Linda Kolinski, Chairman
Vincent Mendes,
Secretary/ Treasurer
Michael Palazzola, Trustee
Mark Moss, Trustee
Marjorie Terrell, Trustee

● Northern California ●

Mark Moss
El Dorado County

● Bay Area ●

Marjorie Terrell
San Mateo County

● Central California ●

Vincent Mendes
Fresno County

● Southern California ●

Linda Kolinski
City of Long Beach

● Enforcement Coordinator ●

Michael Palazzola
Orange County

May 17, 2022

Kathryn Wightman
County of Plumas
270 County Hospital Road, Ste. 127
Quincy, CA 95971

Dear Kathryn;

Congratulations, your Grant Application was accepted to receive funding from the CUPA Forum Environmental Protection Trust Fund for in the amount of \$1,000.00 for Tablets to Facilitate Inspection Reporting.

Your Grant Agreement for funding is attached for your signature.

Please carefully review the agreement. You are required to meet all provisions in the grant agreement. If you agree with the terms, sign your agreement, then send the completed document to the Grant Manager, Sheryl Baldwin (at the address above), along with a W-9 by July 1, 2022.

We would like to have this grant completed in a year, but you can take up to two years if needed. Accounting records will need to be sent back to us no later than July 1, 2024.

If you have any questions, please feel free to call me at 562-570-4285 or our Grant Manager Sheryl Baldwin at 530-676-0815.

Sincerely,

Linda Kolinski, Chair

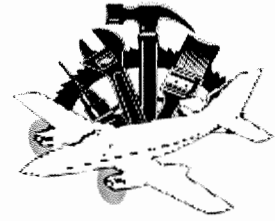
cc. Trustees
Sheryl Baldwin, Grant Manager



JD Moore
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: **June 14, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve and authorize Board Chair to sign contract between Plumas County and Sharon Furniture Inc. (d/b/a Towne Carpet), to replace the carpet in the District Attorney/Alternative Sentencing “suite”. Contract not to exceed \$21,426.66.

Recommendation

Approve and authorize Board Chair to sign contract between Plumas County and Sharon Furniture Inc. (d/b/a Towne Carpet), to replace the carpet in the District Attorney/Alternative Sentencing “suite”. Contract not to exceed \$21,426.66.

Background and Discussion

The carpet in the District Attorney/Alternative Sentencing “suite” has been there for 18+ years and needs to be replaced. The carpet is worn, and there are a few areas where the carpet has been patched over the years that is starting to fray/peel up which can create a “tripping hazard”.

The DA’s office discussed the need for new carpet during their Budget meeting, and it was recommended by the budget committee that we present this to the Honorable Board of Supervisors for approval.

The DA’s office will be paying for these services out of unused, regular wages from FY 21-22.

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** department (hereinafter referred to as "County"), and **Sharon Furniture Inc. doing business as, Towne Carpet** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty-one thousand four hundred twenty-six Dollars and 66/100 (\$21,426.66)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall begin the work as stated in Scope of Work, Exhibit A, and complete the Work no later than **July 31, 2022**, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class **C15 Flooring and Floor Covering** contractor, issued by the State of California, No. **352667**.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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

County:

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

Contractor:

Sharon Furniture Inc.
d/b/a Towne Carpet
PO Box 797
Oregon House, CA 95962
Attention: Penny Marie Oswood

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. 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.
41. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Sharon Furniture Inc.
d/b/a Towne Carpet,
a CA corporation

By: _____
Name: Penny Marie Oswood
Title: CEO/CFO
Date Signed: _____

COUNTY:

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

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

ATTEST TO:

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

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

6/6/2022

EXHIBIT A

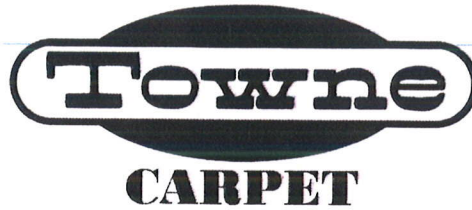
Scope of Work

1. The Contractor shall begin the work no later than June 30, 2022.
2. The Contractor shall:
 - A. Pull up and dispose of existing carpet and 6" rubber base.
 - B. Furnish and carpet tile Philadelphia Carbon Copy (color TBD) in all carpeted areas.
 - C. Furnish and install new 6" rubber base in 3 back rooms with existing rubber base.
3. Provide and pay for all labor, materials, taxes, and insurance.
4. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

EXHIBIT B

Fee Schedule

1. **Contractor to be paid upon completion of job. Contract not to exceed \$21,426.66.**
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Contractor shall invoice County for the Work, no later than June 30, 2022.
4. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 8 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 8 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.
5. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
6. The County shall not have any responsibility to make payments to any subcontractor or supplier.
7. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
8. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When the County determines the Work to be acceptable and this Agreement fully performed, when payment under this Agreement shall become payable by the County.
9. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



1080 East 20th Street
Chico, CA 95928
(530) 343-0215

Page 1

QUOTE

ES201067

Sold To

PLUMAS COUNTY FACILITY SERVICES
198 ANDY'S WAY
QUINCY, CA 95971

Ship To

DA OFFICE
QUINCY, CA 95971

Quote Number

ES201067

Quote Date

05/24/22

PO Number

CPT TILE CAR

Phone

530-386-4373

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
-----------	------------	-------------------	----------	-------	-------	-----------

We agree to furnish and carpet tile Philadelphia Carbon Copy color TBD in all carpeted areas. Pull up and dispose existing carpet. Furnish and install new 6" rubber base in 3 back rooms with existing rubber base.
Customer to move all furniture.

— 05/24/22 —

2:44PM —

Sales Representative(s):
CAMRON ECKERMAN

Subtotal: 21,290.39

Sales Tax: 0.00

Misc. Tax: 0.00

CA Crpt Stewardship Assessment: 136.27

QUOTE TOTAL: \$21,426.66



JD Moore
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: June 14, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and Dig It Construction, Inc. for improving the tennis court and creating a pickleball court at the Taylorsville Campground as part of the OLGA grant.

Recommendation

Approve and authorize Board Chair to sign agreement between Facility Services and Dig It Construction, Inc. for improving the tennis court and creating a pickleball court at the Taylorsville Campground as part of the OLGA grant.

Background and Discussion

This project has been getting delayed due the Dixie Fire last summer/fall and this spring it has been issues with weather. Dig It Construction has now committed to starting this project the week of June 6th. This project is being 80% funded through a grant from the State of CA Park & Rec division; Plumas County is responsible for 20%.

Contract not to exceed \$23,572.00.

Construction-Repair Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Facility Services department (hereinafter referred to as "County"), and DIG IT Construction INC a California company (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Three Thousand five hundred seventy-two Dollars and 00/100 (\$23,572.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be no earlier than June 1, 2022. Contractor shall complete the Work no later than June 30, 2022, subject to adjustment as stated in Sections 15 and 16. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Dig It Construction, Inc. from June 1, 2022 to date of approval of this Agreement by the Board of Supervisors.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

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

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

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

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

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

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. **In particular, Contractor represents that it holds a current and active license as a Class A contractor, issued by the State of California, No. 747715.**
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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

County:

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

Contractor:

DIG IT Construction INC.
803 Lorraine Dr.
Chester Ca. 96020
Attention: Caleb Holland, President

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. 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.
41. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

DIG IT Construction INC.
A California Corporation

By: _____
Name: Caleb Holland
Title: CEO/CFO

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Chair board of Supervisors

ATTEST:

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

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

5/31/2022

EXHIBIT A

Scope of Work

1. To dig out three root areas, remove roots, replace with new asphalt 3 inches thick, saw cut all edges approx 350 sq ft.
2. To fill all cracks with crackfiller, clean and power wash old court approx. 7200 sq ft. seal coat with green tennis court sealer .
3. To build one new Pickle ball court approx. 27' X 67'. Remove old asphalt and reshape existing base rock and add as needed. 4 inch new base rock and 3 inches asphalt and set to proper drainage.

EXHIBIT B

Fee Schedule

1. **Contractor to be paid in full after completion of the prescribed project in the amount not to exceed \$23,572.00**
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



JD Moore
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: June 14, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and DBT Transportation Services, LLC for AWOS maintenance, repair, and upgrades.

Recommendation

Approve and authorize Board Chair to sign agreement between Facility Services and DBT Transportation Services, LLC for AWOS maintenance, repair, and upgrades.

Background and Discussion

DBT Transportation Services, LLC provides tri-annual testing and scheduled maintenance on the county's 3 Automated Weather Observation Systems (AWOS) located at each airport in the county as required by the Federal Aviation Administration. DBT Transportation Services, LLC also provides upgrades for existing functions of these system as well as troubleshooting and repairs.

Contract not to exceed \$21,600.00.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services & Airports, and DBT Transportation Services, LLC**, a limited liability company (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty One Thousand Six Hundred Fifty dollars and 00/100 (\$21,650)**.
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 Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the



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

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

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

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

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

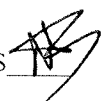
10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement.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

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

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

____ COUNTY INITIALS

CONTRACTOR INITIALS



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

County:

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

Contractor:

DBT Transportation Services LLC
2655 Crescent Drive, Ste. A1
Lafayette CO 80026
Attention: Contracts Manager

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

____ COUNTY INITIALS

CONTRACTOR INITIALS




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

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

CONTRACTOR:

DBT Transportation Services LLC, a limited liability company

By: 
Name: Nancy Jo Thomsen
Title: Managing Member
Date signed:

COUNTY:

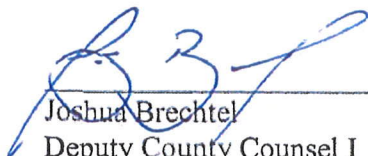
County of Plumas, a political subdivision of the State of California

By: _____
Name: Kevin Goss
Title: Board Chair
Date signed:

ATTEST:

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

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

5/17/2022

EXHIBIT A

Scope of Work

- Provide ~~quarterly~~ ^{tri-Annual} maintenance to Plumas County's AWOS (Automated Weather Observing System) equipment at Quincy – Gansner Airport, Chester – Rogers Field, and Beckwourth – Nervino Airport as required by the FAA (Federal Aviation Administration)
- Restore (repair) AWOS equipment in the event of equipment failure or outage
- Provide upgrades for AWOS equipment upon the request and/or approval of the airports' director
- See attached **Aviation Support and Maintenance Services** and **AWOS and Navaid Maintenance Statement of Work**

EXHIBIT B

Fee Schedule

Inspections and Maintenance

- \$5,550.00 per airport annually and invoiced at \$1,387.50 quarterly

Repairs and Upgrades

- Unplanned Outage Fee: \$1,500.00/day
- Facility Visit Fee: \$1,500/day
- Holiday Fee (additional to unplanned outage fee): \$500.00
- Cancellation/Delay Fee: \$500.00/day



Attachment 1
DBT Transportation Services LLC
Agreement for Aviation Support and Maintenance Services Terms and Conditions

1. PURPOSE/SERVICES:

1.1 Customer desires to engage DBT Transportation Services, LLC (DBT) to render certain professional and/or technical services, including as recited in the Statement of Work ("SOW") and as indicated in the Order and Pricing Schedule, related to the support, maintenance and servicing of certain Equipment, and DBT desires to render such services under the terms and conditions of this Attachment 1, the SOW and the Order and Pricing Schedule. All terms not defined herein, including "Services", "Equipment" and "Term", shall have the meaning set forth in the Order and Pricing Schedule. This Attachment 1, the Order and Pricing Schedule and the SOW make up the complete agreement (the "Agreement") between Customer and DBT, and each may be amended, upon mutual written agreement, from time to time throughout the Term.

1.2 This Attachment 1 constitutes the terms and conditions offered with respect to the provision of Services and Equipment recited in the Order and Pricing Schedule and shall become a binding contract upon the execution of the Order and Pricing Schedule either by facsimile or in PDF form, by Customer and DBT. No contrary or additional terms or conditions proposed by Customer under any other document, including but not limited to a Customer purchase order, will be accepted by DBT, and any such proposed contrary or additional terms are hereby rejected unless otherwise mutually agreed to in a written fully executed instrument. DBT's performance pursuant to this Attachment 1, the Order and Pricing Schedule and the SOW shall be deemed unqualified acceptance of the terms and conditions set forth below.

2. PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES:

2.1 Customer agrees to pay DBT the amounts recited in the Order and Pricing Schedule.

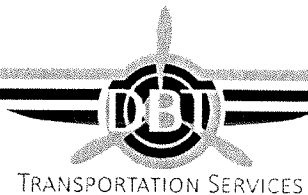
2.2 DBT shall invoice Customer on an annual, quarterly or monthly basis, as applicable, based on the Services for the Equipment specified as more particularly recited under the Order and Pricing Schedule. Payment by Customer shall be net thirty (30) days of the invoice date.

2.3 Customer may withhold payment of any amounts to be paid to DBT which are disputed in good faith by Customer. In the event there is a dispute in connection with a submitted invoice, the parties shall confer on the invoice within five (5) days of receipt, and only the payment for that portion of the invoice in question may be withheld for ten (10) days after the payment due date so as to allow the parties to cooperatively resolve any dispute. Following the elapse of such ten (10) days, Customer shall pay, unless otherwise agreed by the parties, all the amounts due and owing to DBT under the invoice.

2.4 In accordance with the Order and Pricing Schedule, if restoration, repairs or other maintenance Services are required for an unplanned Equipment failure or outage, Customer shall pay DBT the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of Equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.

2.5 In accordance with the Order and Pricing Schedule, the applicable "Holiday Fee" as recited in the Order and Pricing Schedule applies to the following holidays when Services are rendered: New Year's Eve, New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an Equipment failure or outage occurs on any of the foregoing holidays, Customer shall pay DBT the "Holiday Fee" in addition to the "Unplanned Outage Fee" as well as any other fees due and payable to DBT.

2.6 In accordance with the Order and Pricing Schedule, Customer Site (as subsequently defined) visits are defined as any Site visit not required for Equipment Services. Upon Customer's written request and DBT's written acceptance thereof and subject to mutually agreeable times, DBT will visit Customer Sites concurrent with Federal Aviation Administration (FAA) required or requested



Customer Site visits. Customer agrees to pay the "Facility Visit Fee" to DBT for such Customer Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

2.7 In accordance with the Order and Pricing Schedule, and in DBT's sole opinion, if cancellations or excessive delays, in the provisions of Services occur as a result of Customer's fault, actions or causes, Customer shall pay DBT the "Cancellation/Delay Fee". The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

3. TERM:

3.1 The Term of the Agreement is in accordance with the Order and Pricing Schedule, shall be as recited in the Order and Pricing Schedule unless earlier terminated pursuant to this Attachment 1.

3.2 The parties may extend, upon mutual written agreement, the Term of the Agreement.

4. TERMINATION/OBLIGATIONS UPON TERMINATION:

4.1 This Agreement may be terminated by DBT, without cause and at any time, upon ninety (90) days written notice. The period of termination shall start from the date of the notice to Customer. Customer shall not be obligated to pay for any Services rendered after the date of termination, except that Customer shall be responsible for non-cancellable expense or commitment amounts that occur before the termination date and that such amounts shall remain due, owing and payable after the date of termination. The parties acknowledge that any amounts paid to DBT shall be non-refundable.

4.2 In the event of a material breach by Customer, DBT shall notify, in writing, Customer of such material breach. Customer shall be permitted thirty (30) days from the date of receipt of such notice to cure such breach to DBT's satisfaction. In the event the breach is cured to DBT's satisfaction, the Agreement shall not terminate. However, if the breach is not so cured, DBT may elect to promptly terminate the Agreement following the lapse of such thirty (30) days from the receipt of such notice. In the event of termination of the Agreement due to a material breach by Customer, other than of the type specified in Section 7.1 herein, the obligations under Section 4.3 shall be applicable.

4.3 In the event of termination of the Agreement either as provided herein or upon expiration of the Agreement, each party shall promptly return all Confidential Information (as subsequently defined) of the other party and DBT shall submit a final invoice, as recited above, for Services rendered up to the date of termination and for all non-cancellable expense or commitment amounts that occur before the termination date, which amounts remain due, owing and payable. Customer shall promptly pay such invoiced amount net ten (10) days from the invoice date.

5. WARRANTIES:

5.1 DBT warrants and represents that all Services provided by DBT shall be performed by qualified field technicians and by other personnel, who have all certifications and licenses required by the FAA. Further, DBT warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under the Agreement.

5.2 DBT represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books and records, which reflect its own income and expenses. Further, DBT shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Customer. DBT shall not obligate Customer in any manner, nor cause Customer to be liable under any contract or under any other type of commitment. Alternately, Customer shall not obligate DBT in any manner, nor cause DBT to be liable under any contract or under any other type of commitment.

5.3 THIS IS A SERVICE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DBT MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR RELIABILITY OR ACCURACY OF ANY GENERATED DATA OR INFORMATION FROM THE EQUIPMENT. THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE, AND DBT MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY

OR IMPLIED, WRITTEN OR ORAL, TO CUSTOMER REGARDING, RELATED TO OR ARISING FROM THE SERVICES RENDERED UNDER THE AGREEMENT, THE USE OR POSSESSION OF DBT CONFIDENTIAL AND PROPRIETARY INFORMATION, ANY REPORT OR DATA GENERATED UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN ANY MANNER OR FORM WHATSOEVER.

6. LIMITATION OF LIABILITY / INDEMNIFICATION:

6.1 DBT will be permitted to enter Customer's premises ("Site") and have access to Customer's personnel or equipment upon reasonable notice and during normal business hours; provided that DBT complies with Customer's security procedures. DBT shall maintain aviation products and comprehensive liability insurance, as recited below, during the Term of the Agreement. DBT agrees to take all reasonable precautions to prevent any injury to persons or any damage to property in the performance of the Services as rendered by DBT under the Agreement. However, in the event Customer is negligent or engages in misconduct, then Customer shall be liable for such damages as provided herein.

6.2 DBT's entire liability hereunder to Customer for any breach of the Agreement shall be limited only to the amounts of fees paid hereunder to DBT in connection with the Services that gave rise to the claim, except for any damages or claims for damages or equitable relief resulting from DBT's breach of Customer's proprietary and/or confidential interest as set forth in Section 9. Potential liability for claims by third parties is covered by Sections 6.4 and 6.5 below. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR SERVICES RENDERED PURSUANT TO THE TERMS OF THE AGREEMENT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT, AND THE SERVICES PERFORMED HEREUNDER, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF A PARTY'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION.

6.3 With regard to proprietary and/or confidential information and rights and interests, either party shall be entitled to pursue any legal and/or equitable action, including injunctive relief, against the other with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to such other party's confidential and/or proprietary claims.

6.4 Customer shall defend, indemnify and save harmless DBT, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of Customer's actions, activities or events in connection with the Agreement or with respect to any negligent action, intentional or willful act or omission by Customer, or its agents, employees, consultants or contractors; provided, however, that DBT shall not be indemnified, held harmless and/or defended by Customer in connection with the foregoing claims of property damages, or death or personal injury where DBT, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. Customer's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. DBT agrees to notify Customer within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons.

6.5 DBT shall defend, indemnify and save harmless Customer, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of DBT's actions, activities or events in connection with the Agreement, including negligent Services, intentional or willful acts or omissions of DBT, or its agents, employees, consultants or contractors; provided, however, that Customer shall not be indemnified, held harmless and/or defended by DBT in connection with the foregoing claims of property damages, or death or personal injury where Customer, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. DBT's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. Customer agrees to notify DBT within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons. Indemnification obligations of DBT under this section are subject to the limits set forth in Section 6.6.



6.6 During the term of the Agreement and for a period of at least one (1) year after completion of DBT's obligations pursuant hereunder, DBT will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US \$5 MILLION; and (e) Aviation Liability Insurance of US \$10 MILLION per occurrence. DBT shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Customer if and when requested) for a period of one (1) year after the fulfillment of the SOW under the Agreement. IN CONNECTION WITH ANY INDEMNITY BY DBT HEREUNDER, DBT'S ENTIRE LIABILITY SHALL BE LIMITED ONLY UP TO THE AMOUNTS OF INSURANCE COVERAGE REQUIRED IN CONNECTION WITH THE CLAIM MADE; AND THEREFORE, IN NO EVENT SHALL DBT BE LIABLE FOR ANY AMOUNTS BEYOND THE LIMITATIONS OF INSURANCE COVERAGE RECITED HEREIN FOR ANY CLAIMS MADE UNDER DBT'S INDEMNIFICATION OF CUSTOMER UNDER SECTION 6.5.

7. FORCE MAJEURE

7.1 Neither party shall be deemed to have breached the Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of the Agreement, or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in connection with the performance hereunder and shall exert its best efforts to avoid further failure or delay. However, the Agreement shall terminate, as provided under Section 4, if such delay or failure persists for one-hundred twenty (120) consecutive days and there is no foreseeable remedy or cure available.

8. ASSIGNMENT

8.1 Customer shall not be permitted to assign, in whole or in part, the Agreement or any rights or obligations hereunder except with the written authorization of DBT, which authorization shall not be unreasonably withheld. In the event of any permitted assignment or transfer of the Agreement or the obligations under the Agreement, the parties agree that such obligations shall be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor shall inure to the benefit of assignee or transferee. Any attempted transfer, assignment, sale or conveyance, or delegation in violation of this Section 8 shall be null and void.

9. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

9.1 During the Term of the Agreement, each party may be exposed either in writing, orally or through observation to the other party's confidential and/or proprietary information ("Information"). Information includes, but is not limited to, product specifications, drawings, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specifications, current and future product plans, system architectures, product strategies, software (object, source or microcode), scientific or technical data, prototypes, demonstration packages, documents, marketing strategy, customer lists, equipment, personnel information, business strategies, financial information, instruction manuals, the Agreement and any other business and/or technical information related to the atmospheric and weather technology fields, or any Information marked with a disclosing party's confidential or similar type legend. If the Information is orally or visually disclosed, then such Information shall be reduced to a summary writing by the disclosing party within thirty (30) days of such disclosure, marked as "confidential" and delivered to the receiving party.

9.2 The receiving party shall use the Information only for the purposes of the Agreement and for no other purpose whatsoever. The receiving party shall not disclose, disseminate or distribute the Information to any third party. However, DBT shall be permitted to disclose Information to agents, employees, subcontractors and consultants, who have a definable need to know, and who are under written obligations commensurate with the terms and conditions recited herein. The receiving party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, it would to protect its own information of a like nature. Information shall remain confidential for a period of two (2) years following termination of the Agreement; except that any Information which is designated as a trade secret shall remain confidential until one of the events recited in Section 9.3 occurs.

9.3 The receiving party shall not be obligated to maintain the confidentiality of the Information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

9.4 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

10. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

10.1 The parties shall first try to resolve any dispute relating to or arising from the Agreement through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable and documented attorney's fees and administrative fees in the event an action is brought. Notwithstanding the foregoing, the arbitrator shall award any damages subject to the limitations on liability and indemnification recited herein. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

10.2 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) The Order and Pricing Schedule
- b) The SOW
- c) This Attachment 1
- d) Any addenda added hereto

10.3 This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

10.4 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

10.5 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

10.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

10.7 This Agreement is made under and shall be construed according to the laws of the State of California, notwithstanding the applicability of conflicts of laws principles.

10.8 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.



AVIATION SUPPORT AND MAINTENANCE SERVICES Order Summary

Contracted Party: Airports Department County of Plumas 198 Andy's Way Quincy, CA 95971	Serviced Customer: <small>(physical address)</small> Quincy-Ganser Airport (201) 550 Crescent Street Quincy, CA 95971
---	--

The Effective Date of this Agreement is July 01, 2022.

The Term of this Agreement shall be for a period of 1 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Periodic/Pre-Season Maintenance 3 Trips
<input type="checkbox"/> Equipment Restoration
<input type="checkbox"/> NADIN DataLink Service
<input type="checkbox"/> Other Data Services

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RWIS Runway	
<input type="checkbox"/> DME		<input type="checkbox"/> ATIS	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input checked="" type="checkbox"/> AWOS	AWI/AWOS II	<input type="checkbox"/> Markers	
<input type="checkbox"/> RVR		<input type="checkbox"/> Other	

Fees		Contract Total: \$5,550.00
Annual Fee	\$ 5,550.00	Invoiced Annually
Unplanned Outage Fee	\$ 1500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1500.00	per day (ex. flight check)
Holiday Fee	\$ 500.00	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	\$ 500.00	per day

*Definitions of Terms and Conditions

Airport Manager: JD Moore
Email Address: JDMoore@countvofblumas.com
Phone Number: 530/283-6069

Statement of Work and Additional Terms
Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1 Attachment 2: Statement of Work

Pricing Year 1:

Pricing Year 2:

Pricing Year 3:

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By: Barbara Baca By: _____

Title: Sales Manager Title: _____

Date: 05/04/2022 Date: _____



AVIATION SUPPORT AND MAINTENANCE SERVICES Order Summary

Contracted Party: Airports Department County of Plumas 198 Andy's Way Quincy, CA 95971	Serviced Customer: <small>(physical address)</small> Rogers Field Airport (O05) 241 Masson Road Chester, CA 96020
---	--

The Effective Date of this Agreement is July 01, 2022.

The Term of this Agreement shall be for a period of 1 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Periodic/Pre-Season Maintenance 3 Trips
<input type="checkbox"/> Equipment Restoration
<input type="checkbox"/> NADIN DataLink Service
<input type="checkbox"/> Other Data Services

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RWIS Runway	
<input type="checkbox"/> DME		<input type="checkbox"/> ATIS	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input checked="" type="checkbox"/> AWOS	AWI/AWOS III	<input type="checkbox"/> Markers	
<input type="checkbox"/> RVR		<input type="checkbox"/> Other	

Fees		Contract Total: \$5,550.00
Annual Fee	\$ 5,550.00	Invoiced Annually
Unplanned Outage Fee	\$ 1500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1500.00	per day (ex. flight check)
Holiday Fee	\$ 500.00	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	\$ 500.00	per day

*Definitions of Terms and Conditions

Airport Manager: JD Moore
Email Address: JDMoore@countvofplumas.com
Phone Number: 530/283-6069

Statement of Work and Additional Terms

Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1 Attachment 2: Statement of Work
--

Pricing Year 1:

Pricing Year 2:

Pricing Year 3:

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By: Barbara Baca By: _____

Title: Sales Manager Title: _____

Date: 05/04/2022 Date: _____



AVIATION SUPPORT AND MAINTENANCE SERVICES Order Summary

Contracted Party: Airports Department County of Plumas 198 Andy's Way Quincy, CA 95971	Serviced Customer: <small>(physical address)</small> Beckwourth Nervino Airport (O02) Beckwourth, CA 530/832-6944
---	--

The Effective Date of this Agreement is July 01, 2022.

The Term of this Agreement shall be for a period of 1 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Periodic/Pre-Season Maintenance 3 Trips
<input type="checkbox"/> Equipment Restoration
<input type="checkbox"/> NADIN DataLink Service
<input type="checkbox"/> Other Data Services

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RWIS Runway	
<input type="checkbox"/> DME		<input type="checkbox"/> ATIS	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input checked="" type="checkbox"/> AWOS	AWI/AWOS II	<input type="checkbox"/> Markers	
<input type="checkbox"/> RVR		<input type="checkbox"/> Other	

Fees		Contract Total: \$5,550.00
Annual Fee	\$ 5,550.00	Invoiced Annually
Unplanned Outage Fee	\$ 1500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1500.00	per day (ex. flight check)
Holiday Fee	\$ 500.00	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	\$ 500.00	per day

*Definitions of Terms and Conditions

Airport Manager: JD Moore
Email Address: kevincorreira@countvofblumas.com
Phone Number: 530/283-6069

Statement of Work and Additional Terms
Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1 Attachment 2: Statement of Work

Pricing Year 1:

Pricing Year 2:

Pricing Year 3:

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By: Barbara Baca By: _____

Title: Sales Manager Title: _____

Date: 05/04/2022 Date: _____



AWOS and Navaid Maintenance Statement of Work

1. Description of Equipment Services

- 1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and AC 150/5220-16C as they may be modified or superseded from time to time.
- 1.2 **Equipment Restoration.** In the event of an unplanned equipment failure or outage, DBT Transportation Services shall notify the customer as to the restoration plan of action within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.
- 1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.
- 1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.
- 1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Testing Equipment and Replacement Parts – Navaids Only

- 2.1 Customer shall at its own expense furnish, maintain and calibrate test equipment in accordance with FAA requirements.
- 2.2 Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by DBT when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's Inventory, DBT will provide such part(s) and invoice the Customer for required part(s). If customer does not have the necessary spare parts available for use in restoring the Equipment, DBT reserves the right to charge \$1500 for a return trip charge.

3. Customer Responsibilities

- 3.1 Customer shall be responsible for monitoring the status of the systems following maintenance by DBT.
- 3.2 Customer shall be responsible for providing transportation and/or access for DBT personnel between the airport office and the location of the Equipment.
- 3.3 Customer shall be responsible for providing security in and around the Equipment to be maintained under the Agreement.
- 3.4 Customer shall be responsible for any loss or damage to the Equipment for reasons other than the fault of DBT and for providing any insurance Customer may desire to cover any such loss or damage.
- 3.5 Customer shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement.
- 3.6 Customer shall be responsible for maintaining the grounds and buildings associated with the NAVAID (Navigational Aids) and Equipment in good repair and in compliance with all FAA and all applicable laws.



3.7 Customer shall be responsible for the purchase of all replacement components for AWOS and Navaid equipment.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: June 6, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
JUNE 14, 2022**

**RE: APPROVE RESOLUTION ADOPTING PLUMAS COUNTY'S
PAY SCHEDULE**

IT IS RECOMMENDED THAT THE BOARD:

Adopt Resolution to approve new job classification wage ranges for the Deputy Director of Public Works and the Senior Transportation Planner, the Probation Unit and Probation Mid-Management Unit, the District Attorney and Attorney in the DA's office, Attorneys in County Counsel's office, and the Department Heads.

BACKGROUND AND DISCUSSIONS

Plumas County's pay scheduled has been updated to reflect new base wages and to meet the CalPERS CCR 370.5 Statutory and Regulatory Requirements for Publicly Available Pay Schedule.

Thank you for your consideration in this matter.

Attachments:

Exhibit A: Pay Schedule

RESOLUTION NO. 2022-_____

RESOLUTION TO ADOPT PLUMAS COUNTY'S PAY SCHEDULE

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan and Pay Schedules covering all positions in Plumas County; and

WHEREAS, during the Fiscal Year 2021/2022 needs may arise to amend the Job Classification Plan and Pay Schedule; and

WHEREAS, this is necessary in the daily operational needs of the Plumas County job classifications; and

WHEREAS, this request meets the CCR section 570.5 requirements for a publicly available pay schedule used to determine pay rates:

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

Approve this Resolution to adopt Plumas County's revised Pay Schedule.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

**County of Plumas
Pay Schedule**

Effective as of 04/19/2022 per Board of Supervisors Resolution No. 2022-8686; revised as of 04/19/2022 per Res. No. 2022-8689, 05/08/2022 per Res. No. 2022-8693, and 05/24/2022 per Res. Nos. 2022-8702 and 2022-8703 and adopted by the Board as of 06/14/2022 per Res. No. 2022-_____

CONFIDENTIAL EMPLOYEE UNIT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ACCOUNTANT	\$19.97	\$20.97	\$22.03	\$23.13	\$24.29	\$25.52	\$26.80	\$28.14	\$29.56	\$31.04
ACCOUNTANT AUDITOR 1	\$22.58	\$23.71	\$24.90	\$26.15	\$27.46	\$28.83	\$30.27	\$31.80	\$33.38	\$35.07
ACCOUNTANT AUDITOR 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78	\$33.36	\$35.03	\$36.80	\$38.63
ASSISTANT AUDITOR/CONTROLLER	\$28.78	\$30.22	\$31.74	\$33.33	\$35.00	\$36.77	\$38.60	\$40.54	\$42.57	\$44.70
ASST RISK MGR/SAFETY OFFICER	\$26.93	\$28.28	\$29.69	\$31.18	\$32.75	\$34.39	\$36.11	\$37.93	\$39.81	\$41.81
CHIEF DEPUTY AUDITOR	\$27.45	\$28.82	\$30.26	\$31.79	\$33.37	\$35.06	\$36.82	\$38.65	\$40.60	\$42.64
DEPUTY COUNTY COUNSEL 1	\$36.08	\$37.88	\$39.78	\$41.78	\$43.87	\$46.06	\$48.37	\$50.78	\$53.32	\$55.99
DEPUTY COUNTY COUNSEL 2	\$40.22	\$42.23	\$44.34	\$46.56	\$48.89	\$51.33	\$53.90	\$56.59	\$59.42	\$62.39
DEPUTY COUNTY COUNSEL 3	\$45.24	\$47.50	\$49.88	\$52.37	\$54.99	\$57.74	\$60.63	\$63.66	\$66.84	\$70.18
FISCAL SUPPORT COORDINATOR	\$18.81	\$19.75	\$20.75	\$21.79	\$22.89	\$24.05	\$25.25	\$26.52	\$27.85	\$29.23
HR PAYROLL SPECIALIST 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83	\$29.21	\$30.69	\$32.23	\$33.85
HR PAYROLL SPECIALIST 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20	\$30.68	\$32.22	\$33.84	\$35.53	\$37.32
HUMAN RESOURCES ANALYST 1	\$22.57	\$23.70	\$24.89	\$26.14	\$27.45	\$28.82	\$30.26	\$31.79	\$33.37	\$35.06
HUMAN RESOURCES ANALYST 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78	\$33.36	\$35.03	\$36.80	\$38.63
HUMAN RESOURCES TECHNICIAN 1	\$17.49	\$18.37	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45	\$24.64	\$25.87	\$27.16
HUMAN RESOURCES TECHNICIAN 2	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45	\$24.64	\$25.87	\$27.16	\$28.54	\$29.97
HUMAN RESOURCES TECHNICIAN 3	\$20.46	\$21.48	\$22.56	\$23.69	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78
LEAD FISCAL & TECH SERV ASST	\$16.68	\$17.52	\$18.40	\$19.32	\$20.30	\$21.31	\$22.38	\$23.50	\$24.68	\$25.92
MANAGEMENT ANALYST 1	\$22.57	\$23.70	\$24.89	\$26.14	\$27.45	\$28.82	\$30.26	\$31.79	\$33.37	\$35.06
MANAGEMENT ANALYST 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78	\$33.36	\$35.03	\$36.80	\$38.63
PARALEGAL 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83	\$29.21	\$30.69	\$32.23	\$33.85
PARALEGAL 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20	\$30.68	\$32.22	\$33.84	\$35.53	\$37.32
PARALEGAL 3	\$27.52	\$28.91	\$30.35	\$31.88	\$33.48	\$35.16	\$36.92	\$38.78	\$40.72	\$42.76
PAYROLL SPECIALIST 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83	\$29.21	\$30.69	\$32.23	\$33.85
PAYROLL SPECIALIST 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20	\$30.68	\$32.22	\$33.84	\$35.53	\$37.32
SYSTEMS ANALYST 1	\$26.15	\$27.46	\$28.83	\$30.27	\$31.80	\$33.38	\$35.07	\$36.84	\$38.67	\$40.62
SYSTEMS ANALYST 2	\$28.78	\$30.22	\$31.74	\$33.33	\$35.00	\$36.77	\$38.60	\$40.54	\$42.57	\$44.70

**County of Plumas
Pay Schedule**

Effective as of 04/19/2022 per Board of Supervisors Resolution No. 2022-8686; revised as of 04/19/2022 per Res. No. 2022-8689, 05/08/2022 per Res. No. 2022-8693, and 05/24/2022 per Res. Nos. 2022-8702 and 2022-8703 and adopted by the Board as of 06/14/2022 per Res. No. 2022-_____

CONTRACT EMPLOYEES

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
AIRPORT MANAGER	\$22.03	\$0.00	\$0.00	\$0.00	\$0.00	\$23.14	\$24.29	\$25.51	\$26.78	\$28.12
ASSISTANT COUNTY COUNSEL	\$55.44	\$58.21	\$61.12	\$64.18	\$67.39	\$70.76	\$74.29	\$78.01	\$81.91	\$86.01
BH DEPUTY DIRECTOR	\$45.00	\$47.25	\$49.62	\$52.11	\$54.72	\$57.46	\$60.34	\$63.36	\$66.53	\$69.86
CLERK OF THE BOARD OF SUPERVISORS	\$26.44	\$0.00	\$0.00	\$0.00	\$0.00	\$27.77	\$29.16	\$30.61	\$32.14	\$33.75

**County of Plumas
Pay Schedule**

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DEPARTMENT HEADS

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
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
ALCOHOL & DRUG ADMINISTRATOR	\$36.06	\$37.87	\$39.77	\$41.76	\$43.85	\$46.05	\$48.36	\$50.78	\$53.32	\$55.99
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 ADMINISTRATIVE OFFICER	\$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	\$58.00	\$60.90	\$63.95	\$67.14	\$70.50	\$74.02	\$77.73	\$81.61	\$85.69	\$89.98
DIRECTOR OF PUBLIC WORKS	\$55.00	\$57.75	\$60.64	\$63.67	\$66.85	\$70.20	\$73.71	\$77.39	\$81.26	\$85.32
DIRECTOR OF RISK MANAGEMENT AND SAFETY	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81
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

**County of Plumas
Pay Schedule**

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ELECTED OFFICIALS

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASSESSOR	\$39.55	\$0.00	\$0.00	\$0.00	\$0.00	\$41.53	\$43.61	\$45.79	\$48.08	\$50.48
AUDITOR/CONTROLLER	\$40.83	\$0.00	\$0.00	\$0.00	\$0.00	\$42.88	\$45.02	\$47.27	\$49.63	\$52.12
BOARD OF SUPERVISORS-CPI 2014	\$22.08	\$0.00	\$0.00	\$0.00	\$0.00	\$23.19	\$24.35	\$25.56	\$26.84	\$28.19
BOARD OF SUPERVISORS-CPI 2018	\$24.29	\$0.00	\$0.00	\$0.00	\$0.00	\$25.51	\$26.78	\$28.12	\$29.53	\$31.00
BOARD OF SUPERVISORS-NON PERS	\$28.19	\$0.00	\$0.00	\$0.00	\$0.00	\$29.60	\$31.08	\$32.64	\$34.27	\$35.98
BOARD OF SUPERVISORS-PERSABLE	\$26.36	\$0.00	\$0.00	\$0.00	\$0.00	\$27.68	\$29.06	\$30.51	\$32.04	\$33.64
CLERK-RECORDER	\$39.55	\$0.00	\$0.00	\$0.00	\$0.00	\$41.53	\$43.61	\$45.79	\$48.08	\$50.48
DISTRICT ATTORNEY	\$72.59	\$0.00	\$0.00	\$0.00	\$0.00	\$76.22	\$80.03	\$84.03	\$88.23	\$92.65
SHERIFF/CORONER	\$50.35	\$0.00	\$0.00	\$0.00	\$0.00	\$52.87	\$55.51	\$58.29	\$61.20	\$64.26
TREASURER/TAX COLLECTOR	\$39.55	\$0.00	\$0.00	\$0.00	\$0.00	\$41.53	\$43.61	\$45.79	\$48.08	\$50.48

**County of Plumas
Pay Schedule**

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OE3 PUBLIC WORKS

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASSOCIATE ENGINEER	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88
ENGINEERING AIDE	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
ENGINEERING TECHNICIAN 1	\$18.18	\$19.10	\$20.06	\$21.06	\$22.13	\$23.24	\$24.41	\$25.63	\$26.92	\$28.27
ENGINEERING TECHNICIAN 2	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
EQUIPMENT SERVICE WORKER	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
FISCAL/TECHNICAL SERVICES ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
FISCAL/TECHNICAL SERVICES ASSISTANT 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
FISCAL/TECHNICAL SERVICES ASSISTANT 3	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
LEAD POWER EQUIPMENT MECHANIC	\$20.44	\$21.47	\$22.55	\$23.68	\$24.88	\$26.12	\$27.44	\$28.82	\$30.26	\$31.78
MECHANIC/SHOP TECHNICIAN	\$18.52	\$19.45	\$20.43	\$21.46	\$22.54	\$23.67	\$24.87	\$26.11	\$27.42	\$28.79
POWER EQUIPMENT MECHANIC 1	\$17.14	\$17.99	\$18.90	\$19.85	\$20.85	\$21.90	\$23.00	\$24.15	\$25.37	\$26.64
POWER EQUIPMENT MECHANIC 2	\$18.52	\$19.45	\$20.43	\$21.46	\$22.54	\$23.67	\$24.87	\$26.11	\$27.42	\$28.79
PRINCIPAL TRANSPORTATION PLANNER	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$47.32
PUBLIC WORKS MAINTENANCE LEADWORKER	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28
PUBLIC WORKS MAINTENANCE WORKER 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
PUBLIC WORKS MAINTENANCE WORKER 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
PUBLIC WORKS MAINTENANCE WORKER 3	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
PUBLIC WORKS SENIOR ENV. PLANNER	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88
SENIOR ENGINEERING TECHNICIAN	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
SOLID WASTE PROGRAM MANAGER	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
WELDER	\$17.98	\$18.89	\$19.84	\$20.84	\$21.89	\$22.99	\$24.14	\$25.36	\$26.63	\$27.97

**County of Plumas
Pay Schedule**

Effective as of 04/19/2022 per Board of Supervisors Resolution No. 2022-8686; revised as of 04/19/2022 per Res. No. 2022-8689, 05/08/2022 per Res. No. 2022-8693, and 05/24/2022 per Res. Nos. 2022-8702 and 2022-8703 and adopted by the Board as of 06/14/2022 per Res. No. 2022-_____

OE3 PUBLIC WORKS MID-MGMT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASSISTANT DIRECTOR OF PUBLIC WORKS	\$31.99	\$33.59	\$35.28	\$37.05	\$38.91	\$40.86	\$42.91	\$45.06	\$47.31	\$49.68
DEPUTY DIRECTOR OF PUBLIC WORKS	\$31.99	\$33.59	\$35.28	\$37.05	\$38.91	\$40.86	\$42.91	\$45.06	\$47.31	\$49.68
EQUIPMENT MAINTENANCE SUPERVISOR	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
PW FISCAL OFFICER/ADMIN SERVICES MANAGER	\$27.48	\$28.86	\$30.32	\$31.84	\$33.44	\$35.12	\$36.88	\$38.72	\$40.66	\$42.70
PW ROAD MAINTENANCE SUPERVISOR	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70	\$31.18	\$32.74

**County of Plumas
Pay Schedule**

Effective as of 04/19/2022 per Board of Supervisors Resolution No. 2022-8686; revised as of 04/19/2022 per Res. No. 2022-8689, 05/08/2022 per Res. No. 2022-8693, and 05/24/2022 per Res. Nos. 2022-8702 and 2022-8703 and adopted by the Board as of 06/14/2022 per Res. No. 2022-_____

OE3 GENERAL

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
4-H REPRESENTATIVE	\$17.66	\$18.54	\$19.46	\$20.45	\$21.47	\$22.56	\$23.70	\$24.88	\$26.13	\$27.43
ACCOUNTANT	\$18.57	\$19.51	\$20.49	\$21.51	\$22.60	\$23.74	\$24.93	\$26.18	\$27.49	\$28.87
ACCOUNTING TECHNICIAN	\$17.74	\$18.63	\$19.58	\$20.55	\$21.58	\$22.66	\$23.80	\$24.99	\$26.25	\$27.56
ADMINISTRATIVE ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
ADMINISTRATIVE ASSISTANT 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
AG & STANDARDS INSPECTOR 1	\$20.81	\$21.85	\$22.95	\$24.10	\$25.31	\$26.58	\$27.91	\$29.32	\$30.78	\$32.33
AG & STANDARDS INSPECTOR 2	\$24.20	\$25.42	\$26.69	\$28.02	\$29.43	\$30.91	\$32.46	\$34.09	\$35.80	\$37.59
AG & STANDARDS INSPECTOR 3	\$26.70	\$28.04	\$29.45	\$30.92	\$32.47	\$34.10	\$35.81	\$37.61	\$39.49	\$41.47
AG & STANDARDS TECHNICIAN 1	\$16.08	\$16.89	\$17.74	\$18.63	\$19.58	\$20.55	\$21.58	\$22.66	\$23.80	\$24.99
AG & STANDARDS TECHNICIAN 2	\$17.64	\$18.53	\$19.46	\$20.44	\$21.46	\$22.54	\$23.67	\$24.86	\$26.11	\$27.42
AG & STANDARDS TECHNICIAN 3	\$19.17	\$20.13	\$21.15	\$22.21	\$23.33	\$24.50	\$25.73	\$27.02	\$28.37	\$29.80
AG & STANDARDS MANAGEMENT ANALYST 1	\$21.55	\$22.63	\$23.77	\$24.96	\$26.21	\$27.52	\$28.91	\$30.35	\$31.88	\$33.48
AG & STANDARDS MANAGEMENT ANALYST 2	\$23.96	\$25.16	\$26.42	\$27.75	\$29.14	\$30.61	\$32.14	\$33.75	\$35.44	\$37.22
ALCOHOL & DRUG PREV COORD	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
ALCOHOL & DRUG THERAPIST 1	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64	\$35.33
ALCOHOL & DRUG THERAPIST 2	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08	\$38.94
ALTERNATIVE SENTENCING COORD	\$19.58	\$20.55	\$21.58	\$22.66	\$23.80	\$24.99	\$26.25	\$27.56	\$28.95	\$30.40
ANIMAL CONTROL OFFICER 1	\$15.24	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45	\$20.42	\$21.44	\$22.52	\$23.64
ANIMAL CONTROL OFFICER 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
ANIMAL SHELTER ATTENDANT	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
APPRAISER 1	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
APPRAISER 2	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55	\$32.08
APPRAISER 3	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64	\$35.33
APPRAISER ASSISTANT	\$17.74	\$18.63	\$19.58	\$20.55	\$21.58	\$22.66	\$23.80	\$24.99	\$26.25	\$27.56
ASSISTANT CIVIL ENGINEER	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
ASSISTANT COOK	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
ASSISTANT MUSEUM DIRECTOR	\$16.48	\$17.30	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61
ASSISTANT PLANNER	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
ASSOCIATE PLANNER	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
AUDITOR ACCOUNTING CLERK 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
AUDITOR ACCOUNTING CLERK 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
AUDITOR ACCOUNTING TECH 1	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28
AUDITOR/APPRAISER 1	\$17.74	\$18.63	\$19.58	\$20.55	\$21.58	\$22.66	\$23.80	\$24.99	\$26.25	\$27.56
AUDITOR/APPRAISER 2	\$19.18	\$20.15	\$21.16	\$22.22	\$23.33	\$24.51	\$25.73	\$27.02	\$28.38	\$29.80
AUDITOR/APPRAISER 3	\$21.15	\$22.21	\$23.32	\$24.50	\$25.72	\$27.01	\$28.37	\$29.79	\$31.28	\$32.85
BH ADMINISTRATIVE ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
BH ADMINISTRATIVE ASSISTANT 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
BH CASE MGMT SPECIALIST 1	\$20.90	\$21.96	\$23.05	\$24.21	\$25.42	\$26.70	\$28.04	\$29.45	\$30.92	\$32.48
BH CASE MGMT SPECIALIST 2	\$23.04	\$24.20	\$25.41	\$26.69	\$28.03	\$29.44	\$30.91	\$32.47	\$34.10	\$35.80
BH CASE MGMT SPECIALIST SR	\$25.18	\$26.46	\$27.78	\$29.17	\$30.64	\$32.17	\$33.78	\$35.48	\$37.26	\$39.12
BH CLINICAL RECORDS SPECIALIST	\$18.22	\$19.14	\$20.10	\$21.10	\$22.17	\$23.28	\$24.45	\$25.67	\$26.96	\$28.31
BH QUALITY ASSURANCE COORD	\$27.87	\$29.26	\$30.74	\$32.29	\$33.90	\$35.60	\$37.38	\$39.26	\$41.23	\$43.30
BH SITE COORDINATOR	\$19.34	\$20.32	\$21.33	\$22.41	\$23.52	\$24.71	\$25.95	\$27.24	\$28.62	\$30.05
BH SUPERVISING SITE COORD	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
BH SUPPORT SERVICES COORD	\$17.30	\$18.18	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.62	\$26.91
BH SUPPORTIVE SERVICES TECH 1	\$15.31	\$16.09	\$16.90	\$17.76	\$18.66	\$19.60	\$20.58	\$21.61	\$22.69	\$23.84
BH SUPPORTIVE SERVICES TECH 2	\$16.40	\$17.22	\$18.09	\$18.99	\$19.96	\$20.95	\$22.01	\$23.10	\$24.27	\$25.48
BH SYSTEMS ANALYST	\$26.79	\$28.15	\$29.55	\$31.04	\$32.60	\$34.24	\$35.95	\$37.75	\$39.65	\$41.64
BH THERAPIST 1	\$26.07	\$27.37	\$28.74	\$30.19	\$31.69	\$33.28	\$34.95	\$36.71	\$38.55	\$40.49
BH THERAPIST 2	\$28.72	\$30.17	\$31.66	\$33.26	\$34.93	\$36.68	\$38.53	\$40.46	\$42.49	\$44.62
BH THERAPIST SENIOR	\$31.71	\$33.30	\$34.97	\$36.73	\$38.57	\$40.51	\$42.54	\$44.67	\$46.90	\$49.25
BLDG & GRNDS MAINT TECHNICIAN	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70
BLDG & GRNDS MAINT WORKER 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
BLDG & GRNDS MAINT WORKER 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
BLDG & GRNDS MAINT WORKER 3	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28
BRANCH LIBRARY ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
BRANCH LIBRARY ASSISTANT 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
BUILDING INSPECTOR 1	\$20.14	\$21.15	\$22.22	\$23.34	\$24.51	\$25.75	\$27.04	\$28.39	\$29.81	\$31.31
BUILDING INSPECTOR 2	\$23.31	\$24.49	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27	\$32.84	\$34.49	\$36.22
BUILDING PLANCHHECK INSPECTOR	\$25.06	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93
BUILDING PLANS EXAMINER 1	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
BUILDING PLANS EXAMINER 2	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88
CADASTRAL DRAFTING SPECIALST	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64	\$35.33
CHILD SUPPORT ACCOUNTING SPEC	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
CHILD SUPPORT ASSISTANT	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
CHILD SUPPORT SPECIALIST 1	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
CHILD SUPPORT SPECIALIST 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
CHILD SUPPORT SPECIALIST 3	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28
CODE ENFORCEMENT OFFICER	\$25.30	\$26.57	\$27.90	\$29.29	\$30.77	\$32.32	\$33.93	\$35.63	\$37.41	\$39.29
COLLECTIONS OFFICER 1	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
COLLECTIONS OFFICER 2	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
COMMUNITY OUTREACH COORDINATOR	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
CUSTODIAN	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
DA ADMIN/ASST PUBLIC ADMIN	\$21.67	\$22.76	\$23.90	\$25.09	\$26.35	\$27.66	\$29.06	\$30.52	\$32.06	\$33.66
DA INVESTIGATIONS SPECIALIST	\$25.17	\$26.45	\$27.77	\$29.16	\$30.63	\$32.16	\$33.77	\$35.47	\$37.25	\$39.11
DA INVESTIGATIVE ASSISTANT	\$20.17	\$21.18	\$22.24	\$23.35	\$24.53	\$25.77	\$27.06	\$28.42	\$29.84	\$31.33
DEPUTY CHILD SUP ATTORNEY 1	\$26.95	\$28.30	\$29.71	\$31.21	\$32.78	\$34.43	\$36.16	\$37.97	\$39.87	\$41.87
DEPUTY CHILD SUP ATTORNEY 2	\$29.74	\$31.23	\$32.80	\$34.45	\$36.18	\$37.99	\$39.89	\$41.89	\$43.99	\$46.20
DEPUTY CLERK-RECORDER 1	\$15.46	\$16.23	\$17.05	\$17.91	\$18.81	\$19.76	\$20.76	\$21.81	\$22.90	\$24.05
DEPUTY CLERK-RECORDER 2	\$16.99	\$17.86	\$18.76	\$19.71	\$20.69	\$21.75	\$22.83	\$23.99	\$25.18	\$26.46
DEPUTY DISTRICT ATTORNEY 1	\$35.18	\$36.94	\$38.79	\$40.73	\$42.76	\$44.90	\$47.14	\$49.50	\$51.98	\$54.58
DEPUTY DISTRICT ATTORNEY 2	\$39.16	\$41.12	\$43.17	\$45.33	\$47.60	\$49.98	\$52.48	\$55.10	\$57.86	\$60.75
DEPUTY DISTRICT ATTORNEY 3	\$43.60	\$45.78	\$48.07	\$50.47	\$53.00	\$55.65	\$58.43	\$61.35	\$64.42	\$67.64

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
DEPUTY PUB GUARD/CONSERVATOR 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
DEPUTY PUB GUARD/CONSERVATOR 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
DISTRICT ATTORNEY INVESTIGATOR	\$23.32	\$24.49	\$25.72	\$27.01	\$28.36	\$29.79	\$31.28	\$32.85	\$34.50	\$36.23
DRINKING DRIVER COORDINATOR	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
DRIVER 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
DRIVER 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
DRIVER 3	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
ELECTIONS COORDINATOR	\$24.68	\$25.93	\$27.22	\$28.60	\$30.04	\$31.55	\$33.14	\$34.80	\$36.55	\$38.39
ELECTIONS SERVICES ASSISTANT 1	\$15.46	\$16.23	\$17.05	\$17.91	\$18.81	\$19.76	\$20.76	\$21.81	\$22.90	\$24.05
ELECTIONS SERVICES ASSISTANT 2	\$16.99	\$17.86	\$18.76	\$19.71	\$20.69	\$21.75	\$22.83	\$23.99	\$25.18	\$26.46
ELECTIONS SPECIALIST	\$16.48	\$17.30	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61
ELIGIBILITY SPECIALIST 1	\$15.11	\$15.88	\$16.68	\$17.52	\$18.39	\$19.31	\$20.28	\$21.30	\$22.38	\$23.49
ELIGIBILITY SPECIALIST 2	\$16.62	\$17.45	\$18.33	\$19.24	\$20.21	\$21.23	\$22.30	\$23.42	\$24.60	\$25.84
ELIGIBILITY SPECIALIST 3	\$18.53	\$19.45	\$20.44	\$21.46	\$22.55	\$23.69	\$24.87	\$26.12	\$27.42	\$28.80
EMPLOYMENT & TRAINING WORKER 1	\$18.11	\$19.01	\$19.98	\$20.97	\$22.03	\$23.12	\$24.29	\$25.50	\$26.78	\$28.13
EMPLOYMENT & TRAINING WORKER 2	\$19.96	\$20.95	\$22.01	\$23.10	\$24.27	\$25.48	\$26.76	\$28.11	\$29.51	\$31.00
EMPLOYMENT & TRAINING WORKER 3	\$22.00	\$23.09	\$24.26	\$25.47	\$26.75	\$28.10	\$29.50	\$30.99	\$32.54	\$34.17
ENVIRONMENTAL HEALTH AIDE	\$17.30	\$18.18	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.63	\$26.91
ENVIRONMENTAL HEALTH SPEC 1	\$24.32	\$25.54	\$26.82	\$28.18	\$29.58	\$31.07	\$32.63	\$34.27	\$35.98	\$37.78
ENVIRONMENTAL HEALTH SPEC 2	\$26.83	\$28.19	\$29.59	\$31.08	\$32.64	\$34.28	\$35.99	\$37.79	\$39.69	\$41.68
ENVIRONMENTAL HEALTH SPEC 3	\$29.52	\$31.01	\$32.56	\$34.20	\$35.91	\$37.71	\$39.61	\$41.59	\$43.68	\$45.86
ENVIRONMENTAL HEALTH TECH 1	\$17.30	\$18.18	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.63	\$26.91
ENVIRONMENTAL HEALTH TECH 2	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
EXECUTIVE ASSISTANT-PLANNING	\$16.48	\$17.30	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61
FAIR FISCAL COORDINATOR 1	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
FAIR FISCAL COORDINATOR 2	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
FAMILY VIOLENCE OFFICER	\$18.72	\$19.66	\$20.64	\$21.69	\$22.78	\$23.92	\$25.12	\$26.38	\$27.71	\$29.10
FIELD SERVICES ASSISTANT	\$15.70	\$16.49	\$17.32	\$18.20	\$19.12	\$20.08	\$21.08	\$22.15	\$23.26	\$24.43
FISCAL & TECH SERVICES ASST 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
FISCAL & TECH SERVICES ASST 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
FISCAL & TECH SERVICES ASST 3	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
GEO INFO SYS (GIS) PLANNER 1	\$22.20	\$23.31	\$24.49	\$25.71	\$27.00	\$28.36	\$29.78	\$31.27	\$32.84	\$34.49
GEO INFO SYS (GIS) PLANNER 2	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
GRANT COMPLIANCE ASSISTANT	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
HAZ MAT SPECIALIST 1	\$24.32	\$25.54	\$26.82	\$28.18	\$29.58	\$31.07	\$32.63	\$34.27	\$35.98	\$37.78
HAZ MAT SPECIALIST 2	\$26.83	\$28.19	\$29.59	\$31.08	\$32.64	\$34.28	\$35.99	\$37.79	\$39.69	\$41.68
HAZ MAT SPECIALIST 3	\$29.52	\$31.01	\$32.56	\$34.20	\$35.91	\$37.71	\$39.61	\$41.59	\$43.68	\$45.86
HEAD COOK	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
HEALTH AIDE 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
HEALTH AIDE 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
HEALTH EDUCATION COORDINATOR 1	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
HEALTH EDUCATION SPECIALIST	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
HIV SPECIALTY CLINIC THERAPIST	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08	\$38.94
INFORMATION SYSTEMS TECHNICIAN	\$22.36	\$23.47	\$24.65	\$25.89	\$27.18	\$28.55	\$29.98	\$31.48	\$33.06	\$34.72
JUNIOR ENGINEER	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
LAW LIBRARIAN	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
LEAD DEPUTY CLERK-RECORDER	\$21.23	\$22.30	\$23.42	\$24.61	\$25.85	\$27.14	\$28.51	\$29.94	\$31.44	\$33.02
LEGAL SECRETARY	\$19.19	\$20.16	\$21.17	\$22.23	\$23.34	\$24.52	\$25.75	\$27.03	\$28.39	\$29.81
LEGAL SECRETARY - SENIOR	\$20.36	\$21.38	\$22.46	\$23.59	\$24.77	\$26.01	\$27.32	\$28.69	\$30.12	\$31.63
LEGAL SECRETARY - TRAINEE	\$17.40	\$18.28	\$19.20	\$20.16	\$21.18	\$22.24	\$23.36	\$24.53	\$25.76	\$27.05
LEGAL SERVICES ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
LEGAL SERVICES ASSISTANT 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
LIBRARIAN	\$21.54	\$22.62	\$23.76	\$24.95	\$26.21	\$27.52	\$28.91	\$30.36	\$31.88	\$33.48
LIBRARY AIDE	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
LIBRARY LITERACY CLERK	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
LIBRARY TECHNICIAN	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
LICENSED VOCATIONAL NURSE 1-BH	\$20.69	\$21.74	\$22.83	\$23.97	\$25.17	\$26.45	\$27.77	\$29.16	\$30.63	\$32.16
LICENSED VOCATIONAL NURSE 1-PH	\$20.69	\$21.74	\$22.83	\$23.97	\$25.17	\$26.45	\$27.77	\$29.16	\$30.63	\$32.16
LICENSED VOCATIONAL NURSE 2-BH	\$21.73	\$22.82	\$23.96	\$25.16	\$26.43	\$27.76	\$29.15	\$30.62	\$32.15	\$33.76
LICENSED VOCATIONAL NURSE 2-PH	\$21.73	\$22.82	\$23.96	\$25.16	\$26.43	\$27.76	\$29.15	\$30.62	\$32.15	\$33.76
LITERACY PROGRAM ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
LITERACY PROGRAM ASSISTANT 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
MANAGEMENT ANALYST 1	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
MANAGEMENT ANALYST 2	\$24.09	\$25.29	\$26.56	\$27.89	\$29.28	\$30.76	\$32.31	\$33.92	\$35.62	\$37.40
MENTORING COORDINATOR	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
MUSEUM REGISTRAR	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
NATURAL RESOURCES ANALYST	\$21.15	\$22.21	\$23.32	\$24.50	\$25.72	\$27.01	\$28.37	\$29.79	\$31.28	\$32.85
NURSE PRACTITIONER	\$47.63	\$50.02	\$52.53	\$55.16	\$57.91	\$60.82	\$63.87	\$67.07	\$70.42	\$73.94
OFFICE ASSISTANT 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
OFFICE ASSISTANT 2	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
OFFICE ASSISTANT 3	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
OFFICE AUTOMATION ANALYST	\$22.73	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31
OFFICE AUTOMATION SPECIALIST	\$18.72	\$19.66	\$20.64	\$21.69	\$22.78	\$23.92	\$25.12	\$26.38	\$27.71	\$29.10
PARALEGAL 1	\$16.48	\$17.30	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61
PARALEGAL 2	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61	\$26.91	\$28.26
PARALEGAL 3	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
PERMIT TECHNICIAN	\$16.88	\$17.73	\$18.62	\$19.58	\$20.55	\$21.58	\$22.66	\$23.80	\$24.99	\$26.25
PHYSICIAN ASSISTANT	\$47.63	\$50.02	\$52.53	\$55.16	\$57.91	\$60.82	\$63.87	\$67.07	\$70.42	\$73.94
PLANNING TECHNICIAN	\$18.26	\$19.17	\$20.13	\$21.14	\$22.20	\$23.31	\$24.48	\$25.70	\$26.99	\$28.34
PREVENTION AIDE	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
PROG COMPL & TRAINING ANALYST	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
PROGRAMMER ANALYST	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64	\$35.33
PROJECT MANAGER	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$42.93
PROPERTY TAX ASSESSMENT SPEC 1	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
PROPERTY TAX ASSESSMENT SPEC 2	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70
PROPERTY TAX ASSESSMENT TECH	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43
PSYCHIATRIC NURSE 1	\$26.79	\$28.15	\$29.55	\$31.04	\$32.60	\$34.24	\$35.95	\$37.75	\$39.65	\$41.64
PSYCHIATRIC NURSE 2	\$30.01	\$31.51	\$33.09	\$34.75	\$36.49	\$38.32	\$40.24	\$42.26	\$44.38	\$46.61
PSYCHIATRIC TECHNICIAN	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
PUBLIC HEALTH NURSE 1	\$26.79	\$28.15	\$29.55	\$31.04	\$32.60	\$34.24	\$35.95	\$37.75	\$39.65	\$41.64
PUBLIC HEALTH NURSE 2	\$30.01	\$31.51	\$33.09	\$34.75	\$36.49	\$38.32	\$40.24	\$42.26	\$44.38	\$46.61
PUBLIC HEALTH NURSE 3	\$33.22	\$34.89	\$36.64	\$38.48	\$40.41	\$42.44	\$44.56	\$46.79	\$49.14	\$51.60

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
QUALITY ASSURANCE COORDINATOR	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08	\$38.94
RECORDING SECRETARY	\$15.70	\$16.49	\$17.32	\$18.20	\$19.12	\$20.08	\$21.08	\$22.15	\$23.26	\$24.43
RECORDS MANAGEMENT TECH 1	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
RECORDS MANAGEMENT TECH 2	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
REGISTERED DENTAL ASSISTANT 1	\$20.69	\$21.74	\$22.83	\$23.97	\$25.17	\$26.45	\$27.77	\$29.16	\$30.63	\$32.16
REGISTERED DENTAL ASSISTANT 2	\$21.73	\$22.82	\$23.96	\$25.16	\$26.43	\$27.76	\$29.15	\$30.62	\$32.15	\$33.76
REGISTERED NURSE 1 - BH	\$26.79	\$28.15	\$29.55	\$31.04	\$32.60	\$34.24	\$35.95	\$37.75	\$39.65	\$41.64
REGISTERED NURSE 1 - PH	\$26.79	\$28.15	\$29.55	\$31.04	\$32.60	\$34.24	\$35.95	\$37.75	\$39.65	\$41.64
REGISTERED NURSE 2 - BH	\$30.01	\$31.51	\$33.09	\$34.75	\$36.49	\$38.32	\$40.24	\$42.26	\$44.38	\$46.61
REGISTERED NURSE 2 - PH	\$30.01	\$31.51	\$33.09	\$34.75	\$36.49	\$38.32	\$40.24	\$42.26	\$44.38	\$46.61
SECRETARY	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27
SENIOR BUILDING INSPECTOR	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
SENIOR BUILDING PLNCHK INSP	\$27.55	\$28.94	\$30.39	\$31.91	\$33.51	\$35.19	\$36.95	\$38.81	\$40.75	\$42.79
SENIOR DISTRICT ATTORNEY INVST	\$25.69	\$26.98	\$28.33	\$29.76	\$31.25	\$32.82	\$34.47	\$36.20	\$38.02	\$39.92
SENIOR PERMIT TECHNICIAN	\$18.98	\$19.95	\$20.94	\$22.00	\$23.09	\$24.26	\$25.47	\$26.75	\$28.10	\$29.50
SENIOR PLANNER	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88
SENIOR SOCIAL WORKER A	\$26.26	\$27.57	\$28.96	\$30.41	\$31.94	\$33.53	\$35.21	\$36.97	\$38.83	\$40.77
SENIOR SOCIAL WORKER B	\$28.73	\$30.18	\$31.68	\$33.27	\$34.94	\$36.70	\$38.53	\$40.48	\$42.51	\$44.64
SITE MANAGER	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
SOCIAL SERVICES AIDE	\$16.18	\$16.99	\$17.86	\$18.75	\$19.69	\$20.67	\$21.72	\$22.81	\$23.95	\$25.15
SOCIAL WORKER 1	\$20.90	\$21.96	\$23.05	\$24.21	\$25.42	\$26.70	\$28.04	\$29.45	\$30.92	\$32.48
SOCIAL WORKER 2	\$23.04	\$24.20	\$25.41	\$26.69	\$28.03	\$29.44	\$30.91	\$32.47	\$34.10	\$35.80
SOCIAL WORKER 3	\$25.18	\$26.46	\$27.78	\$29.17	\$30.64	\$32.17	\$33.78	\$35.48	\$37.26	\$39.12
STAFF SERVICES ANALYST 1	\$22.46	\$23.58	\$24.76	\$26.01	\$27.32	\$28.69	\$30.14	\$31.64	\$33.23	\$34.90
STAFF SERVICES ANALYST 2	\$24.75	\$26.00	\$27.31	\$28.68	\$30.12	\$31.63	\$33.22	\$34.89	\$36.64	\$38.48
STAFF SERVICES SPECIALIST	\$21.67	\$22.76	\$23.90	\$25.09	\$26.35	\$27.66	\$29.06	\$30.52	\$32.06	\$33.66
SUBSTANCE USE DISORDER SPEC 1	\$20.07	\$21.07	\$22.14	\$23.25	\$24.42	\$25.64	\$26.93	\$28.28	\$29.69	\$31.19
SUBSTANCE USE DISORDER SPEC 2	\$22.14	\$23.25	\$24.42	\$25.64	\$26.93	\$28.28	\$29.69	\$31.19	\$32.76	\$34.40
TELECOMMUNICATIONS TECHNICIAN	\$22.72	\$23.87	\$25.06	\$26.33	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30
TREAS/TAX COLLECTIONS OFFCR 1	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08	\$30.55
TREAS/TAX COLLECTIONS OFFCR 2	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
TREASURER/TAX SPECIALIST 1	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94
TREASURER/TAX SPECIALIST 2	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70
TREASURER/TAX TECHNICIAN	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28
VETERANS SERVICE REP 1	\$15.70	\$16.49	\$17.32	\$18.20	\$19.12	\$20.08	\$21.08	\$22.15	\$23.26	\$24.43
VETERANS SERVICE REP 2	\$17.30	\$18.18	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.62	\$26.91
VICTIM/WITNESS ADVOCATE	\$15.69	\$16.48	\$17.30	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40
WELFARE FRAUD INVESTIGATOR 1	\$22.78	\$23.92	\$25.12	\$26.38	\$27.71	\$29.10	\$30.57	\$32.10	\$33.70	\$35.39
WELFARE FRAUD INVESTIGATOR 2	\$24.70	\$25.94	\$27.23	\$28.61	\$30.04	\$31.54	\$33.13	\$34.79	\$36.53	\$38.37

**County of Plumas
Pay Schedule**

Effective as of 04/19/2022 per Board of Supervisors Resolution No. 2022-8686; revised as of 04/19/2022 per Res. No. 2022-8689, 05/08/2022 per Res. No. 2022-8693, and 05/24/2022 per Res. Nos. 2022-8702 and 2022-8703 and adopted by the Board as of 06/14/2022 per Res. No. 2022-_____

OE3 MID-MANAGEMENT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
A&D PROG CLINICIAN/SUPERVISOR	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$47.32
ALCOHOL & DRUG PROG CHIEF	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$47.32
ALTERNATIVE SENTENCING MANAGER	\$26.29	\$27.60	\$28.99	\$30.44	\$31.97	\$33.57	\$35.25	\$37.02	\$38.88	\$40.83
ANIMAL CONTROL SUPERVISOR	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70
ASSESSOR'S OFFICE MANAGER	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
ASSISTANT BUILDING OFFICIAL	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$47.32
ASSISTANT COUNTY ASSESSOR	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$42.93
ASSISTANT DISTRICT ATTORNEY	\$54.62	\$57.35	\$60.22	\$63.23	\$66.39	\$69.71	\$73.20	\$76.86	\$80.70	\$84.73
ASSISTANT PLANNING DIRECTOR	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$47.32
ASST COUNTY CLERK-RECORDER	\$27.30	\$28.67	\$30.10	\$31.60	\$33.19	\$34.86	\$36.60	\$38.45	\$40.37	\$42.40
ASST DIR DEPT OF CHILD SUP SVC	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
ASST DIRECTOR OF PUBLIC HEALTH	\$38.89	\$40.84	\$42.89	\$45.04	\$47.29	\$49.66	\$52.15	\$54.78	\$57.51	\$60.39
ASST TREASURER/TAX COLLECTOR	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$42.93
BH ADMIN SERVICES OFFICER	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	\$50.72	\$53.26
BH AOD PROGRAM ADMIN	\$37.50	\$39.39	\$41.37	\$43.44	\$45.61	\$47.90	\$50.30	\$52.83	\$55.47	\$58.25
BH CONTINUING CARE COORDINATOR	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	\$50.72	\$53.26
BH QUAL IMPROVEMENT/COMPL MGR	\$37.50	\$39.39	\$41.37	\$43.44	\$45.61	\$47.90	\$50.30	\$52.83	\$55.47	\$58.25
BH UNIT SUPERVISOR	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	\$50.72	\$53.26
BH UNIT SUPERVISOR-NURSING	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	\$50.72	\$53.26
BLDG/GRDS MAINT SUPERVISOR 1	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70	\$31.18
BLDG/GRDS MAINT SUPERVISOR 2	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66	\$26.94	\$28.28	\$29.70	\$31.18	\$32.74
BUILDING OFFICIAL	\$33.58	\$35.26	\$37.03	\$38.89	\$40.84	\$42.89	\$45.04	\$47.29	\$49.66	\$52.15
CHIEF APPRAISER	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88
CHIEF CODE ENFORCEMENT OFFICER	\$29.30	\$30.78	\$32.33	\$33.94	\$35.64	\$37.42	\$39.30	\$41.27	\$43.34	\$45.51
CHIEF DEP PUB GRDN/CONSERVATOR	\$25.18	\$26.46	\$27.78	\$29.17	\$30.64	\$32.17	\$33.78	\$35.48	\$37.26	\$39.12
CHILDRENS SERVICES COORDINATOR	\$29.76	\$31.25	\$32.82	\$34.47	\$36.20	\$38.01	\$39.91	\$41.91	\$44.01	\$46.22
COMMUNITY CARE CASE MANAGER	\$18.17	\$19.09	\$20.05	\$21.05	\$22.12	\$23.23	\$24.40	\$25.61	\$26.91	\$28.26
DEPUTY AG COMM/SEALER OF WEIGHTS & MEASURE	\$29.38	\$30.85	\$32.39	\$34.01	\$35.71	\$37.50	\$39.38	\$41.35	\$43.42	\$45.59
DEP DIR/SOC SERV PROGRAM MGR	\$35.04	\$36.81	\$38.65	\$40.59	\$42.62	\$44.75	\$47.00	\$49.35	\$51.82	\$54.42
DEPARTMENT FISCAL OFFICER 1	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
DEPARTMENT FISCAL OFFICER 2	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
DIRECTOR OF NURSING - PH	\$40.73	\$42.77	\$44.92	\$47.16	\$49.52	\$52.00	\$54.61	\$57.35	\$60.22	\$63.24
DIV DIR VETERANS SVCS OFFICER	\$23.88	\$25.07	\$26.33	\$27.64	\$29.04	\$30.49	\$32.02	\$33.62	\$35.31	\$37.08
ELIGIBILITY SUPERVISOR	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
EMPLOYMENT & TRNG WKR SUP	\$26.90	\$28.25	\$29.66	\$31.15	\$32.72	\$34.36	\$36.08	\$37.88	\$39.78	\$41.78
FISCAL SUPPORT COORD	\$18.96	\$19.91	\$20.91	\$21.96	\$23.06	\$24.22	\$25.43	\$26.70	\$28.05	\$29.45
GEO INFO SYSTEM (GIS) COORD	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88	\$42.93

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
GRANT COMPLIANCE OFFICER	\$18.71	\$19.65	\$20.63	\$21.68	\$22.77	\$23.91	\$25.11	\$26.37	\$27.69	\$29.08
HEALTH EDUCATION COORDINATOR 2	\$26.32	\$27.63	\$29.03	\$30.48	\$32.01	\$33.61	\$35.30	\$37.07	\$38.93	\$40.88
LIBRARY LITERACY PROGRAM COORD	\$16.54	\$17.36	\$18.23	\$19.14	\$20.10	\$21.11	\$22.16	\$23.27	\$24.43	\$25.66
MNTL HLTH SERVICES ACT COORD	\$29.76	\$31.25	\$32.82	\$34.47	\$36.20	\$38.01	\$39.91	\$41.91	\$44.01	\$46.22
OFFICE SUPERVISOR	\$19.29	\$20.26	\$21.28	\$22.36	\$23.47	\$24.65	\$25.89	\$27.18	\$28.55	\$29.98
PERMIT MANAGER	\$21.66	\$22.74	\$23.89	\$25.08	\$26.34	\$27.65	\$29.05	\$30.50	\$32.04	\$33.64
PH ADMIN SERVICES OFFICER	\$34.30	\$36.01	\$37.81	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	\$50.72	\$53.26
PROGRAM CHIEF-NURSING	\$30.47	\$32.00	\$33.60	\$35.29	\$37.06	\$38.92	\$40.87	\$42.92	\$45.07	\$47.32
PROGRAM MANAGER 1	\$31.71	\$33.30	\$34.97	\$36.73	\$38.57	\$40.51	\$42.54	\$44.67	\$46.90	\$49.25
PROGRAM MANAGER 2	\$33.30	\$34.97	\$36.73	\$38.57	\$40.51	\$42.54	\$44.67	\$46.90	\$49.25	\$51.72
PUBLIC HEALTH PROG DIV CHIEF	\$29.00	\$30.45	\$31.98	\$33.58	\$35.26	\$37.03	\$38.89	\$40.84	\$42.89	\$45.04
RECORDS MGMT COORDINATOR	\$18.72	\$19.66	\$20.64	\$21.69	\$22.78	\$23.92	\$25.12	\$26.38	\$27.71	\$29.10
SENIOR SERVICES DIVISION DIR.	\$22.20	\$23.31	\$24.49	\$25.71	\$27.00	\$28.36	\$29.78	\$31.27	\$32.84	\$34.49
SOCIAL SERVICES SUPERVISOR 1	\$27.48	\$28.86	\$30.32	\$31.84	\$33.44	\$35.12	\$36.88	\$38.72	\$40.66	\$42.70
SOCIAL SERVICES SUPERVISOR 2	\$31.71	\$33.30	\$34.97	\$36.73	\$38.57	\$40.51	\$42.54	\$44.67	\$46.90	\$49.25
STAFF SERVICES MANAGER	\$30.46	\$31.99	\$33.59	\$35.28	\$37.05	\$38.91	\$40.86	\$42.91	\$45.06	\$47.31
VICTIM/WITNESS COORDINATOR	\$18.16	\$19.08	\$20.04	\$21.04	\$22.11	\$23.22	\$24.38	\$25.60	\$26.90	\$28.25

County of Plumas
Pay Schedule

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PROBATION MID-MANAGEMENT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
DEPARTMENT FISCAL OFFICER 1	\$21.44	\$22.52	\$23.65	\$24.84	\$26.08	\$27.38	\$28.76	\$30.20	\$31.71	\$33.30
DEPARTMENT FISCAL OFFICER 2	\$23.63	\$24.82	\$26.06	\$27.36	\$28.74	\$30.18	\$31.69	\$33.28	\$34.95	\$36.70
SUPERVISING PROBATION OFFICER	\$25.45	\$26.72	\$28.06	\$29.47	\$30.96	\$32.50	\$34.13	\$35.84	\$37.64	\$39.52

**County of Plumas
Pay Schedule**

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PROBATION ASSC

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ADMINISTRATIVE ASSISTANT 1	\$15.38	\$16.14	\$16.95	\$17.79	\$18.69	\$19.62	\$20.60	\$21.64	\$22.71	\$23.85
ADMINISTRATIVE ASSISTANT 2	\$16.14	\$16.95	\$17.79	\$18.69	\$19.62	\$20.60	\$21.64	\$22.71	\$23.85	\$25.04
DEPUTY PROBATION OFFICER 1	\$18.43	\$19.36	\$20.34	\$21.35	\$22.43	\$23.56	\$24.74	\$25.98	\$27.30	\$28.67
DEPUTY PROBATION OFFICER 2	\$19.94	\$20.94	\$21.98	\$23.08	\$24.24	\$25.45	\$26.72	\$28.06	\$29.46	\$30.93
DEPUTY PROBATION OFFICER 3	\$21.98	\$23.08	\$24.23	\$25.44	\$26.72	\$28.05	\$29.46	\$30.93	\$32.47	\$34.10
DETENTION COORDINATOR	\$19.48	\$20.46	\$21.48	\$22.56	\$23.69	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25
LEGAL SERVICES ASSISTANT 1	\$15.38	\$16.14	\$16.95	\$17.79	\$18.69	\$19.62	\$20.60	\$21.64	\$22.71	\$23.85
LEGAL SERVICES ASSISTANT 2	\$16.95	\$17.79	\$18.69	\$19.62	\$20.60	\$21.64	\$22.71	\$23.85	\$25.04	\$26.30
MANAGEMENT ANALYST 1	\$21.76	\$22.86	\$24.01	\$25.20	\$26.48	\$27.80	\$29.19	\$30.66	\$32.20	\$33.81
MANAGEMENT ANALYST 2	\$24.20	\$25.42	\$26.69	\$28.02	\$29.43	\$30.91	\$32.46	\$34.09	\$35.80	\$37.59
OFFICE ASSISTANT 1	\$15.38	\$16.14	\$16.95	\$17.79	\$18.69	\$19.62	\$20.60	\$21.64	\$22.71	\$23.85
OFFICE ASSISTANT 2	\$16.14	\$16.95	\$17.79	\$18.69	\$19.62	\$20.60	\$21.64	\$22.71	\$23.85	\$25.04
OFFICE ASSISTANT 3	\$17.79	\$18.69	\$19.62	\$20.60	\$21.64	\$22.71	\$23.85	\$25.04	\$26.30	\$27.61
PROB PROG COORD/ADMIN ASSIST	\$19.36	\$20.34	\$21.35	\$22.43	\$23.56	\$24.74	\$25.98	\$27.30	\$28.67	\$30.10
PROBATION ASSISTANT	\$15.52	\$16.30	\$17.12	\$17.97	\$18.87	\$19.82	\$20.82	\$21.86	\$22.96	\$24.11
PROBATION REPORT WRITER	\$18.50	\$19.43	\$20.41	\$21.43	\$22.51	\$23.64	\$24.83	\$26.07	\$27.37	\$28.75

**County of Plumas
Pay Schedule**

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SHERIFF EMPLOYEE ASSC

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASSISTANT PROGRAM MANAGER	\$15.40	\$16.17	\$16.98	\$17.85	\$18.74	\$19.68	\$20.66	\$21.71	\$22.80	\$23.94
CORRECTIONAL OFFICER 1	\$18.43	\$19.36	\$20.34	\$21.35	\$22.43	\$23.56	\$24.74	\$25.98	\$27.30	\$28.67
CORRECTIONAL OFFICER 2	\$20.31	\$21.33	\$22.40	\$23.52	\$24.71	\$25.94	\$27.24	\$28.61	\$30.04	\$31.55
CORRECTIONAL SERGEANT	\$22.52	\$23.65	\$24.85	\$26.09	\$27.40	\$28.77	\$30.22	\$31.73	\$33.33	\$35.00
CRIME ANALYST	\$17.33	\$18.20	\$19.12	\$20.08	\$21.09	\$22.15	\$23.26	\$24.44	\$25.67	\$26.95
DEP SHERIFF 2/COM EQUIP COORD	\$28.55	\$29.98	\$31.48	\$33.06	\$34.72	\$36.46	\$38.29	\$40.21	\$42.23	\$44.34
DEPUTY SHERIFF 1	\$20.89	\$21.94	\$23.03	\$24.19	\$25.41	\$26.69	\$28.02	\$29.43	\$30.91	\$32.45
DEPUTY SHERIFF 2	\$23.01	\$24.16	\$25.38	\$26.65	\$27.99	\$29.40	\$30.87	\$32.42	\$34.06	\$35.77
DEPUTY SHERIFF 2-ADVANCED	\$24.22	\$25.43	\$26.70	\$28.05	\$29.45	\$30.94	\$32.49	\$34.12	\$35.83	\$37.62
DEPUTY SHERIFF 2-INTERMEDIATE	\$23.71	\$24.90	\$26.15	\$27.46	\$28.83	\$30.27	\$31.80	\$33.38	\$35.07	\$36.84
SH INVSTG/CANNABIS CODE COMPL	\$27.90	\$29.29	\$30.77	\$32.32	\$33.93	\$35.63	\$37.41	\$39.29	\$41.26	\$43.32
SHERIFF DISPATCHER 1	\$18.43	\$19.36	\$20.34	\$21.35	\$22.43	\$23.56	\$24.74	\$25.98	\$27.30	\$28.67
SHERIFF DISPATCHER 2	\$19.68	\$20.67	\$21.71	\$22.80	\$23.93	\$25.14	\$26.41	\$27.75	\$29.13	\$30.60
SHERIFF EMERGENCY SERVICES & TRAINING COORD	\$22.55	\$23.68	\$24.88	\$26.12	\$27.44	\$28.82	\$30.26	\$31.78	\$33.37	\$35.04
SHERIFF INVESTIGATOR	\$24.75	\$26.00	\$27.31	\$28.68	\$30.12	\$31.63	\$33.22	\$34.89	\$36.64	\$38.48
SHERIFF INVESTIGATOR SERGEANT	\$30.17	\$31.66	\$33.26	\$34.93	\$36.68	\$38.53	\$40.46	\$42.49	\$44.62	\$46.85
SHERIFF INVESTIGATOR-ADVANCED	\$26.05	\$27.36	\$28.73	\$30.18	\$31.69	\$33.28	\$34.95	\$36.71	\$38.54	\$40.48
SHERIFF INVESTIGATOR-INTERMED	\$25.50	\$26.78	\$28.12	\$29.52	\$31.01	\$32.56	\$34.20	\$35.91	\$37.71	\$39.60
SHERIFF SERGEANT	\$25.99	\$27.31	\$28.68	\$30.11	\$31.63	\$33.21	\$34.88	\$36.62	\$38.47	\$40.41
SHERIFF SERGEANT-ADVANCED	\$28.03	\$29.44	\$30.91	\$32.47	\$34.10	\$35.80	\$37.59	\$39.47	\$41.44	\$43.51
SHERIFF SERGEANT-INTERMEDIATE	\$27.42	\$28.80	\$30.24	\$31.76	\$33.35	\$35.02	\$36.79	\$38.62	\$40.56	\$42.60
SHERIFF SERVICES ASSISTANT 1	\$16.64	\$17.47	\$18.35	\$19.26	\$20.23	\$21.25	\$22.31	\$23.43	\$24.61	\$25.84
SHERIFF SERVICES ASSISTANT 2	\$18.34	\$19.25	\$20.22	\$21.24	\$22.30	\$23.42	\$24.60	\$25.83	\$27.12	\$28.50

**County of Plumas
Pay Schedule**

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SHERIFF EMPLOYEE ASSC MID-MGMT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ASST DIR OF EMERGENCY SERVICES	\$23.53	\$24.71	\$25.95	\$27.25	\$28.62	\$30.05	\$31.56	\$33.14	\$34.80	\$36.54
COMMUNICATIONS SUPER ADVANCED	\$23.80	\$24.99	\$26.25	\$27.56	\$28.95	\$30.40	\$31.92	\$33.52	\$35.20	\$36.96
COMMUNICATIONS SUPER INTERMED	\$23.34	\$24.51	\$25.75	\$27.04	\$28.39	\$29.81	\$31.31	\$32.88	\$34.52	\$36.25
COMMUNICATIONS SUPERVISOR	\$22.66	\$23.80	\$24.99	\$26.25	\$27.56	\$28.95	\$30.40	\$31.92	\$33.52	\$35.20
JAIL COMMANDER	\$32.44	\$34.08	\$35.79	\$37.58	\$39.46	\$41.43	\$43.51	\$45.70	\$47.99	\$50.40
SH INV SGT/CODE COMPLIANCE SUP	\$32.44	\$34.08	\$35.79	\$37.58	\$39.46	\$41.43	\$43.51	\$45.70	\$47.99	\$50.40
SHERIFF ADMIN SERGEANT	\$30.17	\$31.66	\$33.26	\$34.93	\$36.68	\$38.53	\$40.46	\$42.49	\$44.62	\$46.85
SHERIFF FISCAL OFFICER 1	\$23.20	\$24.36	\$25.58	\$26.88	\$28.22	\$29.64	\$31.13	\$32.70	\$34.33	\$36.05
SHERIFF FISCAL OFFICER 2	\$27.39	\$28.76	\$30.21	\$31.73	\$33.32	\$34.99	\$36.76	\$38.58	\$40.52	\$42.55
SHERIFF PATROL COMMANDER	\$32.44	\$34.08	\$35.79	\$37.58	\$39.46	\$41.43	\$43.51	\$45.70	\$47.99	\$50.40
SHERIFFS DEP/TRAINING/POL ADV	\$33.23	\$34.90	\$36.64	\$38.49	\$40.43	\$42.45	\$44.57	\$46.81	\$49.15	\$51.62
SHERIFFS SPECIAL OPS SGT	\$30.17	\$31.66	\$33.26	\$34.93	\$36.68	\$38.53	\$40.46	\$42.49	\$44.62	\$46.85

County of Plumas
Pay Schedule

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UNDERSHERIFF

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
UNDERSHERIFF	\$34.21	\$35.93	\$37.73	\$39.62	\$41.61	\$43.70	\$45.89	\$48.19	\$50.60	\$53.13



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6263
Fax: (530) 283-0946

Greg Ellingson
Director of Information
Technology

DATE: June 6th, 2022
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF JUNE 14th, 2022 RE:
ENTERING INTO CONTRACT WITH CIVICPLUS FOR BOARD/COMMITTEE AGENDA AND MEETING
MANAGEMENT SOFTWARE**

It is recommended that the Board:

1. Approve Item 1 below.

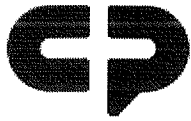
Item 1: Approval of payment for software maintenance/support as specified below.

Background and Discussion:

Information Technology budgets for and pays software maintenance annually for the Board of Supervisors and other committee/boards meeting minute creation and meeting streaming. To improve our agenda creation, meeting minute taking, and meeting streaming we have identified an improved software that integrates directly into our website for ease of use and better streaming. This software will make agenda submittal and creation for all boards and committees much easier. It will also improve citizen accessibility to the streaming of board/committee meetings as well as enhance meeting minute taking. This contract is for three years of service. In order to pay this contract, we ask to Board to approve payment with a signed service contract approved by County Counsel. Specifically, we ask the Board to approve the following payments.

Vendor	Description	Amount
CivicPlus	Agenda and meeting management software	\$45,305.00 (covers three years)

These funds have been budgeted as part of the 2021/2024 ARPA IT Budget.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-25249-1

Date:

5/6/2022 12:32 PM

Expires On:

7/31/2022

Product:

CivicClerk

Client:

Plumas County CA - CivicClerk

Bill To:

Plumas County CA - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gabby Bond	x	gabriel.bond@civicplus.com		Net 45

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
1.00	Live Meeting Manager Annual Fee	CivicClerk Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	Renewable
1.00	On-Demand Video CC - Machine Transcription Annual	On-Demand Video Closed Captioning – Machine Transcription. Invoiced monthly based on use; priced per minute.	Renewable
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to # of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
Total Investment - Year 1		USD 45,305.00	
Annual Recurring Services - Year 2		USD 14,826.00	

Total Days of Quote:1,096

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 1,096 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.
5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
6. The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.
7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.
8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client's use of the services in the intended course of business as Go Live. "Go-Live" is defined as the Client's use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

APPROVED AS TO CONTENT:

CivicPlus

By:

Kevin Goss, Board of Supervisors
Title: Chair
Date:

Name:

Title:

ATTEST:

Date:

Heidi White
Title: Board Clerk

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

County of Plumas

URL

www.plumascounty.us

Street Address

520 Main Street

Address 2**City**

Quincy

State

CA

Postal Code

95971

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).

Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Greg Ellingson (IT Director), (530)588-3637

Emergency Contact & Mobile Phone

Melodie Bennett (Project Manager), (530) 283-6147

Emergency Contact & Mobile Phone**Emergency Contact & Mobile Phone****Billing Contact**

Melodie Bennett

E-Mail

melodiebennett@countyofplumas.com

Phone

(530) 283-6147

Ext.**Fax****Billing Address**

520 Main Street, Room 211

Address 2**City**

Quincy

State

CA

Postal Code

95971

Tax ID #

94-6000528

Sales Tax Exempt #**Billing Terms****Account Rep****Info Required on Invoice (PO or Job #)**

Are you utilizing any external funding for your project (ex. FEMA, CARES):

Y [☒] or N [☐]

Please list all external sources: ARPA

Contract Contact

Kristina Rogers

Email

kristinarogers@countyofplumas.com

Phone

(530) 283-6240

Ext.**Fax**

(530) 283-6116

Project Contact

Melodie Bennett

Email

melodiebennett@countyofplumas.com

Phone

(530) 283-6147

Ext.**Fax**

n/a

ADDENDUM A TO MASTER SERVICES AGREEMENT

Addendum A to Master Services Agreement and any future supplements/schedules thereto, between Plumas County, as Client and CivicPlus LLC, as Vendor ("Agreement").

The words "you" and "your" refer to Client. 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. Notwithstanding the foregoing, in the event of termination due to non-funding, Client is still responsible for any invoices covering the work performed by Vendor prior to the notice of termination all such amounts owed shall become due immediately.
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. VENUE: 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."
5. INDEMNIFICATION-INTELLECTUAL PROPERTY: Vendor shall indemnify and hold Client, its agents and employees harmless from any third party claim, loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, except with respect to any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content provided by Client, provided Vendor is promptly notified in writing of any suit or claim against Client and provided further that Client permits Vendor to defend, compromise or settle the same and gives Vendor all available information, assistance and authority to enable Vendor to do so. Vendor's indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use.

By signing this Addendum, Client 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 Client. 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.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this addendum and to the extent of any conflict or inconsistency between the provision in the body of the Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have caused this addendum to be executed by their duly authorized representatives as of the dates below.

ADDENDUM APPROVED AS TO CONTENT:

Kevin Goss, Board of Supervisors Title: Chair

Date: _____

ATTEST: _____

Heidi White

Title: Board Clerk

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

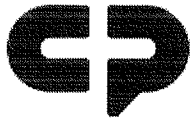
CivicPlus

By: _____

Name: _____

Title: _____

Date: _____

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-25249-1

Date:

5/6/2022 12:32 PM

Expires On:

7/31/2022

Product:

CivicClerk

Client:

Plumas County CA - CivicClerk

Bill To:

Plumas County CA - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gabby Bond	x	gabriel.bond@civicplus.com		Net 45

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
1.00	Live Meeting Manager Annual Fee	CivicClerk Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	Renewable
1.00	On-Demand Video CC - Machine Transcription Annual	On-Demand Video Closed Captioning – Machine Transcription. Invoiced monthly based on use; priced per minute.	Renewable
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to # of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
Total Investment - Year 1		USD 45,305.00	
Annual Recurring Services - Year 2		USD 14,826.00	

Total Days of Quote:1,096

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 1,096 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
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By:

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Title: Chair
Date:

Name:

Title:

ATTEST:

Date:

Heidi White
Title: Board Clerk

Contact Information

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Organization

County of Plumas

URL

www.plumascounty.us

Street Address

520 Main Street

Address 2**City**

Quincy

State

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Postal Code

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Emergency Contact & Mobile Phone

Melodie Bennett (Project Manager), (530) 283-6147

Emergency Contact & Mobile Phone**Emergency Contact & Mobile Phone****Billing Contact**

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melodiebennett@countyofplumas.com

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Y [☒] or N [☐]

Please list all external sources: ARPA

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Kristina Rogers

Email

kristinarogers@countyofplumas.com

Phone

(530) 283-6240

Ext.**Fax**

(530) 283-6116

Project Contact

Melodie Bennett

Email

melodiebennett@countyofplumas.com

Phone

(530) 283-6147

Ext.**Fax**

n/a

ADDENDUM A TO MASTER SERVICES AGREEMENT

Addendum A to Master Services Agreement and any future supplements/schedules thereto, between Plumas County, as Client and CivicPlus LLC, as Vendor ("Agreement").

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ADDENDUM APPROVED AS TO CONTENT:

Kevin Goss, Board of Supervisors Title: Chair


Date: _____

ATTEST: _____

Heidi White

Title: Board Clerk

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

CivicPlus

By: _____

Name: _____

Title: _____

Date: _____



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6263
Fax: (530) 283-0946

Greg Ellingson
Director of Information
Technology

DATE: June 6th, 2022
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF JUNE 14th, 2022 RE:
ENTERING INTO CONTRACT WITH MONSIDO INC. FOR ADA ACCESSIBILITY SOFTWARE.**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of payment for software maintenance/support as specified below.

Background and Discussion:

Information Technology budgets for and pays software maintenance annually for the Plumas County website – plumascounty.us. As technology advances and we get more traffic visiting our site, especially after major catastrophes such as fires, need for ADA compliance for the plumascounty.us website has become evident. This software not only helps remediate broken links on the website, but also and ensures accessibility for all users. This contract is for three years of service. In order to pay this contract we ask the Board to approve payment with a signed service contract approved by County Counsel. Specifically, we ask the Board to approve the following payments.

Vendor	Description	Amount
Monsido	Website accessibility, ADA compliance, broken links	\$14,310.00 (covers three years)

These funds have been budgeted as part of the 2021/2024 ARPA IT Budget.



Monsido Inc.
5880 Oberlin Drive
San Diego, CA 92121

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

Sales Order Form

Current Date: Mar 16, 2022

Expiration Date: May 6, 2022

Prepared by: Kyle Koch, kko@monsido.com

Customer Plumas County, CA
520 Main Street Room 309
Quincy, CA 95971

Term Start Date May 6, 2022
Invoicing Date May 6, 2022 *(Net 30)*
Renewal Date May 6, 2025

Primary Contact Melodie Bennett
melodiebennett@countyofplumas.com

Invoicing Contact Rhonda Isitt
rhondaisitt@countyofplumas.com

NAME

MO Platform - Legacy

PRICE

\$4,770.00

Web Scanning: 5,000 pages & documents

Features/Modules:

Quality Assurance, SEO, Heartbeat, Inventory, Prioritized Content, Policies, Domain Groups, User/Domain Access, CMS Integration, Statistics, Accessibility - WCAG A, AA, AAA, Accessibility - Training & Webinars, Compliance Shield™ - PageAssist™, Compliance Shield™ - PageCorrect™, In-App Chat, Unlimited Users, Unlimited Training and Support

Service Dates: 5/6/2022 - 5/6/2023 - Discount of 10% applied to \$5300 for Year 1 of Multi-Year (3-Year) Commitment.

Monsido Platform - Legacy

\$4,770.00

Web Scanning: 5,000 pages & documents

Features/Modules:

Quality Assurance, SEO, Heartbeat, Inventory, Prioritized Content, Policies, Domain Groups, User/Domain Access, CMS Integration, Statistics, Accessibility - WCAG A, AA, AAA, Accessibility - Training & Webinars, Compliance Shield™ - PageAssist™, Compliance Shield™ - PageCorrect™, In-App Chat, Unlimited Users, Unlimited Training and Support

Service Dates: 5/6/2023 - 5/6/2024 - Discount of 10% applied to \$5300 for Year 2 of Multi-Year (3-Year) Commitment.



Monsido Inc.
5880 Oberlin Drive
San Diego, CA 92121

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

Monsido Platform - Legacy

\$4,770.00

Web Scanning: 5,000 pages & documents

Features/Modules:

Quality Assurance, SEO, Heartbeat, Inventory, Prioritized Content, Policies, Domain Groups, User/Domain Access, CMS Integration, Statistics, Accessibility - WCAG A, AA, AAA, Accessibility - Training & Webinars, Compliance Shield™ - PageAssist™, Compliance Shield™ - PageCorrect™, In-App Chat, Unlimited Users, Unlimited Training and Support

Service Dates: 5/6/2024 - 5/6/2025 - Discount of 10% applied to \$5300 for Year 3 of Multi-Year (3-Year) Commitment.

Total

\$14,310.00

This SOFTWARE AS A SERVICE AGREEMENT ("the Agreement") is entered into and shall become effective on the earlier of either the date of signature or date of issuance of a purchase order referencing this Order Form and the terms and conditions herein (the "Effective Date"). This Agreement is entered into between Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, ("Service Provider"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms of Service and Data Protection and Privacy Policy Statement and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**PLUMAS COUNTY,
CA**

By:

Name,

Title:

Date:

TERMS OF SERVICE

BY EXECUTING AN ORDER FORM AND OTHERWISE USING THE MONDISO SERVICES, YOU HEREBY AGREE TO BE BOUND TO THE FOLLOWING TERMS OF SERVICE.

SECTION I: DEFINITIONS

As used herein, the following terms shall have the following definitions:

- a) References to "Customer" mean a registered User of the Services.
- b) References to "Customer Website" mean those publicly-available pages of Customer's Website.
- c) References to "Dispute" mean any claim, conflict, controversy, disagreement between the Parties arising out of, or related in any way to, these Terms (or any Terms, supplement or amendment contemplated by these Terms,) including, without limitation, any action in tort, contract or otherwise, at equity or at law, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, performance, termination, interpretation or enforcement of these Terms or any Terms contemplated by the Terms.
- d) References to "Effective Date" mean the date the Services are to start as set forth on the Order Form.
- e) References to "Material Breach" mean any breach of these Terms upon the occurrence of which a reasonable person in the position of the non-breaching Party would wish to immediately terminate these Terms because of that breach.
- f) References to an "Order Form" mean an Order Form signed by a Customer.
- g) References to the "Services" mean any and all services offered by Service Provider, including but not limited to those Web governance and Web page crawling services provided to Service Provider's Customers and any add-on services as set forth on the Order Form.
- h) References to the "Terms" and/or "Agreement," mean this, these Terms of Service as set forth herein.
- i) References to "Service Provider" and/or "Monsido," mean Monsido, Inc., and its subsidiaries, parents and affiliates.
- j) References to the "Web site" mean the Web sites bearing the URL <http://www.monsido.com> and app.monsido.com as well as any other Web site owned and/or operated by Service Provider related to the Services.

SECTION II: GENERAL PROVISIONS

2.1. About the Services. Service Provider provides an online tool suite and optional add-on services to scan the Customer's Web site once every seven (7) days, or more frequently, if requested and included in Customer's plan as set forth on the Order Form. Each scan shall produce a status report via email, which is thereafter accessible via the online dashboard available via the Web site. Via this same dashboard, Customer can also grant access to an unlimited number of permitted users within its own organization (each an "Authorized User,") to find and solve issues and make improvements related to Quality Assurance ("QA,") Search Engine Optimization ("SEO") and Web Governance. A current list of the Services provided via the tool suite can be found online at <http://monsido.com/features/> and is subject to change from time-to-time, without notice, and pursuant to Service Provider's sole and exclusive discretion. Notwithstanding the foregoing, in the event that such features are downgraded, Customer shall have the option to terminate this Agreement without penalty. In addition to the tool suite, Customer may purchase additional add-on tools, including but not limited to the PageAssist software widget and the PageCorrect feature.

2.2. Reliance on the Services; Assumption of the Risk. Customer acknowledges that the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer's own risk.

2.3. Restrictions and Responsibilities. In addition to the other restrictions on use set forth herein, Customer will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Service Provider or authorized within the Services); or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party. Further, Customer may not remove or export from the United States or any other authorized territory or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, the EU embargoed countries list set forth by the E.U. Common Foreign and Security Policy, or any other United States or European Union or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Service Provider's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.4. Restriction on Pages and Information Scanned. The Services are intended to be used to scan only Customer's public-facing web pages. For the avoidance of doubt, in no event shall Customer utilize the Services to scan private areas of Customer's Web sites, such as those areas that are password protected or contain private information about Customer and/or its users, employees, contractors, officers, directors, and/or other agents. In the event Customer so utilizes the Services in such a manner, Customer agrees and acknowledges that Monsido shall not be held liable for any damages arising from or related to the same, including but not limited to damages that may arise related to the failure to comply with data protection rules and regulations. Customer shall utilize the Software to scan only those URLs and domains belonging to Customer and/or for which Customer has a license to operate and manage the same. In no event shall the Software be used to scan URLs and domains outside of Customer's control or otherwise in bad faith.

2.5. System Updates. The Services will include all updates and new versions of the Software for no additional price increases through the duration of the Term. In the event Service Provider releases new services, products or modules, which were not a part of Customer's original service plan, Customer may elect to add such services, products or modules to its plan upon the payment of additional fees.

2.6. Technical Support. Service Provider will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm U.S. Pacific time, with the exclusion of U.S. Federal Holidays ("Support Hours.") Customer may initiate a helpdesk ticket during Support Hours by calling +1 858-281-2185 (United States Customer,) +44 20 3808 5496 (European Customer,) or +45 89 88 19 15 (Scandinavian Customer,) via email at info@monsido.com or via chat support available online at <https://monsido.com/services/help-center>. Customer may also send us a message at any time via our support ticket system on Customer's Account dashboards or via the form available at <http://monsido.com/contact/>. Service Provider will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. We further provide technical support and product training as well as help center support. For more information see <http://monsido.com/services/product-training/> and <http://monsido.com/services/help-center/>, respectively.

SECTION III: ACCOUNTS, USE OF THE SERVICES

3.1. Online Accounts. Customer shall be given the opportunity to register via an online registration form to create an account, (hereinafter Customer's "Account.") that will allow Customer and Customer's Authorized Users to receive information from Service Provider and/or to participate in certain features of the Services. Service Provider will use the information Customer provides in accordance with Service Provider's Data Protection and Privacy Policy Statement, attached hereto. Customer represents and warrants that all information Customer provides on the registration form is current, complete and accurate to the best of Customer's knowledge. Customer agrees to maintain and promptly update Customer's registration information so that it remains current, complete and accurate. During the registration process, Customer may be required to choose a password. Customer acknowledges and agrees that Service Provider may rely on this password to identify Customer. Customer is responsible for all use of Customer's Account as well as any action taken thereunder by an Authorized User, regardless of whether Customer authorized such access or use, and for ensuring that all use of Customer's Account complies fully with the provisions of these Terms of Service.

3.2. Multiple Accounts, Transfer Prohibited. Customer shall not have more than one (1) Account and shall not sell, trade or transfer that Account to any other person or entity.

3.3. Right to Monitor. Service Provider shall have the right to monitor Customer's Account in Service Provider's sole and exclusive discretion.

3.4. Customer Responsibilities. Customer shall ensure that any of Customer's Web sites are compatible with the Service Provider's tools. If Customer is using an AJAX application, the AJAX application must be designed to allow a crawler to access its content. Customer must use a current version of a major internet browser (e.g. Firefox, Chrome, Safari, Internet Explorer, Edge or some similar, well-known browser.) Regardless of the Web browser or coding language used, Customer shall ensure that the Service Provider's crawler is not blocked by any of the Customer's technology.

3.5. Data Confidentiality. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Service Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Service Provider to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance or development of the Services or as otherwise permitted herein or in the Service Provider's Data Protection and Privacy Policy Statement, attached hereto) or divulge to any third person any such Proprietary Information, unless required by law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Customer shall own all right, title and interest in and to the Customer Data. Service Provider shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, Customer feedback or technical support, except for any pre-existing intellectual property rights owned by Customer and (c) all intellectual property rights related to any of the foregoing. Nothing in this provision shall be read to require Customer to provide any feedback. Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Service Provider offerings. No rights or licenses are granted except as expressly set forth herein.

3.6. Service Levels. The Services shall be available Ninety-Nine Percent (99.0%) of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Service Provider's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Service Provider's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Service Provider will credit Customer Five Percent (5%) of the service fees for each period of sixty (60) or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Service Provider) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Service Provider in writing within three (3) business days from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of service fees in any one (1) calendar month in any event. Service Provider will only apply a credit to the month in which the incident occurred. Service Provider's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Service Provider to provide adequate service levels under this Agreement.

SECTION IV: FEES; TERMS OF PAYMENT; REFUNDS

4.1. Service Fee. Subject to the terms of the Order Form together with any trial offer set forth thereon, Customer must pay the service fee and any additional add-on service fee each year during the Term in advance. Payment of the first (1st) service fee shall be due and owing as set forth in Section 4.3 of this Agreement. Service Provider reserves the right to change the service fee, or any other applicable fees and charges and to institute new charges and service fees at the end of the Initial Term or then current renewal term, upon thirty (30) calendar days' prior notice to Customer (which may be sent by email).

4.2. Invoicing. All service fees as set forth herein shall be pre-paid, in full, on a monthly, annual or per-Term basis, (the "Billing Cycle.") as set forth on the Order Form, on the first (1st) day of the Billing Cycle, where the first (1st) day of the first (1st) Billing Cycle shall be the Effective Date set forth in the Software as a Service Agreement entered into by and between the parties. Payment shall be due and owing, in full, within thirty (30) calendar days of the Billing Date.

4.3. Form of Payment. Payment shall be made by Automated Clearing House ("ACH") or wire transfer, check, or recurring credit/debit card payment. A W9 form is available upon request.

4.4. Taxes. Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider as a result of Customer's payment of any and all fees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of these Terms shall be paid or withheld by Service Provider. To the extent such taxes apply to Customer, Customer is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Customer's subscription and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Order Form, all fees, rates, and estimates exclude sales taxes and/or any indirect taxes including, but not limited to, VAT/GST/JCT. If Monsido believes any such tax applies to Customer's subscription and Monsido has a duty to collect and remit such tax, the same may be set forth on an invoice to Customer unless Customer provides Monsido with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, and shall be paid by Customer immediately or as provided in such invoice. Customer shall indemnify, defend, and hold harmless Monsido and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Monsido to remit amounts collected for such purpose from Customer. Monsido is solely responsible for taxes based upon Monsido's net income, assets, payroll, property, and employees.

4.5. Suspension of Services. In the event a balance remains unpaid by Customer thirty-one (31) calendar days following the first (1st) day of the Billing Cycle for the Fees set forth above, Customer agrees and acknowledges that the Services shall be automatically suspended, without notice, until such payments are made, in arrears. Where permitted by law, unpaid amounts are subject to a finance charge of One-and-a-Half Percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.6. Refunds. Due to the electronic nature of the Services, in no event other than material breach of these Terms by Service Provider shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term. Customer's failure to

utilize the Services, or Service Provider's failure to meet any Service Level as set forth herein unless such failure is intentional or malicious.

SECTION V: TERM AND TERMINATION

5.1. Term and Termination; Renewals. These Terms are legally binding as of the Effective Date and shall continue for a term as set forth in the Order Form or until otherwise terminated as provided for herein. (the "Initial Term.") Following the Initial Term and unless otherwise terminated as provided for herein the Term shall automatically renew for successive terms, (each, a "Renewal Term,") with the Service Fees due under this Renewal Term shall be (i) the Service Provider's then-current Service Fees for the Services; or (ii) the Service Fee of the previous Term or Renewal Term plus three percent (3%); provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. Without limiting the right of a party to terminate these Terms, a party may terminate this Agreement for convenience upon prior written notice to the other party with no fewer than thirty (30) calendar days prior written notice. Further, without limiting the right of a party to immediately terminate these Terms for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non breaching party may terminate these Terms for cause as of a date specified in such notice. The Initial Term may be modified by agreement of the parties via the Order Form in which case the Term set forth on the Order Form shall control.

5.2. Payments upon Termination. In the event that Customer terminates use of the Services, except for in instances of Service Provider's material breach of these Terms, prior to the end of the Term, the remainder of the service fees and other fees shall immediately become due and owing and shall be paid in full no later than thirty (30) calendar days following Customer's notice of termination. In no event shall any fees paid be refunded, in whole or in part, for any reason or no reason whatsoever, where Customer terminates use of the Services prior the end of the Term, Customer failures to utilize the Services, or Service Provider fails to meet any Service Level as set forth herein unless such failure is intentionally or malicious. Notwithstanding the foregoing, in the event of termination by Service Provider without cause, Service Provider shall refund to Customer any pre-paid fees, pro-rata, from the date of termination.

SECTION VI: DISCLAIMERS; LIMITATIONS OF LIABILITY

6.1. DISCLAIMER OF WARRANTY. Service Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Service Provider or by third-party providers, or because of other causes beyond Service Provider's reasonable control, but Service Provider shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION. THE SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL.

6.2. LIMITATION OF LIABILITY. SUBJECT TO THE LAST SENTENCE OF SECTION 6.1 ABOVE, (A) CUSTOMER AGREES THAT USE OF THE SERVICES (INCLUDING ANY RELATED SOFTWARE PRODUCT PROVIDED BY SERVICE PROVIDER PURSUANT TO THESE TERMS OF SERVICE) IS AT CUSTOMER SOLE RISK. NEITHER SERVICE PROVIDER NOR SERVICE PROVIDER'S AFFILIATES NOR ANY RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED. (B) SUBJECT TO THE LAST SENTENCE OF SECTION 6.1, ANY DOWNLOADABLE SOFTWARE, PRODUCTS OR OTHER MATERIALS, WITHOUT LIMITATION, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AGAINST INFRINGEMENT, PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. (C) ALTHOUGH ALL INFORMATION AND MATERIALS PROVIDED VIA THE SERVICES ARE BELIEVED TO BE RELIABLE, SERVICE PROVIDER MAKES NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE SERVICES. (D) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER, SERVICE PROVIDER'S EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR MEMBERS, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT (EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE), INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES. (E) SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER'S CUSTOMER DATA INFORMATION EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE AS TO NON-CONFORMITY WITH INDUSTRY DATA PROTECTION STANDARDS. BY UTILIZING THE SERVICES CUSTOMER ACKNOWLEDGES AND AGREES TO SERVICE PROVIDER'S DISCLAIMER OF ANY SUCH LIABILITY. (F) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, SERVICE PROVIDER'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF SERVICE PROVIDER'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES CUSTOMER PAYS TO SERVICE PROVIDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) ONE THOUSAND U.S. DOLLARS AND NO/CENTS (\$1,000.00.) WHICHEVER IS GREATER. (G) FOR THE AVOIDANCE OF DOUBT, THE FORGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SHALL APPLY TO ANY AND ALL ADDITIONAL SOFTWARE PRODUCTS, TOOLS, OR WIDGETS ("OPTIONAL SOFTWARE PRODUCTS") BY PURCHASING THE SAME, CUSTOMER AGREES AND ACKNOWLEDGES THAT THE MISUSE OF SUCH OPTIONAL SOFTWARE PRODUCTS MAY POSE SIGNIFICANT RISK TO CUSTOMER AND CUSTOMER'S END-USERS, AND CUSTOMER HEREBY ACCEPTS FULL LIABILITY FOR THE SAME, SUBJECT TO THIS SECTION 6.2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN

CUSTOMERS. The above limitations shall survive these Terms and inure to the benefit of Service Provider and Service Provider's employees, subsidiaries, parents, agents, partners, third-party content providers, vendors and their respective directors, officers, and members.

SECTION VII: GOVERNING LAW; ARBITRATION

7.1. Governing Law. For governmental agencies: These Terms shall be governed and construed in accordance with the laws of your jurisdiction. For non-governmental customers: These Terms shall be governed and construed in accordance with the laws of the state of Florida without regard to its conflicts of law provisions. Customer agrees to submit to the personal jurisdiction of the courts located in Broward County, Florida, and any cause of action that relates to or arises from these Terms and/or the Services must be filed therein unless subject to the binding arbitration provisions of Section 7.2, infra.

7.2. Arbitration. Applicable only to non-governmental customers: The Parties agree that any dispute concerning, relating, or referring to these Terms and/or the Services shall be resolved exclusively by binding arbitration in accordance with the substantive laws of the state of Florida and shall be brought for arbitration in Broward County, Florida, pursuant to the rules of the American Arbitration Association. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Nothing herein prevents either Party from seeking any interim injunction it deems necessary in order to preserve the status quo prior to the resolution of any dispute, in any jurisdiction.

SECTION VIII: INTELLECTUAL PROPERTY

8.1. Ownership. All proprietary software, third party licensed software, software libraries, services, methodologies, techniques, algorithms, tools, materials, products, ideas, designs, and know-how used by Service Provider in providing the Services (including all reports and their copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) and deliverables (whether oral or written) are, and shall remain, the sole and exclusive property of Service Provider. Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from Service Provider to Customer.

8.2. Grant of License by Customer. Service Provider reserves the right to reference Customer on public customer lists and to use Customer's name and logo on the Service Provider's Web site for marketing purposes. Additionally, Service Provider may request the use of Customer's name and/or logo in press releases, advertising material and other promotional material. Any such intent for use of Customer marks will be presented to the Customer in advance.

8.3. Grant of License by Service Provider. In consideration of the payment of the service fee, subject to the terms and conditions hereof and for the duration of the Term, Service Provider grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the software and Services.

8.4. Restriction on Grant of License. Section 8.3, supra, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of Monsido. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only, and understands and agrees that any other use shall be considered fraud.

SECTION IX: THIRD-PARTY ADVERTISEMENTS, PROMOTIONS, AND LINKS

9.1. Use of Third-Party Tools, Services, and Products. We may provide you with access or refer you to Third-Party tools, services, and products over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to or refer you to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional Third-Party tools, services or products. Any use by you of optional tools, products, or services offered through the Services or otherwise referred to you by us is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools, services, and products are provided by the relevant Third-Party provider(s).

SECTION X: MISCELLANEOUS

10.1. Authority. Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its Terms.

10.2. Waiver. Any waiver of a right under these Terms of Service shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

10.3. Force Majeure. Service Provider shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond our control, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, pandemics, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). Service Provider shall use all reasonable efforts to notify Customer of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

10.4. Assignment. Service Provider shall have the right to assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any wholly-owned subsidiary, parent company, or affiliate after notifying Customer as provided for herein. Notwithstanding the foregoing, Service Provider shall not assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any other third party except for as referenced above without providing thirty (30) calendar days' written notice to Customer who shall have the option to terminate the Agreement at its option. In the event Customer divests all or any part of its businesses to a third party (whether direct or indirect or by sale, merger, consolidation, or otherwise) or reorganizes its businesses, Customer may assign or duplicate its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Customer and such third party. No terms added to any purchase order issued by the Customer shall have any force or effect unless expressly consented to, in signed writing, by an authorized representative of Service Provider. In the event Service Provider does so expressly consent to such PO terms, this Agreement shall control.

10.5. Rights of Third Parties. These Terms do not give any right to any Third Party unless explicitly stated herein.

10.6. Relationship of the Parties. The Parties are independent contractors under these Terms, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither Party has authority to enter into Terms of any kind in the name of the other Party.

10.7. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

10.8. Notices. Except as explicitly stated otherwise, any notices shall be given by postal mail to the address first set forth above, as amended from time-to-time.

10.9. Entire Agreement. This Agreement, together with the Order Form represents the complete and exclusive statement of the Agreement between the Parties as to the subject matter hereof. No other Agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the Parties concerning this Agreement.

DATA PROTECTION AND PRIVACY POLICY STATEMENT

Monsido operates monsideo.eu and app.monsideo.eu as well as provides a Web governance suite of software services to its customers. This Data Protection and Privacy Policy Statement informs you of our policies regarding the collection, use and disclosure of Personal Data in our role as a Data Controller (as defined by the rules and regulations of the GDPR. Monsido attaches great importance to ensuring that your personal data and crawled data are collected, used, stored and erased in accordance with the current applicable regulations as stipulated by local, state, national, federal, and other data protection legislation. Protecting your data is a matter of great importance to our company. If you have requests concerning your personal information or any questions please contact us info@monsideo.com.

If you have objections to the Data Protection and Privacy Policy Statement, you should immediately discontinue use of the Web site and our Services.

European Customers may find information regarding our role as a Data Processor (as defined by Article 28, sub-section 3 of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) in the Data Processing Agreement entered in to by and between the Customer and Monsido.

1. Definitions.

For purposes of this Privacy Policy references to "Customer" mean a registered User of the Services.

References to "Customer Web site" mean those publicly-available pages of Customer's Web site.

For purposes of this Privacy Policy references to "us," "we," "our," and/or "Monsido" mean Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, and its subsidiaries, parents, and affiliates.

References to the "Services" mean those Web governance and Web page crawling services provided to Service Provider's Customers.

References to the "Web site" mean the Web site bearing the URL www.monsideo.com and app.monsideo.com.

References to "you," and/or "User," mean the User of the Web site and/or the Services.

2. Agreement to be Bound. The following Data Protection and Privacy Policy Statement governs the collection and use of private information via the Web site and the Services. By accessing the Web site and/or registering for the use of our Services you represent that you have read and understand the Data Protection and Privacy Policy Statement and that you agree to be bound by thereby.

This Data Protection and Privacy Policy Statement may be additionally subject to our Terms of Service for those Users who have registered for our Services and may be additionally subject to our Cookie Policy and General Web site Terms and Conditions for Users of our Web site, which may be found online at <https://monsideo.com/cookie-policy/> and <https://monsideo.com/general-terms-and-conditions>, respectively.

3. Modifications and Changes to the Data Protection and Privacy Policy Statement. We may modify, add to, suspend or delete the Data Protection and Privacy Policy Statement, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being effective thirty (30) calendar days following their posting to the Web and emailing a notice to the registered Users of our Services. Your access of the Web site and/or use of our Services, after modification, addition or deletion of the Data Protection and Privacy Policy Statement shall be deemed to constitute acceptance by you of the modification, addition or deletion. The most recent version of our Data Protection and Privacy Policy Statement may be found online at <https://monsideo.com/data-protection-and-privacy-policy-statement>.

4. The Information We Collect. We collect both personally-identifiable information or personal data and non-personally-identifiable information from you. Often, you choose what information to provide to us, but, sometimes, we may require certain information for you to use and for us to provide the Services.

Registration & Account Set Up. In order to register you as a Customer and set up an account, we will collect personal data, which may include your full name; telephone number; tax identification information; address; and email address. You are not required to provide us with this information to sign up, but we will need it to provide certain services. For example, in order to provide a demo we would need your contact information. In order to sign you as a Customer, we would need your corporate details and invoicing information and the contact information for your account administrators.

In instances where a User creates an anonymous user profile via the Web site, a pseudonym is generated. In such an instance, specific Users are not tied to the account and no personal data is collected unless provided by User.

We do not collect any financial information, such as credit card numbers or billing information as all such data is processed by our data processors, currently Stripe and Quaderno, and may be subject to such third parties' own Privacy Policies, available at <https://stripe.com/privacy> and <https://quaderno.io/privacy/>, respectively.

Automated Information. Monsido automatically receives and records information from your browser or your mobile device when you visit the Site or use certain other Services, such as your IP address or unique device identifier, cookies and data about which pages you visit in order to allow us to operate and provide the Services. This information is stored in log files and is collected automatically. We may combine this information from your browser or your mobile device with other information that we or our partners collect about you, including across devices. This information is used to prevent fraud and to keep the Services secure, to analyze and understand how the Services work for members and visitors, and to provide advertising, including across your devices, and a more personalized experience for members and visitors.

We may also automatically collect device-specific information when you install, access, or use our Services. This information may include information such as the hardware model, operating system information, app version, app usage and debugging information, browser information, IP address, and device identifiers. For more information about these online tools and how we use them, see our Cookie Policy.

Location Information: We may collect information about your use of the Services for advertising, analytics, to serve content and to protect the Services, including your IP address, browser information (including referrers), device information (such as iOS IDFA, IDFV for limited non-advertising purposes, Android AAID, and, when enabled by you, location information provided by your device). We may obtain location information you provide in your profile or your IP address. We may use and store information about your location to provide features and to improve and customize the Services, for example, for Monsido's internal analytics and performance monitoring; localization, regional requirements, and policies for the Services; for local content, search results, and recommendations; for mapping services; and (using non-precise location information) marketing. Certain non-precise location services, such as for security and localized policies based on your IP address or submitted address, are critical for the site to function. We will only share your geo-location details with third parties (like our mapping, payments, or, to the extent applicable, advertising providers) in order to provide you with the Services.

Analytics Information: We use data analytics to ensure site functionality and improve the Services. We do not link the information we store within the analytics software to any personally identifiable information that you submit.

Scan Caches. For Customers we also collect and cache copies of all Customer Web site pages crawled by our software, which includes all publicly-available pages. We do not intentionally collect nor are any part of our Services to be used by Customer for the scanning of private pages of the Customer's intranet, where the same may contain personally-identifiable information related to employees, contractors, officers, directors, agents, customers and clients of Customer.

5. Use of Your Information and Your Preferences. We may use your personally-identifiable information to process transactions and process contracts; to provide customer service administration; to contact users via e-mail or telephone; to respond to inquiries, and/or other requests or questions; to send company news, updates and other related info via our mailing list; to facilitate registration for our Services; and to provide technical support.

We may use your non-personally identifiable information to create traffic statistics for our Web site; to create User statistics for our Services; to improve customer service; and to personalize your User experience.

Monsido gives you the choice of providing, editing or removing certain information, as well as choices about how we contact you. You may change or correct your Monsido account information through your account settings. You can also request the deletion of the personal information in your account.

Depending on your location, you may also have certain additional rights with respect to your information, such as: (i) data access and portability (including the right to obtain a copy of your personal data you provided to Monsido, via your settings); (ii) data correction (including the ability to update your personal data, in many cases via settings); (iii) data deletion (including the right to have Monsido delete your personal information, except information we are required to retain, by contacting us); and (iv) withdrawal of consent or objection to processing (including, in limited circumstances, the right to ask Monsido to stop processing your personal data, with some exceptions, by contacting us).

We use non-technically necessary cookies and similar technologies. A more detailed explanation of the technologies we use, and how to opt out when applicable, can be found in our Cookie Policy.

You may also control the receipt of certain types of communications from Monsido. Monsido may send you messages about the Services or your activity. Some of these messages are required, service-related messages for members (such as transactional messages or legal notices). Other messages are not required, such as newsletters. You can control which optional messages you choose to receive via the unsubscribe link in our emails.

If you no longer wish to use the Services or receive service-related messages (except for legally required notices), then you may close your account as set forth in the termination provision of your Terms of Service, or by contacting us at info@monsido.com.

6. Our Newsletter and How to Opt-Out. We operate an email newsletter program, used to inform subscribers about products and services supplied by us. Subscription to our newsletter is opt-in. Users can opt-out of receiving our newsletter at any time by following the unsubscribe link contained in the footer of any newsletter.

Email marketing campaigns published by us may contain tracking facilities within the actual email. Subscriber activity is tracked and stored in a database for future analysis and evaluation. Such tracked activity may include but shall not be limited to: the opening of emails, forwarding of emails, the clicking of links within the email content, times, dates and frequency of activity. This information is used to refine future email campaigns and supply the User with more relevant content based around their activity.

7. Do Not Track (DNT) Disclosure. Please note that while you may have the opportunity to opt-out of targeted advertising as discussed in the "How to Opt-Out" section above, and you may be able to control the use of cookies through your Web browser as described in the "Use of Cookies" section below, some Web browsers may also give you the ability to enable a "do not track" setting. This setting sends a special signal to the Web sites you encounter while Web browsing. This "do not track" signal is different from disabling certain forms of tracking by declining cookies in your browser settings, as browsers with the "do not track" setting enabled still have the ability to accept cookies. We do not respond to Web browser "do not track" signals at this time. If we do so in the future, we will describe how we do so in this Privacy Policy. For more information about "do not track," visit <http://www.allaboutdnt.org/>.

8. Disclosures of your Information. Your information may be used by us for the purposes provided for herein. We may pass your information on to third parties designated by you, our third-party service providers and affiliates, our successors and assigns, and our subsidiaries and parent companies, if applicable. Crawled data and statistics data are not shared with any third parties except as set forth herein. We may also disclose your data if necessary in the public interest or necessary to protect your vital interests, or those of other.

Note that we principally rely on consent (i) to send marketing messages, (ii) for third-party data sharing related to advertising, and, to the extent applicable, (iii) for the use of location data for advertising purposes.

Monsido also needs to engage third-party companies and individuals (such as payment processors, research companies, and analytics and security providers) to help us operate, provide, and market the Services. These third parties have only limited access to your information, may use your information only to perform these tasks on our behalf, and are obligated to Monsido not to disclose or use your information for other purposes. Our engagement of service providers is often necessary for us to provide the Services to you, particularly where such companies play important roles like processing payments and shipments and helping us keep our Service operating and secure. In some other cases, these service providers aren't strictly necessary for us to provide the Services, but help us make it better, like by helping us conduct research into how we could better serve our users. In these latter cases, we have a legitimate interest in working with service providers to make our Services better.

9. Legal Disclaimer. In addition to the forgoing disclosures contained in Section 7, we reserve the right to disclose your personally-identifiable information as required by law and when it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Services, General Web site Terms and Conditions, Cookies Policy and other policies, or as otherwise required by law.

10. Other Web Sites. Our Web site may contain links to other Web sites, which are outside our control and are not covered by this Data Protection and Privacy Policy Statement. If you access other Web sites using the links provided, the operators of these Web sites may collect information from you, which will be used by them in accordance with their privacy policies, which may differ from ours.

11. Cookies. To enhance your online experience, we may use "cookies" or similar technologies. Please see our Cookie Policy, available online at <https://monsido.com/cookie-policy/> regarding our use of cookies.

12. Access to and/or Modification of Your Information. If you access the Web site and/or Services and thereby provide personally-identifiable information, you may modify, update or delete such information by sending us an email at info@monsido.com. You should be aware, however, that it is not always possible to completely remove or modify information in our databases, including but not limited to for legal reasons; in such an event, your personally-identifiable information will be erased, if possible, once the legal storage term has expired. In addition, please be aware that your ability to opt out from receiving marketing and promotional materials does not change our right to contact you regarding your use of the Web site and/or the Services.

13. Privacy Protection for Children Using the Internet: notice to minors Protecting children's privacy is important to us. For that reason, we do not collect or maintain information of those persons we actually know are under the age of thirteen (13) nor is any part of the Web site or our Services targeted to attract anyone under the age of thirteen (13). We request that all users of the Web site and our Services who are under the age of thirteen (13) not disclose or provide any personally-identifiable information. If we discover that a child under thirteen (13) has provided us with personally-identifiable information, we will delete that child's personally-identifiable information from our records. You are responsible for any and all account activity conducted by a minor under your account.

In addition to protecting the privacy of children under age (13) we are committed to protect the privacy of minors. Though neither our Web site nor our Services is not targeted to minors nor is it intended to be used by minors, if, for any reason a minor has shared information via our Web site and/or Services said minor may request and obtain removal of such information by contacting us at info@monsido.com. Although we offer deletion capability, you should be aware that the removal of content may not ensure complete or comprehensive removal of that content or information provided.

14. Retention. Monsido will retain your information only for as long as is necessary for the purposes set out in this policy, for as long as your account is active (i.e., for the lifetime of your Monsido account), as described in this policy, or as needed to provide the Services to you. If you no longer want Monsido to use your information to provide the Services to you, you may close your account. Monsido will retain and use your information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your information to comply with applicable tax/revenue laws), resolve disputes, enforce our agreements, and as otherwise described in this policy. We also retain log files for internal analysis purposes. These log files are generally retained for a brief period of time, except in cases where they are used for site safety and security, to improve site functionality, or we are legally obligated to retain them for longer time periods.

15. Data Security. We take reasonable steps to maintain the security of the personally-identifiable information that we collect, including limiting access to your personally-identifiable information to those persons with your username and password; however, no data transmission over the Internet can be guaranteed to be completely secure. Thus, we cannot ensure or warrant the security of any information that you transmit to us, so you do so at your own risk. Please note that non-encrypted communication using email is not secure. Thus, we cannot guarantee data security in email communication and, therefore, recommend using physical mail for confidential information. Please note that though we may use TLS, HTTPS or similar data security features, such data security features may not be available on all portions of the Web site and the Services.

16. International Transfer. We operate globally so it is necessary to transfer your information internationally. In particular, your information will likely be transferred to and processed via servers located in Belgium. By using our Services, you understand that Monsido ApS may share some of the information it gathers with Monsido, Inc. (its US subsidiary company) or other Monsido affiliates for purposes described in this Privacy Policy.

The United States, European Economic Area ("EEA") Member States, and other countries all have different laws. When your information is moved from your home country to another country, the laws and rules that protect your personal information in the country to which your information is transferred may be different from those in the country in which you live. For example, the circumstances in which law enforcement can access personal information may vary from country to country. In particular, if your information is in the US, it may be accessed by government authorities in accordance with US law.

To the extent that Monsido is deemed to transfer personal information outside of the EEA, we rely separately, alternatively, and independently on the following legal bases to transfer your information:

Model Clauses. The European Commission has adopted standard contractual clauses (also known as Model Clauses), which provide safeguards for personal information that is transferred outside of Europe. We often use these Model Clauses when transferring personal information outside of Europe. You can request a copy of our Model Clauses by emailing info@monsido.com.

Privacy Shield. Monsido, Inc. does not participate in Privacy Shield at this time. However, Monsido ApS may rely on the EU-US Privacy Shield to transfer personal information to some of our third party service providers in the United States, where they are certified to receive such information under the Privacy Shield Program.

Necessary for the performance of the contract. Monsido provides a voluntary service; you can choose whether or not you want to use the Services. However, if you want to use the Services, you need to agree to our Terms of Service which set out the contract between Monsido and its Customers. As we operate in countries worldwide (including in the United States) and may use technical infrastructure in the United States to deliver the Services to you, in accordance with the contract between us, we need to transfer your personal information to the United States and to other jurisdictions as necessary to provide the Services. Simply put, we can't provide you with the Services and perform our contract with you without moving your personal information around the world.

17. Your Rights. You may benefit from a number of rights in relation to your information that we process. Some rights apply only in certain limited cases, depending on your location. If you would like to manage, change, limit, or delete your personal information, you can do so via your Monsido account settings or by contacting us. Upon request, Monsido will provide you with information about whether we hold any of your personal information. By visiting your account settings, you can access, correct, change, and delete certain personal information associated with your account. In certain cases where we process your information, you may also have a right to restrict or limit the ways in which we use your personal information. In certain circumstances, you also have the right to request the deletion of your personal information, and to obtain a copy of your personal information in an easily accessible format. If you need further assistance, you can contact Monsido through one of the channels listed below under "How to Contact Us." We will respond to your request Monsido a reasonable timeframe.

If we process your information based on our legitimate interests as explained above, or in the public interest, you can object to this processing in certain circumstances. In such cases, we will cease processing your information unless we have compelling legitimate grounds to continue processing or where it is needed for legal reasons. Where we use your data for direct marketing purposes, you can always object using the unsubscribe link in such communications or changing your account settings.

18. Withdrawing Consent. Where you have provided your consent, you have the right to withdraw your consent to our processing of your information and your use of the Services. For example, you can withdraw your consent to email marketing by using the unsubscribe link in such communications or by changing your account settings. You can choose to withdraw your consent to our processing of your information and your use of the Services at any time by closing your account and terminating your Terms of Use and then emailing info@monsido.com to request that your personal information be deleted, except for information that we are required to retain. This deletion is permanent and your account cannot be reinstated.

19. How to Contact Us. If you have any questions or concerns about our Data Protection and Privacy Policy Statement or its implementation you may contact us at info@monsido.com.

Or you may write to us at Monsido ApS, Borupvang 3, Ballerup. DK-2750, Denmark.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, you may:

Without prejudice to any other rights you may have, if you are located outside of North America or South America, you also have the right to file a complaint against Monsido with the Danish Data Protection Commissioner ("DPC"), which is Monsido's Lead Supervisory Authority. The DPC's contact details are:

Office of the Data Protection Commissioner, Datatilsynet, Borgergade 29, 5, DK-1300 Copenhagen K.

Email: dt@datatilsynet.dk. Digital post: www.borger.dk

If you live in the EEA, you may also file a complaint with your local data protection regulator.

20. Updates & Effective Date. The effective date of this Privacy Policy is May 25th, 2018. From time-to-time, we may update this Data Protection and Privacy Policy Statement. We will notify you about material changes in the way we treat personally-identifiable information by posting a notice of said changes online to the Web site and by notifying registered Users of our Services via email. We encourage you to periodically check back and review this statement so that you always will know what information we collect, how we use it, and with whom we share it.

Special Notice to California Residents

This *Privacy Notice for California Residents* supplements the information contained in our privacy policy above and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

Our Website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, our website has collected the following categories of personal information from its consumers within the last twelve (12) months:

Category A: Identifiers

Examples: A real name, Internet Protocol address, email address, or other similar identifiers.

Collected: YES

Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

Examples: A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

Collected: YES

Category C: Protected classification characteristics under California or federal law.

Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Collected: NO

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from forms you complete on our Web site.
- Indirectly from you. For example, from observing your actions on our Web site or interactions with our advertisers.

Use of Personal Information

We may use, or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. If you provide your personal information to purchase a product or Service, we will use that information to process your payment and facilitate delivery.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

For a list of whom we share your personal information, please see this Privacy Policy, *Sharing Information with Third Parties*.

Disclosures of Personal Information for a Business Purpose

In the preceding twelve (12) months, Monsido has disclosed personal information for a business purpose to the extent necessary to provide customer support and back-end development of our services.

Sales of Personal Information

In the preceding twelve (12) months, Monsido had not sold personal information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by sending us a message on our website. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a twelve- (12)-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the twelve- (12-) month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance, specifically by electronic mail communication.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Personal Information Sales Opt-Out and Opt-In Rights

If you are sixteen (16) years of age or older, you have the right to direct us to not sell your personal information at any time (the "right to opt-out"). We do not sell the personal information of consumers we actually know are less than sixteen (16) years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is between thirteen (13) and sixteen (16) years of age, or the parent or guardian of a consumer less than thirteen (13) years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting the following our webpage and sending us a message.

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by visiting our website and sending us a message. We will only use personal information provided in an opt-out request to review and comply with the request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send us an electronic message through our website or write us at our address listed on our webpage.

To make any such a requests, please contact us through one of the channels listed in this notice.

ADDENDUM A

Addendum A to Agreement # ____ and any future supplements/schedules thereto, between Plumas County, as Customer and Monsido, 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."

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.

VENDOR:

By: Paul E. Cusack

Name: Ray Carey

Title: President

Date signed: **June 6th, 2022**

By: As / As

Name: Robert Sydnor

Title: Secretary

Date signed: **June 6th, 2022**

APPROVED AS TO CONTENT:

Kevin Goss, Board of Supervisors

Title: Chair

Date:

ATTEST:

Heidi White

Heidi White

Title: Board Clerk

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

~~Joshua Brechtel~~

Deputy County Counsel I

PLUMAS COUNTY LIBRARY

Item 2I

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



Lindsay Fuchs
County Librarian

DATE: June 6, 2022

TO: Honorable Board of Supervisors

FROM: Lindsay Fuchs, Plumas County Librarian

RE: Adopt RESOLUTION authorizing the County Librarian to file and execute an agreement funded by the Library grant agreement number LATL21-50 to implement the Plumas County Library Program.

Recommendation:

Adopt RESOLUTION authorizing the County Librarian to file and execute an agreement funded by the Library grant agreement number LATL21-50 to implement the Plumas County Library Program.

Background:

Lunch at the Library is a CA State Library grant program to help provide free summer meals to children and teens while school is out of session. The grant includes providing Pop-up Libraries, which are on-site and to-go programming at community-based meal sites like parks and schools that serve the meals directly. With this grant, the Library is able to visit each community site at least twice during the 2022 summer to provide activities, books, and STEAM-related programming to Plumas County youth while they pick up necessary summer meals.

Fiscal Impact:

Plumas County Library was awarded \$4,000.00 from the State Library to provide Pop-up Libraries at community meal sites. Funding is used under the 21/22FY and 22/23FY budgets for staff wages, staff travel, books, DYI activity projects, and other materials and is accounted for when creating the Library budget for both fiscal years.

RESOLUTION NO. 22-_____

**AUTHORIZING THE COUNTY LIBRARIAN TO EXECUTE AN AGREEMENT FUNDED
BY THE LIBRARY GRANT AGREEMENT NUMBER LATL21-50 TO IMPLEMENT THE
PLUMAS COUNTY LIBRARY PROGRAM**

WHEREAS, the Library Development Services Bureau of the State Library administers state and federal funds in the form of awards; and

WHEREAS, the Plumas County Library has been awarded \$4,000.00 from the State Library for projects under the Summer 2022 Lunch at the Library program funded by the California State Library; and

WHEREAS, this award will make it possible for the Plumas County Library to offer free summer meals and programming at library sites take pop-up libraries to other community-based meal sites, provides free books to help children build home libraries and creates volunteer opportunities for teens; and

WHEREAS, the terms of the award require a resolution from the local governing body authorizing execution of this agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Plumas County Board of Supervisors does hereby authorize the County Librarian, to file and execute an agreement funded by the LATL21-50 in the amount of \$4,000 for the term May 12 2022 through September 30 2022 and receive and distribute funds provided by the grant program.

That County Librarian is authorized to execute and file any and all certifications, amendments and assurances, required by the State relating to grant LATL21-50, subject to Plumas County Counsel review.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board Meeting held on the 14th day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel I



Keevin Allred
Chief Probation Officer


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



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

DATE: June 1, 2022

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer 

SUBJECT: Request to approve and authorize Chair to sign contract between the Probation Department and Dr. Alfredo M. Amezaga Jr.

Recommendation

Approve and authorize Chair Goss to sign the contract between the Probation Department and Dr. Alfredo M. Amezaga Jr. for juvenile psychological evaluations. The full term of the contract is from January 1, 2022 to December 31, 2022 and includes ratification language. Amount is not to exceed \$14,000.

Background and Discussion

The Probation Department has contracted with Dr. Amezaga in the past to perform juvenile psychological evaluations when requested to do so by the Chief Probation Officer and/or Juvenile Court. It is mandated by the State of California that we have a contract in place with a juvenile psychologist to perform such evaluations.

Therefore, we respectfully request the Board of Supervisors to approve and authorize Chairman Goss to sign the contract.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PROBATION DEPARTMENT** (hereinafter referred to as "County"), and Dr. Alfredo M. Amezcaga Jr., an individual (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 Fourteen Thousand Dollars (\$14,000).
3. Term. The term of this agreement shall be from January 1, 2022 through December 31, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Plumas Rural Services from January 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 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

CONTRACTOR INITIALS



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



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

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

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

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



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

_____ COUNTY INITIALS

CONTRACTOR INITIALS



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

County:

Probation Department
County of Plumas
270 County Hospital Rd., Ste. 128
Quincy, CA 95971
Attention: Chief Probation Officer, Keevin Allred

Contractor:

Alfredo M. Amezaga, Jr. Ph.D.
PO Box 19160
Reno, NV 89511-0925
800.401.5593 (V&F)

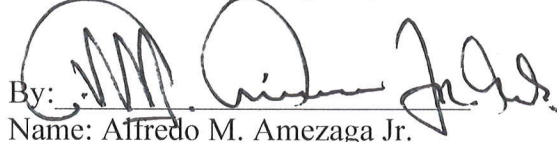
22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing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



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

CONTRACTOR:

Dr. Alfredo M. Amezaga Jr., an individual

By: 


Name: Alfredo M. Amezaga Jr.

Title: Clinical Psychologist

Date signed:

COUNTY:

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

By:  6.1.22

Name: Keevin Allred

Title: Chief Probation Officer

Date signed:

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:


By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

5/11/2022



EXHIBIT A

Scope of Work

1. When requested to do so by the Chief Probation Officer, Superior Court, or Juvenile Court, CONTRACTOR shall independently conduct a psychological evaluation and prepare a written report of their findings. It is the intent of the parties that the reports shall be delivered to the Court via the Probation Department within five (5) calendar days of interviewing the Subject.

- a. The CONTRACTOR shall usually include, but not be limited to, a review of the legal file, interviews with the parties involved, including probation personnel and obtain information from collateral sources (i.e. schools, probation, counselors, etc.).
- b. All evaluations prepared by the CONTRACTOR shall include summaries of interviews and file reviews, the name and description of test instruments administered and results of those tests, and a recommendation for a treatment plan, including placement, custody, further counseling, supervision levels, etc., while under the jurisdiction of the Court.
- c. The referring agency shall complete a referral form for each case and send it to the CONTRACTOR by the day of the testing, along with other relevant information to be reviewed.

2. CONTRACTOR will provide:

- a. A dedicated telephone line for direct referrals and all services and supplies related to the preparation of evaluations.
- b. Documentation (invoices) concerning payments from the Probation Department, to facilitate reimbursement from clients, MediCal, etc.

3. It is the intent of the parties to create an independent contractor relationship. CONTRACTOR acknowledges and agrees that neither the Probation Department nor the Court will be responsible for the withholding or payment of federal or state income taxes, Social Security, Workers Compensation coverage, unemployment insurance, nor disability insurance. It is understood that CONTRACTOR works as an independent contractor and does not hereby become an employee of the county or the court.



EXHIBIT B

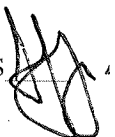
Fee Schedule

Compensation shall be as follows:

- a. Psychological evaluations: CONTRACTOR will be paid \$ 1,500.00 at a maximum for each full psychological evaluation.
- b. Court testimony: CONTRACTOR will be paid \$150.00 per hour for testimony time.
- c. Travel and waiting: CONTRACTOR will be paid \$0.00 per hour for travel and waiting time.
- d. For any services other than full psychological evaluations, such as reviews, interviews or brief evaluations, CONTRACTOR will be paid at the rate of \$150.00 per hour.
- e. Invoices shall contain details of the services rendered. County shall pay Contractor for said services within thirty (30) days of receipt of invoice.
- f. Any auxiliary compensation (special training, travel, cost of meals, unusual expenses encountered during evaluation, etc.), must have prior approval of the Chief Probation Officer.

_____ COUNTY INITIALS

CONTRACTOR INITIALS



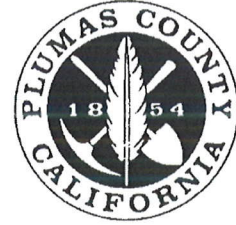


Keevin Allred
Chief Probation Officer

County of Plumas

Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



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

DATE: May 26, 2022

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer 

SUBJECT: Approval of the contract between Plumas County Probation Department and Track Group, Incorporated.

Recommendation

Approve and authorize the Chair to sign the contract with Track Group, Incorporated for full continuum of GPS monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders.

Background and Discussion

Due to County policy and changing technology, the Plumas County Probation Department issued a Request for Proposals (RFP) on May 18, 2020. Track Group Incorporated has accepted Plumas County's Probation RFP award and will extend support, resources, collaborative relationships, monitoring products, including GPS, InTouch Smartphone application, the Domestic Violence EMPOWER application and Socrates 360 application. Contracted amount for FY22-23 shall not exceed \$25,000 during the term of July 1, 2022 to June 30, 2023.

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

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and Track Group, Incorporated a Delaware Corporation, which will do business in California as Track Group, Incorporated, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty- Five Thousand Dollars (\$25,000).
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 Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS DC
PP

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

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

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

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

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

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

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

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

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

County:

Plumas County Probation
County of Plumas
270 County Hospital Road, Ste. 128
Quincy, CA 95971
Attention: Chief Probation Officer Keevin Allred
Telephone: (530) 283-6200

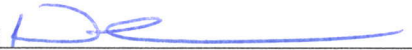
Contractor:


Track Group, Inc.
Attn: Derek Cassell
200 E. 5th Avenue, Suite 100
Naperville, IL 60563
Telephone: (847) 867-8824

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

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

CONTRACTOR:

By: 
Name: Derek Cassell
Title: Chief Executive Officer
Date signed: 5/17/2022

By: 
Name: Peter Poli
Title: Chief Financial Officer
Date signed: 5/17/2022

COUNTY:

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

By:  5.26.22
Name: Keevin Allred
Title: Chief Probation Officer
Date signed:

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

ATTEST:

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

Approved as to form:

 5/12/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

Track Group, Inc. can provide a full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders. For the Plumas County Probation Department, Track Group, Incorporated will extend support, resources, and collaborative relationships with other nearby counties by providing monitoring products, including GPS and customer support, InTouch Smartphone application, the Socrates 360 application and Domestic Violence EMPOWER application.

EXHIBIT B

Fee Schedule

- Socrates 360 = \$1.25/day/active client (volume 1 – 100); \$1.00/day/active client (volume 101 – 200); \$.90/day/active client (volume 201-400); \$.80/day/active client (volume 401-750); \$.70/day/active client (volume 751-1250); \$.60/day/active client (volume 1251-2000); \$.50/day/active client (volume 2001+)
- ReliAlert Premium 1 Min = \$4.00/day/active client (includes 30% free shelf stock allowance; \$1.00/day/device above the 30% for an idle rate*)
- ReliAlert Standard 1 Min = \$3.05/day/active client (includes 30% free shelf stock allowance; \$1.00/day/device above the 30% for an idle rate*)
- ReliAlert Passive = \$2.90/day/active client (includes 30% free shelf stock allowance; \$1.00/day/device above the 30% for an idle rate*)
- EMPOWER DV App = \$2.00/day/active client
- InTouch App = \$1.50/day/active client

Equipment & Consumable Schedule

ReliAlert Cuffs	\$45.00	Shadow AC Adapter	\$6.00
ReliAlert Strap	\$10.00	Shadow Cable	\$3.00
Power Cord/Break Away	\$0	Shadow Locking Pins	\$0.25
Break Away Cable	\$0	Shadow Strap	\$6.00
Tamper Caps	\$0	BACtrack	\$130.00
Measuring Tool	\$1.00	BACtrack Mouthpiece	\$5.00
Torque Driver	\$33.00	Shadow Strap Cutting Tool	\$35.00
Torque Driver Adapter	\$9.65	BACtrack Cell Phone	\$100.00
Driver Bit	\$10.00	BACtrack Power Adapter	\$5.00
ReliAlert Device	\$975.00		
Device Shell	\$100.00		
Beacon	\$105.00		
Shadow Device	\$600.00		

***Idle Rate:** An idle rate, of \$1.00 per unit/per day, will be charged on devices over the allowed 1 unit minimum or 30% on idle active devices, whichever is greater.

Allowances: Allowances are provided at the discretion of CONTRACTOR.



AGENDA REQUEST

For the June 14, 2022 meeting of the Plumas County Board of Supervisors

June 6, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and direct the Chair to sign a contract with the County of Santa Cruz to administer the County Based Medi-Cal Administrative Activities (CMAA) program in the amount of \$71,500.00.

Background:

Plumas County Public Health Agency has participated in the Medi-Cal Administrative Activities (MAA) Program for the past several years. 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.

Per Section 14132.44(n) of the Welfare and Institutions Code (WIC), as a condition of participation in the MAC/MAA and TCM Federal Claiming programs, each local government agency shall pay an annual participation fee through a mechanism agreed to by the state and local government agencies. In California, this participation occurs through a signed agreement with Plumas County, which in turn has a contract with the State DHS that authorizes Plumas County, as host county, to process and pay State invoices for administrative costs incurred and audit activities necessary to ensure compliance with Federal Guidelines.

The goal of the Medi-Cal Administrative Activities Program is to ensure that local assistance is provided to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Medi-Cal Program

This contract runs from July 1, 2022, through June 30, 2024.

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

Agenda Request

For the June 14, 2022 meeting of the Plumas County Board of Supervisors

Subject: Approve and direct the Chair to sign a contract with the County of Santa Cruz to administer the County Based Medi-Cal Administrative Activities (CMAA) program in the amount of \$71,500.00.

June 6, 2022

Page 2

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 County of Santa Cruz in the amount of \$71,500.00.

**COUNTY-BASED MEDI-CAL
ADMINISTRATIVE ACTIVITIES (CMAA)
/TARGETED CASE MANAGEMENT (TCM) AGREEMENT
Between the
COUNTY OF SANTA CRUZ
and
COUNTY OF PLUMAS**

THIS AGREEMENT is made and entered into by and between, COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LOA)" and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

WHEREAS, LOA desires to promote access to health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

WHEREAS, LOA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

WHEREAS, HOST ENTITY was selected by CMAA/TCM LOA Consortium ("Consortium") to collect and disburse LOA participation fees; and

WHEREAS, the Santa Cruz County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LOA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. HOST ENTITY, Responsibilities:

- 1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM Program(s).
- 1.2. HOST ENTITY is the "Host Entity" solely for the purpose of collecting and disbursing funds for the Consortium trust fund ("Trust Fund"), as described in the Consortium bylaws and terms of this AGREEMENT.

1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.

1.4. HOST ENTITY will receive a total annual compensation in the amount of Seventy-One Thousand, Five Hundred dollars (\$71,500) for the performance of its HOST ENTITY services under Sections 1.1 thru 1.3 of these contracts paid from the Trust Fund.

2. LGA Responsibilities:

2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).

3. Disclaimers:

3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.

3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all its costs related to its participation in the CMAA and/or TCM Program(s).

3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

4. Insurance and Indemnification:

4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

5.1. LGA may give written notice of its intent to terminate this AGREEMENT, and accordingly, relinquish its membership and rights to participate in the Consortium, at any time.

5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement for the period of the contract.

5.3. Participation fees shall be calculated and payable to the Host Entity for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2022 through June 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are integral parts of this agreement and are deemed incorporated by reference herein.

Exhibits:

Exhibit A - Scope of Work- Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management

Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

"HOST ENTITY"

Duly Authorized

"LGA"

Duly Authorized

COUNTY OF SANTACRUZ

By: _____

Monica Morales, Director
Health Services Agency 1080
Emeline Ave
Santa Cruz, California 95060

APPROVED AS TO FORM:

By: _____

County Counsel

APPROVED AS TO INSURANCE:

By: _____

COUNTY OF PLUMAS

By: _____

Dana Loomis, Director
Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971

Approved as to form:

Joshua Brechtel
Deputy County Counsel I

4/18/2022

By: _____

Clerk, Plumas County Board of Supervisors

By: _____

Chair, Plumas County Board of Supervision

CMAATCM_FY22-25«LGA»

PAGE 4 OF 7
23R0238

“HOST ENTITY”

Duly Authorized

COUNTY OF SANTA CRUZ

DocuSigned by:
By Jessica Randolph
A2B41FF65D5549A...
Monica Morales, Director
Health Services Agency
1800 Green Hills Road, Suite 240
Scotts Valley, California 95066

“LGA”

Duly Authorized

County of Plumas

By Dana Loomis
Dana Loomis, Director
Public Health Agency
270 County Hospital Road, Suite 206
Quincy California 95971

Approved as to Form:

By John Nguyen 4/8/2022
13427C3A75E8491...
Office of the County Counsel Date

Approved as to Insurances:

By Enrique Salazar 4/10/2022
F88BB4ED1E11445...
Risk Management Date

DEFINITIONS

1. Local Government Agency (LGA) - A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.
2. CMAA/TCM LGA Consortium ("Consortium") - A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.
3. Participation Fee ("Participation Fee")- Payment to the Consortium for the consortium's CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).
4. Executive Committee (EC) - A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.
5. Consortium Trust Fund ("Trust Fund") - Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
6. Membership - All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.
7. HOST ENTITY - The LGA designated by all LGAs participating in the *CMAA/TCM* programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.
8. Termination - To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments. All fees are due and payable during this time.

**EXHIBIT A: Scope of Work- Agreement Concerning County-Based Medi-Cal
Administrative Activities/ Targeted Case Management**

HOST ENTITY shall:

1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("ParticipationFee") invoice to the LGA pursuant to Exhibit B.
2. Maintain an intern t-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trustfund.
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget.
9. Pay all expenses incurred as HOST ENTITY, including costs related to coordinating the Annual Medical Administrative Activities (MAA) Conference hosted by the Consortium.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.
3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

EXHIBIT B: Payment and Fee Structure

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time \$500 fee to initially join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium ("Consortium"). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.
2. Annual Participation Fee:
 - a. The LGA shall be assessed an annual participation fee calculated as the LGA's proportionate share of the LGA Consortium's approved current fiscal year budget.
 - b. The LGA's proportionate share percentage shall be calculated as the actual MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM revenue received from DHCS by all LGAs for that same period.
 - c. The LGA's proportionate share of the LGA Consortium's approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium's total -budgeted expenditures for the MAA and TCM programs for the current fiscal year.
 - d. The annual participation fees shall be calculated by September 30th of the fiscal year.

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



CONSENT AGENDA REQUEST

For the June 14, 2022 meeting of the Plumas County Board of Supervisors

Date: May 31, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: **Authorize Execution of Amendment No. 3-A to Professional Services Agreement for “On-call Environmental/CEQA & NEPA Services for Preparation and Performance of a Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog Survey Training Program”, in the amount of \$4,812.75, to facilitate implementation of a County-wide Routine Maintenance Agreement with the Department of Fish & Wildlife**

Project Background:

The Plumas County Department of Public Works (County) is required to perform regular routine maintenance of storm drainage facilities and water crossings at approximately 168 locations throughout the County, generally within or adjacent to County roads. Many of the drainages are classified as streams by the California Department of Fish and Wildlife (CDFW). As such, CDFW requires a Lake and Streambed Alteration Agreement (LSAA) before allowing maintenance activities to commence.

Many of the County’s stormwater drainage facilities are adjacent to streams that are suitable habitat for the Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog. CDFW requires a survey to determine the absence or presence of these species in order to avoid a “take” of species identified under the Federal Endangered Species Act and California Endangered Species Act, prior to the issuance of a LSAA. Public Works staff is seeking authorization to perform these surveys so that maintenance activities can be performed more expeditiously.

Amendment No. 3-A authorizes Stantec Consulting Services, Inc., who is presently under contract with the County for on-call environmental and CEQA/NEPA services, to perform the training in support of this training program for a total cost of \$4,812.75.

The attached Amendment No. 3-A to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

Recommendation by Public Works:

The Director of Public Works respectfully requests that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the Amendment No. 3-A to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc. for On-call Environmental/CEQA & NEPA Services for Preparation and Performance of a Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog Survey Training Program to facilitate implementation of a County-wide Routine Maintenance Agreement with the Department of Fish & Wildlife in the amount of \$4,812.75.

Attachment: Amendment No. 3-A to the Professional Services Agreement between the County of Plumas and Stantec Services, Inc.

AMENDMENT NO. 3-A
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Environmental/CEQA & NEPA Services
For CEQA Documentation for Lake and Streambed Alteration Agreement
For
Preparation and Performance of a Sierra Nevada Yellow-legged Frog and
Foothill Yellow-legged Frog Survey Training Program

The September 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Stantec Consulting Services, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 19-002, is hereby amended as follows:

Project Background

The Plumas County Public Works Department (County) is required to perform regular routine maintenance of storm drainage facilities and water crossings at approximately 168 locations throughout the County, generally within or adjacent to County roads. Many of the drainages are classified as streams by the California Department of Fish and Wildlife (CDFW). As such, CDFW may require a Lake and Streambed Alteration Agreement (LSAA) before allowing maintenance activities to commence.

Many of the County's storm drainage facilities are adjacent to streams that are suitable habitat for the Sierra Nevada Yellow-legged Frog and Foothill Yellow-legged Frog. CDFW requires a survey to determine the absence or presence of these species in order to avoid a "take" of species identified under the Federal Endangered Species Act and California Endangered Species Act, prior to the issuance of a LSAA. Public Works staff is seeking to become authorized to perform these surveys so that maintenance activities can be performed more expeditiously.

Since the execution of Amendment No. 3, additional training is necessary in order to become certified to perform certain biological surveys and to avoid the need for an environmental consultant to perform an evaluation of the maintenance site prior to commencement of the maintenance activity.

Scope of Work

The Scope of Work shall include Task 1 as set forth in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Four Thousand Eight Hundred Twelve Dollars and Seventy-Five Cents (\$4,812.75).

_____ Consultants Initials

_____ County Initials

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule.

The Consultant shall complete the project as specifically set forth in the Project Schedule, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

Other Contract Provisions.

All other contract provisions set forth in the September 19, 2018 Professional Services Agreement first referenced above remain unchanged.

*** Signatures on next page ***

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3-A to be executed by and through their respective authorized officers, as of the date first above written.

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

CONTRACTOR:

Stantec Consulting Services Inc.

By: _____
Name: Wirt Lanning
Title: Principal
Date signed: _____

By: _____
Name: Mark Wuestehube
Title: Principal
Date signed: _____

COUNTY:

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

By: _____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:

Taxpayer ID Number – 11-2167170



Joshua Brechtel
Deputy County Counsel I

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Project Schedule

Exhibit A

Scope of Work: Prepared April 22, 2022

The Plumas County Department of Public Works (County), under an existing on-call agreement with Stantec Consulting Services Inc. (Stantec), is requesting a survey training event for conducting pre-maintenance activity inspections for nesting birds and roosting bats, and visual encounter surveys (VES) for Sierra Nevada yellow-legged frog and foothill yellow-legged frog, and other species to facilitate compliance with a Lake and Streambed Alteration Routine Maintenance Agreement from California Department of Fish and Wildlife (CDFW).

Assumptions

The following scope of work, cost estimate, and completion schedule are based on the following assumptions:

1. The program will be designed to avoid "take" of listed species as defined under Federal Endangered Species Act and California Endangered Species Act. Survey methods requiring handling of wildlife including birds, bats, and adult frogs or other amphibian life stages (e.g., tadpoles) will not be included in the program.
2. The program will comply with the provisions of the federal Migratory Bird Treaty Act (MBTA) and California Fish and Game Code 3513.
3. The program will include one classroom session and field outing with County staff. The field outing will include visiting one historical or currently occupied Sierra Nevada yellow-legged frog or foothill yellow-legged frog site and one site proposed for routine maintenance identified in the *County-Wide Routine Maintenance Program Plumas County, California - Desktop-Level Biological Resources Screening* (North State Resources, Inc. 2017).

Task 1: Conduct Survey Training Session

Up to two (2) Stantec technical staff will conduct training for County staff. The training will include a classroom session and field visit to a historical or currently occupied Sierra Nevada yellow-legged frog or foothill yellow-legged frog site. Time permitting, the field effort will also include visiting a site proposed for routine maintenance identified in the *County-Wide Routine Maintenance Program Plumas County, California – Desktop-Level Biological Resources Screening* (North State Resources, Inc. 2017). The classroom training will be conducted at the County's conference room (County will provide projector) and the location of the field visit(s) will be determined in coordination with the County. The training (classroom and field) is anticipated to take one (1) eight- (8) hour day to complete



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

Survey Training Program for Sensitive Biological Resources – Channel Maintenance Project Activities
April 22, 2022

Exhibit B
Fee Schedule

The estimated cost for the Scope of Work, as outlined in Exhibit A, shall be completed on a time-and-materials basis, and shall not exceed Four Thousand Eight Hundred Twelve Dollars and Seventy-Five Cents (\$4,812.75). A line item cost breakdown showing labor hours, hourly rates, and expenses is provided in the attached cost spreadsheet.

Task	Cost
Task 1: Conduct Survey Training Session	\$4,812.75

Exhibit C
Project Schedule

It is anticipated that the training will be conducted in May or June 2022. Stantec will coordinate to with the County to schedule the training date.





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

CONSENT AGENDA REQUEST

For the June 14th, 2022 meeting of the Plumas County Board of Supervisors

Date: June 6th, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink, appearing to read "John Mannle", is written over the "From:" line.

Subject: **Authorize Execution of the 1st Amendment to 10th Amendment for the Professional Services Agreement between the County of Plumas and MGE, Inc. for Analysis of Dixie Fire Damage to Greenville Streets Project to extend the original contract expiration date.**

Project Background:

MGE, Inc. is currently providing a Dixie fire pavement damage report.

An extension to the contract termination date is needed to complete the additional inspections.

The attached 1st Amendment to the 10th Amendment authorizes a one-year extension to the contract. The project is scheduled for completion in fiscal year 2022/23.

This amendment has been approved as to form by the County Counsel's Office.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the 1st Amendment to the 10th Amendment for the Professional Services Agreement between the County of Plumas and MGE, Inc. for Analysis of Dixie Fire Damage to Greenville Streets Project to extend the original contract expiration date

Attachment: 1st Amendment to the 10th Amendment for the Professional Services Agreement between the County of Plumas and MGE, Inc.

**AMENDMENT NO. 1 TO AMENDMENT 10
TO PROFESSIONAL SERVICES AGREEMENT
FOR
“ON-CALL CIVIL ENGINEERING SERVICES FOR TRANSPORTATION
IMPROVEMENT PROJECTS” FOR ANALYSIS OF DIXIE FIRE DAMAGE TO THE
GREENVILLE STREETS PROJECT**

This 1st Amendment to the 10th amendment (“Amendment”) is made on June 21st, 2022, between **PLUMAS COUNTY PUBLIC WORKS**, a political subdivision of the State of California (“PCPW”), and **MGE ENGINEERING, INC.**, a California corporation “Consultant” who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. Plumas County Public Works and MGE Engineering, Inc. have entered into a written Amendment dated December 27, 2021, (the “Amendment”), in which MGE Engineering Inc agreed to provide on-call civil engineering services for transportation projects related to the Dixie Fire Damage to Greenville Streets.
 - b. Because agreement is set to expire July 1, 2022, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the 10th Amendment as follows:
 - a. Paragraph titled “Term” is amended to read as follows:

Term. The term of this amendment shall be extended to expire July 1, 2023.
3. **Effectiveness of Agreement:** Except as set forth in this Amendment, all provisions of the 10th Amendment dated December 27, 2021, shall remain unchanged and in full force and effect.

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

CONSULTANT:

MGE Engineering, Inc
a California corporation

By: _____
Name: Robert E. Sennett
Title: Vice President
Date signed: _____

By: _____
Name: Fred Huang
Title: Chief Financial Officer
Date signed: _____

PCPW:

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


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

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

By: _____
Name: John Mannle., P.E.
Title: Director of Public Works
Date signed: _____

Approved as to form:

 _____ 6/2/2022
Joshua Brechtel
Deputy County Counsel I

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323

John Mannle, P.E., Director Joe Blackwell, Deputy Director Rob Thorman, P.E., Assistant Director



CONSENT AGENDA REQUEST

for the June 14, 2022 meeting of the Plumas County Board of Supervisors

Date: May 23, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink, appearing to read "John Mannle".

Subject: Consideration of Payment for a Permanent Easement – Lights Creek Bridge Rehabilitation Project to Michael Hanley (APN: 004-200-024)

BACKGROUND:

The Department of Public Works is currently designing the rehabilitation of the Lights Creek Bridge located in Indian Valley. The Department, in coordination with the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), proposes to rehabilitate and extend the life of Lights Creek Bridge (No. 9C-0012) along North Valley Road (County Road 112), adjacent to the intersection with Diamond Mountain Road (County Road 213). The Lights Creek Bridge Rehabilitation Project is federally-funded through the Federal Highway Bridge Program. All phases of the project including right-of-way acquisition are 100% reimbursable.

The proposed project work includes jacking the truss in order to reset the roller bearings on the south abutment, sealing the concrete bridge deck and blasting, cleaning, and painting all steel elements of the bridge.

In order to complete the proposed construction work and to have future permanent legal access to the bridge, the Department had to seek a permanent road and access easement. The Department prepared the easement legal description and exhibit. BRI, an on-call right-of-way acquisition consultant, provided the owner with these documents and the owner has agreed to the acquisition. The agreed upon payment is \$12,000.

County Counsel has reviewed all of the prepared documents and procedures relating to this easement and easement documentation, attached, is approved as to form as of May 23, 2022.

RECOMMENDATION:

The Plumas County Public Works Department respectfully recommends that the Board of Supervisors authorize the Department to pay the landowner \$12,000 for the necessary permanent road and access easement.

Attachments:

Approved Easement Documents from County Counsel



**BENDER
ROSENTHAL
INCORPORATED**

TRANSMITTAL

Date: March 22, 2022

Via: FedEx

To: John Mannle, Director

From: Rebekah Green

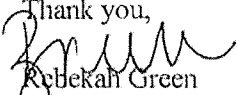
RE: Lights Creek Bridge Rehabilitation Project / Hanley (APN: 004-200-024)

Enclosed are the signed offer documents:

- Agreement for Purchase of Real Property (duplicates)
- Permanent Easement Deed
- Escrow Instructions

Please return all executed documents to me for further processing to escrow.

If you have any comments or items of specific concern you would like to discuss, please call me at (916) 716-5285.

Thank you,

Rebekah Green
Senior Project Coordinator

Assessor's Parcel No.	Owner	Site Address	Project
004-200-024	MICHAEL B. HANLEY, Trustee, MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020, all his right, title and interest	North Valley Road, south of Diamond Mountain Road and north of Nelson Lane, Taylorsville, CA 95983	Lights Creek Bridge Rehabilitation Project

PURCHASE AGREEMENT

This Agreement for Purchase of Property ("**AGREEMENT**") is between The County of Plumas, a political subdivision of the State of California ("**BUYER**") and MICHAEL B. HANLEY, Trustee, MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020, all his rights, title and interest ("**SELLER**"). BUYER and SELLER are sometimes individually referred to herein as "Party" and collectively as "Parties." The Parties hereto have executed this AGREEMENT on the dates set forth below next to their respective signatures.

By this AGREEMENT, SELLER agrees to sell to BUYER, and BUYER desires to purchase from SELLER that certain portion of property identified as APN: 004-200-024 and described in the form of a Permanent Easement Deed in favor of BUYER, identified as "Exhibit A" attached hereto and made a part hereof.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve BUYER of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement project in the manner proposed.
- (B) BUYER requires the property described in the form of a Permanent Easement Deed for road and access purposes, and for preventative maintenance work on Bridge 9C-0012 (Deadfall Bridge), where North Valley Road crosses Lights Creek. The bridge is in need of rehabilitation work including, but not limited to, rock slope protection, scour countermeasures at the abutments, roller bearing placements, culvert placement, bridge deck protection, and truss painting, a public use for which BUYER has the authority to exercise the power of eminent domain. SELLER is compelled to sell, and BUYER is compelled to acquire the property.
- (C) Both SELLER and BUYER recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. BUYER shall:

- (A) Pay the undersigned SELLER the sum of \$12,000.00 (TWELVE THOUSAND DOLLARS AND NO/CENTS) for the property or interest conveyed by the above documents when title to said property vests in the BUYER free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the BUYER, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Fidelity National Title, 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, Escrow Number: 01005521-010-AM.
 - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 - (D) At no expense to SELLER and at the time of construction, BUYER and its contractor shall install temporary fencing in a manner as shown on the HANLEY CATTLE & WATER ACCESS EXHIBIT identified in "Exhibit B" attached hereto and made a part hereof. Said fencing is intended to allow livestock access through to the creek waterway while preventing said livestock from entering the construction and roadway areas during construction.
- 3. Permission is hereby granted to the BUYER or its authorized agent to enter on SELLER's land, where necessary, to complete work as described above in Clause 2(D) of this agreement. SELLER understands and agrees that after completion of the construction work required for the project, said facilities will be removed by the BUYER at no expense to SELLER.
 - 4. It is understood and agreed by and between the Parties hereto that payment in Clause 2(A) above includes, but is not limited to, payment for the following improvements: 650± SF of barbed wire fencing along both sides of North Valley Road and along the south side of Diamond Mountain Road, which are considered to be part of the realty and are being acquired by the BUYER in this transaction.
 - 5. Any monies payable under this agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said

mortgagee(s) or beneficiary(ies) to furnish SELLER with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

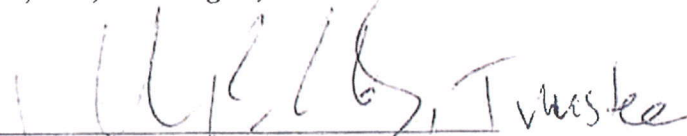
6. Any and all monies payable under this Agreement, subject to the demands made by superior lienholders, up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof, said holder to furnish debtor with good and sufficient receipt showing said monies credited against the indebtedness secured by said Financing Statement.
7. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the BUYER, including the right to remove and dispose of improvements, shall commence when funds are deposited into escrow and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
8. Should the property be materially destroyed by fire, earthquake or other calamity without the fault of either party this agreement may be rescinded by BUYER; in such an event, BUYER may reappraise the property and make an offer thereon.
9. It is understood and agreed by and between the Parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages which may accrue to the SELLER's remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed bridge rehabilitation project, including, but not limited to, any expense which SELLER may incur in restoring the utility of their remaining property.
10. SELLER warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the SELLER agrees to hold BUYER harmless and reimburse BUYER for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of SELLER for a period exceeding one month. SELLER acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided to Title prior to the close of escrow.
11. BUYER agrees to indemnify and hold harmless the undersigned SELLER from any liability arising out of the BUYER's operations under this agreement. The BUYER further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the BUYER will, at its option, either repair or pay for such damage.
12. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, BUYER may elect to recover its cleanup costs from those who caused or contributed to the contamination.
13. It is understood and agreed by and between the Parties hereto that this Agreement inures to the benefit of, and is binding on, the Parties, their respective heirs, personal representatives, successors, and or assignees.
14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signature Page to Follow

ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS.

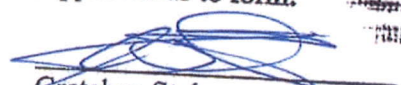
In Witness Whereof, the Parties vested have executed this agreement on _____ day of _____
202____.

Grantor: MICHAEL B. HANLEY, Trustee, MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020, all his rights, title and interest

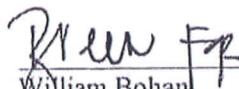

MICHAEL B. HANLEY, Trustee

Grantee: County of Plumas

By: _____
John Mannle
Director of Public Works

Approved as to form: 
Gretchen Stuhr
Plumas County Counsel

Recommended for Approval:


William Bohan
Right of Way Agent

"Exhibit A"

RECORDING REQUESTED BY:
County of Plumas

WHEN RECORDED RETURN TO:

Department of Public Works, County of Plumas
1834 East Main Street
Quincy, CA 95971
Document: PE-004200024

NO FEE DOCUMENT
R&T 11922 Government Agency Acquiring Title

THIS SPACE FOR RECORDER'S USE ONLY

PERMANENT EASEMENT DEED
APN 004-200-024

FOR VALUABLE CONSIDERATION, receipt hereby acknowledged, MICHAEL B. HANLEY, Trustee, MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020, all his rights, title and interest ("GRANTOR"), does hereby GRANT to the County of Plumas ("COUNTY"), a Political Subdivision of the State of California, a permanent easement for road and access purposes, across, over and upon the following described real property situated in the County of Plumas, more particularly described as follows:

SEE EXHIBIT "A AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR understands that the intention of the COUNTY is to construct and maintain public roadway improvements and appurtenances on the lands hereby conveyed as a Permanent Easement; for the installation and maintenance of roadway together with any appurtenances pertaining thereto and other incidental purposes as deemed necessary by COUNTY together with the right to construct, reconstruct, operate and maintain the roadway over, across, through and under the described property.

GRANTOR for themselves, their successors and assigns, hereby waives any claims for any and all damages to GRANTOR's remainder property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said roadway and appurtenant improvements.

Dated this _____ day of _____, 20____

MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020

By: _____
MICHAEL B. HANLEY, Trustee

EXHIBIT A
ROAD AND ACCESS EASEMENT

Those portions of the lands of Section 22, T. 26 N., R. 10 E., M.D.M., conveyed to Michael B Hanley, being "Parcel One" in the deed filed July 6, 2013, in the office of the county recorder of Plumas County, California as Document number 2013-0004501. Also known as Assessor Parcel Number (APN): 004-200-024.

A road and access easement over, upon and across said land for bridge and road access and/or maintenance, described as follows:

Commencing at the northerly most property corner of said "parcel one", thence S 0°42'39" E, 349.62 feet to the TRUE POINT OF BEGINNING;

thence, S 89°14'47" E, 62.72 feet;

thence, S 89°32'43" E, 138.62 feet;

thence, S 1°58'04" W, 11.01 feet;

thence, N 34°56'23" E, 56.69 feet;

thence, N 68°02'37" E, 46.66 feet;

thence, N 2°26'47" E, 127.36 feet;

thence, N 36°38'31" E, 74.24 feet;

thence, along a curve to the left having a radius of 1104.47 feet, an arc length of 102.07 feet, a delta angle of 5°17'42" and a chord length of 102.03 feet;

thence, N 67°04'52" E, 60.00 feet;

thence, along a curve to the right having a radius of 1164.47 feet, an arc length of 84.97 feet, a delta angle of 4°10'51" and a chord length of 84.95 feet;

thence, N 66°07'58" W, 83.10 feet;

thence, N 8°06'49" W, 147.48 feet;

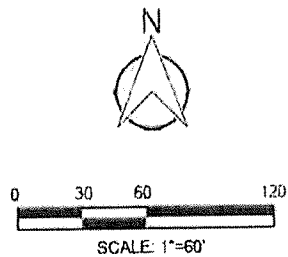
thence, N 85°55'00" E, 73.33 feet;

thence, N 0°42'39" W, 118.56 feet to the TRUE POINT OF BEGINNING, also being the TRUE POINT OF TERMINUS

Containing 52,016 square feet (1.194 acres), more or less.



ROAD AND ACCESS EASEMENT MAP



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

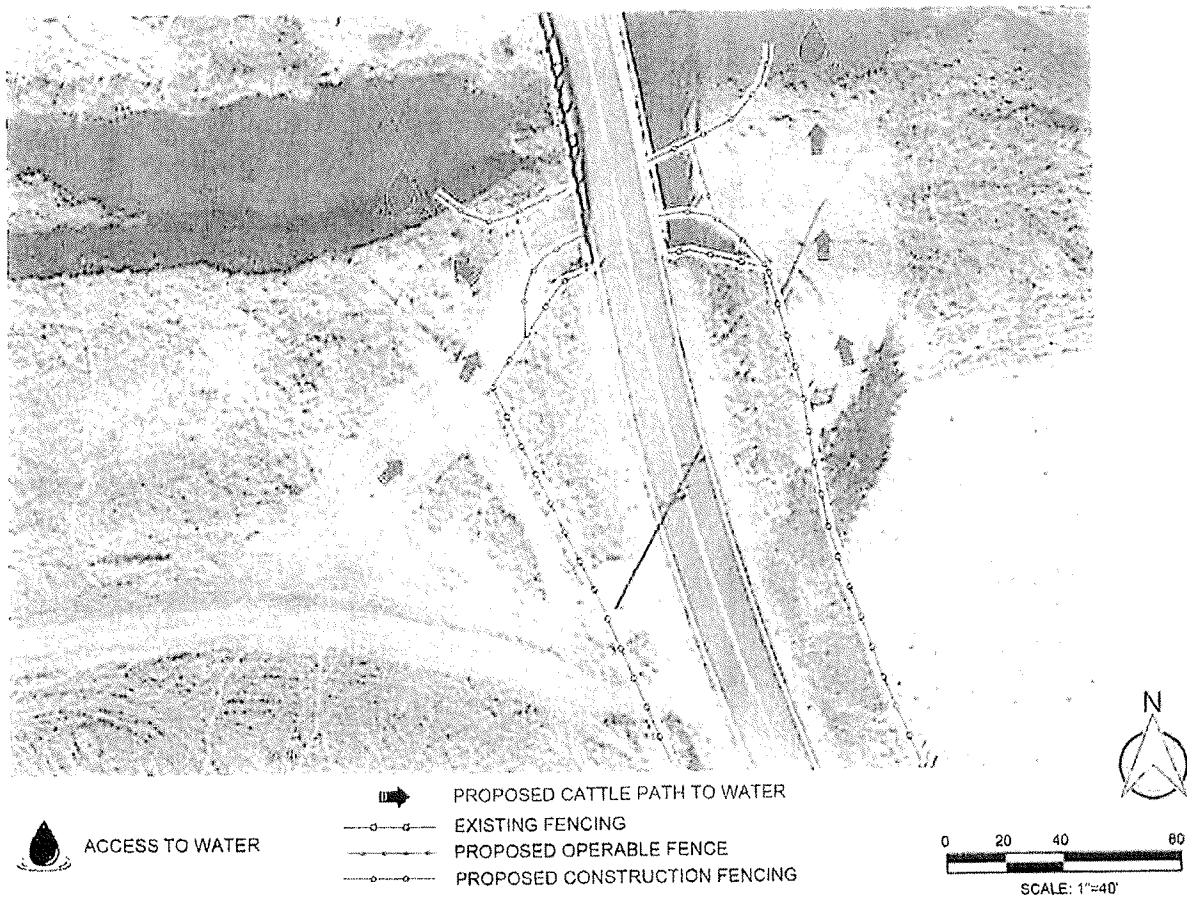
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed, dated _____ from MICHAEL B. HANLEY, Trustee, MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020, all his rights, title and interest, to the COUNTY OF PLUMAS, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the County of Plumas pursuant to authority conferred by Resolution _____ adopted _____ by the County of Plumas Board of Supervisors and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
John Mannle
Director of Public Works

“Exhibit B”
HANLEY CATTLE & WATER ACCESS EXHIBIT



NOTE: ALL CONSTRUCTION FENCING WILL BE REMOVED AFTER PROJECT COMPLETION

ESCROW INSTRUCTIONS

Audra Meyer
Fidelity National Title Company
8525 Madison Avenue, Suite 110
Fair Oaks, CA 95628

County of Plumas
Project: Lights Creek Bridge Rehabilitation Project
Owner: Michael Hanley, Trustee
APN: 071-390-020
Escrow Number: 01005521-010-AM

Ms. Meyer

This escrow will be closed in accordance with the Right of Way Contract executed MICHAEL B. HANLEY, Trustee, MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020, all his rights, title and interest, ("Seller") and the County of Plumas ("Buyer"). The following items have been checked to indicate the method in which this escrow is to be closed:

The sale price of this transaction is \$12,000.00

- X Enclosed is a warrant in the sum of \$12,000.00
- X Enclosed is an Easement Deed with attached Certificate of Acceptance and a copy of the Purchase Agreement
- Any taxes due shall be paid current from this escrow.
- X Policy of Title Insurance shall be issued in the amount of \$1,800.00

Proceeds from this transaction are to be sent to Owner at: PO Box 3128, Olympic Valley, CA 96146

You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a title policy naming the County of Plumas as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary report number 01005521-010-AM, dated October 5, 2021.

THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY

<u>Item No./Description</u>	<u>Justification</u>
1 Property Taxes for 2021/2022	To be current
3 Lien of supplemental taxes	Said rights will not conflict with County's use
4 Rights to the public to North Army Road, Deadfall Lane and North Valley Road	Said rights will not conflict with County's use
5 & 6 Right of Way -Great Western Power Company	Said rights will not conflict with County's use
7 Easement over North Army Road	Said rights will not conflict with County's use

THE FOLLOWING EXCEPTION(S) MAY NOT APPEAR IN THE TITLE POLICY:

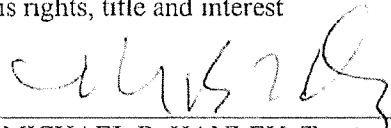
<u>Item No./Description</u>	<u>Justification</u>
2 Tax Collector	To be removed
8 Owner's Affidavit	To be obtained prior to close of escrow; this exception to be removed
9 Trust Certification	To be obtained prior to close of escrow; this exception to be removed

10	Water rights or claims to water	Obtaining a CLTA Policy, this exception to be removed
11	Parties in Possession	Owner's Affidavit to be obtained, this exception to be removed
12	Underwriters Review	To be removed
13	No Deed of Trust	Owner's Affidavit to be completed, this exception to be removed

Buyer will pay for all costs of escrow and the policy of title insurance. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Rebekah Green at the close of escrow. If you have any questions or require further information, please contact Rebekah at 916-716-5285 or via email at r.green@benderrosenthal.com.

INSTRUCTIONS FROM SELLER: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to Bender Rosenthal Inc, Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, less any demands for liens, judgments, delinquent taxes, and/or utilities, delinquent child support, and/or alimony, or encumbrances.

Grantor: MICHAEL B. HANLEY, Trustee, MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020, all his rights, title and interest

By:  Trustee
MICHAEL B. HANLEY, Trustee

Grantee: County of Plumas

By: _____
John Mannle
Director of Public Works

RECORDING REQUESTED BY:

County of Plumas

WHEN RECORDED RETURN TO:

Department of Public Works, County of Plumas
1834 East Main Street
Quincy, CA 95971
Document: PE-004200024

NO FEE DOCUMENT

R&T 11922 Government Agency Acquiring Title

THIS SPACE FOR RECORDER'S USE ONLY

**PERMANENT EASEMENT DEED
APN 004-200-024**

FOR VALUABLE CONSIDERATION, receipt hereby acknowledged, MICHAEL B. HANLEY, Trustee, MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020, all his rights, title and interest ("GRANTOR"), does hereby GRANT to the County of Plumas ("COUNTY"), a Political Subdivision of the State of California, a permanent easement for road and access purposes, across, over and upon the following described real property situated in the County of Plumas, more particularly described as follows:

SEE EXHIBIT "A AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

GRANTOR understands that the intention of the COUNTY is to construct and maintain public roadway improvements and appurtenances on the lands hereby conveyed as a Permanent Easement; for the installation and maintenance of roadway together with any appurtenances pertaining thereto and other incidental purposes as deemed necessary by COUNTY together with the right to construct, reconstruct, operate and maintain the roadway over, across, through and under the described property.

GRANTOR for themselves, their successors and assigns, hereby waives any claims for any and all damages to GRANTOR's remainder property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said roadway and appurtenant improvements.

Dated this 15th day of March, 2022

MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020

By: _____

MICHAEL B. HANLEY, Trustee

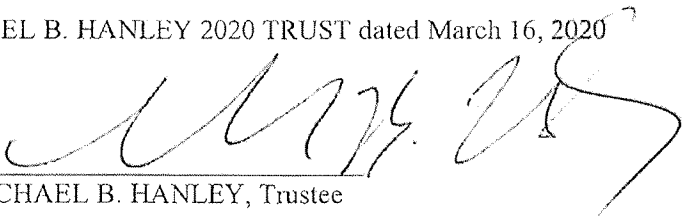
 Trustee

EXHIBIT A
ROAD AND ACCESS EASEMENT

Those portions of the lands of Section 22, T. 26 N., R. 10 E., M.D.M., conveyed to Michael B Hanley, being "Parcel One" in the deed filed July 6, 2013, in the office of the county recorder of Plumas County, California as Document number 2013-0004501. Also known as Assessor Parcel Number (APN): 004-200-024.

A road and access easement over, upon and across said land for bridge and road access and/or maintenance, described as follows:

Commencing at the northerly most property corner of said "parcel one", thence S 0°42'39" E, 349.62 feet to the TRUE POINT OF BEGINNING;

thence, S 89°14'47" E, 62.72 feet;

thence, S 89°32'43" E, 138.62 feet;

thence, S 1°58'04" W, 11.01 feet;

thence, N 34°56'23" E, 56.69 feet;

thence, N 68°02'37" E, 46.66 feet;

thence, N 2°26'47" E, 127.36 feet;

thence, N 36°38'31" E, 74.24 feet;

thence, along a curve to the left having a radius of 1104.47 feet, an arc length of 102.07 feet, a delta angle of 5°17'42" and a chord length of 102.03 feet;

thence, N 67°04'52" E, 60.00 feet;

thence, along a curve to the right having a radius of 1164.47 feet, an arc length of 84.97 feet, a delta angle of 4°10'51" and a chord length of 84.95 feet;

thence, N 66°07'58" W, 83.10 feet;

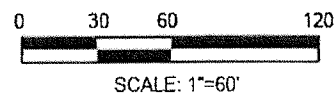
thence, N 8°06'49" W, 147.48 feet;

thence, N 85°55'00" E, 73.33 feet;

thence, N 0°42'39" W, 118.56 feet to the TRUE POINT OF BEGINNING, also being the TRUE POINT OF TERMINUS.

Containing 52,016 square feet (1.194 acres), more or less.



[illegible]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)On March 15TH, 2022 before me, Vincent E. Alfano, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Michael B. Hanley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vincent E. Alfano
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed, dated _____ from MICHAEL B. HANLEY, Trustee, MICHAEL B. HANLEY 2020 TRUST dated March 16, 2020, all his rights, title and interest, to the COUNTY OF PLUMAS, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the County of Plumas pursuant to authority conferred by Resolution _____ adopted _____ by the County of Plumas Board of Supervisors and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

John Mannle
Director of Public Works



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

Memorandum

DATE: May 9, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns *TJ*

RE: Agenda Item for the meeting of June 7, 2022

RECOMMENDATION:

Approve and sign service agreement with A & P Helicopters, Inc. (PCSO00001) in the amount of \$75,000.00.

BACKGROUND & DISCUSSION:

Term of contract is 06/01/2022-05/31/2023

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs - A & P Helicopters, Inc. (PCSO00001).

This agreement has been approved by County Counsel. It is now being submitted for Board approval as per County policy.

Services Agreement

This Agreement is made this 1st day of June, 2022, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and A & P Helicopters, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit 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 seventy thousand Dollars (\$75,000.00).
3. Term. The term of this Agreement commences June 1, 2022, and shall remain in effect through May 31, 2023, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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 insured. 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insured. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

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

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

County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Plumas County Sheriff's Office
County of Plumas
1400 E. Main St.
Quincy, CA, 95971
Attention: Steve W Peay/Investigations Sergeant

Contractor:

A & P Helicopters, Inc.
P.O. Box 245
Richvale, CA, 95974
Attention: Vickie Compton

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.

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

CONTRACTOR:

A & P Helicopters, Inc.

COUNTY:

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

By: _____ Date: _____
Name: Vickie Compton
Title: CEO

By: _____ Date: _____
Kevin Goss, Chair
Board of Supervisors

By: _____ Date: _____
Name: Craig S Compton
Title: CFO

ATTEST:

By: _____ Date: _____
Heidi White
Clerk of the Board

Approved as to form:

 _____ 5/6/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

Contractor agrees to provide the county the following, on an as needed basis;

An appropriately licensed and insured helicopter, McDonnell Douglas Hughes 500D and/or Bell 206 B-III Jet Ranger and licensed and insured pilot for the services requested below;

- Marijuana reconnaissance
- External and internal removal of personnel
- Short Haul/Stabo transportation for certified employees, equipment, contraband and ground support staff (if needed)
- Fuel truck and appropriately licensed driver, as needed

Exhibit B

Fee Schedule

Contractor shall submit invoices to the county consistent with the fee schedule below. Invoices will include number, tachometer time, location, name of person that ordered service, date of flight, and cost breakdown. The County shall pay Contractor no later than 30 days after approval of the invoice by county staff.

- Marijuana reconnaissance \$1,250.00 per flight hour includes aircraft; Bell 206BIII or Hughes 500D: and licensed pilot
- Short Haul/Stabo, for personnel, equipment and/or contraband, \$1,400.00 per flight hour. Includes aircraft,; Bell 206BIII or Hughes 500D and licensed pilot
- Fuel truck and license driver \$700 per day, if requested
- \$235 per person overnight if requested, pilot and fuel truck driver.



DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: MAY 27, 2022
TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR JUNE 14, 2022, CONSENT AGENDA
RE: APPROVE A CONTRACT WITH JUMP TECHNOLOGY SERVICES FOR
ADULT PROTECTIVE SERVICES SOFTWARE PROGRAM

It is Recommended that the Board of Supervisors:

Authorize the Board Chair to sign the agreement as the Board's designee.

Background and Discussion

California is required to provide the federal government with the data elements of the National Adult Maltreatment Reporting System (NAMRS). Counties are required to update their county data management systems to reflect changes in the revised reporting form SOC 242. The maximum amount of this contract shall not exceed \$6,300.

Financial Impact

There is no impact to the General Fund. Funds are available for reimbursement from CDSS.

Other Agency Involvement

County Counsel has reviewed the proposed agreement and has approved it as to form.

Copy: PCDSS Managers (memo only)

Enclosure

JUMP Technology Services®
1024 Iron Point Road
Folsom, CA 95630
916-357-6779
www.jumpfaster.com



This agreement is made between JUMP Technology Services, L.L.C. (hereafter referred to as JUMP) and Plumas County Department of Social Services (hereafter referred to as CUSTOMER).

This Agreement covers:

Software Licenses and Hosting Services (Exhibit A),
Software Maintenance and Product Support (Exhibit B),
Consulting and Training Services (Exhibit C).
Mutual Non-Disclosure (Exhibit D)
Additional Provisions (Exhibit E)
Budget (Exhibit F)

The term of this agreement shall be from 07/01/2022 through 06/30/2024. The maximum amount of this contract shall not exceed \$6,300.00.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ENTIRE AGREEMENT

- 1.1. This Agreement, including the above schedule(s) constitutes the sole terms and conditions of JUMP's agreement with CUSTOMER. Any additional or inconsistent terms proposed by CUSTOMER in CUSTOMER's purchase order(s) or elsewhere are hereby expressly rejected unless expressly accepted in writing by JUMP.
- 1.2. All CUSTOMER orders must be made by submitting properly completed Schedules signed by CUSTOMER and JUMP. All Schedules shall refer to this Agreement by number and will incorporate the terms of this Agreement.

2. Delivery

- 2.1. All delivery dates (and installation dates, if applicable) are approximate.
- 2.2. Every effort will be made to deliver and install, if applicable, by the approximated dates, but under no circumstances will JUMP be responsible for, or will CUSTOMER be entitled to, any damages, special, consequential, incidental or whatsoever arising out of or owing to any delay.

3. Invoicing and Payment

- 3.1. All payments are due thirty (30) days from invoice date.
- 3.2. Software license fees are billed quarterly in advance.

4. Taxes

- 4.1. CUSTOMER shall pay all sales, use, excise or other tax payable as a result of any sale, license, use and/or installation, if applicable.

5. Limitation of Liability and Damages

- 5.1. **Customer Insurance not applicable.** Except in the event of criminal or negligent action/inaction by the CUSTOMER, its officers, employees, contractors or agents, nothing herein shall be construed as granting to JUMP, its officers, employees, contractors or agents any insurance benefit/coverage under CUSTOMER insurance.
- 5.2. **Insurance.** JUMP will submit or cause to be submitted to CUSTOMER Certificate(s) of insurance documenting agreed upon insurance coverage, naming CUSTOMER as additional insured and shall submit or cause to be submitted annually evidence of renewal in the form of updated Certificates of Insurance, at policy renewal date.
- 5.3. **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, JUMP shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement, in an amount not less than ONE MILLION dollars (\$1,000,000).
- 5.4. **Liability Insurance.** JUMP shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage.
- 5.4.1. **General Liability.** Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of JUMP or any officer, agent, or employee of JUMP under this Agreement. CUSTOMER, its officers, employees, and agents shall be named as "Additional Insured" on any policy. The policy or policies shall provide that CUSTOMER will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.
- 5.4.2. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired and leased vehicles used in conjunction with contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence
- 5.5. **Limitations on Liability.** Notwithstanding the provisions of Agreement paragraph 5 "Limitation of Liability and Damages" and sub-paragraphs, the liability of the parties and the remedies of the parties shall be limited as follows:
- 5.5.1. **Uncontrollable Events.** Neither party shall bear any liability arising out of events beyond the control of such party, including but not limited to acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock-outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.
- 5.5.2. **Consequential Damages.** Neither party shall bear any liability for special, consequential, incidental or indirect damages resulting from "uncontrollable events" (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.
- 5.5.3. **Value of Contract.** In no event shall the aggregate liability of JUMP to CUSTOMER (regardless of the form, whether in contract or tort) exceed the amount of the fee paid by CUSTOMER to JUMP pursuant to the terms of this contract.

5.5.4. **Passage of Time.** In no event shall a cause of action be asserted by CUSTOMER against JUMP or JUMP against CUSTOMER, which arises out of or relates to any event, condition, breach, or claim known to the filing party more than one (1) year prior to the filing of such cause of action.

6. Indemnification

- 6.1. CUSTOMER shall indemnify, defend and hold harmless JUMP, its directors, agents, officers and employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys' fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from activities or omissions, negligent or otherwise, in breach of the terms of this Agreement by CUSTOMER, its directors, officers, agents and/or employees.
- 6.2. JUMP shall indemnify, defend and hold harmless CUSTOMER its directors, agents, officers, employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys' fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from acts or omissions, negligent or otherwise, in breach of the terms of this Agreement by JUMP, its directors officers, agents and/or employees.

7. Termination

- 7.1. **Early Termination.** Either party may terminate this Agreement prior to its expiration date by giving 20 days written notice. As set forth in Exhibit A, CUSTOMER shall be responsible for payment of all subscription, license fees, and maintenance services owing for the entire calendar quarter in which such notice is received by JUMP and any additional quarter(s) of CUSTOMER authorized service.
- 7.2. **Effect of Termination.** Upon termination of this Agreement for any reason, each party will return to the other party all confidential materials developed by or belonging to such party, which have been delivered pursuant to this Agreement. Termination of this Agreement will not relieve CUSTOMER of its obligations to make immediate and full payment to JUMP for any amounts then due and/or payable to JUMP.
- 7.3. **Failure to Pay.** CUSTOMER'S failure to pay license and subscription fees may result in service interruption or termination without notice. CUSTOMER may be subject to a re-establishment of service fee of \$250 per delinquent month or partial month.

8. Remedies

- 8.1. In addition to any right or remedy given to JUMP in this Agreement, JUMP shall have all other rights and remedies conferred by law or equity.

9. Arbitration

- 9.1. Any dispute arising under or in connection with this Agreement shall be settled by binding arbitration. The party seeking arbitration shall serve written notice to the other party of its intent to arbitrate and the nature and facts concerning the dispute. The dispute shall be resolved by one neutral arbitrator who shall have no affiliation with any party and shall be selected by mutual agreement of the Parties or by the American Arbitration Association office in Sacramento, CA if a mutual selection cannot be reached within fifteen (15) days after

written notice to arbitrate is given. The arbitration decision shall be conclusive and binding upon the Parties, shall constitute an "award" by the arbitrator and judgment may be entered in any court of competent jurisdiction. The cost and expenses of such arbitration, including, without limitation, the reasonable fees and expenses of the prevailing party's legal counsel, witnesses and the arbitrator shall be borne by the party against whom the decision is rendered or as otherwise decided by the arbitrator. The Commercial Arbitration Rules of the American Arbitration Association shall be followed. The arbitration proceedings shall be held in Sacramento, CA.

9.2. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties or as otherwise provided by California law.

10. Governing Law

10.1. This Agreement will be governed by the local law of the State of California, excluding any principles of conflicts of law.

11. Parties in Interest

11.1. Nothing in this Agreement provides any legal rights to, or creates any liability for, anyone not an executing party of this Agreement.

12. Assignment

12.1. Neither party may assign or transfer this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party; except that either party may assign or transfer this Agreement in the case of a merger, acquisition, consolidation or sale of substantially all the assets to which this Agreement relates. Subject to the foregoing limitation, this Agreement will inure to the benefit of and be binding upon the parties hereto, their successors, and assigns.

13. Relationship of the Parties

13.1. The relationship between CUSTOMER and JUMP created under this Agreement shall be that of independent contractors.

14. No Waiver of Default

14.1. JUMP's failure to exercise any of its rights under this Agreement shall not be deemed a waiver thereof; nor shall JUMP's waiver of any provisions hereof be deemed a waiver of any future compliance herewith, and such provisions shall remain in full force and effect.

15. Interpretation

15.1. Unless defined herein, words having well-known technical or trade meanings shall be so construed.

16. Entire Agreement

16.1. This Agreement, including the Schedules, supersedes all prior proposals, negotiations and communications, oral or written, between the parties with respect to the subject matter hereof; no modification or amendment to this Agreement shall be binding unless in writing and signed by representatives of both parties.

Exhibit A
Software Licenses and Hosting Services

1. Licenses

- 1.1. On any JUMP developed Licensed Software, CUSTOMER will receive a personal, nonexclusive and nontransferable license to use the Licensed Software and related documentation.
- 1.2. Access to the hosted software by each active CUSTOMER user account during the billing period will be included in the licensed user count regardless of the length of time the account was active in the billing period.

2. Ownership

- 2.1. Except for the rights expressly granted herein, this Agreement does not transfer from JUMP to CUSTOMER any intellectual property and/or developed technology, and all right, title and interest in and to such property/technology will remain solely with JUMP.

3. Trade Secrets and Source Code

- 3.1. CUSTOMER agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from JUMP's developed technology.

4. Confidential Information

- 4.1. During the term of this Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and shall not be revealed to third parties or applied to uses other than recipient's performance of its obligations hereunder.
- 4.2. Neither party shall disclose, advertise or publish the specific terms or conditions of this Agreement without the prior written consent of the other party, except (i) as may be required by law and (ii) to its professional advisors and to investors or potential investors.
- 4.3. CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.

5. Compliance with Laws.

- 5.1. JUMP shall not publish or disclose, permit or cause to be published, disclosed, or used, any confidential information pertaining to a public social services applicant(s) or recipient(s) obtained in the course of work performed for or with CUSTOMER.
- 5.2. JUMP will establish and implement appropriate privacy and security safeguards with respect to CUSTOMER'S Protected Health Information that may be maintained, transmitted or viewed in connection with the services under this Agreement. JUMP affirms that to the full extent pertinent to the services provided under this Agreement, such safeguards will be consistent with the standards set forth in regulations under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and the ("HITECH Act") and the Omnibus Rule (the "Final Rule") published on January 17, 2013.
- 5.3. To the full extent pertinent to the services provided under this agreement, JUMP shall comply with Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

- 5.4. MediCal PII information that may be shared with JUMP by CUSTOMER or which JUMP may view or come into contact with in the course of delivery of services under this Agreement shall be held as confidential and shall be used only in accordance with Welfare and Institutions Code section 14100.0 and 42 Code of Federal Regulations section 431.300 and sections following, as permitted under the terms of this Agreement and/or as required by law, and/or by court order.
- 5.5. JUMP personnel who may encounter legally protected HIPAA or MediCal PII data in the performance of services under this Agreement shall be informed of legally confidential nature of such data and of the civil and criminal sanctions for non-compliance with the applicable federal and state laws.
- 6. Hosting Service**
- 6.1. Internet Connectivity Service Not Included.** CUSTOMER acknowledges that this agreement does not provide Internet Service Provider (ISP) connectivity services. CUSTOMER shall obtain and maintain a separate Internet connection agreement through an ISP in order to access the licensed software.
- 6.2. Data Location.** JUMP will host the licensed software including the database within the United States on a server co-located at Rackspace or other mutually agreed upon data center provider.
- 7. Warranty**
- 7.1. Anti-Virus Warranty.**
- 7.1.1. JUMP represents and warrants that licensed software as written and delivered via the Internet will not contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the licensed software is accessed.
- 7.1.2. CUSTOMER acknowledges that the licensed software is dependent upon an Internet browser installed upon the user's computer and that JUMP's warranty does not extend to the Internet browser.
- 7.1.3. CUSTOMER shall retain responsibility for anti-virus including the Internet browser on the user's computer.
- 7.1.4. CUSTOMER represents and warrants that it shall not upload electronic documents or files to the licensed software which contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the license software is installed and hosted.

Exhibit B
Software Maintenance and Product Support

1. Definition of Support Services

- 1.1.** For critical outages, CUSTOMER representatives may contact JUMP by telephone at designated after-hours numbers that will be provided at execution of this agreement. All non-critical incidents and requests for service must be reported via JUMP's Support Services Center (SSC) via the CUSTOMER support portal by authorized CUSTOMER representatives located at <https://jumpssc.com>. For privacy and security as well as timeliness tracking, support inquiries may not be sent via email. JUMP's analyst will respond to CUSTOMER Program inquiries, coordinate resolution of Program problems, including the verification of any reported errors, provide acceptable problem workaround, and communicate with designated CUSTOMER representatives on status and/or for additional problem information and supply the Error Corrections and/or Update Release, as necessary.

2. Support Plan

- 2.1.** CUSTOMER representatives may access support through the CUSTOMER support portal or by calling 918-624-5867 during normal business hours. Normal business hours are between 7 a.m. and 7 p.m. (Central Time), Monday through Friday, excluding national and JUMP company holidays. The total number of JUMP company holidays is not to exceed ten (10) days per year. For after-hours contacts, JUMP will provide two, emergency contact numbers. Service includes the following:
- 2.1.1. Access to support service through web portal and phone (after hours emergencies)
 - 2.1.2. Access to support services by up to three (3) designated CUSTOMER contacts
 - 2.1.3. Access to available Update Release documentation
 - 2.1.4. Web portal access provides
 - 2.1.4.1. Submitting Program inquiries or reporting Program problems
 - 2.1.4.2. Access to Program technical tips
 - 2.1.4.3. Access to Program problem and solution list(s)
 - 2.1.4.4. Access to available Patches
 - 2.1.4.5. Review CUSTOMER call/issue & status
 - 2.1.4.6. Review CUSTOMER maintenance contract status

3. Reporting Service Requests to the Support Services Center

- 3.1.** All CUSTOMER requests, inquiries, or issue reports submitted to JUMP Technology Services (HDT) must be made by a designated CUSTOMER contact. HDT will be assigned one of four categories:
- 3.1.1. **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.
 - 3.1.2. **Program Defect:** A CUSTOMER encounters a problem that is determined to be an Error or defect in the Program.
 - 3.1.3. **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services' produced or licensed software or features. JUMP will review CUSTOMER's requests for feature enhancement during normal JUMP systems update cycles. JUMP will provide a quote for the enhancement in total hours to be charged against the CUSTOMER contract or additional charge to be added to the current contract.
 - 3.1.4. **Documentation Discrepancies:** Lack of information or clarity in CUSTOMER documentation.
- 3.2.** All HDT submitted to the SSC shall be made in the form of an issue report and shall include the following:
- 3.2.1. Contact information for the designated CUSTOMER contact reporting the problem.
 - 3.2.2. A general description of the operating environment in which the issue was discovered (as applicable).
 - 3.2.3. A description of relevant hardware components in the environment (as applicable).

- 3.2.4. A description of relevant software components (operating system, browser) in the environment and their versions.
- 3.2.5. A description of the problem and expected results.
- 3.2.6. System generated error messages or diagnostics where available.
- 3.3. JUMP will prioritize each issue report according to the following definitions:**
 - 3.3.1. **High Priority.** Critical business impact. The CUSTOMER has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; an essential part of the system is unusable for the CUSTOMER, which results in the inability to use a mission critical application.
 - 3.3.2. **Medium Priority.** Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole functions but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
 - 3.3.3. **Low Priority.** Minimal business impact. The CUSTOMER can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.
- 3.4. JUMP will acknowledge CUSTOMER'S reported issue according to the priority assigned by JUMP.** Acknowledgement time shall mean the time between CUSTOMER reporting the issue to JUMP and the time JUMP notifies the CUSTOMER that it acknowledges the situation.
 - 3.4.1. **High Priority.** Acknowledgement within 2 business hours.
 - 3.4.2. **Medium Priority.** Acknowledgement within 1 business day.
 - 3.4.3. **Low Priority.** Acknowledgement within 1 business day.
- 3.5. JUMP will respond to CUSTOMER'S reported issue according to the priority assigned by JUMP.** Response time shall mean the time between CUSTOMER reporting the issue to JUMP and the time that a JUMP analyst or representative is assigned and actively working to remedy the issue.
 - 3.5.1. **High Priority.** Response time within 2 business hours.
 - 3.5.2. **Medium Priority.** Response time within 3 business days.
 - 3.5.3. **Low Priority.** Response time within 5 business days.
- 3.6. JUMP's undertaking:** For each HDT reported by Customer, JUMP undertakes to:
 - 3.6.1. Maintain a web portal for Customer to report a problem and receive assistance
 - 3.6.2. Acknowledge receipt of all reports to Customer. The acknowledgement shall be in written form and shall provide the name of the representative to which the HDT is assigned as well as a priority assignment which indicates a time-frame in which a response from JUMP can be expected according to the response times in 3.5 above.
 - 3.6.3. Analyze the report and verify the existence of the problem
 - 3.6.4. Give Customer direction and assistance in resolving technical issues.
- 3.7. Defect Correction Goals.**
 - 3.7.1. For each confirmed defect where the JUMP software product does not conform to the technical product specifications, JUMP may propose both an interim and final resolution.
 - 3.7.1.1. Interim Solution. A temporary solution that lowers the priority classification of the issue.
 - 3.7.1.2. Final Solution. A permanent correction which causes the product to conform to the technical product specification.
 - 3.7.2. **High Priority.**
 - 3.7.2.1. **Interim Solution** - All commercially reasonable effort until the defect is repaired
- 3.8. CUSTOMER'S undertaking:**

- 3.8.1. Appoint designated Contacts from CUSTOMER'S organization for all matters relating to the support issues for JUMP systems
- 3.8.2. Obtain all necessary information for each issue reported as outlined in 3.2 above.
- 3.8.3. Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.
- 3.8.4. Respond to all JUMP requests for additional information.

3.9. Closure of HDT

- 3.9.1. HDT will be considered to be resolved and will be closed under the following conditions:
 - 3.9.1.1. Customer receives an error correction, a workaround, or information that resolves the issue.
 - 3.9.1.2. The reported Issue is identified as not a problem with the JUMP product.
 - 3.9.1.3. If the HDT results in a defect correction that will be routed to the product support team and CUSTOMER has been advised of the acknowledgement and receives a version number for the defect resolution.
 - 3.9.1.4. If the HDT is classified as an enhancement request and the customer has provided information regarding the business problem created by the absence of the enhancement, and the product team has provided an enhancement reference number to the CUSTOMER along with a quote.
 - 3.9.1.5. CUSTOMER has not responded after 10 business days to JUMP after information was provided via a final message left on the HDT or voicemail.

3.10. Software Releases

- 3.10.1. Prior to the release of any new version, JUMP will provide a detailed release plan and make available, upon CUSTOMER'S request, a test system for CUSTOMER'S review and testing of the new release. Upon successful testing and acceptance by the CUSTOMER, JUMP will schedule the upgrade with the CUSTOMER at a mutually agreed upon time.
- 3.10.2. All software versions must be installed in sequence.
- 3.10.3. JUMP may, at its discretion, delay installations for CUSTOMER accounts with overdue invoices.

Exhibit C
Consulting and Training Services

1. Intellectual Property

- 1.1.** Any ideas, concepts, know-how or data processing techniques, developed by JUMP personnel (alone or jointly with the CUSTOMER) in connection with consulting services provided under this agreement are the exclusive property of JUMP.

2. Web Based Training

- 2.1.** All training requests will be scheduled by CUSTOMER representative through JUMP's web portal.
- 2.2.** Cancellation and rescheduling must be coordinated by CUSTOMER representative rather than end users.
- 2.3.** All cancellations to scheduled training must be made 48 hours prior to the scheduled training session. Cancellations less than 48 hours from the scheduled training session may result in \$150 cancellation charge.
- 2.4.** JUMP shall provide a qualified trainer for each web based training class ordered by CUSTOMER.

3. On-Site Training

- 3.1.** CUSTOMER shall provide facilities and equipment for all onsite trainings. For initial training, CUSTOMER shall provide an appropriate training room, with a computer and high speed internet connection for each student and the JUMP trainer as well as a linked projector suitable for use with the provided trainer computer and a projection screen.
- 3.2.** JUMP shall provide a qualified trainer for each on-site training class ordered by CUSTOMER.
- 3.3.** JUMP shall provide a training version of the system.
- 3.4.** All on-site training classes require two weeks' notice of cancellation. Cancellations less than two weeks prior to the training date may result in \$500 cancellation charge.

4. Training System for CUSTOMER Led Training

- 4.1.** CUSTOMER may utilize the JUMP training or testing system to conduct CUSTOMER led training.
- 4.2.** CUSTOMER acknowledges that the training and/or testing system is part of JUMP'S temporary staging and development environment and is not guaranteed to be available without interruption.
- 4.3.** CUSTOMER acknowledges that the training system, when available, is offered without warranty and that CUSTOMER will not use the training system to enter electronic protected health information (ePHI).
- 4.4.** CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.

Exhibit D
Mutual Non-Disclosure

All Information exchanged between the parties in conjunction with this Agreement shall be subject to the following terms. Use of the terms "Recipient" and "Discloser" hereunder refer to either CUSTOMER or JUMP, as the case may be. In consideration of the mutual promises and obligations contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- A) The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secrets, information considered to be confidential, valuable and proprietary by Discloser, in connection with business purposes of this Agreement.
- B) Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision
- C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own confidential and proprietary information, but not less than a reasonable standard of care.
- D) Recipient agrees to use Information solely in connection with purposes of this Agreement and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the project; and (b) have been advised of the confidential and proprietary nature of such Information.
- E) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser, in writing, authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient independently develops without use of or reference to Discloser's Information.
- F) If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient shall provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- G) Information remains at all times the property of Discloser. Upon Discloser's request and/or upon termination of this Agreement, all or any requested portion of the Information (including, but not limited to tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed (at Disclosers option), and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- H) No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.
- I) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commences, except as otherwise stated herein, on the Effective Date of this Agreement and extends with regard to all Information until five (5) years after termination of this Agreement.
- J) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

Exhibit E
Additional Provisions

A) CONFIDENTIALITY:

JUMP agrees to comply and to require employees to comply with the provisions of Welfare and Institutions Code (WIC) Section 10850 and 14100.2 to assure that records concerning individuals in connection with the administration of or delivery of services under this Agreement will be kept confidential and not open to examination for any purpose not directly related to such administration. JUMP will not publish or disclose, use or permit, or cause to be published, used or disclosed any confidential information pertaining to any recipient served by the COUNTY. The parties acknowledge that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor. JUMP agrees that services provided hereunder shall comply to the full extent applicable, with Health Insurance Portability and Accountability Act (HIPAA), Medi-Cal Data Privacy and Security Agreement (Medi-Cal PII), paragraphs E, F, G, H, K, L, M, Q. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision

B) CHILD SUPPORT: Public Contract Code / Family Code

JUMP agrees, in accordance with Public Contract Code, Section 7110, to comply with applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code, Division 9, Part 5, Chapter 8 (commencing with Section 5200).

C) NON-DISCRIMINATION: CDSS MPP / Executive Orders / Dept. of Labor Regulations

JUMP shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age. JUMP shall comply and shall require its employees, consultants, agents to comply with non-discrimination requirements as defined in CDSS MPP Sections 21-100. MMTG shall 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).

D) DRUG FREE WORKPLACE

JUMP and its employees shall comply with all pertinent State and Federal regulations with regard to maintaining a drug-free workplace.

E) CONFLICT OF INTEREST

JUMP warrants that it has no interest which would conflict in any manner with the performance of services required under this Agreement.

F) RESTRICTION, LIMITATIONS OR CONDITIONS

This agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State government that may affect the provisions, terms or funding of this agreement.

G) NON-ALLOCATION OF FUNDS

The terms of this Agreement, and the services to be provided there under, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by CUSTOMER, at any time by giving JUMP sixty (60) days advance written notice.

H) INTERPRETATIONS

The language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against one or the other of the parties hereto.

I) INVOICING

Invoices as provided in this agreement shall be sent as follows: christinerenteria@countyofplumas.com

**Exhibit F
Budget**

No.	Item	Description	Date	Qty	Price	Extended
1	LEAPS 01 - 10	License and Hosting for 1-10 Users 2022-2023	07/01/2022	1	\$3,150.00	\$3,150.00
2	LEAPS 01 - 10	License and Hosting for 1-10 Users 2023-2024	07/01/2023	1	\$3,150.00	\$3,150.00
					Total	\$6,300.00

EXECUTED BY REPRESENTATIVES OF BOTH CUSTOMER AND JUMP TECHNOLOGY SERVICES AND
EFFECTIVE AS OF THE DATE WHEN SIGNED BY BOTH PARTIES.

JUMP Technology Services, LLC

By: _____

Denise Brinkmeyer

Managing Member

Date signed: _____

COUNTY:

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

By: _____

Kevin Goss, Chair

Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Heidi White

Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

5/25/2022



NEAL CAIAZZO
DIRECTOR

Item 2N2
**DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN**

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 27, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 14, 2022 – CONSENT AGENDA

RE: APPROVAL OF A CONTRACT WITH QUINCY TOW SERVICE AND REPAIR
FOR VEHICLE MAINTENANCE, TOWING, AND REPAIR SERVICES

It is Recommended that the Board of Supervisors

Approve and authorize the Board Chair to sign an agreement with Quincy Tow Service for vehicle maintenance and repair for FY 2022-2023 not to exceed \$9,999.00.

Background and Discussion

The Department of Social Services is responsible for transporting children and families as well as staff. It is imperative that our vehicles are functioning properly. The Department of Social Services annually executes contracts for vehicle maintenance and repair.

Financial Impact

Funds have been appropriated in the proposed Department budget to cover the cost of this agreement.

Other Agency Involvement

County Counsel has reviewed the agreement and approved it as to form.

Copies (cover memo only): DSS Management Staff

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Quincy Tow Service and Repair Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine Hundred Ninety-Nine Dollars (\$9,999.00).
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 Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

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

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

County:

Department of Social Services/Public Guardian
County of Plumas
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Christine Renteria

Contractor:

Quincy Tow Service & Repair
180 Nugget Lane
Quincy, CA 95971
Attention: Robert Wood

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

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

CONTRACTOR:

Quincy Tow Service and Repair, Inc., a
California corporation

By: _____
Name: Robert Wood
Title: CEO
Date signed: _____

By: _____
Name: Doreen Wood
Title: CFO
Date signed: _____

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Purchasing Agent
Date signed: _____

Approved as to form:


 _____ 5/25/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
 - a. Towing of County Vehicles for transport/repair.
 - b. Lube, oil, and filter changes (LOF).
 - c. Tire rotation.
 - d. Mounting and balancing of tires.
 - e. Vehicle alignment.
 - f. Brakes and shocks repair and replacement.
 - g. Automobile repair for electrical, computer, and mechanical purposes.
2. All Work shall be provided in accordance with industry standards for high quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$100.00 per hour.
2. Towing flat rate \$100.00 within the first 5 miles.
3. Towing rate after 5 miles is \$7.00 per mile.
4. LOF changes with inspection shall be charged at about \$58.00 to \$64.00, depending upon the make and model of vehicle, refer to quote.
6. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs, County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain county's authorization prior to continuing repairs.
7. Contractor shall be paid 10 days after receipt of invoice in accordance with the terms of the Exhibit. Contractor shall invoice County on completion of the job based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



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 27, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 14, 2022, CONSENT AGENDA

RE: RENEWAL OF CONTRACT BETWEEN THE DEPARTMENT OF SOCIAL SERVICES AND PLUMAS RURAL SERVICES FOR ASSESSMENT, INTERVENTIVE, AND CASE MANAGEMENT SERVICES FOR TANF ELIGIBLE RECIPIENTS

It is Recommended that the Board of Supervisors

Approve a contract between the Department of Social Services and Plumas Rural Services for case management services provided to TANF-eligible recipients who have alcohol and drug conditions that are barriers to seeking and accepting work.

Background and Discussion

With the enactment of Assembly Bill 1542 of 1997 (the enabling legislation for the state's CalWORKs program) the Legislature approved a separate allocation of TANF block grant funds to counties in the Budget Act which assures that mental health and substance abuse case management services are available to CalWORKs recipients. This funding is intended to provide short term intervention and remedial services to CalWORKs cash recipients when mental health and/or alcohol and drug dependency are barriers to accepting employment.

Financial Impact

The agreement before your Board today provides for total compensation for the current fiscal year not to exceed \$28,600. The funds are appropriated in the Department of Social Services approved budget plan for the current year. The source for funding this program is Department of Social Services TANF funds. There is no cost to the General Fund.

Other Agency Involvement

The agreement has been reviewed by the Office of County Counsel and they have also approved it.

Copies: PCDSS Management Staff
Michele Piller, Plumas Rural Services

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for CalWORKs TANF clients as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed TWENTY-EIGHT THOUSAND SIX HUNDRED DOLLARS (\$28,600.00).
3. Term. The term of this Agreement commences July 1, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this

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

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

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

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

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

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

shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

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

County:

Plumas County Dept. of Social Services
Neal Caiazzo, Director
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971

Contractor:

Plumas Rural Services, Inc.
Michele Piller, Executive Director
711 E. Main Street
Quincy, CA 95971

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.]**
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.
26. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

CONTRACTOR:

Plumas Rural Services, a California
Corporation

By: _____
Name: Michele Piller
Title: Executive Director
Date signed: _____

By: _____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

COUNTY:


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

By: _____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:

 _____
Joshua Brechtel
Deputy County Counsel I

5/25/2022

EXHIBIT A**SCOPE OF WORK**

The Contractor must possess and maintain a working knowledge of the current best practices in administering the CalWORKs & TANF programs and have a comprehensive understanding of the issues related to assessment, intervention and case management services to program clients. The Consultant must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

The Contractor must:

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of CalWORKs & TANF programs.
3. Maintain a commercial physical space in Plumas County for client courses.
4. Increase public awareness of the CalWORKs & TANF program goals to help parents access the assistance they need.
5. Provide assessment, intervention and case management services to CalWORKs & TANF program clients in need of these services to obtain or retain employment.
6. Participate in periodic team meetings as necessary to discuss program operations or client status.
7. Provide, on request, an assessment screening document to Plumas County Department of Social Services for parents referred to the program.

REPORTING REQUIREMENTS

The Contract will require, among other duties and responsibilities, the submission of:

1. Assessment screening documents for parents referred to the program; and
2. Participant data to the State of California as required by the programs.

EXHIBIT B**CalWORKs & TANF**

Fees are as follows:	
Fee per each Participant per hour:	\$115.00
TOTAL EXPENSES, per this Agreement, not to exceed:	\$28,600.00

Contractor will invoice County quarterly and provide backup information in support of the amount invoiced. The backup information will detail the number of sessions provided, as well as detailed expenses.



**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 27, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 14, 2022, CONSENT AGENDA

RE: APPROVE AN AMENDMENT TO AGREEMENT WITH THE PLUMAS CRISIS
INTERVENTION AND RESOURCE CENTER FOR HOUSING SUPPORT FOR
HOMELESS CalWORKs RECIPIENTS

It is Recommended that the Board of Supervisors

Approve an amendment to the agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center increasing the amount to \$372,962. Authorize the Board Chair to sign the contract.

Background and Discussion

A critical element in promoting self-sufficiency for families who receive CalWORKs is to assure that they have stable housing. A family can have great difficulty meeting their employment goals when they do not have permanent and secure housing. For that reason, the state has initiated a housing support program for families receiving CalWORKs benefits.

The CalWORKs Housing Support Program has, as its goal, fostering housing retention and assisting CalWORKs families in finding and keeping permanent housing. The program includes providing comprehensive wraparound services to support maintaining housing stability. Because stable housing is critical to achieving self-sufficiency, the program includes individually tailored case management services.

Financial Impact

The amendment to the agreement calls for compensation not to exceed \$372,962 per year for case management and supportive services. Funds to support this agreement include federal and state funds, and county 2011 Realignment funds. The program is budgeted. It does not impact the County General Fund.

Other Agency Involvement

County Counsel has reviewed the agreement and approved it as to form.

Copy: DSS Management

Enclosure

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND PLUMAS CRISIS INTERVENTION AND RESOURCE
CENTER

This First Amendment to Agreement (“Amendment”) is made on May 25, 2022, between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services, (“COUNTY”) and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (“CONTRACTOR”), who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. COUNTY and CONTRACTOR have entered into a written Services Agreement dated July 1, 2021, (the “Agreement”), in which CONTRACTOR agreed to administer the CalWORKS Housing Support Program (HSP) for Plumas County.
 - b. Because the COUNTY requires a greater amount of services from CONTRACTOR than originally anticipated, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Section 2 is amended in its entirety to read as follows:
 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 Three Hundred Seventy Two Thousand Nine Hundred Sixty Two Dollars (\$372,962.00).
 - b. Section 3 is amended in part to read as follows:
 3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2024, unless terminated earlier as provided herein.

[Continued on following page]

2. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2021, shall remain unchanged and in full force and effect.

CONTRACTOR:

Plumas Crisis Intervention and Resource Center
(PCIRC), a California Corporation

By: _____
Name: SCOTT MCCALLUM
Title: EXECUTIVE DIRECTOR
Date signed: _____

COUNTY:

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

By: _____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

5/25/2022



NEAL CAIAZZO
DIRECTOR

**DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN**

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 18, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD ITEM FOR JUNE 14, 2022, CONSENT AGENDA

RE: APPROVE A CONTRACT WITH APRIL BAY, Ph.D. TO PROVIDE PSYCHOLOGICAL
EVALUATIONS AND WRITTEN REPORTS FOR DESIGNATED ADULTS AND/OR
THEIR CHILDREN WHO ARE IN THE CHILD WELFARE SYSTEM

It is Recommended that the Board of Supervisors

Approve a contract agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system.

Background and Discussion

When children come into the Child Welfare system because they have been abused or neglected the Juvenile Court may, at its discretion, determine that there is a need for a psychological evaluation of the child's parent(s). Under some circumstances it becomes necessary to seek such evaluations from a source that is outside the county system. This could occur, for example, if the County Behavioral Health Department has a conflict because they've had prior contact with the family for other reasons. When this occurs, the Department has relied on independent contractors to undertake this work.

The matter that is before your Board is to approve an agreement with April Bay, Ph.D. to assist the Department with some of these evaluations. Ms. Bay has had an existing relationship with the Department in this capacity for several years.

It is recommended that the Board approve the enclosed agreement and authorize the Director of the Department of Social Services to sign the agreement as the Board's designee. Additionally, it is requested that the Department be authorized to execute up to three additional extensions of the agreement at the end of each term subject to an agreement between the parties regarding compensation.

Financial Impact

In accordance with the contract terms, the Department will compensate Ms. Bay at the rate of \$3,500 for each psychological evaluation and \$5,500 for each complex parental capacity evaluation. Should there be additional children involved, there would be a requirement for an additional \$500 for each. The maximum compensation available for the current term is not to exceed \$25,000.

There is sufficient funding in the Department's budget appropriation for Professional Services to cover the cost of this agreement for the current term. Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed agreement and has approved it as to form.

Copies: DSS Management Staff (cover memo only)

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and April Bay, Ph.D., an individual (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 not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).
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 Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. (NPI #1942492368)
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of

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

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

County:

Plumas County Dept. of Social Services
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

April Bay, Ph.D.
540 W. Plumb Ln, Suite #120
Reno, NV 89509

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.

22. 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.
23. 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.]**

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

CONTRACTOR:

April Bay, Ph.D., an Individual

By: _____
Name: April Bay, Ph.D.
Title: Owner
Date signed: _____

COUNTY:

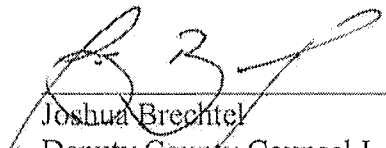
County of Plumas, a political subdivision of
the State of California

By: _____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Heidi White, Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

4/29/2022

EXHIBIT A

Scope of Work

-
1. Contractor shall provide to County complex parental capacity evaluations or psychological evaluations and written reports for designated adults or children, which may include testing, observation, and/or consultation with the client. Tests to be administered will be determined by the Contractor in consultation with the assigned social worker, based on the individual needs of each client. Contractor may also consult with the client's care provider, the assigned social worker, and other agency professionals as deemed necessary by the Contractor.
 2. Contractor shall provide a written report with results of evaluations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Child Protective Services.

EXHIBIT B

Fee Schedule

-
1. Psychological Evaluation: \$3,500.00 per evaluation, including written report.
 2. Parental Capacity Evaluation: \$5,500.00 per evaluation, including written report.
 - a. \$500.00 fee for each child, as related to parental capacity evaluations only.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: MAY 18, 2022

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 14, 2022, CONSENT AGENDA

RE: RENEW A CONTRACT WITH PLUMAS RURAL SERVICES FOR
FAMILY THERAPY FOR CHILDREN AND FAMILIES IN THE CHILD
WELFARE SYSTEM

It is Recommended that the Board of Supervisors

Approve and authorize a contract with Plumas Rural Services for family therapy services provided to children and their families who are in the Child Welfare system.

Background and Discussion

The Department of Social Services annually contracts with Plumas Rural Services (PRS) to provide interventive and supportive therapy to children and their families who are in the Child Welfare system (CWS) or who are at risk of coming into the system. Family therapy for these families is a part of the CWS System Improvement Plan. The therapy is targeted to shortening the amount of time that children are placed out of the home and/or keeping children out of the CWS system in the first place. The Department annually contracts with PRS for these services.

Financial Impact

The agreement calls for a total compensation amount that is not to exceed \$50,000 for Fiscal Year 2022-2023. The Department of Social Services approved budget for FY 2022-2023 includes funds to support this agreement. All funds are from state, federal and Realignment sources. There is no impact to the County General Fund.

Copies (memo only: DSS Management Staff)

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as “County” or “DSS”), and Plumas Rural Services (PRS), a California Corporation hereinafter referred to as “Contractor” or “PRS”.

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 FIFTY THOUSAND DOLLARS (\$50,000.00).
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 Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

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

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

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
- 12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

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

County:

Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

Plumas Rural Services
711 E. Main Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. 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.
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.
26. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By: _____
Name: Michele Piller
Title: Executive Director
Date signed: _____

COUNTY:

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

By: _____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

5/6/2022

EXHIBIT A**SCOPE OF WORK**

The Contractor must possess and maintain a working knowledge of the current best practices in CWS Therapy and have a comprehensive understanding of the issues related to case management of such services. The scope of work includes intake and assessments with CWS parents and intensive weekly therapy sessions as well as intake and assessments with Probation parents and/or children and intensive weekly therapy. The Contractor must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

The Contractor must:

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of CWS Therapy.
3. Maintain a commercial physical space in Plumas County for client courses or provide for participation by countywide virtual means.
4. Provide intake and assessment sessions to program clients in need of these services and as referred by the Department of Social Services.
5. Provide therapy sessions within the scope of CWS Therapy to meet case plan goals.

REPORTING REQUIREMENTS

The Contract will require, among other duties and responsibilities, the submission of:

1. Required pre and post CWS Therapy Surveys;
2. Quarterly implementation report which must include at least the following:
 - a. Evaluation of services;
 - b. Analysis of progress toward previously established goals and outcomes;
 - c. Changes in staff, accreditations and training needs (if any);
 - d. Outreach activities, identified issues and responses, developing issues, and opportunities;
 - e. Number of families served during the reporting period;
 - f. Number of children served during the reporting period;
 - g. Number of parents/caregivers served during the reporting period;
 - h. Total number of therapy sessions held;
 - i. Number of entries to/exits from therapy;
 - j. Number of clients unserved with reason(s) and any identified barriers to service; and
 - k. Client demographic information upon request.
3. Annual report with year-end totals of data as required by quarterly reports, including demographic information of population served and a minimum of one client success story.

EXHIBIT B**FEE SCHEDULE**

Fees are as follows:	
Enrollment:	\$125.00
Assessment and first appointment:	\$220.00
Therapy hourly rate:	\$110.00
No show:	\$65.00
TOTAL EXPENSES, per this Agreement, not to exceed:	\$50,000.00

Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. The backup information will detail the number of sessions provided, as well as detailed expenses.



Item 2N7
**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 18, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 14, 2022, CONSENT AGENDA

RE: APPROVE A CONTRACT BETWEEN THE DEPARTMENT OF SOCIAL
SERVICES AND PLUMAS RURAL SERVICES FOR PROVIDING IN-HOME
PARENTING CLASSES

It is Recommended that the Board of Supervisors

Approve a contract between the Department of Social Services and Plumas Rural Services Nurturing Parent In-Home classes offered to parents of children who are in the Child Welfare system. Not to exceed \$56,000.

Background and Discussion

Since July, 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system.

During the 15 years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans. Elements of the projects are focused on shared responsibility (typically with community based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system.

A part of CWSOIP has been a long-standing relationship with Plumas Rural Services (PRS) where PRS has provided parenting classes for parents of children who are either in the Child Welfare system or could be at risk of coming into the system. Developing skills for being a nurturing parent has been a key component of creating safe and supportive family systems that keep children out of the Child Welfare system and improve outcomes for children who are in the CWS system.

Financial Impact

Funding for this agreement comes from the Department's allocation of funds for CWS system improvement and from 2011 Public Safety Realignment. There is no cost to the County General Fund. Under the practice that is in place for these services, PRS invoices the Department periodically for the cost of services.

Other Agency Involvement

County Counsel has reviewed the proposed agreement and approved it as to form.

Copies: DSS Management (memo only)
Ms. Michele Piller, Plumas Rural Services (memo only)

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as “County” or “DSS”), and Plumas Rural Services (PRS), a California Corporation hereinafter referred to as “Contractor” or “PRS”.

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services for Nurturing Parent In-Home Classes 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 FIFTY-SIX THOUSAND DOLLARS (\$56,000.00).
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 Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor

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

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

not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

County:

Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

Plumas Rural Services
711 E. Main Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. 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.

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.
26. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By: _____
Name: Michele Piller
Title: Executive Director
Date signed: _____

COUNTY:

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

By: _____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

5/6/2022

EXHIBIT A**SCOPE OF WORK**

The Contractor must possess and maintain a working knowledge of the current best practices in the Nurturing Healthy Families In-Home curriculum and have a comprehensive understanding of the multitude of issues related to parenting and be able to draw from a variety of techniques to customize services. The Contractor must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

The Contractor must:

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of Nurturing Healthy Families In-Home services and other evidence based practices.
3. Maintain a commercial physical space in Plumas County for the 8-week client courses or provide for participation by countywide virtual means.
4. Provide 8-week sessions for In-Home Nurturing Parenting classes.
5. Provide assessment, intervention and case management services to clients in need of these services and as referred by the Department of Social Services.
6. Participate in periodic team meetings as necessary to discuss program operations or goals.
7. Provide, on request, an assessment screening document to Plumas County Department of Social Services for parents referred to the program.
8. Identify needs of referred families and develop a prioritized plan for in-home support and additional appropriate resources.
9. Provide intense, one-on-one parenting assistance for families identified and referred by Child Welfare Services. Families can receive services for a period of time identified by the Child Welfare Services social worker and as outlined in the CWS case plan.
10. Conduct curriculum within the scope of Nurturing Healthy Families In-Home classes and other evidence based practices, to enhance the skills, knowledge, and confidence of clients and other evidence based practices.

REPORTING REQUIREMENTS

The Contract will require, among other duties and responsibilities, the submission of:

1. Required pre and post Nurturing Healthy Families In-Home class surveys;
2. Quarterly implementation report which must include at least the following:
 - a. Evaluation of services;
 - b. Analysis of progress toward previously established goals and outcomes;
 - c. Changes in staff, accreditations and training needs (if any);
 - d. Outreach activities, identified issues and responses, developing issues, and opportunities;
 - e. Number of families served during the reporting period;
 - f. Number of children served during the reporting period;
 - g. Number of parents/caregivers served during the reporting period;
 - h. Total number of therapy sessions held, if applicable;
 - i. Number of entries to/exits from classes;
 - j. Number of clients unserved with reason(s) including any identified barriers to service; and
 - k. Participant demographic information upon request.
3. Annual report with year-end totals of data as required by quarterly reports, including demographic information of population served and a minimum of one Participant success story.

EXHIBIT B**PLUMAS RURAL SERVICES****Nurturing Parent In-Home Classes**

Fees are as follows:	
Fee per each Participant for 8 week course:	\$1,135.00
TOTAL EXPENSES, per this Agreement, not to exceed:	\$56,000.00

Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. The backup information will detail the number of sessions provided, as well as detailed expenses.

**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 18, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 14, 2022, CONSENT AGENDA

RE: APPROVE A CONTRACT BETWEEN THE DEPARTMENT OF SOCIAL
SERVICES AND PLUMAS RURAL SERVICES FOR LIFE SKILLS PARENTING
CLASSES

It is Recommended that the Board of Supervisors

Approve a contract between the Department of Social Services and Plumas Rural Services for Life Skills in class parenting classes offered to parents of children who are in the Child Welfare system. Not to exceed \$17,200.

Background and Discussion

Since July, 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system.

During the 14 years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans. Elements of the projects are focused on shared responsibility (typically with community based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system.

A part of CWSOIP has been a long-standing relationship with Plumas Rural Services (PRS) where PRS has provided parenting classes for parents of children who are either in the Child Welfare system or could be at risk of coming into the system. Developing life skills for being a responsible parent is a key component of creating safe and supportive family systems that keep children out of the Child Welfare system and improve outcomes for children who are in the CWS system.

Financial Impact

Funding for this agreement comes from the Department's allocation of funds for CWS system improvement and from 2011 Public Safety Realignment. There is no cost to the County General Fund. Under the practice that is in place for these services, PRS invoices the Department periodically for the cost of services.

Other Agency Involvement

County Counsel has reviewed the proposed agreement and approved it as to form.

Copies: DSS Management (memo only)

Ms. Michele Piller, Plumas Rural Services (memo only)

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for Nurturing Parenting Classes throughout Plumas County 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 \$17,200.00 (SEVENTEEN THOUSAND TWO HUNDRED DOLLARS).
3. Term. The term of this Agreement commences July 1, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this

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

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

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

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

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

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

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

County:

Plumas County Dept. of Social Services
 Attention: Neal Caiazzo, Director
 270 Co. Hospital Rd., Suite 207
 Quincy, CA 95971

Contractor:

Plumas Rural Services, Inc.
 Michele Piller, Executive Director
 711 E. Main Street
 Quincy, CA 95971

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.]**
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.
26. Force Majeure. Neither party shall be liable or responsible to the other party for delays or failures in performance resulting from the occurrence of an event which materially interferes with the ability of either party to perform under the contract, including, without limitation, acts of God; acts of war; natural disaster; declared public health emergency, including plague, epidemic, pandemic; or compliance with any law or governmental order. This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. The County will not be obligated to make payments under this contract in the event of a failure in performance due to a Force Majeure Event.

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

CONTRACTOR:

Plumas Rural Services, a California
Corporation

By: _____
Name: Michele Pillar
Title: Executive Director
Date signed: _____

COUNTY:

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

By: _____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

5/11/2022

EXHIBIT A**SCOPE OF WORK**

The Contractor must possess and maintain a working knowledge of the current best practices in the Nurturing Parenting curriculum and have a comprehensive understanding of the issues related to identifying the empathetic needs of Participants and their child(ren) and how Participants can increase the personal power of their children. The Contractor must also maintain professional relationships with the local community and other Plumas County community-based organizations and programs.

The Consultant must:

1. Make referrals to other community organizations for services as necessary.
2. Maintain an adequate level of accredited staff that are competent in their awareness of Nurturing Parenting.
3. Maintain a commercial physical space in Plumas County for client courses or provide for participation by countywide virtual means.
4. Provide eight (8) – week Nurturing Parenting classes to clients in need of these services and as referred by the Department of Social Services.
5. Host community professionals at parenting classes to provide caregivers with information related to critical skills and community resources.
6. Participate in periodic team meetings as necessary to discuss program operations or goals.
7. Increase public awareness of the Nurturing Parenting goals to help parents become positive change agents for their children, set example of positive behavior and enhance the community's capacity to support at-risk children and their families.
Provide information through quarterly community events, networking, and social media on Nurturing Parenting classes as an evidence-based multi-level parenting and family support strategy.
8. Conduct curriculum within the scope of Nurturing Parenting to enhance the skills, knowledge, and confidence of clients, including, but not limited to:
 - Increasing knowledge of age-appropriate expectations
 - Learning the difference between Praise for Being and Praise for Doing
 - Learning the importance of getting their and their child(ren)'s needs met
 - Developing family morals, values and rules
 - Establishing and utilizing empathic discipline strategies
 - Managing stress and anger and setting an example for their children to follow

REPORTING REQUIREMENTS

The Contract will require, among other duties and responsibilities, the submission of:

1. Required pre and post Nurturing Parenting class surveys;
2. Quarterly implementation report which must include at least the following:
 - a. Evaluation of services;
 - b. Analysis of progress toward previously established goals and outcomes;
 - c. Changes in staff, accreditations and training needs (if any);
 - d. Outreach activities, identified issues and responses, developing issues, and opportunities;

- e. Number of families served during the reporting period;
 - f. Number of children served during the reporting period;
 - g. Number of parents/caregivers served during the reporting period;
 - h. Total number of therapy sessions held;
 - i. Number of entries to/exits from therapy;
 - j. Number of clients unserved with reason(s) and barriers to services, if identified;
 - k. Participant demographic information upon request.
3. Annual report with year-end totals of data as required by quarterly reports, including demographic information of population served and a minimum of one Participant success story.

EXHIBIT B**Nurturing Parenting Classes Countywide**

Fees are as follows:	
Fee per each Participant for 8 week Class:	\$225.00
TOTAL EXPENSES, per this Agreement, not to exceed:	\$17,200.00

Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. The backup information will detail the number of sessions provided, as well as detailed expenses.



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 18, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 14, 2022, CONSENT AGENDA

RE: REQUEST TO DELEGATE AUTHORITY TO THE BOARD CHAIR TO EXECUTE
A CONTRACT WITH GLENN COUNTY HUMAN RESOURCES AGENCY FOR
CHILD WELFARE CWS/CMS COMPUTER TRAINING

It is Recommended that the Board of Supervisors

Delegate authority to the Board Chair to execute an annual contract with the Glenn County Human Resources Agency (HRA) for Child Welfare Core and CWS/CMS computer training.

Background and Discussion

In the enclosed memorandum to the Office of County Counsel, the Department has provided background information regarding our annual agreement with Glenn County HRA for CWS Core and CWS/CMS computer training. Consequently, the Board is asked to delegate authority to sign this agreement to the Board Chair. It is noted that no funds change hands directly as a result of this agreement. Instead, funds designated for CWS training are sent directly from the state to Glenn County.

Other Agency Involvement

The Office of County Counsel has approved the agreement as to form.

Copy: DSS Management Staff (memo only)

Enclosures

**CONTRACT BETWEEN PLUMAS COUNTY THROUGH ITS
DEPARTMENT OF SOCIAL SERVICES
AND THE COUNTY OF GLENN
FOR CWS/CMS STAFF TRAINING
FYs 22-23, 23-34, 24-25**

This agreement is entered into by and between the County of Plumas, through its Department of Social Services ("County"), and Glenn County, through its Health and Human Services Agency ("Contractor") for the purpose of providing CWS/CMS staff training.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

A. Services

Provide Child Welfare Services/Case Management System (CWS/CMS) training to County staff; see Exhibit A, List of Classes, which is incorporated by reference.

B. Confidentiality

The intent of this contract is for the Contractor to provide CWS/CMS staff training. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

Contractor shall require all employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and MPP Division 19, which provide that:

1. All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

2. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

3. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

C. Changes in Regulations

Within ten (10) days of County's notification to Contractor of a change in California Department of Social Services regulations affecting contract activities, Contractor shall notify County in writing of its choice of one of the following options:

1. Indicate that Contractor's operations are currently in compliance with the proposed change as specified;
2. Indicate that Contractor is in the process of modifying operations to comply with the proposed change and will complete these modifications and be in compliance within 30 days of notification by County; or
3. Terminate this contract with County. Contractor maintains the option to seek modification of the terms of this contract materially affected by a regulation or guideline change.

D. Record Keeping/Reporting

Contractor shall maintain books, records, receipts, documents, and other evidence pertaining to all costs and expenses incurred pursuant to this contract and provide original documents of same to County upon request. Those records shall be kept for a period of at least three years after termination of this contract, or until all audits for compliance with terms, conditions and specifications of the contract are completed, whichever is later. Those records shall be open for audit and review by County, state and federal agencies.

Contractor shall develop and maintain detailed records concerning the services provided pursuant to this contract. Those records shall be in a form acceptable to County. At a minimum, Contractor shall maintain a log of the dates and hours spent providing the services described in Section I. A., of this contract.

Contractor shall provide all information necessary for reports required by County, state, or federal government. Contractor shall fully cooperate with County in providing any information needed by any government entity concerning this contract.

E. Compliance with Laws

Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

2. RESPONSIBILITIES OF COUNTY

- A. Ensure County staff attend training as scheduled by County, and notify Contractor, in a timely manner, if staff is unable to attend pre-arranged training.

- B.** County shall pay Contractor invoices upon Contractor's submission of complete and approved semi-annual billings.
- C.** County shall monitor performance of Contractor to assure compliance with the terms, conditions and specifications of this agreement.

3. COMPENSATION

Contractor shall invoice County on a semi-annual basis for participation in the CWS/CMS lab consortium. County share shall be based upon County Fiscal letter 11-12-18, dated September 16, 2011, as issued by the California Department of Social Services (reference page 42, Attachment E-1b, CWS/CMS Staff Development). The County share shall be five thousand sixty-four dollars (\$5,064) per fiscal year.

4. BILLING AND PAYMENT

Contractor shall submit to County a semi-annual statement of the amount due pursuant to the terms and conditions of this agreement. County share will be payable upon receipt and County will endeavor to make payment to Contractor within thirty (30) days of receipt of complete invoices from the Contractor to the County and approval and acceptance by the County of work billed.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2022, and shall terminate June 30, 2025.

6. TERMINATION OF AGREEMENT

- A.** If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to Contractor.
- B.** Either party may terminate this agreement on 30-day written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice.
- C.** County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.
- D.** Should this contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, charts and other documents prepared by Contractor pursuant to this contract.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers compensation insurance plan nor shall Contractor be eligible for any other County benefit.

9. MUTUAL INDEMNIFICATION

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

Tax Indemnification: Provider and/or Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Provider and/or Contractor's Independent Provider and/or Contractor's status that would establish a liability for failure to make social security or income tax withholding.

10. INSURANCE

Contractor is self-insured and shall continuously maintain coverage at established limits as evidenced by the Certificate of Coverage.

11. SUBCONTRACTORS

Contractor will not subcontract any services without the prior written consent of the County and approval of the subcontract as to form by the Office of the County Counsel, Plumas County. Any subcontract entered into with Contractor without prior written consent of the County and approval by the Office of the County Counsel, Plumas County shall be void. Contractor and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Contractor and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of the County and approval by the Office of the County Counsel.

Any individuals and entities that provide services as subcontractors to Contractor under this contract will provide and maintain in full force and effect while operating under the terms of this agreement a comprehensive general liability insurance, and/or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

A. Certificates of Insurance – Subcontractor

A subcontractor, prior to providing services as defined under this contract, shall provide Contractor a Certificate of Insurance as evidence of insurance protection provided. Insurance certificates provided by an insurance company or underwriter containing the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language, are unacceptable.

In addition, Subcontractors shall provide Contractor a certificate of liability, workers' compensation and other insurance that may be required.

12. CONTROLLING LAW VENUE

This Agreement is made in the County of Glenn, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Glenn.

13. WAIVER

No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

A. EFFECT OF REFUSAL

It is understood and agreed by the parties hereto that this Agreement is subject to the review and approval of the Plumas County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into this Agreement, then it is agreed that there is, in fact, no binding Agreement, either written or oral, between the parties herein.

B. PARTIAL INVALIDITY

If any provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the provision and /or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

14. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, national origin, religion, sex, age, marital status, sexual orientation, political affiliation or disability.

15. NOTICES

Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be sent first-class mail to the following addresses:

If to County:

Neal Caiazzo, Director
Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971

If to Contractor:

Administration
Glenn County Health and Human Services Agency
P.O. Box 611
Willows, CA 95988
Phone: (530) 934-1439
Fax: (530) 934-6521
Email: admin@countyofglenn.net

Notice shall be deemed to be effective two days after mailing.

16. ASSURANCE OF COMPLIANCE

Contractor shall comply with the Vendor Assurance of Compliance Agreement as required by the California Department of Social Services, which is attached hereto as Exhibit B and made a part of this agreement.

SIGNATURES APPEAR ON THE NEXT PAGE

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

COUNTY OF PLUMAS

COUNTY OF GLENN

By: _____
Kevin Goss, Chair
Board of Supervisors

Date:

By: _____
Christine Zoppi, Director
Glenn County Health and Human
Services Agency
Date:

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

By: _____
Scott De Moss, County Administrative
Officer
Date:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

APPROVED AS TO FORM:

William J. Vanasek, County Counsel
Glenn County, California

Exhibits:

Exhibit A – List of Classes

Exhibit B – Vendor Assurance of Compliance

Health and Human Services Agency:

- ☐ Approved by Deputy Director Administration _____
- ☐ Approved by Deputy Director Program _____
- ☐ Approved by Fiscal Manager _____

LIST OF CLASSES

Courses that can be covered in workshops and training in Glenn County at the Orland site, as well as county specific requests, with integrated computer and CWS skills training;

- Adoptions in CWS/CMS
- Business Intelligence 4.2
- Creating Case Plans in CWS/CMS
- CWS Clerical Support Staff Training: Contact and Service Provider - Day 3 (Morning)
- CWS Clerical Support Staff Training: Court Hearing Process - Day 2 (Afternoon)
- CWS Clerical Support Staff Training: Foster Home Placement - Day 2 (Morning)
- CWS Clerical Support Staff Training: Health and Education Pages - Day 3 (Afternoon)
- CWS Clerical Support Staff Training: Introduction to CWS/CMS and Computer Skills - Day 1 (Morning)
- CWS Clerical Support Staff Training: Referral Intake Process - Day 1 (Afternoon)
- CWS/CMS Contacts
- CWS/CMS for Intermediate Users
- CWS/CMS for New Users
- CWS/CMS for Supervisors and Managers
- CWS/CMS Health and Education Passport
- CWS/CMS Help Desk
- CWS/CMS Placement
- CWS/CMS related to ICWA
- CWS/CMS Resource Management
- Intermediate Business Objects (Webi) for CWS/CMS
- Petition Writing in CWS/CMS
- SafeMeasures Advanced
- SafeMeasures Basic Navigation
- SafeMeasures Training/Updates
- Writing 366.26 Hearing and Post-Permanency Planning Reviews in CWS/CMS
- Writing Family Reunification and Maintenance Reports in CWS/CMS
- Writing Jurisdiction and Disposition Reports in CWS/CMS

**VENDOR ASSURANCE OF COMPLIANCE WITH
THE PLUMAS COUNTY
DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: Glenn County Health and Human Services Agency

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended ;the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j);California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and

accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Christine Zoppi, Director
Glenn County Health and Human
Services Agency

CR50-Vendor Assurance of Compliance (8/13/01)

BECKWOURTH COUNTY SERVICE AREA
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135
John Mannle, P.E. *County Engineer and Manager, BCSA*

AGENDA REQUEST

for the June 14, 2022 meeting of the Plumas County Board of Supervisors

Date: June 6, 2022

To: Honorable Governing Board

From: John Mannle, Manager, Beckwourth CSA



Subject: Approval of Payments to Plumas Sanitation for Emergency Repair of BCSA Sewer Pump without a Contract

BACKGROUND:

On May 18, 2022, the Beckwourth CSA operator reported that the pump station had become clogged again. After repeated attempts to reverse the pump direction in hopes of dislodging the debris it was determined that a plumber was needed to physically remove the debris. Plumas Sanitation was called to pump the wet well to keep it from overflowing and causing a spill. Plumas Sanitation pumped the wet well on May 18th, 19th and 20th.

Plumas Sanitation invoice was received May 24th, 2022 for total of \$4,830, which included pumping the wet well over three days to prevent a sewer overflow and spill and pumping the wet well to allow plumbers to complete repairs.

RECOMMENDATION

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Plumas Sanitation totaling \$4,830 without a contract and to ratify all approved emergency repair work performed to date.

Attachment: Plumas Sanitation Invoice

Plumas Sanitation, Inc.

CA License #958997

73762 Industrial Dr.

Portola, CA 96122

Phone (530) 832-0370

Fax (530) 832-0373

Invoice

Number: 20159

Date: 24-May-2022

P.O. Number:

Job Description:

Order Num: 20159

Serviced 20-May-2022

BILL TO: 15

Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

JOB SITE

Rob
Beckwouth Lift Pump
Beckwourth, CA 96126

Quantity	ServiceType	Amount	Tax	Extension
1	Septic Tank Pumping 5/18/22 - 2200gal	\$770.00	No	\$770.00
1	Septic Tank Pumping 5/19/22 - 7000gal	\$2,450.00	No	\$2,450.00
1	Septic Tank Pumping 5/20/22 - 4600gal	\$1,610.00	No	\$1,610.00

Taxable Amount	Tax Rate	Tax	Description	Subtotal NonTaxed:	\$4,830.00
\$0.00	0	\$0.00		Subtotal Taxable:	\$0.00
				Subtotal Tax:	\$0.00
Payment Terms	Payment	Adjustment	Late Charge		
Net 30	\$0.00	\$0.00	\$0.00	Please Pay:	\$4,830.00

Pump broke - Emergency pump 5/18 AM - Rob needs 1 load Thurs and on Fri AM pump all the way down for plumber to do repairs

Will leave gate open so we can access when we can

You are a valued customer!

All outstanding balances subject to a finance charge computed at a periodic rate of 1.5% per month after 30 days delinquent.

From: Please detach here and return the bottom portion with your payment.

Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Order No.	Invoice No.	Date	Amount Due
20159	20159	24-May-2022	\$4,830.00

To:**Plumas Sanitation, Inc.**

CA License #958997

73762 Industrial Dr.

Portola, CA 96122

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6249 • FAX (530) 283-6442
MARTEE GRAHAM ACTING • AUDITOR / CONTROLLER



Date: 6/6/2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: MARTEE GRAHAM- ACTING AUDITOR/CONTROLLER

SUBJECT: Authorize the Auditor/Controller to recruit and fill 1.0 FTE position of Payroll Specialist I/II. The Payroll Specialist I/II became vacant due to a promotion of the current Payroll Specialist II on 4/15/2022.

Recommendation:

Authorize the Auditor/Controller to recruit and fill the position of Payroll Specialist I/II. The Payroll Specialist I/II became vacant due to a promotion of the current Payroll Specialist II on 4/15/2022. This position is critical to ensure payroll is processed timely and payroll taxes are paid. This position will also be heavily involved in the payroll conversion to Munis.

MARTEE GRAHAM
Plumas County Acting Auditor/Controller

AUDITOR CONTROLLER DEPARTMENT

PAYROLL SPECIALIST I OR II

ATTACHMENT - CRITICAL STAFFING REQUEST FORM

Consequences of not filling position:

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

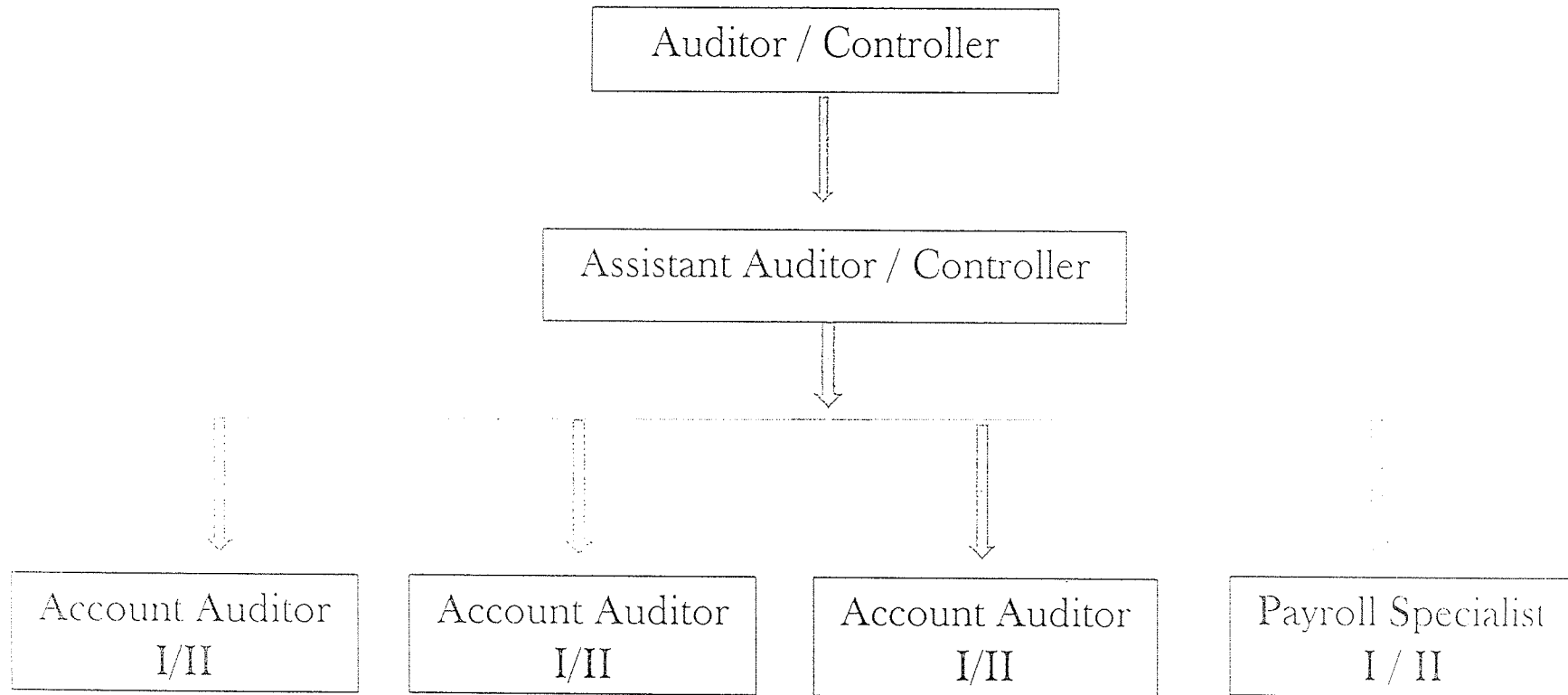
Anticipated Salary:

The base salary range for Payroll Specialist I: \$45,281.60 to \$53,760

The base salary range for Payroll Specialist II: \$49,940.80- \$59,256

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

Auditor Department Organizational Chart



PAYROLL SPECIALIST I

DEFINITION

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

DISTINGUISHING CHARACTERISTICS

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

REPORTS TO

Auditor/Controller or Payroll Specialist II

CLASSIFICATION DIRECTLY SUPERVISED

None

PAYROLL SPECIALIST I - 2

EXAMPLES OF DUTIES

- Updates payroll records by reviewing and approving changes in exemptions, insurance coverage, savings deductions, and job titles, and department/ division transfers in coordination with the Human Resources Payroll Specialist.
- Pays employees by directing the production and issuance of paychecks or electronic transfers to bank accounts.
- Prepares reports by compiling summaries of earnings, taxes, deductions, leave, disability, and nontaxable wages.
- Determines payroll liabilities by approving the calculation of employee federal and state income and social security taxes, and employer's social security, unemployment, and workers compensation payments.
- Balances the payroll accounts by resolving payroll discrepancies.
- Provides payroll information by answering questions and requests.
- Follows payroll guidelines and makes recommendations for updating policies and procedures.
- Complies with federal, state, and local legal requirements by studying existing and new legislation; enforcing adherence to requirements; advising management on needed actions.
- Maintains employee confidence and protects payroll operations by keeping information confidential.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.
- Completes operational requirements by scheduling and assigning employees; following up on work results.
- Receives employee time cards and inputs information into the payroll system, checking for errors and needed corrections.
- Communicates with other County staff regarding potential problems with submitted payroll data.
- Calculates and issues deductions checks, along with the electronic federal tax payment system.
- Produce payroll reports for all departments
- Prepares a wide variety of reports for health plans, dental plans, vision care, deferred compensation, and other information required on a bi-weekly basis.
- Prepares and balances the PERS report and submits within required time limits.
- Assists with preparation of current payroll tax deposits and quarterly payroll tax returns.
- Balances cash with all payroll accounts payable for all deduction codes.

PAYROLL SPECIALIST I – 3

EXAMPLES OF DUTIES – continued:

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

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

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

Ability to:

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

PAYROLL SPECIALIST I - 4

Ability to – continued:

- Deal tactfully and courteously with a variety of different people in providing information and resolving payroll problems.
- Establish and maintain cooperative working relationships.

Training and Experience:

Qualifications needed for this position:

Two (2) years' experience processing payroll, including some experience in financial and statistical recordkeeping, including experience in maintaining payroll and retirement systems records,

OR

Graduation from accredited College or University with an Associate's Degree in Accounting, with one (1) year of payroll processing or clerical accounting experience which required close attention to detail.

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

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

PAYROLL SPECIALIST II

DEFINITION

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

DISTINGUISHING CHARACTERISTICS

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

REPORTS TO

Auditor/Controller

CLASSIFICATIONS DIRECTLY SUPERVISED

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

PAYROLL SPECIALIST II - 2

EXAMPLES OF DUTIES

- Maintains payroll information by designing systems; directing the collection, calculation, and entering of data.
- Updates payroll records by reviewing and approving changes in exemptions, insurance coverage, savings deductions, and job titles, and department/ division transfers in coordination with the Human Resources Payroll Specialist.
- Pays employees by directing the production and issuance of paychecks or electronic transfers to bank accounts.
- Prepares reports by compiling summaries of earnings, taxes, deductions, leave, disability, and nontaxable wages.
- Determines payroll liabilities by approving the calculation of employee federal and state income and social security taxes, and employer's social security, unemployment, and workers compensation payments.
- Balances the payroll accounts by resolving payroll discrepancies.
- Provides payroll information by answering questions and requests.
- Maintains payroll guidelines by writing and updating policies and procedures.
- Complies with federal, state, and local legal requirements by studying existing and new legislation; enforcing adherence to requirements; advising management on needed actions.
- Maintains employee confidence and protects payroll operations by keeping information confidential.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.
- Completes operational requirements by scheduling and assigning employees; following up on work results.
- Receives employee time cards and inputs information into the payroll system, checking for errors and needed corrections.
- Communicates with other County staff regarding potential problems with submitted payroll data.
- Calculates and issues deductions checks, along with the electronic federal tax payment system.
- Produce payroll reports for all departments
- Prepares a wide variety of reports for health plans, dental plans, vision care, deferred compensation, and other information required on a bi-weekly basis.
- Prepares and balances the PERS report and submits within required time limits.
- Prepares current payroll tax deposits and quarterly payroll tax returns.
- Balances cash with all payroll accounts payable for all deduction codes.
- Coordinate and track retiree health insurance benefits including the appropriate statements balance on a monthly basis.

PAYROLL SPECIALIST II – 3

EXAMPLES OF DUTIES — continued:

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

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

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

Knowledge of – continued:

- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work

Ability to:

- Performs a wide variety of difficult and complex financial and statistical work required for County Payroll.
- Use independent judgement and discretion in implementing various programs
- Interpret and apply rules, laws, and policies governing payroll administration.
- Assemble and analyze information and prepare written reports and records in a clear and concise manner.
- Reconcile discrepancies in payroll and financial records.
- Perform required mathematical calculations quickly and accurately.
- Operate a variety of computing and office equipment.
- Deal tactfully and courteously with a variety of different people in providing information and resolving payroll problems.
- Establish and maintain cooperative working relationships.

Training and Experience:

Qualifications needed for this position:

Two (2) years of experience comparable to a Payroll Specialist I with Plumas County,

OR

Equivalent completion of courses required for a Bachelor's degree in Accounting with two (2) years of responsible office and administrative experience in a local government payroll office.

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

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

**County of Plumas
Pay Schedule**

Effective as of 03/15/2022 per Board of Supervisors Resolution No. 2022-8674; revised as of 04/05/2022 per Resolution No. 2022-8681
and 04/12/2022 per Resolution No. 2022-8683 and adopted by the Board as of April 19, 2022 per Resolution No. 2022-8686

CONFIDENTIAL EMPLOYEE UNIT

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
ACCOUNTANT	\$19.97	\$20.97	\$22.03	\$23.13	\$24.29	\$25.52	\$26.80	\$28.14	\$29.56	\$31.04
ACCOUNTANT AUDITOR 1	\$22.58	\$23.71	\$24.90	\$26.15	\$27.46	\$28.83	\$30.27	\$31.80	\$33.38	\$35.07
ACCOUNTANT AUDITOR 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78	\$33.36	\$35.03	\$36.80	\$38.63
ASSISTANT AUDITOR/CONTROLLER	\$28.78	\$30.22	\$31.74	\$33.33	\$35.00	\$36.77	\$38.60	\$40.54	\$42.57	\$44.70
ASST RISK MGR/SAFETY OFFICER	\$26.93	\$28.28	\$29.69	\$31.18	\$32.75	\$34.39	\$36.11	\$37.93	\$39.81	\$41.81
CHIEF DEPUTY AUDITOR	\$27.45	\$28.82	\$30.26	\$31.79	\$33.37	\$35.06	\$36.82	\$38.65	\$40.60	\$42.64
DEPUTY COUNTY COUNSEL 1	\$33.10	\$34.76	\$36.49	\$38.32	\$40.24	\$42.26	\$44.38	\$46.61	\$48.94	\$51.39
DEPUTY COUNTY COUNSEL 2	\$34.78	\$36.51	\$38.35	\$40.26	\$42.28	\$44.40	\$46.63	\$48.96	\$51.41	\$53.99
DEPUTY COUNTY COUNSEL 3	\$40.26	\$42.28	\$44.40	\$46.63	\$48.96	\$51.41	\$53.99	\$56.69	\$59.54	\$62.50
FISCAL SUPPORT COORDINATOR	\$18.81	\$19.75	\$20.75	\$21.79	\$22.89	\$24.05	\$25.25	\$26.52	\$27.85	\$29.23
HR PAYROLL SPECIALIST 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83	\$29.21	\$30.69	\$32.23	\$33.85
HR PAYROLL SPECIALIST 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20	\$30.68	\$32.22	\$33.84	\$35.53	\$37.32
HUMAN RESOURCES ANALYST 1	\$22.57	\$23.70	\$24.89	\$26.14	\$27.45	\$28.82	\$30.26	\$31.79	\$33.37	\$35.06
HUMAN RESOURCES ANALYST 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78	\$33.36	\$35.03	\$36.80	\$38.63
HUMAN RESOURCES TECHNICIAN 1	\$17.49	\$18.37	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45	\$24.64	\$25.87	\$27.16
HUMAN RESOURCES TECHNICIAN 2	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45	\$24.64	\$25.87	\$27.16	\$28.54	\$29.97
HUMAN RESOURCES TECHNICIAN 3	\$20.46	\$21.48	\$22.56	\$23.69	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78
LEAD FISCAL & TECH SERV ASST	\$16.68	\$17.52	\$18.40	\$19.32	\$20.30	\$21.31	\$22.38	\$23.50	\$24.68	\$25.92
MANAGEMENT ANALYST 1	\$22.57	\$23.70	\$24.89	\$26.14	\$27.45	\$28.82	\$30.26	\$31.79	\$33.37	\$35.06
MANAGEMENT ANALYST 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25	\$31.78	\$33.36	\$35.03	\$36.80	\$38.63
PARALEGAL 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83	\$29.21	\$30.69	\$32.23	\$33.85
PARALEGAL 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20	\$30.68	\$32.22	\$33.84	\$35.53	\$37.32
PARALEGAL 3	\$27.52	\$28.91	\$30.35	\$31.88	\$33.48	\$35.16	\$36.92	\$38.78	\$40.72	\$42.76
PAYROLL SPECIALIST 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50	\$27.83	\$29.21	\$30.69	\$32.23	\$33.85
PAYROLL SPECIALIST 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20	\$30.68	\$32.22	\$33.84	\$35.53	\$37.32
SYSTEMS ANALYST 1	\$26.15	\$27.46	\$28.83	\$30.27	\$31.80	\$33.38	\$35.07	\$36.84	\$38.67	\$40.62
SYSTEMS ANALYST 2	\$28.78	\$30.22	\$31.74	\$33.33	\$35.00	\$36.77	\$38.60	\$40.54	\$42.57	\$44.70

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Sharon Sousa, MFT, Interim-Director

DATE: June 14, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa, Behavioral Health Interim - Director

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 Behavioral Health Therapist I/II/Senior position.

Recommendation

1. Approve the filling of the vacant, allocated position of 1.0 FTE Behavioral Health Therapist I/II/ Senior within Department 70570 and 70571, which was already allocated and funded in the 2021-2022 budget year.

Background and Discussion

The Behavioral Health Department is requesting approval to fill the allocated and funded, 1.0 FTE Behavioral Health Therapist I/II/Senior position which was created due to promotion. The position will be filled without the use of any General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the position outlined in this letter.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCBH request to fill 1.0 FTE Behavioral Health Therapist I/ II/ Senior positions.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the need to provide an adequate number of clinical personnel to meet the ongoing needs of the community.**
- Why is it critical that this position be filled at this time? **This position needs to be filled to provide clients and citizens with a baseline level of clinical service.**
- How long has the position been vacant? **The position was vacated May 16, 2022 due to promotion.**
- Can the department use other wages until the next budget cycle? **N/A**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style.**
- What core function will be impacted without filling the position prior to July 1? **There will be a further reduction of service availability to the community. Existing clients will not receive ongoing services as good ethical practice would indicate. There will be a decrease in staff resources to provide 24-hour crisis services. New requests for services will be delayed.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There will be a possible increase in liability exposure to the county as the result of a decrease in services and additional stress on remaining staff in terms of providing adequate emergency services. A reduction of services to citizens will occur. A further decrease in staffing support will result in additional deterioration of staff moral and will risk additional staff turnover which will incur additional cost.**
- 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? **This position is funded by MediCal, Realignment, and MHSA sources. As such, funding is expected to remain stable. In the event of a considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.**

- 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? **This position does not rely on general fund support.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCBH has a reserve that would provide financial coverage if needed.**

**Plumas County Behavioral Health Department
May 2022**

**Director
VACANT**

Administrative Services Officer Vacant	Behavioral Health QA/QI Manager Jessica McGill		MHSA Coordinator Kristy Pierson		Unit Supervisor - Nursing Eliza Fletcher	AOD Program Admin Kristie Rood	Unit Supervisor Kathy Schwartz		Continuing Care Coordinator Jacque Martinez-Blanton
Fiscal Officer Kyle Hardee	Systems Analyst Sam Schopplein	Office Supervisor Nikki Smalley	BH Supervising Site Coordinator VACANT	Case Management Specialist I/II/III Anne Nielson	Behavioral Health LVN Jessica Ayotte	BH Case Management Specialist I/II/III Jeff Achilles	BH Therapist I/II Matt Ward	BH Therapist I/II VACANT	BH Case Management Specialist I/II/III Paige Connell
Management Analyst Che Shannon	Case Management Specialist I/II/III Wynae Hagwood	Clinical Records Specialist Robert McGill	BH Site Coordinator VACANT		LVN VACANT	BH Case Management Specialist I/II/III Christina Caires	BH Therapist I/II Carrie Little	BH Therapist I/II Eric Fletcher-Chavez	BH Case Management Specialist I/II/III Ingrid Tande
Support Services Technician Sam Chandler	BH Therapist I/II VACANT	Administrative Assistant I/II Amy Miller	BH Site Coordinator VACANT				BH Therapist I/II Gary Sanderson	BH Therapist I/II James Burkhalter	BH Case Management Specialist I/II/III Rich Johnston
Support Services Technician Wayne Lowry		Administrative Assistant I/II VACANT	BH Site Coordinator Dakota Morgenroth-Davis				BH Case Management Specialist I/II/III Desiree Erchul	BH Therapist I/II Kegan Hood*	BH Case Management Specialist I/II/III Ray Stivers
								BH Therapist I/II Juanita Lamattina*	BH Case Management Specialist I/II/III VACANT
								Extra Help Therapist Vacant	BH Case Management Specialist I/II/III Madeline Bullion
									BH Case Management Specialist I/II/III Sarah Hasse
									BH Case Management Specialist I/II/III Brittnee Wolfe

44- Funded and Allocated in 20/21
46- Allocated and Funded 21/22
10- Vacant Positions
(Pink boxes Extra Help)

BEHAVIORAL HEALTH THERAPIST I

DEFINITION

Under supervision of a licensed clinical supervisor, to provide integrated mental health and alcohol and drug counseling and treatment to individuals with qualifying mental and/or alcohol and drug conditions; serve a population of individuals that may be involved with the criminal justice system, experienced incarceration or are at risk of incarceration; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is an intern position in the Behavioral Health Therapist series, for therapists who have a Master's Degree in Social Work or Counseling Psychology and are registered with the California Board of Behavioral Sciences. Candidate must be working on accumulating supervised hours toward becoming a Licensed Marriage Family Therapist, Licensed Clinical Social Worker or a Licensed Professional Clinical Counselor. Incumbents are assigned a full range of therapeutic support duties for assigned clients.

REPORTS TO

Behavioral Health Unit Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

BEHAVIORAL HEALTH THERAPIST I - 2

EXAMPLES OF DUTIES

- Performs intake assessments and evaluation of individuals with primary mental health, primary alcohol and drug problems and individuals with co-occurring disorders.
- Formulates treatment plans that integrate mental health and alcohol and substance abuse treatment models in collaboration with individuals served.
- Coordinates care with other providers including, case managers, primary care providers, probation and the courts.
- Completes reports that inform the Court and Probation of progress and treatment challenges.
- Maintains an awareness of mental health and alcohol and drug counseling methodologies.
- Provides crisis intervention and assessment for individuals with primary mental health diagnosis, primary alcohol and substance abuse diagnosis and individuals with co-occurring disorders.
- Prepares case histories and maintains patient records.
- Documents all services in a manner proscribed by the department in a timely manner, within 72 hours of the provision of service 91% of the time.
- Makes referrals to appropriate professionals or outside agencies.
- Participates in the assessment of client needs and consults with others in developing therapeutic goals and objectives.
- Participates in mental health and alcohol and drug education program, conferences and community programs.
- Attends training conferences relevant to current mental health and alcohol and drug and co-occurring disorders.
- Performs community outreach and education assignments.
- Participates in the emergency "on-call" system on a rotating basis.
- Operates a personal computer and effectively utilizes an electronic health records system.
- Conducts recovery activities, case management, and completes related work as required.
- Understands State and Federal laws regarding privacy, confidentiality and security.

TYPICAL PHYSICAL REQUIREMENTS

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

BEHAVIORAL HEALTH THERAPIST I - 3

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or community environment; continuous contact with staff and the public. This position may require routine driving to locations throughout the county for the performance of work.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, procedures, techniques, and trends for the counseling, therapy and guidance of individuals, groups, and families in behavioral health programs.
- Therapeutic treatment methods and procedures in the mental health and alcohol and drug field.
- State, Federal, and local laws, regulations, and requirements for the provision of mental health and alcohol and drug services and programs.
- Current practices and techniques in psychotherapeutic and recovery model treatments.
- The scope and activities of public and private agencies in the behavioral health field.
- Psychotropic medications, medications and substances associated with addiction and abuse.
- Quality Assurance practices and standards.
- Crisis Counseling Techniques.
- Psycho-social aspects of mental illnesses and dependency.

Ability to:

- Perform a variety of mental health/behavioral health therapeutic services, client assessments, and client counseling.
- Analyze case information and reach sound diagnostic and treatment decisions.
- Perform skilled counseling.
- Maintain composure and awareness during crisis interventions.
- Develop and maintain confidence and cooperation of individuals with mental health and substance abuse/dependency and their families.
- Prepare clear, relevant and accurate reports.
- Interpret and apply complex mental health and alcohol and drug program rules, regulations and policies.
- Consistently document all assessments, treatment plans and service interventions in a manner that complies with all audit and regulatory requirements.
- Effectively represent the Mental Health Department in contacts with clients and the public.

BEHAVIORAL HEALTH THERAPIST I - 4

Ability to - continued

- Establish and maintain effective working relationships with staff, other agencies, and the public.

TRAINING AND EXPERIENCE

Required qualifications for this position:

Possession of a Master's Degree from an accredited graduate school or program in Social Work, Marriage Family Therapy, Psychology, or Counseling.

SPECIAL REQUIREMENTS

Prior to hiring, must be registered with the California Board of Behavioral Sciences, and possess an intern number for licensure as either a Licensed Clinical Social Worker (LCSW), a Licensed Marriage Family Therapist (LMFT), or Licensed Professional Clinical Counselor (LPCC) in the state of California as established by the Board of Behavioral Science Examiners. Must obtain licensure as an MFT, LCSW or LPCC in the state of California within five (5) years of the effective date of employment. Employees failing to obtain licensure as required will be terminated or demoted to an appropriate lower position in which they meet the minimum requirements within the Behavioral Health Department, if one is available.

Registration with an organization accredited by the National Commission for Certifying Agencies (NCCA) to register and certify Alcohol and Other Drug (AOD) Counselors in California preferred. Requires possession of a valid State of California certification as an AOD Counselor within five years of date of hire. Plumas County Behavioral Health will support employees efforts by providing training or paying for education toward AOD certification.

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

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

**PLUMAS COUNTY BUILDING DEPARTMENT**

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice (530) 283-7011
24/7 inspection request (530) 283-6001
fax (530) 283-6134

DATE: May 19, 2022

TO: Honorable Board of Supervisors

FROM: Charles White
Director of Building Services

SUBJECT: REQUEST TO FILL FY 2021/2022 BUDGET FUNDED AND ALLOCATED 1.0 FTE BUILDING INSPECTOR I AT SALARY STEP 4

RECOMMENDATION:

Approve a request to allow the Building Department to hire a candidate for Building Inspector I at salary step 4.

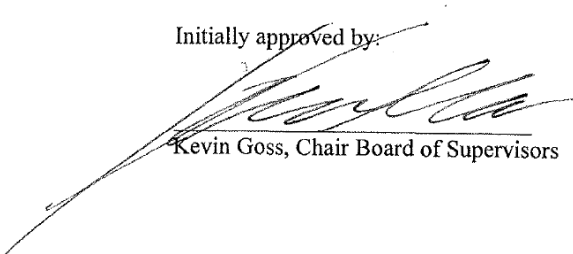
BACKGROUND:

The inspection workload in the Building Department has continued at levels beyond what one Building Inspector can effectively complete. Inspection activity is only expected to increase further due to the Beckwourth and Dixie fires. With the Director also picking up all plan review activities, to be able to maintain a five-day coverage schedule for all areas of the County a minimum of two Building Inspectors is necessary. The Building Department has been openly recruiting for either a Building Inspector I or II since October of 2021. Due to the fires and other factors, the pool of qualified applicants within the County has been greatly reduced. Finding qualified applicants from out of the area has not been successful due to both wages and housing. The department has received, interviewed, and referenced checked an applicant who's construction experience far exceeds what is required by the position. This applicant will be required to receive certification as a Residential Building Inspector from the International Code Counsel within their probationary period.

Thank you for your consideration,

Charles White
Director of Building Services

Initially approved by:


Kevin Goss, Chair Board of Supervisors


Date

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: June 6, 2022

TO: Honorable Board of Supervisors, County of Plumas

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

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

Marcy
Julie Hagwood
Assistant
juliehagwood@countyofplumas.com

RE: Authorize the County Clerk-Recorder to recruit and fill the funded and allocated 1.0 FTE Lead Deputy Clerk-Recorder position

BACKGROUND:

The currently held position of Lead Deputy Clerk-Recorder will become vacant on June 23, 2022 due to a relocation out of the area.

RECOMMENDATION

Authorize the County Clerk-Recorder to recruit and fill the funded and allocated 1.0 FTE Lead Deputy Clerk-Recorder position; and further authorize a one-week overlap if a candidate is selected within time prior to current position being vacated.

Attachments:

Critical Staffing Memo
Job Description
Organizational Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED
FOR FISCAL YEAR 2021/2022 and 2022/2023

1. Is this a legitimate business, statutory, or financial justification to fill the position?
The Lead Deputy Clerk-Recorder is essential in the daily recording of paper document recordings, electronic recordings, daily deposit accountings, recording of mining claims, vital record issuance, as well as the supervising of deputy clerk-recorder and extra-help staff.
2. Why is it critical that this position be filled at this time?
We are requesting that this position be filled as soon as possible as this position is critical in the daily operations of the Clerk-Recorder's office.
3. How long has this position been vacant?
The position will become vacant on June 23, 2022 due to a resignation within the department.
4. Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 2021-2022 budget includes funding for this position, as well as budgeted for the 2022-2023 fiscal year.
5. What are staffing levels at other counties for similar departments and/or positions?
Most other counties have Recorder Division Managers for each aspect of the duties and responsibilities, the equivalent of Plumas County's Lead Deputy Clerk-Recorder position, to handle the daily and required duties in maintaining the accuracy and duties of the Clerk-Recorder's office daily operations.
6. What core function will be impacted without filling the position prior to July 1st? *This position is an essential position in the department.*
7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1st?
None

A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
None
8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? *No*
9. Does the budget reduction plan anticipate the elimination of any of the requested positions?
No

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? *No*
10. Does the department have a reserve? *N/A* If yes, provide the activity of the department's reserve account for the last three years?

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

IS POSITION CURRENTLY ALLOCATED? YES X NO

Date submitted to HR Technician for recruitment: _____

LEAD DEPUTY CLERK-RECORDER

DEFINITION

Under direction, the Lead Deputy Clerk-Recorder provides lead supervision; plans, coordinates, trains and evaluates operational activities for the Deputy Clerk-Recorder I and II. Performs a variety of clerical and routine administrative duties relating to the County Clerk-Recorder's Department; examines documents, processes land title transactions, records and supervises vital statistics functions and do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the highest working level and lead supervision level in the Deputy Clerk-Recorder class series. Incumbents have responsibility for lead supervision and work coordination responsibilities for Clerk-Recorder's I and II. Employee performs a variety of assignments, requiring substantial experience and working background. Employee performs complex and difficult tasks requiring research and problem resolution which requires specialized training and knowledge of the land title transaction process. Employee is responsible for participating in the hiring, evaluation, training and disciplinary functions of the division.

REPORTS TO

Assistant County Clerk-Recorder.

CLASSIFICATION DIRECTLY SUPERVISED

Provides lead direction and work coordination for Deputy Clerk-Recorders I and II and extra help employees.

LEAD DEPUTY CLERK/RECORDER – 2

EXAMPLES OF DUTIES

- Provides lead direction and work coordination for Deputy Clerk-Recorder I and II and other staff.
- Performs the more complex document processing duties related to a programmatic area of assignment; researches problems and acts a resource to other staff members regarding documentation and/or procedural issues.
- Examines and reviews documents for accuracy to be recorded in accordance with laws governing public recordation.
- Ensures Land Title documents meet legal recording requirements including original signatures, acknowledgements dates and legibility, etc.
- Indexes/verifies and processes documents recorded daily.
- Serves as a resource to the general public, provides answers and information regarding complex processes and procedures.
- Serves as the contact/liaison to title companies and document preparation companies.
- Prepares invoices, complex reports and tracks transmittals from State agencies.
- Prepares annual Recorder's Statistical Report.
- Maintains official map program; indexes and archives maps to disk.
- Cashiers and collects fees, prepares daily deposits and index reports, processes credit card transactions and electronic fund transfers.
- Balances monthly Special Revenue Fund accounts with Auditor and State.
- Supervises the submittal and filing of CEQA documents, including Environmental Impact Reports, Notices of Determination, etc.
- Analyzes documents for the applicability of documentary transfer tax and affordable housing and jobs tax.
- Files Fictitious Business Name Statements, requiring certificates of incorporation and partnerships.
- Provides clerical support during the election process.
- Oversees the archival process of historical records, microfilm, film storage and inventory located at secured offsite storage facility.
- Travels out of county to audit and inventory archived records located in secured storage facility.
- Participates in the hiring of assigned staff.
- Evaluates employee performance, counsels employees, recommends initial disciplinary action and other personnel decisions.
- Performs related duties as assigned.

LEAD DEPUTY CLERK/RECORDER – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, scanners, calculators, 10 key, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public. Out of office travel may be required for training purposes.

DESIRABLE QUALIFICATIONS

Knowledge of:

- The California statutes pertaining to the functions of the County Clerk-Recorder; legal responsibilities, methods and documents used to convey and transfer title of real property.
- Standards required in the processing, certification and storage of vital records.
- Standards required for the retention of current, historic and archived records.
- Modern methods and techniques used with filing, indexing, and information retrieval systems.
- Principles and procedures of lead direction, coordination and organization, report preparation, basic arithmetic, account tracking and balancing.
- Operational use of scanners, copiers and computer.
- Principles of business letter writing, English usage, composition, vocabulary, spelling, grammar and punctuation.
- Notary Bond and Fictitious Business Name Statement filing.
- Procedures of issuing marriage licenses and performing wedding ceremonies.

Ability to:

- Provide lead direction and training for Deputy Clerk-Recorder I and II and other staff.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations governing recording of legal documents.
- Apply election policies and voter registration procedures.
- Operate a variety of office equipment including computers, copiers, scanners, 10 key and microfilm equipment.
- Prepare and maintain reports, records and logs.
- Apply election and voter registration policies.
- Establish and maintain cooperative working relationships within department and other departments.
- Deal tactfully and courteously with public in explaining and providing assistance with document submission and recording procedures.

LEAD DEPUTY CLERK/RECORDER – 4

Training and Experience:

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

Associates of Arts or Bachelor's degree in Business, Computer Science, Geography, History, Political Science or Law.

One (1) year minimum of supervisory experience.

Two (2) years' experience performing duties as a Deputy Clerk-Recorder II.

Three (3) years' experience in analyzing legal documents.

Two (2) years' experience in land title transaction related industry such as a title company or related field.

Completion of Records Certification Training is highly desirable.

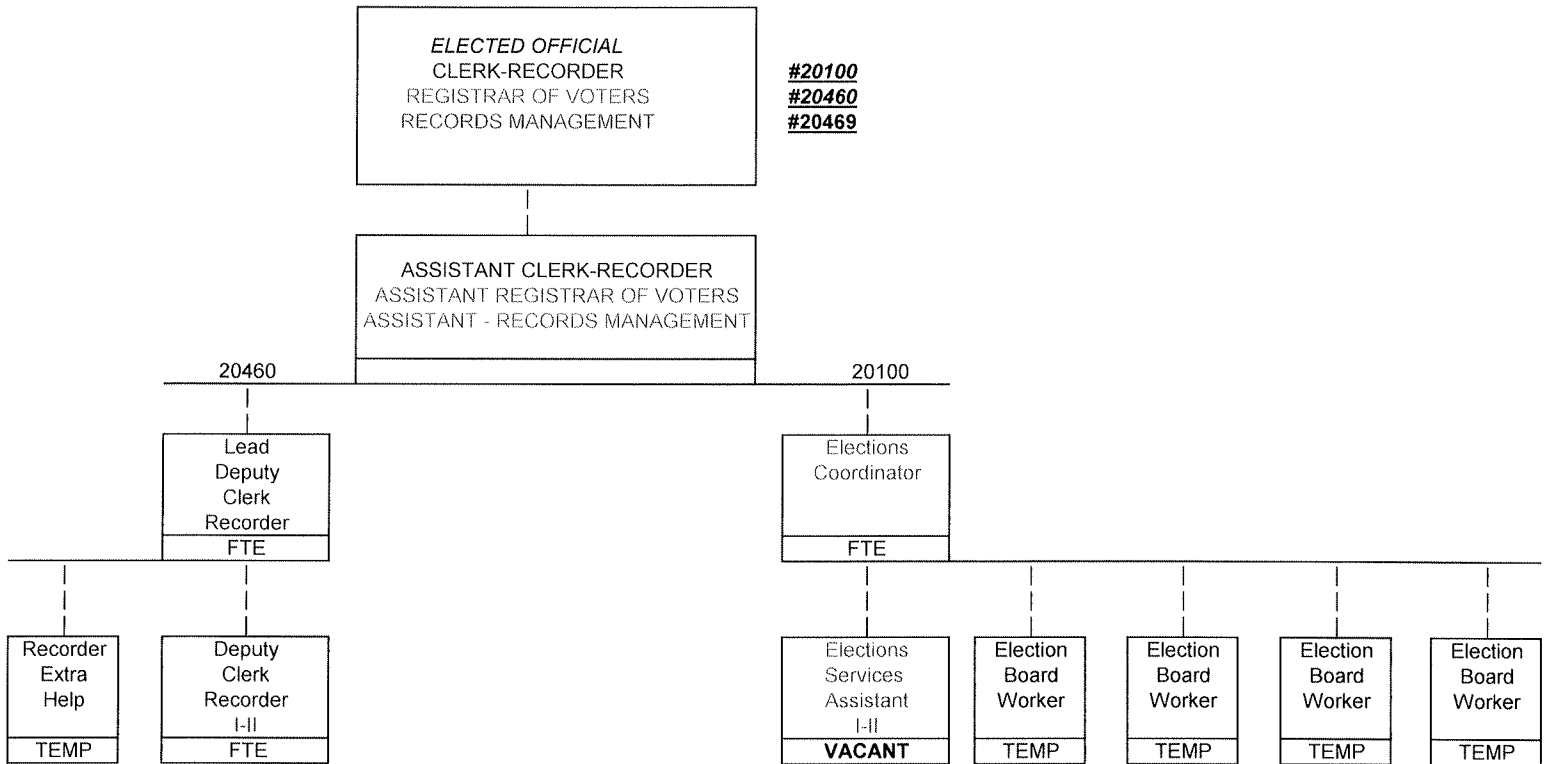
Special Requirements:

Must possess a valid driver's license at time of application and possession of a valid California Driver's License by time of appointment. The valid California Driver's License must be maintained throughout employment.

Must pass a Department of Justice (DOJ) background check as a condition of employment.

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

ORGANIZATIONAL CHART 3/20/2020

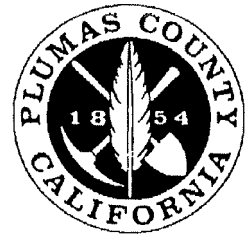


DEPARTMENT OF HUMAN RESOURCES

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 ORDINANCE, FIRST INTRODUCED ON MAY 24 2022
OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING ARTICLE 2 OF CHAPER 5 OF TITLE 2 OF PLUMAS
COUNTY CODE, ELECTED OFFICIAL SALARY

IT IS RECOMMENDED THAT THE BOARD:

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 too 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:

<u>Job Classification</u>	<u>Current Wage</u>	<u>Proposed Wage</u>
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:

<u>Job Classification</u>	<u>Current Wage</u>	<u>Proposed Wage</u>
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

ORDINANCE NO. 22-__ _

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 uncoded.

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:

ATTEST:

Kevin Goss
Chair, Board of Supervisors

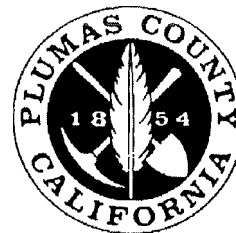
Heidi White
Clerk of the Board of Supervisors

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: June 3, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JUNE 14, 2022

RE: RESOLUTION AUTHORIZING THE ADOPTION OF JUNETEENTH (JUNE 19) AS A COUNTY APPROVED HOLIDAY TO BE CELEBRATED ANNUALLY

IT IS RECOMMENDED THAT THE BOARD:

Adopt Juneteenth (June 19) as recognized County holiday to be observed each year.

BACKGROUND AND DISCUSSIONS

Juneteenth is a holiday celebrated on June 19 to commemorate the emancipation of enslaved people in the US. The holiday was first celebrated in Texas, where on that date in 1865, in the aftermath of the Civil War, enslaved people were declared free under the terms of the 1862 Emancipation Proclamation.

It is also called Emancipation Day or Juneteenth Independence Day. The name "Juneteenth" references the date of the holiday, combining the words "June" and "nineteenth."

The holiday has been added to employees MOUs through negotiations. At this time all but Public Works, Elected Officials, and department Heads have Juneteenth as a holiday. This could be challenging with so many staff off for this Holiday leaving very few staff to management the County's operations.

It is my recommendation to the Board of Supervisors to adopt the attached resolution in recognition of "Juneteenth" and it be celebrated annually on June 19.

Thank you for consideration in this matter.

RESOLUTION NO: 2022-__ _

**RESOLUTION AUTHORIZING THE ADOPTION OF JUNETEENTH
(JUNE 19) AS A COUNTY APPROVED HOLIDAY TO BE
CELEBRATED ANNUALLY**

WHEREAS, Plumas County Personnel Rule 5.01 provides for amendments to be made by resolution covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend Plumas County's Policies; and

WHEREAS, this Resolution addresses Juneteenth as a holiday celebrated on June 19 to commemorate the emancipation of enslaved people in the US. The holiday was first celebrated in Texas, where on that date in 1865, in the aftermath of the Civil War, enslaved people were declared free under the terms of the 1862 Emancipation Proclamation; and

WHEREAS, Juneteenth is a recognized holiday by Memorandum of Understanding (MOU) by our Confidential Unit, Probation Units, Sheriff Employee Association Units and Operating Engineers (OE3) General and Mid-Management Units.

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

Approve Resolution to amend the Personnel Rules to include "Juneteenth" as an official County Holiday observed annually on June 19th.

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 14th day of June 2022 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair Kevin Goss, Board of Supervisors

ATTEST:

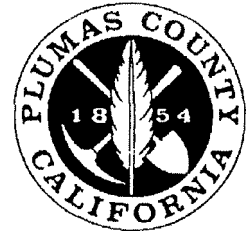
Heidi White, Clerk of Board of Supervisors

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: June 3, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JUNE 14, 2022

RE: ADOPT CORRECTED RESOLUTION UPDATING BASE WAGES FOR PLUMAS COUNTY DEPARTMENT HEADS, EFFECTIVE JUNE 6, 2022

RE: APPROVE DEPARTMENT HEAD EMPLOYMENT AGREEMENT AMENDMENTS REFLECTING NEWLY ADOPTED PAY SCHEDULE WAGES

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 Board of Supervisors previously approved the update to the department heads pay schedules. There was a mistake made for the Director of Public Health's pay schedule and I am now asking to approve the corrected resolution. The Director of Public Health and Behavioral Health Director's pay schedule have been the same wage. The initial information I shared with the Board of Supervisors did reflect this pay and the correct proposed wage. I am now asking the Board to approve the attached Resolution with the updated pay schedule.

With the new adopted pay scheduled for department head, 1st amendments to employment agreements have been completed and signed by each department head. I am requesting the Board of Supervisors approve these amendments and authorize the Board Chair to sign these amendments.

I apologize for this inconvenience.

RESOLUTION NO. 2022- _____

**ADOPT CORRECTED RESOLUTION UPDATNG BASE WAGES FOR PLUMAS
COUNTY DEPARTMENT HEADS, EFFECTIVE JUNE 6, 2022**

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:

Resolution approved previously on and effective May 24, 2022 to approve the base wages for the following department head job classifications pay schedules with once correction for the Director of Public Health:

DEPARTMENT HEADS	HOURLY RATE									
	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10
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	\$58.00'	\$60.90'	\$63.95'	\$67.14'	\$70.50'	\$74.02'	\$77.73'	\$81.61'	\$85.69'	\$89.98
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'	\$67.33'	\$70.68'	\$74.23'	\$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 14th day of June, 2022 by the following vote:

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

Chair, Board of Supervisors

Clerk, Board of Supervisors

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310



*Lindsay Fuchs
County librarian*

DATE: May 23, 2022
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
RE: Approve and authorize the County Librarian to renew the maintenance agreement with Faronics, unapproved as to form by County Counsel.

Recommendation

Approve and authorize the County Librarian to renew the maintenance agreement with Faronics, unapproved as to form by County Counsel.

Background

Plumas County Library uses Faronics Deep Freeze software on all public computers and laptops. This software creates a snapshot of a computer's desired configuration and settings, and with an instant reboot any unwelcome or unwanted changes are removed from the system, restoring the device to its previous state. This reboot to restore software is used to protect computers and our open system from viruses and patrons making unwanted changes to our computers, as well as protecting patrons from any saved/stored passwords and cookies, personal information, documents, and other files patrons may accidentally leave behind when using our public computers.

The current maintenance agreement is unapproved by County Counsel. Per request by County Counsel, I spoke to Plumas County IT and other libraries for a list of alternative reboot to restore software. Unfortunately, research has shown other options very often led to problems for the library and the library would need to go back or change to Faronics. Per Plumas County IT, the best choice for this software is to continue with Faronics rather than one of the

alternatives. I am requesting the Board of Supervisors approve the renewal agreement with Faronics.

Fiscal Impact .

The contract is for \$203.00 for one year (\$7 per device) and is already earmarked in the budget each year.



Company: 5506 Sunol Blvd.
Suite 202
Pleasanton, CA 94566
United States

Created: Apr-04-2022
Expiration: June-30-2022
Quote#: 00214025

Prepared By: Benjamin Sebastian
Email: benjamin.sebastian@faronics.com
Phone: (800) 943-6422 X 4021
FAX: (800) 943-6488

License To: Lindsay Fuchs
Email: lindsayfuchs@countyofplumas.com

Bill To: Plumas County Library
445 Jackson
Quincy, CA, 95971
United States

Licensee: Plumas County Library
445 Jackson
Quincy, CA, 95971
United States

Confirm To:

End-User Pricing for Plumas County Library

Part #	Product	QTY	MSRP Price	Extended Price
DFSO.NA1LA.MR1.W04.SN	Deep Freeze STD NA Maintenance Renewal 1yr 25+ Start Date: 30-Jun-2022 Term: 1 Year(s)	29	\$7.00	\$203.00

MSRPTotal:	\$203.00
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3-Year Option:

Part #	Product	QTY	MSRP Price	Extended Price
DFSO.NA1LA.MR3.W04.SN	Deep Freeze STD NA Maintenance Renewal 3yr 25+ Start Date: 30-Jun-2022 Term: 3 Year(s)	29	\$17.50	\$507.50

Total:	\$507.50
7% Extra Discount Valid till Apr-30th 2022	\$35.53
MSRP, Total	\$471.98

Customers purchasing a Maintenance Renewal can do so within 30 days of the expiration of their Maintenance Agreement. After 30 days have passed the License can be refreshed by purchasing a Version Upgrade with a one-year Maintenance Agreement.

Promotional pricing applies to the new License being purchased, or the first term of a new Subscription.
Visit our Professional Services page for more information: <https://www.faronics.com/ProServices>
All software will be provided via electronic delivery.



Keevin Allred
Chief Probation Officer

County of Plumas

Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



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

DATE: June 3, 2022

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer *KA*

SUBJECT: Board Agenda Item for June 14, 2022

RE: Approval of Memorandum of Understanding between the Plumas County Probation Department and Plumas County Superior Court for provision of pretrial services; and authorize recruitment and filling of 1 FTE Deputy Probation Officer I/II for provision of pretrial services.

Recommendation

- a) Approve and authorize the Chair of the Board to sign Memorandum of Understanding between the County and the Superior Court of California, County of Plumas for SB129 funding and the provision of a pretrial release program.
- b) Authorize Chief Probation Officer to recruit and fill, funded and allocated 1.0 Full Time Equivalency Deputy Probation Officer I/II for provision of pretrial services.

Background and Discussion

Summary:

The Probation Department is requesting the Board's authorization to enter into an agreement with the Superior Court of Plumas County to implement pretrial services, along with approval to accept and appropriate additional new funding through SB 129 to fund a 1.0 full-time equivalent (FTE) Deputy Probation Officer. This collaborative will support public safety through appropriate monitoring practices that utilize the least restrictive means necessary to ensure individuals on pretrial release return to court and remain law abiding.

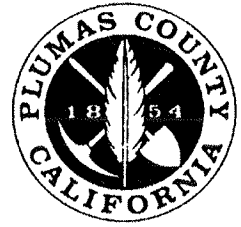


Keevin Allred
Chief Probation Officer

County of Plumas

Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



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

Background:

Senate Bill 129 Budget Act of 2021 has allotted specific funding to the Court for pretrial programs. Courts are required to contract for pretrial services with the County's Probation Department or any County department that does not have the primary responsibility for making arrests or prosecuting criminal offenses. The Probation Department's pretrial program will assess offenders with a validated risk assessment tool. It will weigh public safety, court appearances, and risk to the community, making a recommendation in report form to the Court for consideration.

The Plumas County Superior Court is to receive \$200,000 from the Judicial Council of California, as outlined in the Budget Act of 2021 as amended by Senate Bill 129, to create and implement a Pretrial Release Program. The Court will retain up to \$60,000 (30%) of the allocated funds for Court expenses incurred while completing the program objectives. The Court will reimburse Plumas County Probation Department for allowable costs incurred in an amount not to exceed \$140,000, unless Court expenditure is less than \$60,000, in which case the Probation Department becomes eligible for any amount unspent by the Court, in addition to the \$140,000.

FISCAL IMPACT: There is no impact to the General Fund. Increased Revenue of up to \$140,000 annually for ongoing pretrial expenses and an additional \$140,000 for one-time program development spending.

Additional Background:

State policymakers have long sought to reform California's pretrial and bail system, in part to reduce reliance on incarceration. The Probation Department has been at the forefront of the field of pretrial services in many counties statewide. SB 129 amended the Budget Act of 2021 with the intention of providing funding for "the implementation and operation of ongoing court programs and practices that promote the safe, efficient, fair, and timely pretrial release of individuals booked into jail. "SB 129 appropriates statewide funding of \$140 million in Fiscal year 2021-22, as well as \$70 million in ongoing funding to the Judicial Council of California (Judicial Council). Funding is allocated to the courts based on each county's relative proportion of the state population 18 to 25 years of age. The purpose of the funding is to provide every superior court with information and resources to support judicial officers in making pretrial release decisions that impose the

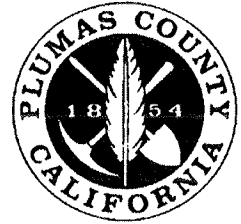


Keevin Allred
Chief Probation Officer

County of Plumas

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270 County Hospital Rd. #128,
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Phone: (530)283-6200

FAX: (530)283-6165

least restrictive conditions necessary to address public safety and return to court, and to implement appropriate monitoring practices and provision of services for released individuals.

Analysis: Research has shown that being held in custody pretrial negatively impacts individuals' risk for recidivism, while engagement with community supports and connection to services results in better public safety outcomes. The goal of the County's Pretrial Services Unit will be to assess all qualified individuals booked into the county jail for a new crime utilizing a validated risk instrument. The Court uses the results from the risk assessment to determine the conditions of pretrial release monitoring.

Memorandum of Understanding Pretrial Release Program Implementation the Superior Court of California, County of Plumas and the Plumas County Probation Department

This Memorandum of Understanding (MOU) is entered into by and between the Superior Court of California, County of Plumas (hereinafter referred to as "COURT"), and the County of Plumas through the Plumas County Probation Department (hereinafter referred to as "COUNTY"). This MOU sets forth each party's roles and responsibilities as they relate to the development of a Pretrial Release Program.

WHEREAS, COURT is to receive on-going funding of \$200,000 and one-time start-up funding up to \$200,000 from the Judicial Council of California ("Judicial Council"), as outlined in the Budget Act of 2021 as amended by Senate Bill 129, for the creation and implementation of a Pretrial Release Program ("Program");

WHEREAS, COURT will retain up to \$60,000 of the allocated funds for COURT expenses incurred while completing the program Objectives as set forth in this MOU;

WHEREAS, COURT will reimburse the COUNTY for allowable expenses incurred in the amount not to exceed \$140,000 while completing the program objectives as set forth in this MOU; if COURT expenditure amount listed above is not reached, COUNTY will be eligible for any amount unspent, in addition to the \$140,000, upon written agreement from Judicial Council.

WHEREAS, COURT is subcontracting with COUNTY, through the Probation Department, to provide certain services necessary to complete the program objectives as set forth in this MOU;

WHEREAS, the Judicial Council has consented to COURT subcontracting with the COUNTY, through the Probation Department, for certain services necessary to complete the Program objectives as set forth in this MOU;

WHEREAS, it is the intent of the parties that such services be in conformity with all applicable federal, state, and local laws; and

NOW, THEREFORE, COURT and COUNTY mutually agree as follows:

1. BACKGROUND

The COURT has received one-time funding through the 2021 Budget Act, as amended by Senate Bill 129, to develop a Pretrial Release Program that will fund, implement, operate, and evaluate pretrial decision making in Plumas County. The COURT and COUNTY will operate under existing law and incorporate judicial officer release decisions prior to arraignment (or at arraignment if a hearing is required) that are informed by a risk assessment and conducted by COUNTY.

2. GOALS OF THE PROGRAM

- a. As stated in Bill 129, the goals of this Pretrial Release Program are to:
 - i. Provide for “the implementation and operation of ongoing court programs and practices that promote the safe, efficient, fair, and timely pretrial release of individuals booked into jail”;
 - ii. Implement monitoring practices of those released pre-arraignment and pretrial with the least restrictive interventions and practices necessary to enhance public safety and return to court.

3. MANNER OF PERFORMANCE OF WORK

COUNTY shall provide and complete all work specified as outlined in Exhibit A, Supervised Pretrial Release and in accordance with this MOU.

COUNTY warrants to COURT, that funds provided to COUNTY under this MOU will only be used for new or expanded services and that no ongoing or completed projects of the Probation Department will duplicate or overlap any work consistent with the requirements outlined in the Exhibit A, Supervised Pretrial Release.

4. THE COURT’S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- a. The COURT’S obligations under this MOU are subject to the availability of authorized funds. Upon Notice to COUNTY, the COURT may terminate the MOU or any part of the Work, if expected or actual funding to compensate the COURT is withdrawn, reduced, limited or reallocated.
- b. Funding for this MOU beyond the current Appropriation Year is conditional upon appropriation of sufficient funds to support the activities described in this MOU. Should such an appropriation not be approved, the MOU will terminate at the close of the current Appropriation Year.

5. SUSPEND WORK

The COURT may, at any time, issue a Suspend Work Order to require COUNTY to stop all, or any part, of the Work of this MOU, for a period up to ninety (90) days, or for any further period as agreed upon by Judicial Council and the COURT, after the Suspend Work Order is delivered to the COURT by the Judicial Council.

If the Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, COUNTY shall resume Work.

6. NO SUPPLANATION

COUNTY certifies in good faith that, by signing this MOU, no supplantation of nonfederal, state or county funds will occur with funds. Funds may not be used to supplant or replace already allocated funding for salaries of any current Probation staff (including probation officers, treatment personnel or clerical staff).

7. LOBBYING

Amounts disbursed by the COURT to the COUNTY shall not be used, indirectly or directly, to influence executive orders or similar promulgation by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.

8. POLITICAL ACTIVITIES

COUNTY shall not contribute or make available funds disbursed under the agreement to any political party or association, or the campaign of any candidate for public or party office. COUNTY shall not use funds awarded to COUNTY in advocating or opposing ballot measure, initiative, or referendum. Finally, COUNTY and employees of COUNTY shall not identify the COURT with any partisan or nonpartisan political activity associated with the political party or association or campaign or any candidate for public or party office.

9. CONFIDENTIALITY

All financial, statistical, personnel, technical, and other Confidential information, including Data and Data Analyses, relating to the JUDICIAL COUNCIL'S or COURT's operations that are designated confidential or which a reasonable person would deem to be confidential shall be protected by the other party from unauthorized use and disclosure, except that either party may disclose Confidential Information as required by law or court order, and the COURT may disclose Data, Data Analyses and Deliverables as required or permitted by law to perform official duties and its obligation under this Agreement.

10. LIMITATION OF PUBLICATION

COUNTY is prohibited from publishing or broadcasting any article, press release, advertisement, or other writing that references the "Judicial Council" or "Judicial Council of California", unless previously approved in writing by the Judicial Council's Principal Manager, Procurement and Public Affairs Officer. Notwithstanding the above, internal communications or writings within Probation or between the COURT and COUNTY making reference to the above terms in quotations shall not require approval by the Judicial Council's Principal Manager, Procurement and Public Affairs Officer.

11. DATA ANALYSES

The Judicial Council retains and owns all rights (including copyrights), title, and interest in and to any Data Analysis produced by the Judicial Council or its contractors. For any Data Analysis produced by COUNTY; COUNTY grants the Judicial Council a perpetual, irrevocable, royalty-free license to use, reproduce, display, distribute and modify the Data Analysis and to sublicense such rights to other entities, in each case for California judicial branch business and operations.

12. CALIFORNIA LAW

This MOU shall be subject to and construed in accordance with the laws of the State of California.

13. SEVERABILITY

If any terms or provision of this MOU is found to be unenforceable, this MOU shall remain in full force and effect and that term or provision shall be deemed stricken.

14. SIGNATURE AUTHORITY

The parties signing this MOU certify that they have proper authorization to do so. Each party's representative who signs this MOU has the authority to bind such party to this MOU.

15. INDEPENDENT CONTRACTOR

The COUNTY, as well as its agents, associates and employees, are and shall be considered to be independent contractors, independent of the COURT. Nothing in this MOU is intended to, or shall be construed to, create an employer-employee relationship, a joint venture relationship, or an agency relationship, or to allow the COURT to exercise direction or control over the professional manner in which the COUNTY, performs the services which are the subject matter of this MOU. However, the services provided by the COUNTY, shall be provided in a manner consistent with the standards governing such services and the provisions of this MOU.

In performing services under this MOU, the COUNTY, its agents, associates, and employees shall not be entitled to any of the benefits or rights accruing to a COURT officer or employee.

As between the COUNTY and the COURT, all parties exclusively assume the responsibility for its own acts and the acts of their agents, associates, and employees as they relate to the services to be provided during the course and scope of this sub-contract.

16. INDEMNITY

The COURT and the COUNTY, agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents harmless from any and all claims, expenses or costs, product infringement, copyright or trade secrets, damage to or destruction of tangible property, damages or liabilities imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to Such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties thereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

17. NOTICES

Any notice to be given under this MOU shall be in writing and shall be served either by personal delivery via United States mail or email, and shall be deemed delivered when it is so mailed to COUNTY or the COURT and addressed as follows:

COUNTY: Plumas County Probation Department
Keevin Allred, Chief of Probation
270 County Hospital Road, Ste. 128
Quincy, CA 95971

COURT: County of Plumas, Superior Court
Deborah Norrie, Court Executive Officer
520 Main Street, #104
Quincy, CA 95971

18. AMENDMENTS

This MOU may be modified or amended only by a written MOU hereafter entered into between the parties and signed and dated by both.

19. ENTIRE MOU

Headings or captions to the provisions of this MOU are solely for the convenience of the parties, are not part of this MOU, and will not be used to interpret or determine the validity of this MOU. This MOU was negotiated between the parties, and neither party "prepared" this MOU for purposes of California Civil Code 1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation. This MOU constitutes the entire and final understanding of the parties regarding this matter and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or MOUs between the parties, whether written or oral, express or implied, relating in any way to this matter.

The Parties, having read and considered the above provisions, indicate their Memorandum of Understanding by their authorized signatures below.

COUNTY OF PLUMAS

Date: _____

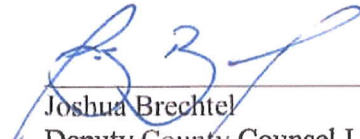
By: _____
Chairman, Board of Supervisors

Date: 5.18.22

By: 
Chief, Department of Probation

Approved as to form:

Date: 5/17/2022


Joshua Brechtel
Deputy County Counsel I

Date: 5/24/22

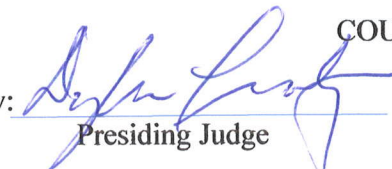
By: 
Presiding Judge
COURT

EXHIBIT A

PRETRIAL RELEASE (SB 129)

Supervised Pretrial Release

Goal:

- Assist the Court in making a prompt, fair and effective release/detention decision.
- Ensure public safety and Court compliance.
- Prevent crime, delinquency, restore victims and promote healthy families and community.
- Monitor those individual's that pose a risk to the community or are at risk for failure to appear in court.
- Enhance opportunities for low-risk offenders to maintain in the community.
- Reduce the number of Failures to Appear.

Benefits:

- Reduce jail overcrowding/population control.
- Provide a continuum of monitoring based on the individual's risk to reoffend, risk to public safety and the likelihood to appear in Court.
- Triage offenders in need of services.
- Make referrals to: Behavioral Health, Rethink Industries, Plumas Crisis Intervention and Resource Center, Plumas Rural Services, Alliance for Workforce Development, Environmental Alternatives or other applicable service providers.
- Utilize GPS and alcohol monitoring devices to monitor court ordered offenders.
- Warrant reduction.

Program Components and Protocol:

- Screen in-custody offenders for pretrial release
- Utilize a validated pretrial assessment tool that assists in determining whether individuals should be released or remain detained pending their court proceedings.
- Collaborate with the Sheriff to interview individuals in the jail.
- Submit pretrial reports to the Court with a recommendation to make pretrial release decisions for conditions of release. Report includes charges, criminal history, substance abuse, warrants/pending cases, employment, and residency.
- Utilize the pretrial release decision matrix. Levels of monitoring- based upon individual's risk with/or without GPS.
- Recommend conditions of supervised pretrial release clients must adhere to.
- Ensure compliance with conditions of supervised release
- Prepare reporting instructions for individuals based on their risk level. Report by telephone, report in person.

EXHIBIT B

PRETRIAL RELEASE (SB 129) QUARTERLY PROGRESS REPORT

Superior courts must summarize pretrial-related activities, including progress towards goals and objectives, program achievements and challenges, collaboration with the justice system and other local partners, and key staff or procedures changes.

PLEASE EMAIL YOUR FILLABLE QUARTERLY PROGRESS REPORT AND SUBMIT ANY QUESTIONS TO PRETRIAL@JUD.CA.GOV

SUPERIOR COURT NAME	PLUMAS	
RELEVANT FISCAL YEAR QTR.	1ST & 2ND QTR (FY1 2021-2022)	
PRETRIAL SERVICES PROGRAM IN OPERATION?	YES <input type="checkbox"/> NO <input type="checkbox"/>	EXPECTED PROGRAM GO-LIVE OPERATIONAL DATE: <input type="text"/> <i>(if applicable)</i>
CONTACT INFO. FOR PERSON COMPLETING FORM	NAME: <input type="text"/>	
	EMAIL: <input type="text"/>	
	PHONE: <input type="text"/>	
DOES THE PROGRAM USE A PRETRIAL RISK ASSESSMENT TOOL?	YES <input type="checkbox"/> NO <input type="checkbox"/>	WHAT IS THE NAME OF THE TOOL USED? <input type="text"/>
DATE REPORT PREPARED:	01/13/2022	

Upcoming Data Report Dates (Please note not a complete list)	
Due Dates:	Time Period Covered:
January 14, 2022	July – December 2021 (FY1 Q1-2)
April 15, 2022	January – March 2022 (FY1 Q3)
July 15, 2022	April – June 2022 (FY1 Q4)
October 14, 2022	July – September 2022 (FY2 Q1)
January 13, 2023	October - December (FY2 Q2)
April 14, 2023	January – March 2023, (FY2 Q3)
July 14, 2023	April – June 2023 (FY2 Q4)
October 13, 2023	July – September 2023 (FY3 Q1)
January 12, 2024	October – December 2023 (FY 3 Q2)
April 12, 2024	January – March 2024 (FY3 Q3)
July 12, 2024	April – June 2024 (FY3 Q4)

PLEASE PROVIDE THE FOLLOWING INFORMATION:

PROJECT ACTIVITIES DURING THIS REPORTING PERIOD

(Examples may include, but not limited to, progress towards goals and objectives, program achievement, updates on outcomes for people released prearrangement, court date reminders, project management team meetings, changes to key staff, and technology updates)

**ANY SIGNIFICANT CHALLENGES OR PROBLEMS THAT DEVELOPED AND HOW THEY
WERE OR WILL BE ADDRESSED**

(Examples may include, but are not limited to, any changes to procedures, changes to the project plan, and remaining issues)

COURT & CONTRACTOR FINANCIAL OVERVIEW DURING THIS REPORT PERIOD

(Examples may include, but are not limited to, any changes to anticipated spending, and spending challenges with subcontractors)

ONGOING FUNDING:

ONE-TIME FUNDING (if applicable):

FINANCIAL OVERVIEW SCHEDULED FOR THE NEXT REPORT PERIOD

(Please include your project spend to date)

ONGOING FUNDING:

ONE-TIME FUNDING (if applicable):

PROJECT ACTIVITIES SCHEDULED FOR THE NEXT REPORT PERIOD

SUPPLEMENTAL COMMENTS (if needed)

END OF EXHIBIT

EXHIBIT C

QUARTERLY DATA COLLECTION AND REPORTING

Below is a comprehensive list of data elements requested. Judicial Council staff will provide data collection technical assistance, data collection tools, reporting templates and will work with funded projects to ensure that data can be collected and reported to the Judicial Council.

Essential Elements - are necessary to accurately measure the goals of the pretrial services program.

Data Elements Requested from Probation:

Booking/Release Data Questions:

1. What is the total number of bookings (include all bookings, even if individual is not eligible for pretrial release):

2. What is the total number of bookings for a new offense by offense type (misdemeanor or felony):

Misdemeanor Felony

***Note:** A booking for a new offense includes a booking type of: "fresh", "on view", "street" and "arrest warrant" (report any category of warrants that may include an "arrest warrant").

3. What is total number of individuals booked for a new offense released within two court days by offense type (misdemeanor or felony), and by type of release:

Within two court days			
New Offense	M		F
Jail Cite and Release	<input type="text"/>	<input type="text"/>	<input type="text"/>
Release on Bail	<input type="text"/>	<input type="text"/>	<input type="text"/>
Release by Judicial Officer on *O.R.	<input type="text"/>	<input type="text"/>	<input type="text"/>
Pretrial Supervision	<input type="text"/>	<input type="text"/>	<input type="text"/>
No Charges Filed/Charges Dismissed	<input type="text"/>	<input type="text"/>	<input type="text"/>
Charges Resolved (includes by plea)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>

*O.R. = own recognizance

4. What is the total number of individuals booked for a new offense released after two court days by offense type (misdemeanor or felony), and by type of release:
(insert average for each corresponding variable)

After two court days				
New Offense	M		F	
Jail Cite and Release				
Release on Bail				
Release by Judicial Officer on *O.R.				
Pretrial Supervision				
No Charges Filed/Charges Dismissed				
Charges Resolved (includes by plea)				
Other				

*O.R. = own recognizance

5. What is the average monthly bookings by gender, age, and ethnicity/race?
(insert average for each corresponding variable)

Average Monthly Bookings					
Gender	_____ Male	_____ Female			
Age	_____ 18-25	_____ 26-35	_____ 36-45	_____ 46-55	_____ Over 56
Ethnicity/Race	_____ Asian	Black	Hispanic	White	Other

END OF EXHIBIT

EXHIBIT D

FEE SCHEDULE

1. OVERVIEW

This exhibit describes the Court's payments to Probation for services provided under this MOU.

2. FEE SCHEDULE

- a. Payments made to Probation during the current term of this MOU will not exceed \$140,000 per year.
- b. For services performed under this MOU, court will pay Probation actual or projected costs as follows. Costs for each service will not exceed the maximum projected cost indicated below unless agreed to in writing by Court and Probation.
- c. All reimbursements to Probation shall be paid within 30 days of the submission of a request for reimbursement of services.
- d. Prior to the commencement of the final quarter of the fiscal year funding cycle, the parties shall meet, confer and make all necessary and appropriate budgetary adjustments to assure the efficient use of funding resources prior to the submission by Probation of its final current fiscal year invoice.

Service	Service Description	Maximum Projected Ongoing Costs
Administrative Expenses	Deputy Probation Officer I; Deputy Probation Officer II; Management Analyst; Supervising Probation Officer	95,000
Operating Expenses	Development of a Risk Assessment Tool, Release Decision Matrix, Report Format, and Monitoring Conditions, Computers, Equipment and Supplies for Staff Conducting Pretrial Assessments and Duties, client phones, monitoring phone app, emergency housing, training, Electronic & Alcohol Monitoring Services, drug testing supplies,	45,000

END OF EXHIBIT

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
 - Yes, the Deputy Probation Officer I/II position is a legitimate business need. This particular DPO position will be responsible for the provision of SB 129 Pretrial Services. SB 129 provides funding for pretrial services, including funding for staff to provide these services. This position will be funded 100% from SB 129 funds.
- Why is it critical that this position be filled at this time?
 - The Probation Department is set to begin providing Pretrial Services for the Superior Court on June 30, 2022.
- How long has the position been vacant?
 - This position was created to begin providing Pretrial Services beginning on July 1, 2022, as indicated in the Probation Department's FY 22-23 budget; therefore, the position has not been vacant.
- Can the department use other wages until the next budget cycle?
 - Other wages are not suitable in recruiting, hiring, and retaining Deputy Probation Officers for Pretrial Services as SB 129 funds are available for this purpose. The job requires specific education and experience. A permanent employee in this position is important.
- What are staffing levels at other counties for similar departments and/or positions?
 - Other county Probation Departments of similar size use a comparable number of Deputy Probation Officers for the provision of Pretrial Services.
- What core function will be impacted without filling the position prior to July 1?
 - Timely flow and completion of court related Pretrial Services would be impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
 - The Probation Department will be unable to invoice for SB 129 funds for this officer's duties until this position is approved.
- 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?

- The Probation Department is a general fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
 - The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
 - The Probation Department is not requesting elimination of any positions.
- 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?
 - Barring unforeseen reductions to this position's primary funding source, SB 129, the position in question will not impact the general fund.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
 - This position is funded through SB 129, which does not hold a reserve; however, the funding is ongoing at a minimum rate of \$140,000 annually.

DEPUTY PROBATION OFFICER I

DEFINITION

Under general supervision, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseload of assigned probationers and monitor compliance with Probation conditions of adult or juvenile offenders through supervision, guidance and accountability; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry/training level class for the Probation Officer class series. Incumbents work under relatively close supervision, performing the most basic assignments. As experience is gained, incumbents perform more independent duties in Intake, Supervision, and Placement Programs.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

None

DEPUTY PROBATION OFFICER I - 2

EXAMPLES OF DUTIES

- Receives adult and juvenile cases assigned by supervisor.
- Conducts an inquiry into the nature of the reported offense or conduct of the client and the circumstances surrounding it.
- Interviews clients regarding the charges against them and develops family history and background information.
- Interviews client's families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Talks to the referring law enforcement officer about the case.
- Prepares and submits a court report outlining pertinent information and recommending a course of action.
- Presents the report in court and answers the judge's questions concerning the case.
- May transport juveniles to/from court.
- Reviews the case files.
- Develop a plan for making regular contacts with the probationer and provide counsel, guidance, and support.
- Arranges for restitution payments to be made.
- Checks with others who are aware of probationer's activities.
- Monitors behavior to determine compliance with conditions of probation.
- Records contacts in the field book/case file.
- Reviews progress in the case with supervisor.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult P.O. may be asked to fulfill this duty as backup for juvenile division.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Does crisis intervention as required.
- Conducts search and seizure of person, property and vehicles.
- May advise clients of available community resources.
- May be assigned to supervise Intensive Drug cases.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- Attend training programs yearly.
- Respond to citizen complaints and information requests.

DEPUTY PROBATION OFFICER I - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Federal and State laws relating to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient writing techniques.

Ability to

- Learn the principles of adult and juvenile probation work and of related court procedures.
- Learn the provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Operate various office equipment including computer
- Make oral presentations and training before groups.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

DEPUTY PROBATION OFFICER I - 4

Training and Experience:

Qualifications needed for this position:

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field. Some previous work experience in a probation related field is highly desirable.

OR

An Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, and two (2) years of related experience, including two (2) years as a Probation Assistant in the Plumas County Probation Department.

Substitution: A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one (1) year of experience for each year of education requirement.

Licenses and Certifications:

- Penal Code 832 requirements regarding arrest, search, and seizure within one year of employment.
- Ability to successfully complete 200 hours of instruction in the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training within one year of employment. Evidence of continued compliance with annual training requirements.
- Possession of CPR /First Aid Certificate
- Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.
- Ability to qualify for training and background which will meet the requirements of California Government Code Sections 1029 and 1031. Individuals with a felony conviction may not apply for positions as peace officers.
- Must be able to meet physical and psychological standards and pass a detailed background investigation.

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

DEPUTY PROBATION OFFICER II

DEFINITION

Under direction, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseloads of assigned probationers and monitor compliance with probation conditions; promote rehabilitation of adult or juvenile offenders through supervision, guidance and accountability ; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level class for the Probation Officer series. The assigned duties are more technical and complex than those assigned to the Deputy Probation Officer I. Duties are performed with minimal guidance and supervision.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

None.

DEPUTY PROBATION OFFICER II - 2

EXAMPLES OF DUTIES

- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews adults or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the court.
- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contacts in the field book/case files.
- Investigates and makes recommendations to Superior, and Juvenile Courts.
- Conducts search and seizure of person, property and vehicles.
- May prepare civil cases; prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody "battles" of minors.
- Advise clients of available community resources.
- Cooperates with representatives from social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Compiles assessment and treatment plans on each placement.
- May work with placement agency and conduct follow-up on final results.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult P.O. may be asked to fulfill this duty as backup for juvenile division.
- Transports individuals in custody when necessary.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- May be assigned to coordinate the Drug Testing Program and supervise Intensive Drug cases.
- May provide training and direction for support staff.

DEPUTY PROBATION OFFICER II - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles of adult and juvenile probation work, including related court procedures.
- Provisions of Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes applicable to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient Writing Techniques.

Ability to

- Apply the principles and practices of adult and juvenile probation work and related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Operate various equipment such as typewriter and computer keyboard.
- Make oral presentations and training before groups.
- Recognize health and behavioral problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds.
- Effectively represent the Probation Department in contacts with the public, other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

DEPUTY PROBATION OFFICER II - 4

Training and Experience:

One (1) year of professional probation work experience comparable to that of a Deputy Probation Officer I with Plumas County.

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field.

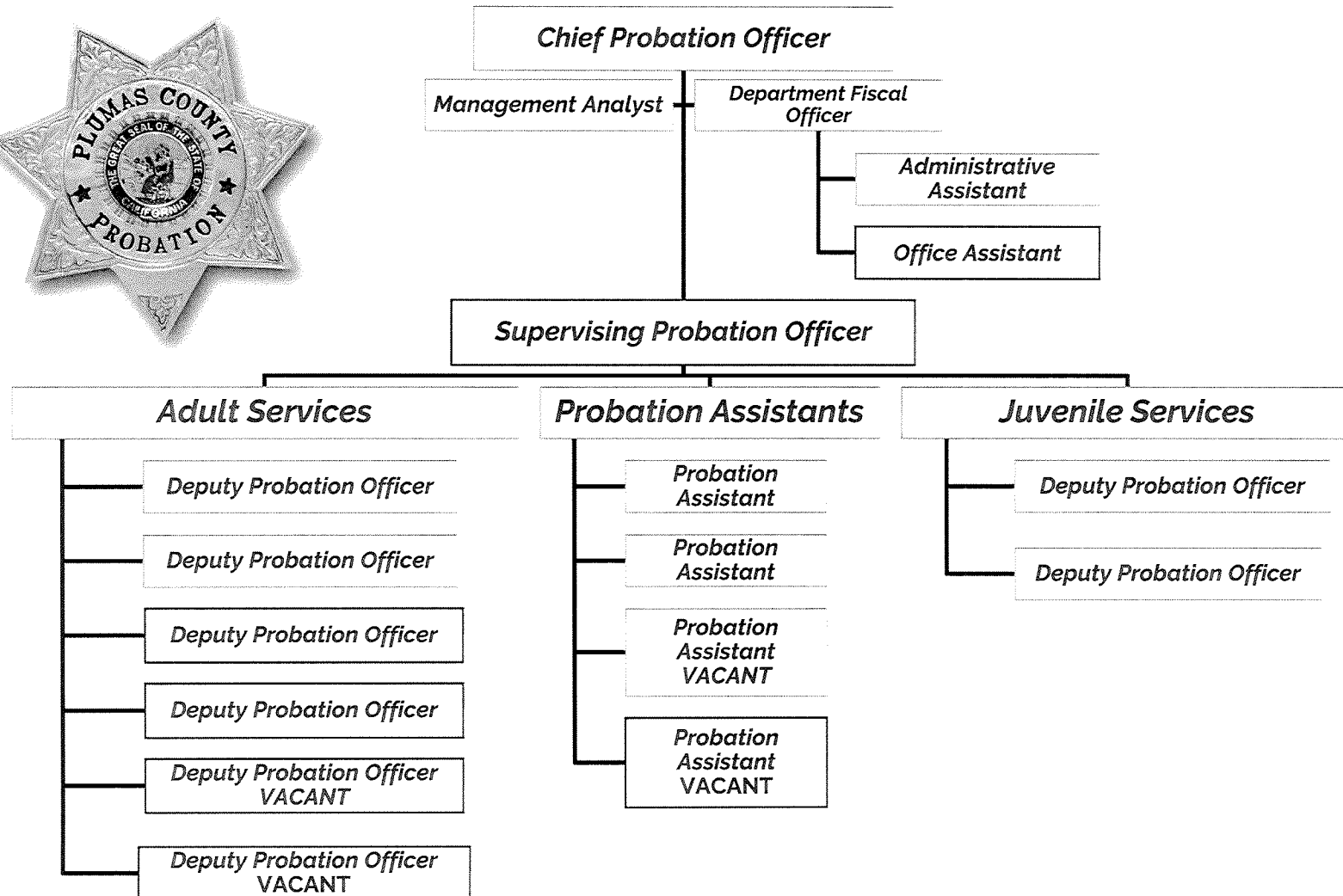
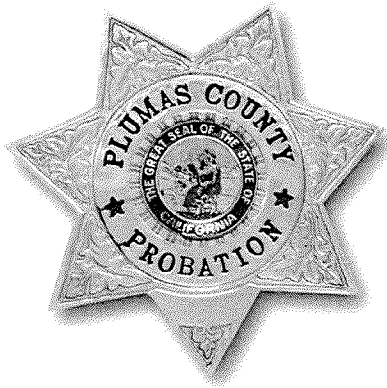
Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

Possession of certification to meet California Penal Code Section 832 requirements regarding arrest, search, and seizure.

Completion of the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training, and evidence of continued compliance with annual training requirements.

Possession of CPR /First Aid Certificate.

Training and background which will meet the requirements of California Government Code Sections 1029 and 1031.





AGENDA REQUEST

For the June 14, 2022, meeting of the Plumas County Board of Supervisors

June 6, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve a supplemental budget increase for the Senior Transportation budget unit 20480 in the amount of \$19,148.00 in order to pay remaining FY21/22 expenditures

Background:

On June 21, 2021, a resolution was passed granting Senior Transportation the amount of \$304,053 from PCTC for the FY21/22 fiscal year. The amount that was adopted in the FY21/22 County budget was \$284,905.00. This falls short of the amount that is budgeted to the account from PCTC by \$19,148.

The amount of the attached budget transfer request is to bring the Fiscal Year 2021/2022 budget "contribution from another agency" in line with the amount of the resolution.

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 \$19,148.

Attachment: Supplemental budget form dated May 19, 2022.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Senior Transportation

Dept. No: 20480

Date 5/19/2022

The reason for this request is (check one):

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

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0116		46070	Contribution of other agency	19,148.00
Total (must equal transfer to total)				19,148.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0116	20480	521102	Fuel	14,000.00
0116	20480	520202	Cell phone service	500.00
0116	20480	520900	Equipment maintenance	4,648.00
Total (must equal transfer to total)				19,148.00

Supplemental budget requests require Auditor/Controller's signature

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

Auditor/ Controller Copy

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) Fuel, cell phone, and equipment maintenance higher than budgeted for FY 21/22

B) This request is to bring amount of revenue in line with the PCTC resolution

C) Payment needs to be made from FY 21/22 budget

D) Amount budgeted in "contributions from other agency" is less than amount authorized by PCTC

Approved by Department Signing Authority: _____

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 TRANSPORTATION COMMISSION
RESOLUTION NO. 21-13**

ALLOCATING TDA FUNDS FOR THE OPERATION SENIORS TRANSPORTATION

WHEREAS, Plumas County Public Health Agency, acting under direction of the Plumas County Board of Supervisors, as operators of Seniors Transportation and eligible recipients of TDA funds, hereinafter referred to as CLAIMANT, has filed with the Plumas County Transportation Commission a claim for an allocation from the Local Transportation Fund (2029A), and

WHEREAS, CLAIMANT'S proposed expenditures are in conformity with the Regional Transportation Plan, and

WHEREAS, CLAIMANT'S fare box revenues are exceeding the requirements of Public Utilities Code Section 99268.5, and

WHEREAS, CLAIMANT is making full use of federal funds available, and

WHEREAS, the sum of the CLAIMANTS allocations from the Local Transportation Fund does not exceed the amount which the CLAIMANT is eligible to receive, and

WHEREAS, priority consideration has been given to claims to enhance existing public transportation services; and to meet high priority regional, county-wide or area-wide public transportation needs,

NOW THEREFORE, BE IT RESOLVED THAT this Plumas County Transportation Commission approves said claim and does authorize the Plumas County Auditor to allocate to the CLAIMANT funds as and when needed to cover expenditures in the proposed project within fiscal year 2021/22 not to exceed the amount of Three Hundred Four Thousand Fifty-Three Dollars (\$304,053). Said allocations from the Local Transportation Fund (2029A) are subject to the conditions of Section 6659 of the California Administrative Code.

PASSED AND ADOPTED this 21st day of June, 2021 by the Plumas County Transportation Commission.

AYES: Commissioners: *Thrall, Scarlett, Powers, Hagwood, Oels, Ergel*

NOES: Commissioners:

ABSENT: Commissioners:

Susan Scarlett
Vice Chair - Plumas County
Transportation Commission

ATTEST: *Jim Graham*
Jim Graham, Executive Director

Date: 6/21/21



AGENDA REQUEST

For the June 14, 2022, meeting of the Plumas County Board of Supervisors

June 6, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve a supplemental budget increase for the Senior Nutrition budget unit 20830 in the amount of \$30,000.00 to appropriate one-time CARES funding in order to pay remaining FY21/22 food and household expenditures.

Background:

As of Oct 21, 2021, Senior Services had a remainder of \$139,404 in the one-time CARES fund from AAA through Passages to be spent by September 2022.

The amount of the attached budget transfer request is to bring a portion of the funding into the account to be spent in the 2021-22 fiscal year in order to purchase food and household essentials.

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 \$30,000.00

Attachment: Supplemental budget form dated June 6, 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: 6/6/2022

The reason for this request is (check one):

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

Approval Required

Board

Board

Board

Auditor

Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001N	20830	44213	One time money--CARES	30,000.00
Total (must equal transfer to total)				30,000.00

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001N	20830	520300	Food	25,000.00
0001N	20830	520400	Household	5,000.00
Total (must equal transfer to total)				30,000.00

Supplemental budget requests require Auditor/Controller's signature

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

A) Food and household expenses higher than budgeted for FY 21/22

B) One time CARES money provided through Passages for 2021-22 has not been appropriated

C) Payment needs to be made from FY 21/22 budget

D) Amount in "one time money--CARES" was not carried over from 20/21 budget

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 _____

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.

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.

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

**REPORT OF EXPENDITURES FOR
FFCRA AND CARES ACT FUNDS (Home-Delivered Nutrition)**

PROVIDER NAME: Plumas County Senior Nutrition
PERIOD: July-21

Cost Category		FFCRA Funds	CARES Act Funds	Month Total
(1) Personnel	Cash		\$ 5,000.00	\$ 5,000.00
(2) Travel/Training	Cash			\$ -
(3) Equipment	Cash			\$ -
(4) Consultant	Cash			\$ -
(5) Program IIC2 Compliant Food	Cash			\$ -
(5) Other Food	Cash			\$ -
(6) Other Expenses (list below)	Cash	\$ -	\$ 4,000.00	\$ 4,000.00
Household items	Cash		\$ 4,000.00	\$ 4,000.00
	Cash			\$ -
	Cash			\$ -
	Cash			\$ -
	Cash			\$ -
	Cash			\$ -
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	Cash			\$ -
	Cash			\$ -
(7) Indirect	In Kind			\$ -
	Cash	\$ -	\$ 9,000.00	\$ 9,000.00
(8) Total Costs	In Kind	\$ -	\$ -	\$ -
(9) Emergency Supplemental Funds	Cash	\$ -	\$ 9,000.00	\$ 9,000.00

	FFCRA	CARES Act
Total Funding	\$ 17,892.00	\$ 186,950.00
Total Amount Expended	\$ 17,892.00	\$ 47,546.00
Funding Balance	\$ -	\$ 139,404.00

	Current Mo	YTD
IIC1 Compliant Service Units	4096	4096
Non-Compliant Service Units		
TOTAL SERVICE UNITS	4096	4096

I hereby certify that to the best of my knowledge and belief this report is accurate and complete.

Name/Prepared By: DeLena Jones

Name/Reviewed By: John Rix

Name/Reviewed By: Skye Gebhart, CSE Analyst 10/25/2021

In signing below, I approve payment of this invoice and attest that the charges appear reasonable, and progress to date on this project is satisfactory and in keeping with the statement of work.

Authorized Signature: _____
PI or PI's Delegate Date



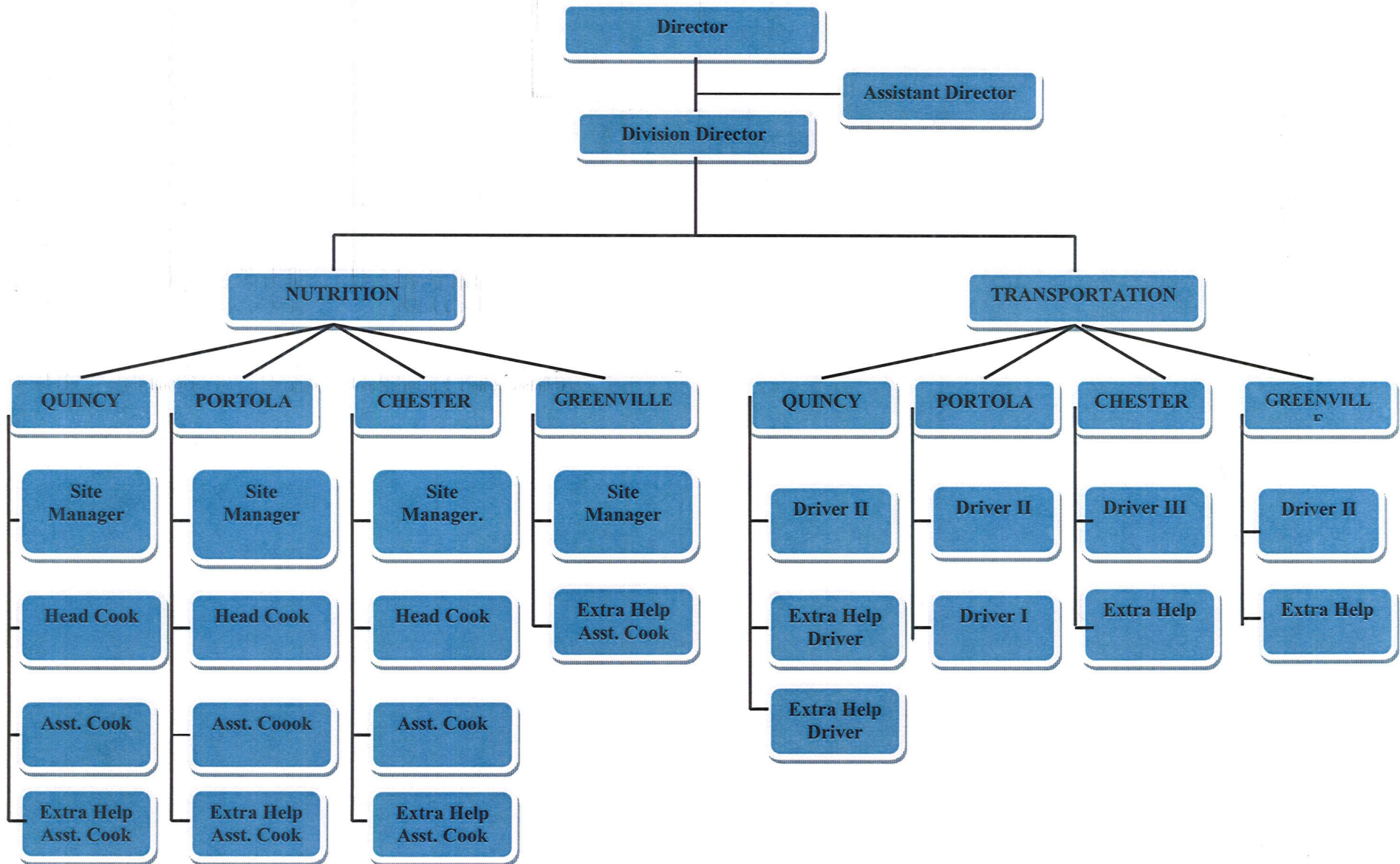
For the June 14, 2022 meeting of the Plumas County Board of Supervisors

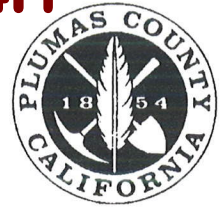


The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) Extra-Help Driver position at .675 FTE at the Chester site.

PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION

4





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 June 14, 2022 meeting of the Plumas County Board of Supervisors

June 3, 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 Maintenance Worker II position in the Quincy Maintenance District, discussion and possible action.

Background:

Filling a vacancy in Quincy due to a Resignation.

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 of one (1) FTE PW Maintenance Worker II position in the Quincy Maintenance District.

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker II/III Public Works Maintenance Division – Quincy 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 Quincy area is 10. This crew is responsible for county-wide traffic painting, heavy equipment transport and supplementing other crews with personnel and equipment. 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 June 2, 2022

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?

A minimum of 10 Maintenance Workers

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 Quincy 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 Quincy 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?

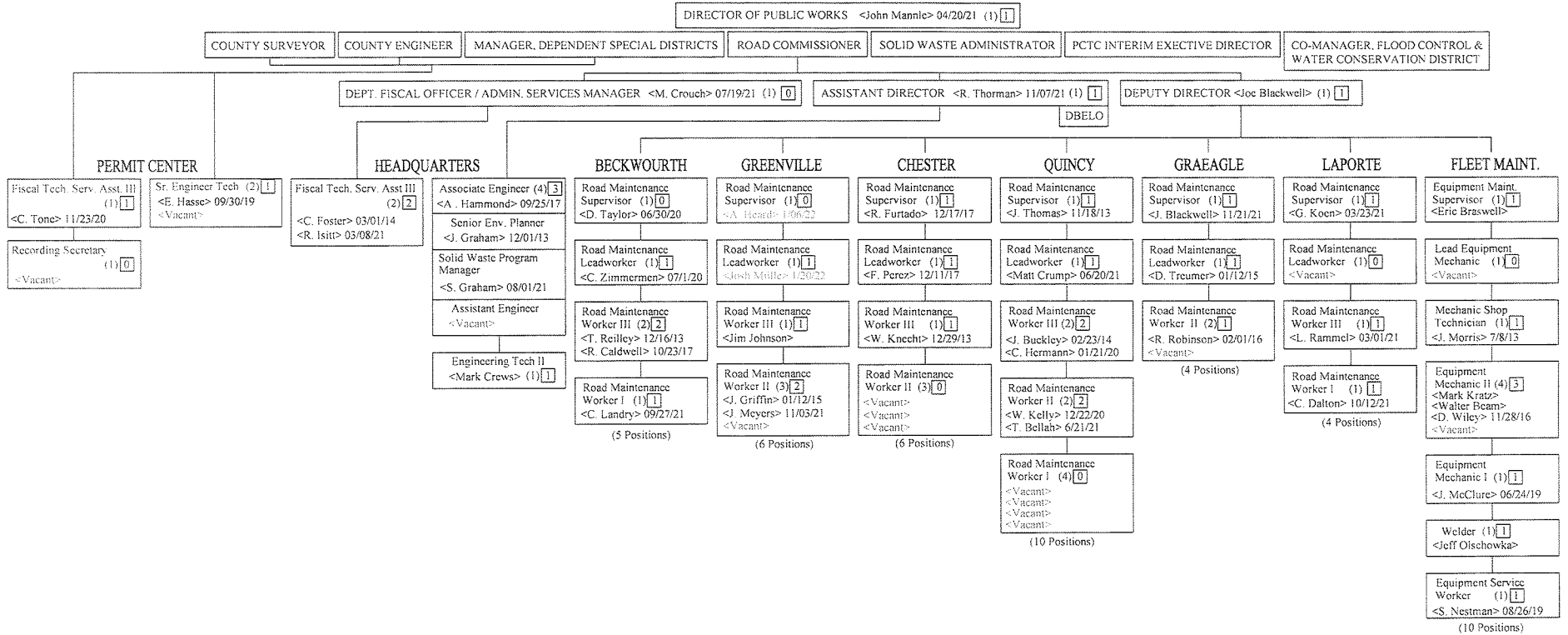
No

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



Director of Public Works
Revision Date: 6/03/22

**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 Rob Thorman, P.E., Assistant Director

AGENDA REQUEST

For the June 14, 2022 meeting of the Plumas County Board of Supervisors

June 6, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink, reading "John Mannle".

Subject: Adopt the Senate Bill 1 Proposed Project List for FY 22/23 allocation of Road Maintenance and Rehabilitation (RMRA) funding, and, authorize the Director of Public Works to submit the project list to the California Transportation Commission (CTC) and perform related duties as may be required to administer the funds.

Recommended Action

Adopt the attached Senate Bill 1 Proposed Project List for FY 22/23 allocation of Road Maintenance and Rehabilitation (RMRA) funding. The allocation amount is estimated by the California State Association of Counties (CSAC) to be \$2,465,733 for Plumas County for FY 22/23. The State Controller's Office will issue monthly allocations after the County's project list is approved by the California Transportation Commission (CTC). The allocated funds will be used to finance the maintenance and improvement of Plumas County roads, bridges, maintenance facilities and fleet. Authorize the Director of Public Works or his assignees to perform related duties as may be required to administer the funds. This fiscal year agencies providing their adopted RMRA lists to the CTC by July 1 will be eligible for allocations beginning in July of 2022. The actual payments will begin two months in arrears (September 2022).

Background

SB 1 dedicated approximately \$1.5 billion per year in new formula revenues apportioned by the State Controller (Controller) to cities and counties for basic road maintenance, rehabilitation, and/or critical safety projects on the local streets and roads system.

To be eligible to receive funding from the Controller, each year, cities and counties must submit a proposed project list adopted at a regular meeting by their board or council that is then submitted to the California Transportation Commission (Commission). Once reviewed and adopted by the Commission, the list of eligible cities and counties to receive funding is sent to the Controller to begin the apportionment process for that fiscal year.

RMRA estimates over the initial 10-year life of SB1 were provided by CSAC and Department of Finance in 2017 (except where noted). To date, overall RMRA revenues have exceeded the estimates.

RMRA Funding to Date

FY	State's RMRA Estimates	RMRA Actuals to date	Plumas Allocations to Pavement Materials (Hot Mix Asphalt and Chip Seal Materials)	Plumas Allocations to Bridge, Culverts, Other non-pavement Projects	Plumas Allocations to Maintenance & Operations	Plumas Allocations to Bike/Ped Projects	Plumas Allocations to Diesel Equipment Procurement per C.A.R.B.
17/18	\$780,000	\$770,140	\$366,000	100,000		\$314,000	
18/19	\$1,790,000	\$2,039,933			\$2,039,933		
19/20	\$1,859,348	\$1,933,298	\$420,000	\$360,000	\$363,298		\$790,000
20/21	\$1,997,037	\$2,074,874	\$645,000		\$1,239,874		\$190,000
21/22	\$2,206,216	*\$1,658,731	\$645,000		\$1,021,216		\$540,000
22/23	**\$2,465,733		\$800,000		\$1,525,733		\$140,000

* Partial FY 21/22 through May 2022 (9 months of allocations)

** Dept. of Finance/CSAC Budget Estimate 5/23/22

RMRA funds are collected and disbursed on a different schedule than regular gas tax (HUTA). Revenues come to local agencies two months after collection by the State. Nine out of the twelve scheduled payments have been received thus far. CSAC distributed revised RMRA estimates for FY 21/22 and FY 22/23 in January and again on May 23rd. The State's May estimate for RMRA FY 21/22 revenues is \$53,640 over the amount adopted by the Board in June of last year.

Proposed FY 22/23 RMRA Allocations

FY	State's RMRA Estimate	Plumas Allocations to Pavement Treatment Projects	Plumas Allocations to PW Staffing, Maintenance & Operations	Plumas Allocations to Diesel Equipment Procurement per C.A.R.B.
22/23	*\$2,465,733	\$800,000 Part of RMRA Project #23	\$1,525,733 Part of RMRA Project #23	\$140,000 RMRA Project #24

*Dept. of Finance/CSAC Budget Estimate 5/23/22

A. Proposed Pavement Projects

The PMS program (StreetSaver) is used for project selection is based on the following parameters:

1. \$800,000 budget for pavement treatments per year to be funded from RMRA, including a separate \$200,000 budget in pavement preventative maintenance and patching materials.
2. An 8% average annual inflation rate and a 4.5% annual interest rate was assigned to account for the current forecast for economic conditions over the next year.

The PMS system works off randomly selected inspection locations collected over time so the program output always needs to be reviewed in the field for actual pavement conditions at proposed project sites. When reviewing potential projects, staff also considers the amount of pavement repair work that is needed on the roads selected prior to implementing a chip seal or an overlay and whether or not that work is in progress or still needs to be scheduled.

In addition, the logistics of pavement treatment applications must be understood. Chip seals rely on the Department's ability to stockpile aggregates in appropriate locations to meet the project's needs. In addition, chip seal projects are planned in 3.9-mile intervals (45,000 sq. ft.+/-) based on using full tanker loads of chip oil to avoid higher unit costs for partial loads or to avoid having the tanker apply oil at multiple locations widely spread apart.

Proposed pavement treatments for summer 2023 will be selected after 2022 chip seal projects are completed and final costs are in and revised unit costs are entered into StreetSaver. Staff will return to the Board in August 2022 (as long we don't have any forest fires).

FY 22-23 Total Proposed Pavement Projects = \$800,000 (approximately 15 miles of chip seals and/or minor overlays). Pavement preparation repairs will focus on local surface streets in the Chester and Quincy Maintenance.

Maintenance & Operations

The Department's recommendation for FY 22/23 is for RMRA funding for labor, equipment, and materials costs for the following maintenance categories:

Maintenance Category #2 - Pavement Patching and Pavement Materials – Countywide Purchase of Patching Materials (Cold Mix Asphalt and Winter Mix Patch) - \$400,000

Maintenance Category #3 – Drainage Maintenance, Culvert Materials and culvert repairs – Countywide - \$300,000

Maintenance Category #4 - Brushing/Limbing/Mowing – Countywide – for vehicle clearances, sight distance improvements and to reduce roadside fuels - \$300,000

Maintenance Category #5 – Striping and Pavement Marking Materials, Restriping County Roads including pavement markings and sign replacements - Countywide - \$300,000

Maintenance Category #6 – Winter De-icing Sand - Countywide - \$50,000

Maintenance Category #BRM - Bridge Preventative Maintenance including repairs to bridge decks, railings, abutment seats, joint seals, and scour prevention - \$175,733

FY 22-23 Total Proposed for Maintenance and Operations = \$1,525,733

FY 22-23 Total Proposed for Public Works Staffing, Maintenance and Operations = \$2,325,733

B. Equipment Acquisition for CARB Compliance

The Department's schedule of fleet replacement for meeting California Air Resources Board (CARB) diesel emission requirements is attached. Compliance will be obtained with the small amount of remaining vehicle acquisitions and by maintaining compliance with CARB low-use mileage or engine hours exceptions. The Department is requesting approval for a portion of the FY 22/23 RMRA funds to be used for an equipment acquisition contract for equipment replacement to meet C.A.R.B. diesel emissions reductions compliance. This project will include: Replace (1) Ford F550 Mechanic Service Truck for C.A.R.B. compliance. All vehicle acquisitions would then be approved at subsequent regular Board meetings.

FY 22-23 Total Proposed for Equipment Acquisition = \$140,000

Fiscal Impact

No impact to the general fund will result from the recommended actions. The RMRA funds will be included in the FY 22/23 Budget for the Department. These revenues are estimated to be expended over fiscal years FY 22/23 and FY 23/24 depending upon the rate of disbursement by the SCO construction schedules.

Reason for the Recommended Action

To be eligible to receive RMRA allocations, SB 1 initially required counties to report on their planned expenditures of Road Maintenance and Rehabilitation (RMRA) funding from SB 1 pursuant to the county budget. Subsequent legislation under SB 112 (Senate Budget and Fiscal Review Committee) now allows adoption of RMRA project lists outside of the budget process to facilitate additional transparency and timely reporting. This year the CTC requests the project lists to be entered into the CALSMART reporting system by July 1, 2022.

Recommended Action

Adopt the attached Senate Bill 1 Proposed Project Resolution for FY 22/23 allocation of Road Maintenance and Rehabilitation (RMRA) funding. The allocation amount is estimated by the California State Association of Counties (CSAC) to be \$2,465,733 for Plumas County for FY 22/23. The State Controller's Office will issue monthly allocations after the County's project list is approved by the California Transportation Commission (CTC). The allocated funds will be used to finance the maintenance and improvement of Plumas County roads, bridges, maintenance facilities and fleet. Authorize the Director of Public Works or his assignees to perform related duties as may be required to administer the funds. Agencies providing their adopted RMRA lists to the CTC By July 1 will be eligible for allocations beginning in July of 2022. The actual payments will begin two months in arrears (September 2022).

Attachments

Plumas County RMRA Project List Resolution for FY 22/23
Exhibit A – Plumas County RMRA Table for FY 22/23
5/23/22 CSAC Revised RMRA Estimates

RESOLUTION NO. _____

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23
FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our Plumas County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the Plumas County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the Plumas County, will receive an estimated \$2,465,733 in RMRA funding in Fiscal Year 2022-23 from SB 1 based upon the revised estimates issued by the Department of Finance and CSAC on May 23, 2022; and

WHEREAS, this is the fifth year in which the Plumas County is receiving SB 1 funding and will enable the Plumas County to continue essential, basic road maintenance and operations, rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the Plumas County has undergone a robust public process to ensure public input into our community's transportation priorities in cooperation with the Plumas County Transportation Commission in the completion of the 2020 Regional Transportation Plan including public meetings in the communities of Chester, Greenville, Quincy, Graeagle and Portola; and

WHEREAS, the Plumas County uses the StreetSaver Pavement Management System to assist in the development of cost effective pavement repair strategies, and

WHEREAS, the Plumas County follows California Air Resources Board (CARB) diesel emission reduction requirements to develop the Department's schedule of fleet replacement, and

WHEREAS, the funding from SB 1 will help the Plumas County maintain and rehabilitate the existing 680 miles of roadways and 90 bridges throughout the Plumas County over the coming fiscal year and beyond; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the Plumas County's streets and roads are in an "at risk" condition and this revenue will help us maintain the overall quality of our road system and over the next decade will move our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in maintaining our existing local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure where feasible, and using new technology, materials and practices where feasible, will have significant benefits all users of the Plumas County Road System.

WHEREAS, the SB 1 project list has been adjusted for fiscal impacts to SB1 funding due to the COVID-19 pandemic and the Dixie Fire in order to adopt a program that is fiscally sound for Plumas County's Road Department based upon the best information available provided by the State as of this date.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Plumas County, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2022-23 Road Maintenance and Rehabilitation Account revenues:

Plumas County RMRA Project #23 Title: Public Works Staffing, Maintenance and Operations

Project Description: This project will include: costs of maintaining sufficient, trained Public Works staffing, repair and servicing of Public Works equipment, procurement of road maintenance and rehabilitation materials, procurement of Public Works safety materials and gear and the costs of operations and repairs of Maintenance Yards. This project will include all aspects of maintaining county roadways including roadway surface repairs, repairing culverts and reforming drainages to accommodate storm runoff, removing vegetation to improve visual clearances and vehicles for safety, striping and pavement markings, and repairs and replacements of signs and guardrails including any necessary Dixie Fire repairs that are unreimbursed by FEMA and Cal-OES.

Project Location: Countywide - Quincy, Chester, Greenville, Graeagle, Beckwourth, La Porte Maintenance Districts

Estimated Project Schedule: Start (07/01/22)– Completion (09/30/23) based on the component being funded with RMRA funds

Estimated Project Useful Life: 1-10 years

RMRA Allocation: \$2,325,733

Plumas County RMRA Project #24 Title: Equipment Acquisition

Project Description: Equipment acquisition contract for equipment replacement to meet C.A.R.B. diesel emissions reductions compliance. This project will include: Replace (1) Ford F550 Mechanic Service Truck for C.A.R.B. compliance.

Project Location: Unit is used countywide – unit will be based at Quincy Maintenance District.

Estimated Project Schedule: Start (07/01/22)– Completion (09/30/23) based on the component being funded with RMRA funds

Estimated Project Useful Life: 25 years

RMRA Allocation: \$140,000

PASSED AND ADOPTED by the Board of Supervisors of Plumas County, State of California this 14th day of June, 2022, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

Exhibit A: FY 22/23 Plumas County RMRA

[illegible]

County HUTA and RMRA Revenue Estimates - FY 2022-23						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
ALAMEDA	\$8,887,333	\$14,403,563	\$6,557,894	\$429,665	\$21,894,812	\$52,173,266
ALPINE	\$172,919	\$290,684	\$138,548	\$22,696	\$426,003	\$1,050,851
AMADOR	\$859,447	\$744,124	\$548,967	\$200,029	\$2,117,332	\$4,469,900
BUTTE	\$2,907,989	\$2,595,651	\$1,857,461	\$434,736	\$7,164,114	\$14,959,951
CALAVERAS	\$1,304,547	\$1,056,521	\$833,272	\$335,623	\$3,213,878	\$6,743,841
COLUSA	\$1,017,434	\$615,400	\$649,880	\$122,104	\$2,506,547	\$4,911,365
CONTRA COSTA	\$7,525,934	\$11,731,510	\$5,606,895	\$950,665	\$18,540,874	\$44,355,878
DEL NORTE	\$528,441	\$346,609	\$337,539	\$114,710	\$1,301,866	\$2,629,164
EL DORADO	\$2,754,404	\$3,742,987	\$2,030,903	\$850,691	\$6,785,742	\$16,164,727
FRESNO	\$9,674,027	\$10,060,607	\$6,179,230	\$1,245,587	\$23,832,911	\$50,992,362
GLENN	\$1,241,538	\$755,127	\$793,025	\$146,336	\$3,058,649	\$5,994,675
HUMBOLDT	\$2,366,706	\$1,818,133	\$1,511,720	\$422,273	\$5,830,610	\$11,949,442
IMPERIAL	\$4,359,446	\$2,488,564	\$2,784,571	\$448,363	\$10,739,920	\$20,820,865
INYO	\$1,440,592	\$965,382	\$920,170	\$126,019	\$3,549,040	\$7,001,203
KERN	\$8,963,951	\$9,085,281	\$5,725,672	\$2,035,801	\$22,083,568	\$47,894,272
KINGS	\$1,851,537	\$1,393,274	\$1,182,658	\$230,091	\$4,561,441	\$9,219,001
LAKE	\$1,297,575	\$1,050,495	\$828,819	\$352,439	\$3,196,703	\$6,726,031
LASSEN	\$1,246,476	\$937,222	\$796,179	\$131,417	\$3,070,814	\$6,182,107
LOS ANGELES	\$54,174,898	\$87,092,781	\$39,719,488	\$2,748,295	\$133,465,151	\$317,200,613
MADERA	\$2,712,664	\$1,780,144	\$1,732,699	\$506,625	\$6,682,913	\$13,415,044
MARIN	\$2,007,399	\$2,668,719	\$1,311,886	\$298,622	\$4,945,424	\$11,232,049
MARIPOSA	\$823,671	\$538,086	\$526,115	\$135,110	\$2,029,193	\$4,052,175
MENDOCINO	\$1,925,786	\$1,384,505	\$1,230,085	\$412,722	\$4,744,362	\$9,697,461
MERCED	\$3,646,103	\$2,858,089	\$2,328,928	\$607,496	\$8,982,531	\$18,423,147
MODOC	\$1,213,173	\$867,296	\$774,907	\$65,794	\$2,988,770	\$5,909,940
MONO	\$891,978	\$777,267	\$569,746	\$32,492	\$2,197,476	\$4,468,960
MONTEREY	\$4,047,955	\$4,536,196	\$2,585,608	\$898,664	\$9,972,532	\$22,040,955
NAPA	\$1,410,760	\$1,637,589	\$901,115	\$320,934	\$3,475,545	\$7,745,943
NEVADA	\$1,496,271	\$1,765,832	\$955,734	\$323,450	\$3,686,209	\$8,227,496
ORANGE	\$18,384,331	\$31,021,348	\$14,050,501	\$759,326	\$45,291,596	\$109,507,102
PLACER	\$4,107,373	\$6,192,580	\$3,112,943	\$848,552	\$10,118,913	\$24,380,361
PLUMAS	\$1,000,867	\$1,048,201	\$639,298	\$157,550	\$2,465,733	\$5,311,648
RIVERSIDE	\$16,330,807	\$23,908,370	\$11,284,696	\$1,616,361	\$40,232,538	\$93,372,772

County HUTA and RMRA Revenue Estimates - FY 2022-23						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
SACRAMENTO	\$11,547,028	\$15,570,007	\$7,861,076	\$2,210,876	\$28,447,232	\$65,636,219
SAN BENITO	\$974,496	\$820,642	\$622,454	\$165,798	\$2,400,766	\$4,984,156
SAN BERNARDINO	\$15,565,750	\$22,698,235	\$10,705,063	\$1,515,431	\$38,347,746	\$88,832,226
SAN DIEGO	\$21,347,957	\$33,071,416	\$15,516,382	\$2,024,920	\$52,592,778	\$124,553,453
SAN FRANCISCO*	\$4,100,606	\$5,237,056	\$2,619,238	\$9,600	\$10,102,242	\$22,068,743
SAN JOAQUIN	\$6,556,672	\$8,076,992	\$4,188,037	\$951,005	\$16,153,002	\$35,925,707
SAN LUIS OBISPO	\$3,546,659	\$3,513,242	\$2,265,409	\$680,447	\$8,737,542	\$18,743,299
SAN MATEO	\$4,690,723	\$7,474,877	\$3,436,134	\$297,278	\$11,556,054	\$27,455,066
SANTA BARBARA	\$3,573,611	\$4,588,596	\$2,394,041	\$826,459	\$8,803,940	\$20,186,647
SANTA CLARA	\$10,950,987	\$17,648,269	\$7,938,566	\$307,885	\$26,978,825	\$63,824,532
SANTA CRUZ	\$2,338,361	\$2,938,089	\$1,590,527	\$659,508	\$5,760,780	\$13,287,265
SHASTA	\$2,769,748	\$2,657,596	\$1,769,161	\$426,368	\$6,823,546	\$14,446,420
SIERRA	\$485,443	\$433,178	\$310,074	\$35,254	\$1,195,937	\$2,459,887
SISKIYOU	\$1,984,400	\$1,561,446	\$1,267,524	\$212,241	\$4,888,764	\$9,914,377
SOLANO	\$3,452,250	\$4,834,027	\$2,230,230	\$210,505	\$8,504,955	\$19,231,967
SONOMA	\$4,968,233	\$5,943,212	\$3,173,430	\$955,899	\$12,239,726	\$27,280,500
STANISLAUS	\$5,145,272	\$5,925,728	\$3,286,513	\$754,652	\$12,675,879	\$27,788,043
SUTTER	\$1,576,468	\$1,246,529	\$1,006,960	\$211,103	\$3,883,784	\$7,924,844
TEHAMA	\$1,746,331	\$1,023,945	\$1,115,459	\$271,411	\$4,302,257	\$8,459,403
TRINITY	\$917,303	\$697,575	\$585,922	\$96,939	\$2,259,866	\$4,557,605
TULARE	\$6,147,701	\$4,885,736	\$3,926,809	\$765,010	\$15,145,463	\$30,870,720
TUOLUMNE	\$1,211,620	\$1,087,983	\$773,916	\$331,400	\$2,984,945	\$6,389,865
VENTURA	\$5,801,284	\$9,004,631	\$4,261,116	\$633,542	\$14,292,030	\$33,992,603
YOLO	\$2,151,972	\$2,251,797	\$1,374,560	\$181,936	\$5,301,593	\$11,261,859
YUBA	\$1,245,794	\$922,060	\$795,744	\$294,628	\$3,069,136	\$6,327,362
TOTALS	\$297,371,000	\$396,271,000	\$206,021,500	\$33,361,334	\$732,602,500	\$1,665,627,334

* county share only

K:\HLT Files\Transportation\HUTA and RMRA\2021-22\[HUTA and RMRA 2021-22 Worksheet 052322.xlsx]Allocations

2020 SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000 (SRS): TITLE III

<u>APPLICATION</u>	<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>	<u>-</u>
1	Plumas County Sheriff Search & Rescue Vehicle Replacement Project	II	\$ 116,686.24	
2	Plumas County Sheriff Search & Rescue Reimbursement Replacement Project	II	\$ 80,000.00	
2	Plumas County Sheriff Microwave Radio Replacement	II	\$ 20,000.00	
TOTAL			\$ 216,686.24	
TOTAL RECEIVED 2020			\$ 216,686.24	

Category I

Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires

Category II

Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county

Category III

Develop community wildfire protection plans in coordination with the Secretary of Agriculture

DEPOSIT PERMIT

COUNTY OF PLUMAS
STATE OF CALIFORNIA

THE TREASURER
HAS RECEIVED FOR DEPOSIT

FROM: State Of California
(Department or Agency)

Date: 5/4/2022

THE SUM OF: Two million Eight Hundred Forty Seven Thousand Eight Hundred Seventy Six and 3/4

DOLLARS \$ \$2,847,876.34

RECEIPT NOS. _____

By: Martine Hake
(SIGNATURE)

ON ACCOUNT OF	FUND	OBJECT	ORG	CASH ACCT.	AMOUNT
US Forest Reserve/ SRS	0002	2052144	44512		\$ 1,315,595.05
GC sections 29480-29484	3004	2506046	46060		1315595.05
	0011	200274	44512		216686.24
10/01/2020-9/30/2021		2002744			
Claim Schedule 2100389A					

Coin	0.00
Currency	0.00
Checks	
Direct Dep.	\$ 2,847,876.34

Union Bank

CERTIFIED INTO THE COUNTY TREASURY
UNDER SEC. 27008, GOVT. CODE.

County Auditor/Controller

Date: 5/4/2022

By: [Signature]
Deputy

Treasurer and Tax Collector

Date: 5/4/2022

By: [Signature]

FUND NAME	FUND NO.
335	
154292	

DEPOSIT NO.

State Controller's Office
Remittance Advice
United States Forest Reserve
Claim Schedule: 2100389A
Issue Date: May 2, 2022
Fiscal Year: 2021-2022

Collection Period: October 01, 2020 - September 30, 2021

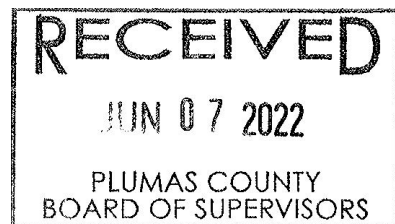
Description: Government Code sections 29480 - 29484. Allocation of Federal Forest Reserve Receipts pursuant to the Secure Rural Schools (SRS) Act that was reauthorized by P.L. 117-58 for fiscal years 2021 through 2023 and amended by P.L. 117-102 for fiscal year 2021.

For assistance, please call Antwan Madison at 916-324-7335 or at amadison@sco.ca.gov.

County	25% Percent Payment Amount	Title I Amount	Title III Amount	Payment Amount	Year to Date
Alpine County Treasurer	\$0.00	\$351,015.06	\$28,907.12	\$379,922.18	\$379,922.18
Amador County Treasurer	\$0.00	\$230,886.03	\$40,744.59	\$271,630.62	\$271,630.62
Butte County Treasurer	\$0.00	\$305,440.49	\$26,726.04	\$332,166.53	\$332,166.53
Calaveras County Treasurer	\$0.00	\$123,543.95	\$21,801.87	\$145,345.82	\$145,345.82
Colusa County Treasurer	\$0.00	\$91,443.77	\$0.00	\$91,443.77	\$91,443.77
Del Norte County Treasurer	\$0.00	\$1,074,786.80	\$0.00	\$1,074,786.80	\$1,074,786.80
El Dorado County Treasurer	\$0.00	\$1,464,921.59	\$120,640.60	\$1,585,562.19	\$1,585,562.19
Fresno County Treasurer	\$0.00	\$997,533.88	\$82,149.85	\$1,079,683.73	\$1,079,683.73
Glenn County Treasurer	\$0.00	\$245,052.34	\$21,442.08	\$266,494.42	\$266,494.42
Humboldt County Treasurer	\$0.00	\$763,308.83	\$62,860.73	\$826,169.56	\$826,169.56
Inyo County Treasurer	\$665,092.22	\$0.00	\$0.00	\$665,092.22	\$665,092.22
Kern County Treasurer	\$0.00	\$157,048.03	\$12,933.37	\$169,981.40	\$169,981.40
Lake County Treasurer	\$0.00	\$359,704.12	\$29,622.69	\$389,326.81	\$389,326.81
Lassen County Treasurer	\$0.00	\$1,405,084.73	\$115,712.86	\$1,520,797.59	\$1,520,797.59
Los Angeles County Treasurer	\$1,450,358.11	\$0.00	\$0.00	\$1,450,358.11	\$1,450,358.11
Madera County Treasurer	\$0.00	\$403,718.54	\$33,247.41	\$436,965.95	\$436,965.95
Mariposa County Treasurer	\$0.00	\$228,305.87	\$40,289.27	\$268,595.14	\$268,595.14
Mendocino County Treasurer	\$0.00	\$250,768.41	\$20,651.52	\$271,419.93	\$271,419.93
Modoc County Treasurer	\$0.00	\$1,212,066.28	\$42,778.81	\$1,254,845.09	\$1,254,845.09
Mono County Treasurer	\$711,151.52	\$0.00	\$0.00	\$711,151.52	\$711,151.52
Monterey County Treasurer	\$0.00	\$15,355.95	\$0.00	\$15,355.95	\$15,355.95
Nevada County Treasurer	\$0.00	\$279,415.73	\$23,010.71	\$302,426.44	\$302,426.44
Orange County Treasurer	\$59,235.20	\$0.00	\$0.00	\$59,235.20	\$59,235.20
Placer County Treasurer	\$0.00	\$561,920.50	\$49,168.05	\$611,088.55	\$611,088.55
Plumas County Treasurer	\$0.00	\$2,631,190.10	\$216,686.24	\$2,847,876.34	\$2,847,876.34
Riverside County Treasurer	\$412,391.13	\$0.00	\$0.00	\$412,391.13	\$412,391.13
San Bernardino County Treasurer	\$708,551.80	\$0.00	\$0.00	\$708,551.80	\$708,551.80
San Diego County Treasurer Public Works Road	\$312,914.32	\$0.00	\$0.00	\$312,914.32	\$312,914.32
San Luis Obispo County Treasurer	\$29,144.16	\$0.00	\$0.00	\$29,144.16	\$29,144.16
Santa Barbara County Treasurer	\$96,411.60	\$0.00	\$0.00	\$96,411.60	\$96,411.60
Shasta County Treasurer	\$0.00	\$1,454,752.74	\$119,803.16	\$1,574,555.90	\$1,574,555.90
Sierra County Treasurer	\$0.00	\$669,854.06	\$27,582.22	\$697,436.28	\$697,436.28
Siskiyou County Treasurer	\$0.00	\$3,360,425.69	\$276,740.93	\$3,637,166.62	\$3,637,166.62
Tehama County Treasurer	\$0.00	\$868,108.71	\$53,618.48	\$921,727.19	\$921,727.19
Trinity County Treasurer	\$0.00	\$2,801,935.71	\$98,891.84	\$2,900,827.55	\$2,900,827.55
Tulare County Treasurer	\$0.00	\$393,967.07	\$32,444.35	\$426,411.42	\$426,411.42
Tuolumne County Treasurer	\$0.00	\$929,159.75	\$76,519.04	\$1,005,678.79	\$1,005,678.79
Ventura County Treasurer	\$89,436.27	\$0.00	\$0.00	\$89,436.27	\$89,436.27
Yuba County Treasurer	\$0.00	\$86,624.94	\$15,286.75	\$101,911.69	\$101,911.69
Total	\$4,534,686.33	\$23,717,339.67	\$1,690,260.58	\$29,942,286.58	\$29,942,286.58

**2022 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

1.	Project Title: Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project		
	Group Submitting Project: Plumas Co. Sheriff's Office		
	Requested Grant Amount: \$116,686.24	Funding Period: 2022-2025	
	Contact Name: U/S Chad Hermann		
	Address: 1400 E Main St Quincy, CA		
	Phone: 530-283-6390		
		E-Mail: chermann@pcso.net	



2022 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2.	<p>Project Summary The Plumas County Sheriff's Office and Plumas County Search and Rescue are the primary responders to all search and rescue (SAR) related missions within the County. Due to the significant amount of federal land in the County, almost all SAR related calls end up being on USFS controlled land. The Plumas County Sheriff's Office Dispatch Center coordinates response to these calls with all agencies, within and outside of Plumas County.</p> <p>Currently SAR has some vehicles used for emergency response that were made in 1986, making them 36 years old. One vehicle has recently been very problematic mechanically and it is no longer adequate to tow equipment trailers that are used to transport SAR equipment. It is no longer cost effective to continue to pay for repairs as the end result is the vehicle is still old and has outlived its useful life. Essentially the repair is just a stop gap ahead of the next part breaking and taking the vehicle out of service.</p> <p>With a number of new SAR members currently going through their initial training, the team's membership numbers will increase. This will lead to a situation where if just over 50% of members respond to a call, there will not be enough space in the current vehicles to transport everyone to the call for service. This typically requires available members to respond in their personal vehicles which creates a new set of problems. Limited communications enroute to a call along with dealing with potential damage to someone's personal vehicle used to respond to calls makes a greater argument for replacing the current, older truck.</p> <p>This application seeks to replace the problematic vehicle with a new truck outfitted with radios, effective storage space, a winch and other permanently mounted emergency equipment. It has been nine years since a Title III application was submitted to replace a SAR vehicle. The vehicle's replacement will certainly help the overall SAR response and likely add to the team's overall capabilities. In turn this will lead to more successful SAR missions as the vehicle it replaces reliability should not continue to be an issue.</p>
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**2022 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

3.	<p>How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input type="checkbox"/> I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</p> <p><input checked="" type="checkbox"/> II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</p> <p><input type="checkbox"/> III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</p> <p>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center.</p> <p>Reimbursement for the purchase of replacement equipment, materials and supplies expended, damaged or destroyed during an emergency response on national forests is an authorized use of Title III funding. Since this project seeks to replace a vehicle used for decades of emergency responses on USFS land and has become unreliable to continue such use, the use of Title III funds are appropriate.</p>

**2022 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

4.

Project Workplan: By using established financial tracking mechanisms currently in place within the Sheriff’s Office, the Sheriff will use these funds to purchase the needed vehicle, following the County Purchasing Policy. Once the vehicle is purchased and outfitted, it will be placed into service as a frontline SAR response vehicle.

The utilization of these funds allows the Sheriff’s Office to replace equipment effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

5

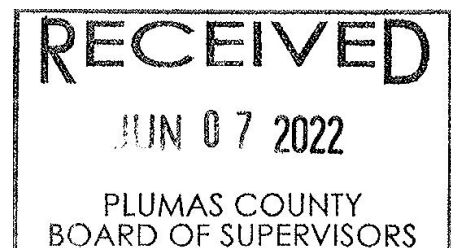
Project Budget:

Vehicle Replacement	\$116,686.24
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APPLICATION #2

2022 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

1.	Project Title: Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project	
	Group Submitting Project: Plumas Co. Sheriff's Office	
	Requested Grant Amount: \$80,000	Funding Period: 2022-2025
	Contact Name: U/S Chad Hermann	
	Address: 1400 E Main St Quincy, CA	
	Phone: 530-283-6390	
	E-Mail: chermann@pcso.net	



2022 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2. **Project Summary** The Plumas County Sheriff's Office and Plumas County Search and Rescue are the primary responders to all search and rescue (SAR) related missions within the County. Due to the significant amount of federal land in the County, almost all SAR related calls end up being on USFS controlled land. The Plumas County Sheriff's Office Dispatch Center coordinates response to these calls with all agencies, within and outside of Plumas County.

With current economic issues, many times available personnel to handle these calls are lacking and the missions are not staffed adequately without depleting overtime funding. While Search and Rescue call for service saw a brief decline during Covid, the call volume is once again continuing an upward trend which started a decade ago. More calls for service mean more resources to handle them. In addition, there are other, non-salary related costs involved in these responses, such as vehicle and equipment repair or replacement, that are not otherwise specifically funded. The costs of SAR operations would tax the existing budget and threaten general law enforcement service responses. The Sheriff's Office is seeking these funds to adequately respond to SAR related calls on federal land with enough staff and proper equipment to handle the mission along with providing related maintenance needs and equipment replacement, if needed. This provides the best service possible with available resources for the residents and visitors to Plumas County in a timely and professional manner during these emergencies.

In the 1990's Search and Rescue acquired three ATVs for use on SAR related calls. At the time these ATVs had a distinct and positive impact on calls as they were able to reach victims in need who were in areas not accessible by on highway type vehicles. Fast forward almost 30 years and the need for ATV's has diminished. Mountain biking and single-track motorcycle trails are now far more common than ATV trails.

The ATVs purchased in the 1990s have become unreliable due to their age. Search and Rescue has effectively used the State's Off Highway Grant Program to purchase two side by side utility vehicles for SAR operations. While these new side by sides certainly fill some of the gap ATVs were previously used for, they do not address, or have not been effective, in dealing with calls on trails developed for hikers, bicyclists and motorcyclists. Calls for these types of recreationalists have increased significantly and make up the majority of the rise in overall calls for service.

While it seems logical to replace the current, aging ATVs with motorcycles, there are many places where their use will come up short. Many hiking/bicycle trails have areas too narrow to pass with a motorcycle or obstructions such as downed trees which prevent passage. This is not to mention that many trails expressly prohibit the use of gas-powered vehicles and also require a specific endorsement on driver's licenses that many SAR responders do not have.

A viable solution seems to lie with electric mountain bikes. These bikes have come a long way over the past 10 years, with significantly more capacity and range. There are now electric bikes made specifically for hunters and are designed to carry larger loads, while still offering 50+ miles of range on a single battery charge. The needs for hunters and SAR in regards to back country access are very similar, so like equipment is many times used by each group. The bikes are narrow enough to transit limited trails, light

2022 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

2.	<p>enough to lift over obstructions and do not require special driver's license endorsements.</p> <p>The intention for this part of the application is to replace the three aging ATVs with electric mountain bikes specifically for search and rescue use. This will eliminate the increased costs associated with maintaining the older ATVs and provide a platform with more response capabilities as they can reach areas the ATVs cannot. While electric bikes with the capabilities search and rescue needs are expensive, they are still initially more cost effective than ATVs. Also, with electric mountain bikes, long terms costs should be much less as maintenance needs for the bikes is just a fraction of what is needed for ATVs. Lastly electric mountain bikes are more environmentally friendly and significantly more appropriate to access back country locations where, technically, gas powered vehicles use may be prohibited.</p>
3.	<p>How does the project address the activities authorized by Title III? Check all that apply:</p> <p><input type="checkbox"/> <i>I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.</i></p> <p><input checked="" type="checkbox"/> <i>II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.</i></p> <p><input type="checkbox"/> <i>III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.</i></p> <p>Explain: The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center. The Sheriff's Office is seeking reimbursement for actual expenses incurred during the SAR calls on USFS lands, as well as other related emergency responses, which include wildfire evacuations. This includes wages and benefits for those involved Sheriff's employees, mileage, fuel, repair or replacement of equipment damaged or destroyed, and training of department personnel. In addition, this application will provide funding for electric mountain bikes to be used exclusively for SAR activities to enhance response capabilities on the ever-increasing single track and walking trails systems throughout the forest.</p>

**2022 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to cover salaries and benefits of Sheriff Office employee's involved in the dispatch, and response to SAR and other related emergency calls on federal lands. The funds will also be used to reimburse actual expenses incurred in these missions as they relate to vehicle repair, replacement, fuel, purchase of electric mountain bikes, incidental expenses and repairing or replacing damaged or destroyed SAR equipment.

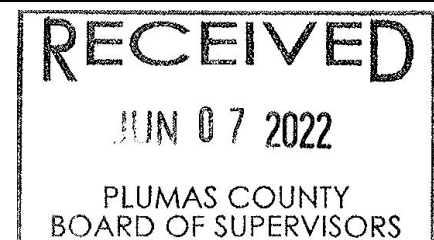
The utilization of these funds allows the Sheriff's Office to staff and support missions effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.

2022 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

5	<div>Project Budget:</div> <table><tr><td>Salaries and benefits</td><td>\$20,000</td></tr><tr><td>Electric Mountain Bikes</td><td>\$35,000</td></tr><tr><td>Equipment repair and replacement</td><td>\$12,500</td></tr><tr><td>Vehicle Repair, Maintenance and Fuel</td><td><u>\$12,500</u></td></tr><tr><td>Total</td><td>\$80,000</td></tr></table>	Salaries and benefits	\$20,000	Electric Mountain Bikes	\$35,000	Equipment repair and replacement	\$12,500	Vehicle Repair, Maintenance and Fuel	<u>\$12,500</u>	Total	\$80,000
Salaries and benefits	\$20,000										
Electric Mountain Bikes	\$35,000										
Equipment repair and replacement	\$12,500										
Vehicle Repair, Maintenance and Fuel	<u>\$12,500</u>										
Total	\$80,000										

**2022 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

1.	Project Title: Plumas Co. Sheriff's Office Microwave Radio Replacement Project	
	Group Submitting Project: Plumas County Sheriff's Office	
	Requested Grant Amount: \$20,000	Funding Period: 2022 to 2025
	Contact Name: U/S Chad Hermann	
	Address: 1400 E Main St Quincy, CA. 95971	
	Phone: 530-283-6361	
2.	E-Mail: chermann@pcso	
	Project Summary <p>Strong and robust communications are needed to support Search and Rescue (SAR) operations throughout the County. The loss of radio communication has affected SAR responses more than any other type of call due to the fact they are typically in remote areas with reduced coverage on USFS lands. These lack or inability for responding units to communicate directly with the dispatch center can lead to a reduced success rate of recovery of those needed quick emergent services. The impact can also be on those responding to the calls for service if they are injured and unable to request assistance. Over the years, the Sheriff's Office has built out a large microwave network that supports all types of emergency communications in the field to the central dispatch center in Quincy. This system has vastly improved radio communications.</p> <p>The current system was installed in 2006 and is now 16 years old. It is time to start replacing the microwave equipment as they are nearing their life expectancy. It is time to start replacing equipment before it fails to maintain the high level of reliability we have experienced over the last 15+ years.</p> <p>This grant application will help assure our radio systems will continue to operate properly in remote areas of the county on lands managed by USFS and support our SAR responders on their missions through the jurisdiction.</p>	



**2022 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

3. How does the project address the activities authorized by Title III? Check all that apply:

_____ I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

XX II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.

_____ III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.

Explain: To achieve an acceptable level of search and rescue along with other emergency service related calls, radio equipment must remain operational. It is never a good plan to wait for emergency communication equipment to fail, but a much better path forward to replace the equipment before a failure occurs. A lack of communications in remote areas is dangerous for first responders and search and rescue related calls, and detrimental to the search, rescue and treatment of the victims that need help. This project continues to build on the communication system already in place by starting to replace equipment nearing its life expectancy.

2022 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County

4.	Project Workplan: Replace a critical microwave link with new equipment.
5	Project Budget: Purchase and install a microwave link \$20,000.00

**2022 Title III, Secure Rural Schools and Community Self-Determination Act
Plumas County**

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May 11, 2022

Dwight Ceresola
Plumas County Supervisor, District 1

RE: Resignation from Plumas County Fish and Game Commission

Mr. Ceresola,

I am notifying you that I am officially resigning from my appointment as a commissioner for District 1 from the Plumas County Fish and Game Commission. I has been an honor to serve my county for nearly 12 years on the commission. Due to added duties at work, to which I commute to in Reno 5 days a week, and more time spent helping run my church in Beckworth, I am needing to take some commitments out of my schedule. It has also become difficult to leave work and even get home with the current slow commute out of Reno and get to Quincy in time for Fish and Game Commission meetings.

I am recommending my replacement, Matt Brubaker, who has agreed to be presented for the appointment at the next available Plumas County Board of Supervisors Meeting. Matt is a life-long resident of Portola and currently lives in Plumas County's District 1 and would serve alongside the other commissioner for District 1, Dave Valle.

Please send Matt any required forms that he will need to apply for the appointment.

Thank you for your assistance in this matter, and please feel free to call if you have any questions.

Dan Seiler
875 Kandy Lane
Portola, CA 96122
(530) 249-1182
dseiler@clarksullivan.com

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name MATTHEW BRUBAKER Email mbrubaker22@gmail.com

Mailing Address 103 ESPINAL DR
PORTOLA 96122 Street Telephone: 530-249-1159
Town Zip

Employer's Name PLUMAS-SIERRA RURAL ELECTRIC Telephone: 530-249-1159
& Address

73233 HIGHWAY 70 PORTOLA, CA. 96122

Present Occupation STAKING ENGINEER Are You Over 18 Years of Age YES

Board/Commission Applied for PLUMAS COUNTY F&G COMMISSION

As representative of (check one) Supervisorial District # 1 (OR) At Large _____

Summary of Qualifications for Position: AVED OUTDOORSMAN

B.S. IN BIOLOGICAL SCIENCES

Reasons for Applying: RECRUITED FOR POSITION BY DAN SILER

List any organizations of which you are an officer or an employee which are funded by or provide services to county government: NONE

Date 6/3/22 Signature MH Brubaker

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR
COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name JAMES W. Magill Email jmagill48@gmail.com

Mailing Address 57509 Highway 70
Cromberg CA 91 Street Telephone: 530-927-9531
Town Zip

Employer's Name N/A Telephone: N/A
& Address

Present Occupation Retired Are You Over 18 Years of Age YES

Board/Commission Applied for Plumas County Fish and Game Comm.

As representative of (check one) Supervisorial District # 5 (OR) At Large

Summary of Qualifications for Position: 200+ College Units No Degree

Foothill Junior College

DeAnza Junior College

Humboldt State College

California Polytechnic State University

Reasons for Applying: Interest in Wildlife Management

Hunting, Fishing, Camping, hiking

List any organizations of which you are an officer or an employee which are funded by or provide services to county government: none

Date June 7, 2022 Signature James W. Magill

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.

White, Heidi

From: Feather River RCD <lvanpelt@frrcd.org>
Sent: Thursday, May 12, 2022 9:28 AM
To: White, Heidi
Cc: Michael Hall
Subject: Director appointment request for Feather River RCD

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Heidi,
Feather River Resource Conservation District had one of our board directors, Bethany Johnson, announce her resignation from her position on the board this month due to an employment opportunity outside of our district. We would like to recommend the appointment of John Dvorak to fill her vacancy as director. Mr. Dvorak satisfies all criteria for board membership as framed in Division 9 of the Public Resources Code, the governing legislation of all RCD's.

Can you please add to your next regular meeting agenda the appointment of John Dvorak to the Feather River Resource Conservation District Board of Directors to replace a vacancy left by Bethany Johnson?

Kindest Regards,

Leaf Van Pelt

Operations Manager

Feather River Resource Conservation District

office-530.927.5299 ext. 101

mobile-530.230.7917

<https://www.frrcd.org>

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name Jon Dvorak Email jdvorak@frc.edu

Mailing Address 2250 Butterfly Valley Rd
Street
Quincy 95971 Telephone: 510-295-8282
Town Zip

Employer's Name Feather River College Telephone: 530-283-8282 Ext. 362
& Address

570 Golden Eagle Avenue Quincy, CA 95971

Present Occupation Forest Health & Fuels Manager Are You Over 18 Years of Age Yes

Board/Commission Applied for Feather River Resource Conservation District

As representative of (check one) Supervisorial District # (OR) At Large

Summary of Qualifications for Position: 20 years of forest management and wildland fire experience.

Reasons for Applying: Assist in decision making on local environmental projects.

List any organizations of which you are an officer or an employee which are funded by or provide services to county government:

Date 4/29/22 Signature 

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.



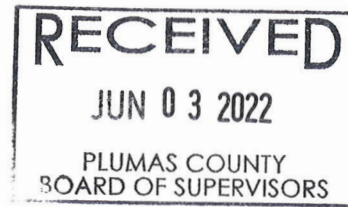
Melissa Gruhler
Executive Director

Item 5C4

Far Northern Regional Center

Providing services and supports that allow persons with developmental disabilities to live productive and valued lives

May 26, 2022



Plumas County Board of Supervisors
520 Main Street
Room 309
Quincy, CA 95971

Attention: Nancy L. DaForno

Re: FNCC Board Member, Deborah Anderson

Dear Ms. DaForno:

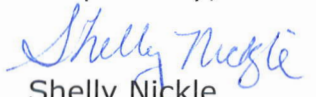
Far Northern Coordinating Council on Developmental Disabilities (dba Far Northern Regional Center) is the corporation the Department of Developmental Services contracts with to provide services to developmentally disabled persons within the nine northeastern counties of California.

The Far Northern Coordinating Council's board of directors is comprised of representatives from Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties. Plumas County is entitled to one representative.

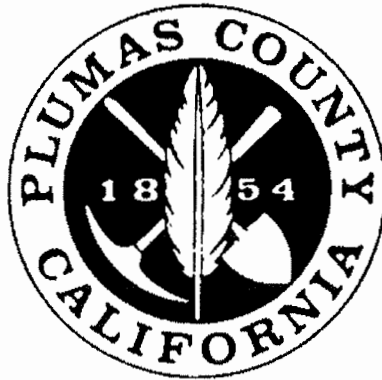
Deborah Anderson is an excellent Board member and has indicated her willingness to continue to represent Plumas County in this capacity. Therefore, the Far Northern Coordinating Council is requesting that the Plumas County Board of Supervisors consider reappointing her to another term at its next regularly scheduled meeting. This appointment, according to the terms of the Council's Bylaws, should be for a period of three years beginning March 13, 2022.

Thank you for your assistance.

Respectfully,


Shelly Nickle
Executive Assistant

www.farnorthernrc.org



NOTICE OF VACANCY

THIS IS TO ANNOUNCE THAT TWO (2) VACANCIES HAVE OCCURRED ON THE

AIRPORT LAND USE COMMISSION

**AIRPORT LAND USE COMMISSION APPOINTEE
BOARD OF SUPERVISORS APPOINTEE**

In Plumas County, citizen participation in local government is essential. Local government is the form of government closest to us in our everyday lives, and the one we are most able to influence. Advisory bodies play a very important role in county government.

If you are interested in serving on a county, board, commission or committee (BCC), please contact the Office of the Clerk of the Board. Please be prepared to provide a letter of interest and/or required application. Certain members must file financial disclosure statements upon appointment, or annually thereafter.

MADDY ACT:

In compliance with the requirements of the Maddy Act, Government Code §54970.

**Plumas County Board of Supervisors
Plumas County Courthouse
520 Main Street, Room 309
Quincy, CA 95971
Telephone: (530) 283-6170**

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name GORDON BENNIE Email GORDONBENNIE59@GMAIL.COM

Mailing Address PO Box 129 CLIO Street 96106 Telephone: 408-601-9749
Town Zip

Employer's Name & Address Telephone:

Present Occupation ENGR Are You Over 18 Years of Age YES

Board/Commission Applied for AIRPORT LAND USE COMMISSION (ALUC)

As representative of (check one) Supervisorial District _____ (OR) At Large PUBLIC MEMBER

Summary of Qualifications for Position: BSC SENIORIOR ENGINEERING, MBA GLASGOW UNIV
BA MATERIALS SCIENCE UNIV OF BARCELONA.

STUDENT PILOT, HAVE MAJOR BUSINESS EXPERIENCE, IN ENGR. PRIOR:
BRITISH ARMY CAPTAIN AIRBORNE, CLASSIFIED ACTIVITY BRITISH/USA GOVERNMENTS.
NOW RETIRED.

Reasons for Applying: WISH TO IMPROVE VISABILITY OF OUR LAND/AIRPORTS WITHIN THE COUNTY
ALSO TO HELP PROVIDE SUPPORT TO AIR FIRE COMMAND AT EACH AIR STATION

List any organizations of which you are an officer or an employee which are funded by or provide services to county government:

I AM THE CURRENT FOREPERSON FOR THE 2021/22 GRAND JURY PLUMAS COUNTY

Date 4/17/2022 Signature Gordon Bennie

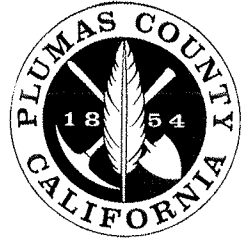
Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Interim Director Sharon Sousa

DATE: June 14, 2022

TO: Honorable Board of Supervisors 

FROM: Sharon Sousa Behavioral Health Interim Director

SUBJECT: Consent Agenda

RECOMMENDATION

It is respectfully requested that the Board of Supervisors consider applicant for Behavioral Health Commission.

Background and Discussion

Plumas County Behavioral Health is requesting Board of Supervisors appoint applicant Denise Pyper to serve on the Plumas County Behavioral Health Commission.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

Phone: (530) 283-6307 FAX: (530) 283-6045

Tony Hobson, Ph.D., Director



APPLICATION TO SERVE ON PLUMAS COUNTY BEHAVIORAL HEALTH BOARD

Name: Denise Piper (not to be published or given out)
Home Phone #: 5
Home Address: [redacted]
(Street) (City) (Zip)

Email Address: jfquincy@yahoo.com

Why do you want to serve on the Behavioral Health Commission?

To share the family perspective on SMI and
to help the county move forward w/ the
resignation of our BH Director.

Summarize any applicable experience and/or knowledge of the current behavioral health system. (Work experience; personal life experiences; volunteer; and/or community service, etc. Please attach your resume):

I have been dealing with PCBH for almost
20 years & various other organizations
because of a family member w/ SMI

Category:

Consumer (defined as a person who has received behavioral health services)

☒ Family Member (defined as the parent, spouse, sibling, or adult child of a person receiving or has received behavioral health services)

Public Interest (defined as a member of the general public and/or a professional in the field of behavioral health)

Representative of the Alcohol and Drug Community

Representative of the Transitional Age Youth Advisory Committee

Education Field Representative

Law Enforcement Representative

Medical Field Representative

Ethnicity: ☒ Caucasian ☐ African American ☐ Hispanic ☐ Asian ☐ Native American ☐ Other

Occupation: _____ F/T ☐ P/T ☐ Student ☒ Retired

Age: 64 Disability ☐ Yes ☒ No

ALL VOLUNTEERS WILL BE SUBJECT TO A CRIMINAL BACKGROUND CHECK

Are you currently on any form of Probation or Parole? ☐ Yes ☒ No

Have you ever been convicted of a felony or misdemeanor? ☐ Yes ☒ No, If yes, please describe conditions:

Conflict of Interest: No Commission member or his/her spouse shall be a full-time or part-time county

employee of a county mental health and substance use service, an employee of the State Department of Health Care Services, or an employee or, or a paid member of the governing body of, a mental health contract agency.

THE PURPOSE OF THE PLUMAS COUNTY BEHAVIORAL HEALTH COMMISSION

The purpose of the Commission is to review PCBH operations, community programs, department policies, and best practices for the provision of mental health (MH) and substance use disorder (SUD) services to Plumas County Medi-Cal beneficiaries, to advise the department on local MH and SUDS decision making, and to make recommendations to the Board of Supervisors.

The Plumas County Behavioral Health Commission (PCBHC) meets in public a minimum of 10 times per year, in person or virtually, depending on current, adopted public health restrictions. To facilitate participation and member retention, PCBH budgets and supports reimbursement to any commissioner who requires assistance with obtaining technology (loaned computer and monitor equipment may be available) and network connectivity to be able to review PCBHC business, including but not limited to: agendas, minutes, county and department policies, reports, plans, presentations, trainings, or any other business to be discussed, reviewed, or acted upon by the commission, which are electronically mailed to the commissioners, staff, and public stakeholders, per Brown Act requirements.

THE DUTIES OF THE BEHAVIORAL HEALTH COMMISSION

The duties of the Plumas County Behavioral Health Commission, as defined in the Welfare and Institutions Code and the Health and Safety Code, shall [REDACTED] 4.2 (General Provisions) [REDACTED] Future Amendments thereto. These duties include:

- Review and evaluate the community's public mental/behavioral health system, needs, priorities, and special problems in any facility within Plumas County, including, but not limited to, schools, emergency departments, and psychiatric facilities.
- Review any county agreements entered into pursuant to Section 5650. PCBHC may make recommendations to the Plumas County Board of Supervisors regarding concerns identified within these agreements.
- Advise the Plumas County Board of Supervisors, and the Plumas County Behavioral Health director as to any aspect of the local mental/behavioral health program. PCBHC may request assistance from the local patients' rights advocates when reviewing and advising on mental/behavioral health evaluations or services provided in public facilities with limited access.
- Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Involvement shall include individuals with lived experience of mental/behavioral illness and their families, community members, advocacy organizations, and mental/behavioral health professionals. It shall also include other professionals that interact with individuals living with mental/behavioral illnesses on a daily basis, such as education, emergency services, employment, health care, housing, law enforcement, local business owners, social services, seniors, transportation, and veterans.
- Submit an annual report to the Plumas County Board of Supervisors on the needs and performance of Plumas County's mental/behavioral health system.
- Review and make recommendations on applicants for the appointment of a Plumas County director of mental/behavioral health services. PCBHC shall be included in the selection process prior to the vote of the Plumas County Board of Supervisors.
- Review and comment on Plumas County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council.
- As part of its duties above, PCBHC shall assess the impact of the realignment of services from the state to the county, on services delivered to clients and on the local community. Revised:

Duties Per WIC Section 5848(b) (Oversight and Accountability, and Any Future Amendments thereto).

- PCBHC shall conduct a public hearing on the draft three-year program and expenditure plan and annual updates at the close of the 30-day comment period required by subdivision.
 - Each adopted three-year program and expenditure plan and update shall include any substantive written recommendations for revisions. The adopted three-year program and expenditure plan or update shall summarize and analyze the recommended revisions. PCBHC shall review the adopted plan or update and make recommendations to Plumas County Behavioral Health for revisions.

Duties Per HSC Section 11998.1(f) and Any Future Amendments thereto.

- Review the Plumas County Behavioral Health Department's Alcohol and Drug Five-Year Plan, including consultation as needed to comply with the legislative goals set forth in Health and Safety Code section 11998.1(f).

Number and Composition of Membership


- The PCBHC shall consist of eight (8) members.
 - One (1) member shall be a member of the Board of Supervisors, the governing body.
 - Fifty (50) percent or more of the members shall be consumers or family members who are or have received mental/behavioral health services, as follows:
 - at least twenty (20) percent direct consumers;
 - at least twenty (20) percent family members,
 - and if not covered in these four, one (1) Alcohol and Drug Abuse representative.

- Fifty (50) percent or less of membership shall be community members representing public interest in the behavioral health needs of Plumas County, especially recommended: persons in the professions of human services, education, law, criminal justice, fiscal management, treatment/recovery (e.g. AIDS treatment), students/parents, other private industry, organizations involved in drug/alcohol services, and organized labor (e.g. Employee Assistance Program representative).
- Membership shall reflect the diversity and demographics of the county as a whole, to the extent feasible (WIC 5604.5(b)).
- It is advisable, but not mandatory, that representatives of each major community of the county be selected.
- All members shall be residents of Plumas County or be substantially employed in the county.
- Except as provided in the following paragraph, a member of PCBHC or the member's spouse shall not be a full-time or part-time county employee of a county mental health service, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a mental health contract agency. A consumer of mental health services who has obtained employment with an employer described in the previous paragraph and who holds a position in which the consumer does not have any interest, influence, or authority over any financial or contractual matter concerning the employer may be appointed to PCBHC. The member shall abstain from voting on any financial or contractual issue concerning the member's employer that may come before PCBHC. Members of PCBHC shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code. (WIC 5604(e)).

Terms of Membership

- The term of each member (ending December 31st) shall be for three (3) years with approximately one-third of the members changing each year.
- No member shall serve more than two (2) consecutive three-year appointments with the exception that if a member has been appointed to a partial term, he/she may then be appointed by the Board of Supervisors to two full three-year terms.
- When a vacancy occurs, the new member appointed to fill the vacancy will only be appointed for the remainder of the un-expired term of the vacated position.
 - Extending new membership after partial-term is completed: only the Board of Supervisors has the authority to extend or re-appoint a Commissioner's term.
- When one year has elapsed following a former member's service on PCBHC, of whatever duration that service was, he/she again becomes eligible for appointment.


Applicant's Signature


Date

When complete, please return to:

MHSA Coordinator
Plumas County Behavioral Health
270 County Hospital rd. Suite 109
Quincy, CA 95971