



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
SEPTEMBER 6, 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.

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

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

Live Stream of Meeting

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

ZOOM Participation

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative effort.

2. CONSENT AGENDA

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

A. AGRICULTURE/ WEIGHTS & MEASURE

Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Agriculture and the California Department of Food and Agriculture (CDFA); the County to receive \$2,563.22 to provide the industrial Hemp application for registration; effective July 1, 2022; approved as to form by County Counsel. **View Item**

B. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Behavioral Health and Butte County Department of Behavioral Health to provide acute inpatient psychiatric rehabilitation services in a non-hospital setting; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel. **View Item**
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County department of Behavioral Health and Martin Security Systems Inc., for monthly alarm monitoring for wellness centers; effective July 1, 2021; not to exceed \$5,000.00; approved as to form by County Counsel. **View Item**
- 3) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Aegis Treatment Centers, LLC; to provide outpatient narcotic therapy treatment services; effective July 1, 2020; not to exceed \$40,000.00 per fiscal year; approved as to form by County Counsel. **View Item**

C. BUILDING DEPARTMENT

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Building Department and Michael Laszar, dba Axels Boneyard LLC, for dismantling services under the Abandoned Vehicle Abatement program; effective August 1, 2022; approved as to form by County Counsel. **View Item**
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Building Department and Michael Laszar, dba Axels Boneyard LLC, for towing services under the Abandoned Vehicle Abatement program; effective August 1, 2022; not to exceed \$10,000.00 approved as to form by County Counsel. **View Item**

D. CLERK OF THE BOARD

Approve Board Minutes for August 2022. **View Item**

E. FACILITY SERVICES

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Facility Services and BL Griffin, Inc. for fuel pump terminal repairs at the three County Airports; effective July 1, 2022; not to exceed \$9,000.00; approved as to form by County Counsel. **View Item**
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Facility Services and Dig It Construction Inc., to repair the Taylorsville Campground tennis court and build a pickleball court; effective June 1, 2022; not to exceed \$27,437.00; approved as to form by County Counsel. **View Item**

- 3) Authorize Facility Services to ratify and waive Quincy Memorial Hall rental fee for one hour every Tuesday, for use by Averil Kimble on behalf of the High Sierra Dancing Witches; from August 23 through October 25, 2022. [View Item](#)
- 4) Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services and David Frasure, dba Frasure & Son Carpet Cleaning to provide custodial services for County – owned facilities in Portola as well as rental management of the Portola Memorial Hall; not to exceed \$26,600.00; approved as to form by County Counsel. [View Item](#)
- 5) Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services and Kim Lund dba KJ's Cleaning Service to provide custodial services for County owned facilities in the Chester Area as well as rental management services of the Chester Memorial Hall, Almanor Rec Center, and Chester Park; not to exceed \$39,140.00; approved as to form by County Counsel. [View Item](#)

F. FAIR

Authorize no contract payments of the following invoices incurred for time sensitive services in preparation of the Plumas Sierra County Fair; \$3,000.00 to Bob's Janitorial & Carpet Cleaning, \$2,005.58 to Plumas Sanitation, and \$800.00 to High Desert Surface Prep., Inc.; and ratify all Fair & Event preparation work performed to date. [View Item](#)

G. PROBATION

Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Probation Department and DeMartile Automotive, to provide general mechanic services for all Probation Departments vehicles; effective July 1, 2022; not to exceed \$12,000.00; approved as to form by County Counsel. [View Item](#)

H. PUBLIC HEALTH

Approve and authorize the Chair to sign and ratify an Agreement between Plumas County and Northern California EMS, Inc., to administer local medical emergency services; effective July 1, 2022; not to exceed \$11,225.40; approved as to form by County Counsel. [View Item](#)

I. SHERIFF

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Sheriff's Office and Redwood Toxicology Laboratory Inc., to provide toxicology and drug screening services; effective June 1, 2022; not to exceed \$9,999.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Sheriff's Office and William J. Spradling dba Downtown Barber Shop; effective June 1, 2022; not to exceed \$9,999.00; approved as to form by County Counsel. [View Item](#)

J. SOCIAL SERVICES

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs childcare services for FY 2022-2023; effective July 1, 2022; not to exceed \$233,129.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center, for housing support for the homeless CalWORKs recipients; effective July 1, 2022; not to exceed \$15,000.00; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center, for a Child Welfare Services System Improvement Project; effective July 1, 2022; not to exceed \$15,000.00; approved as to form by County Counsel. [View Item](#)

K. **PLUMAS COUNTY FISH AND GAME COMMISSION**

Approve and authorize no contract payment of \$30,000.00 to Almanor Anchor Service for AFA fish cages from the PG&E Settlement Funds Account 2050046-46612. **View Item**

3. **DEPARTMENTAL MATTERS**

A. **BEHAVIORAL HEALTH** – Sharon Sousa

- 1) Authorize Behavioral Health to recruit and fill; funded and allocated 1.0 FTE Behavioral Health and Administrator Services Officer position; vacancy due to retirement; discussion and possible action. **View Item**
- 2) Authorize Behavioral Health to recruit and fill; funded and allocated 1.0 FTE Behavioral Health Alcohol and Other Drug Program Administrator position; vacancy due to resignation; discussion and possible action. **View Item**

B. **COUNTY COUNSEL** – Gretchen Stuhr

- 1) Approve and authorize the Chair to sign Settlement Funding Agreement to Implement Tax Neutrality Requirement Lake Almanor Planning Unit (Maidu Cemetery) and allow the County to accept payment amount of \$268,814.00; approved as to form by County Counsel; discussion and possible action. **View Item**
- 2) Approve and authorize County Counsel to move forward with minor remodel and carpet cleaning of 1446 E. Main Street Building; discussion and possible action. **View Item**

C. **FACILITY SERVICES** – JD Moore

Adopt **RESOLUTION** approving the application for grant funds from the Recreational Trails Program and appoints the Director of Facility Services & Airports as agent to conduct all negotiations, execute and submit all documents necessary for the completion of the project; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**

D. **LIBRARY** – Lindsay Fuchs

- 1) Approve and authorize the Chair to sign and ratify Memorandum of Understanding between the Plumas County Library and Plumas Unified School District, to operate the Plumas County Library out of the Greenville High School with new hours; effective June 1, 2022; not to exceed \$4,500.00; approved as to form by County Counsel. **View Item**
- 2) Adopt **RESOLUTION** updating the established County Office hours for the Plumas County Library, Greenville Branch; discussion and possible action. **Roll call vote View Item**

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

- 1) Authorize the Public Health Department to recruit and fill; funded and allocated 1.0 FTE Administrative Assistant I/II or Office Assistant I/II/III; vacancy due to promotion; discussion and possible action. **View Item**
- 2) Authorize the Public Health Department to recruit and fill; funded and allocated 1.0 FTE Administrative Services Officer of Public Health position; vacancy due to resignation; discussion and possible action. **View Item**
- 3) Authorize the Public Health Department to recruit and fill Extra Help Office Assistant I/II/III position, to assist the Admin/ Fiscal team with certain tasks during the short term; discussion and possible action. **View Item**
- 4) Authorize the Public Health Department to recruit and fill; funded and allocated 1.0 FTE Public Health, Program Division Chief position; vacancy due to resignation; discussion and possible action. **View Item**

F. **PUBLIC WORKS** – John Mannle

- 1) Authorize Public Works Road Department to recruit and fill; funded and allocated 1.0 FTE Public Works Maintenance Lead Worker position in the LaPorte Maintenance District; discussion and possible action. **View Item**
- 2) Approve and authorize the Public Works Department to remit \$10,000.00 of unspent grant funds from the Used Oil Payment Program back to Cal Recycle; discussion and possible action. **View Item**

G. **SHERIFF** – Todd Johns

Approve and authorize (grant reimbursable) fixed asset purchases not to exceed \$189,791.00, for purchase of a generator and transfer switch system for the new jail project; discussion and possible action. **Four/ fifths roll call vote View Item**

4. **BOARD OF SUPERVISORS**

- A. **PUBLIC HEARING:** The Board of Supervisors will open the public hearing on the FY 2022-2023 County Budget. Any member of the general public may appear at the hearing or submit their comments using e-mail address Public@countyofplumas.com **View Item**
- B. Report and update by Interim Auditor/ Budget Committee on the FY 2022-2023 Budget; discussion, direction, and possible action regarding various county departments and programs.
- C. Determine allocation of funding for re-authorized 2022 Title I/ II/ III (Secure Rural Schools and Community Self Determination Act); direct the Clerk of the Board to prepare Election Form as allocated and authorize the Chair to sign allocation letter to the USDA Forest Service; discussion, direction, and possible action. **View Item**
- D. Discussion of surplus or donation of trailers located at 240 Wolf Creek/ Greenville Rd. pursuant to statute; discussion, direction, and possible action.
- E. **APPOINTMENTS**
 - 1) Appoint Debra Lucero as the County Administrative Officer; and approve and authorize the Chair to sign Employment Agreement, approved as to form by County Counsel; discussion and possible action.
 - 2) Appoint Nikki Hammerich to the Indian Valley Park and Recreation District; discussion and possible action.
- F. Correspondence
- G. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

5. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Building Director (Board Only)
- B. Personnel: Public employment or appointment – Auditor/ Controller
- C. Personnel: Public employment or appointment – Director of Behavioral Health

- D. Conference with real property negotiator, regarding facilities: Dame Shirley Plaza, 570 Main St, Downtown, Quincy, CA APN 115-053-001
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 case)
- H. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – In re PG&E Corporation et al, United States Bankruptcy Court Northern District of California, Case Nos. 19-30088 and 19-30089
- I. Conference with Legal Counsel: Claim against the County filed by Stephanie Edwards on August 18, 2022

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, September 13, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



Willo Vieira
Agricultural Commissioner
Sealer of Weights & Measures
wv@plumascoun.tyot-j ltl1nas.com

Plumas-Sierra Counties Department of Agriculture

**Agriculture Commissioner
Sealer of Weights & Measures**



208 Fairgrounds Road
Quincy, CA 95971
Phon (530)283-6365
Fax: (530) 283-4210

Date: August 15, 2022

To: Honorable Board of Supervisors

From: Willa Vieira, Agricultural Commissioner
Sealer of Weights & Measures

RE: CDFA Industrial Hemp Contract #22-0779-000-SA

Recommendation:

Approve and ratify contract #22-0779-000-SA between California Department of Food and Agriculture (CDFA) and Plumas County, effective 07/01/2022.

Background and Discussion:

The agreement between CDFA and Plumas County is in the amount of \$2,563.22 which began July 1, 2022 and continues through June 30, 2024. The County agrees to provide the industrial hemp application for registration, renewal, and registration amendments to interested parties. Confirm applicant, registrant, and key participants meet eligibility requirements to participate in the industrial hemp program. Approved as to form by County Counsel.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
22-0779-000-SA

- This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF PLUMAS
- The Agreement Term is: July 1, 2022 through June 30, 2024
- The maximum amount of this Agreement is: \$2,563.22
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
RECIPIENT

RECIPIENT'S NAME (Organization's Name)
COUNTY OF PLUMAS

BY (Authorized Signature)

[Signature]

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Kevin Goss, Chair

ADDRESS

208 Fairgrounds Road, Quincy, CA 95971-9462

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

[Signature]

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

Approved as to form:

[Signature]
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County shall register interested industrial hemp growers and seed breeders and enforce all laws and regulations pertaining to industrial hemp.

Project Title: Industrial Hemp Cultivation Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Natalie Jacuzzi	Name: Willo Vieira
Division/Branch: PHPPS / Pest Exclusion	Organization: County of Plumas
Address: 1220 N Street, Room 220	Address: 208 Fairgrounds Road
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Quincy, CA 95971-9462
Phone: 916-654-0435	Phone: 530-283-6365
Email Address: natalie.jacuzzi@cdfa.ca.gov	Email Address: willovieira@countyofplumas.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Kapua Kahumoku	Name: Melissa Nisbet
Division/Branch: PHPPS / Pest Exclusion	Organization: County of Plumas
Address: 1220 N Street, Room 220	Address: 208 Fairgrounds Rd.
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Quincy, CA 95971
Phone: 916-350-0579	Phone: 530-283-6365
Email Address: kapua.kahumoku@cdfa.ca.gov	Email Address: melissanisbet@countyofplumas.com

FISCAL CONTACT FOR RECIPIENT (if different from above):

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2022 – June 30, 2024

The Recipient agrees to enforce all laws and regulations pertaining to industrial hemp cultivation, including registration requirements, in accordance with the Memorandum of Understanding (MOU) between the California Department of Food and Agriculture (CDFA) and the California Agricultural Commissioners and Sealers Association entitled "State-County Industrial Hemp Cultivation Program."

The laws and regulations pertaining to the Industrial Hemp Program are contained in Division 24 of the Food and Agricultural Code and Title 3, Division 4, Chapter 8 of the California Code of Regulations (CCR). All forms, templates, guidelines, and MOU referenced in this document are available on the PHPPS industrial hemp extranet webpage (<http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?pageid=1449>).

The County must submit a County Hemp Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Hemp Report and Invoice shall reference the Cooperative Agreement Number and be sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
1220 N Street
Sacramento, CA 95814
Attn: Industrial Hemp Program

Or hempreporting@cdfa.ca.gov

Incomplete or incorrectly filled out County Hemp Reports and Invoices will not be accepted and will be returned to the County for corrections prior to processing the invoice.

This Agreement is inclusive of the county's Agreement to perform activities approved by the CDFA as described in the projected scope of work and budget.

Key activities to be conducted under this Agreement include:

- I. Personnel Activities**
 - a. Registration and Renewal Issuance**
 - b. Enforcement Activities of Non-Compliant Plantings by Non-Registered Cultivators**
 - c. Public Outreach Activities**
- II. Non-personnel**
 - a. Supplies/Equipment**
 - b. Vehicle/Mileage**

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2022 – June 30, 2024

SECTION 1: PERSONNEL ACTIVITIES

a. Registration and Renewal Issuance

The County agrees to perform the following in accordance with CDFA's guidelines:

- Provide the industrial hemp application for registration, renewal, and registration amendments to interested parties.
- Collect the registration/renewal fees if applicable along with the applications for registration and renewal.
- Mail the registration/renewal fees collected along with the Payment Submission Form to the CDFA (1220 N Street, Sacramento, CA 95814, ATTN: Cashier – 85700CS004 or P.O. Box 942872, Sacramento, CA 94271-2872, ATTN: Cashier – 85700CS004) using a trackable mailing service for deposit into the Agriculture Fund within 15 days of collection.
- Submit an electronic copy of the payment submission form to hempreporting@cdfa.ca.gov.
- Confirm applicant, registrant, and key participants meet eligibility requirements to participate in the industrial hemp program
- Review and verify the registration application and supporting documents, per CDFA's guidelines to ensure that all required information has been provided for registration, renewal, or registration amendment within 30 calendar days from the application submission date
- Confirm cultivars listed on the registration application for growers meet the requirements outlined in 3 CCR Section 4920.
- Issue a unique registration number and a Proof of Registration, Registration Cover Letter including a list of all of the approved key participants, cultivation sites, cultivars, variety development plans, research plans, and amendments to the applicants that have met the registration requirements.
- After issuing the Proof of Registration, forward the applications, supporting documents, and proofs of registration to the CDFA (hempreporting@cdfa.ca.gov) within 10 calendar days.
- Maintain registration records for a minimum of 3 years from the date of collection.

b. Enforcement Activities of Non-Compliant Plantings by Non-Registered Cultivators

The County agrees to perform the following:

- Oversee the regulatory enforcement activities related to the cultivation of industrial hemp by non-registered cultivators.
- Investigate non-compliance issues pertaining to non-registered cultivators.

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2022 – June 30, 2024

- Issue a notice of violation and require a corrective action plan from the non-registered cultivators.
- Coordinate destruction activities of non-compliant plantings grown by non-registered cultivators.
- Notify the CDFA of enforcement activities of non-registered cultivators and forward all notices of violations to CDFA (hempreporting@cdfa.ca.gov).

c. Public Outreach Activities

The County agrees to perform the following:

- Develop educational material, publications, and resources related to local industrial hemp cultivation requirements for distribution.
- Prepare and present pertinent information regarding local regulatory requirements for industrial hemp cultivation at public meetings.

Reimbursement of activities related to the development of educational materials, publications, and resources, and public presentations related to local requirements shall require prior authorization by CDFA. For each activity authorized by CDFA, the County shall be reimbursed for no more than 8 hours of personnel costs.

SECTION 2: NON-PERSONNEL

a. Supplies/Equipment

Supplies and equipment related to activities listed can be invoiced under this Agreement.

b. Vehicle/Mileage

Mileage related to activities listed can be invoiced under this Agreement.

COUNTY HEMP REPORT

COUNTY:	MONTH/YEAR:
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A. REGISTRATION ACTIVITIES					
TYPE	NEW REGISTRATIONS	AMENDMENTS	RENEWALS	NUMBER ISSUED	HOURS
NUMBER OF REGISTRANTS					
VETERAN EXEMPT REGISTRANTS					
EARI EXEMPT REGISTRANTS					
TOTAL HOURS FOR SECTION A					0

B. ENFORCEMENT ACTIVITIES OF NON-COMPLIANT PLANTINGS BY NON-REGISTERED CULTIVATORS		
ACTIVITY	NUMBER	HOURS
Investigating Complaints		
Sampling		
Site Inspections		
Destruction Confirmation		
Issue and/or submission of Notice of Violation (NOV)		
TOTAL HOURS FOR SECTION B		0

C. PUBLIC OUTREACH ACTIVITIES			
ACTIVITY	CDFA APPROVAL DATE	NUMBER	HOURS
TOTAL HOURS FOR SECTION C			0

D. COMMENTS

TOTAL ACTIVITY HOURS (ADD TOTAL HOURS FOR SECTIONS A, B, C)	0
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SUPPLEMENTAL SHEET TO
COUNTY HEMP REPORT

CDFA USE ONLY	
APPROVED BY:	
REGISTRATION REIMBURSEMENT:	
ENFORCEMENT REIMBURSEMENT:	
PUBLIC OUTREACH REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
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REGISTRATION ACTIVITIES					
NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST	
NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0

ENFORCEMENT ACTIVITIES OF NON-COMPLIANT PLANTINGS BY NON-REGISTERED CULTIVATORS					
NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST	
NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0

PUBLIC OUTREACH ACTIVITIES					
NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST	
NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0

COUNTY HEMP REPORT
(Supplemental Sheet 2)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
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SUPPLIES AND EQUIPMENT			
SUPPLIES	ACTIVITY	PURCHASE DATE	COST
TOTAL COST:			0

TRAVEL MILEAGE			
ACTIVITY	DATE	TOTAL MILEAGE	COST
TOTAL MILEAGE:		0.00	TOTAL COST: 0

GRAND TOTAL:	0.00
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INSTRUCTIONS FOR COUNTY HEMP REPORT

County Hemp Report - Submit Monthly

Include time spent on activities related to enforcement of State Industrial Hemp Laws and Regulations. *Do not report time spent on inspections of hemp shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

The County must submit a County Hemp Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Hemp Report and Invoice shall reference the Cooperative Agreement Number and be sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
1220 N Street
Sacramento, CA 95814
Attn: Industrial Hemp Program

Or hempreporting@cdfa.ca.gov

Incomplete or incorrectly filled out County Hemp Reports and Invoices will not be accepted and will be returned to the County for corrections prior to processing the invoice.

Section A. Registration Activities

Report in this section the number of applicants whom applied for registration, registration renewal, or registration amendment, and the actual number of registrations, registration renewal, or registration amendment were approved. All time spent by the county personnel to provide registration, registration renewal, and registration amendment will be indicated in the last column. Registration activities will include reviewing the application for the registration of industrial hemp cultivation, collecting registration fees, entering application information, verifying application information, and issuing registration number.

Section B. Enforcement Activities of Non-Registered Plantings

Report in this section the time spent by county personnel in enforcement activities for non-compliant plantings by non-registered cultivators and the number of occurrences for each activity. Enforcement activities include but are not limited to investigation of public complaints, site inspections, sampling, and destruction confirmation.

Any enforcement activities regarding non-compliant plantings by non-registered cultivators must be entered into the supplemental sheet. In the supplemental sheet, list all county personnel's name and classifications along with their salary and benefit per hour and provide the total hours worked for each county personnel.

All supplies and travel mileage related to the enforcement activities should be entered in the supplemental sheet under Supplies and Equipment and Travel Mileage.

Section C. Public Outreach Activities

Report in this section activities related to the development of educational materials, publications, and resources, and public presentations related to local requirements shall require prior authorization by CDFA. For each activity authorized by CDFA, the County shall be reimbursed for no more than 8 hours of personnel costs.

Section D. Comments

Use this section to report any additional information regarding industrial hemp cultivation related activities, which is pertinent but not reported in the sections above.

Date

To: Industrial Hemp Program
California Department of Food and Agriculture
Pest Exclusion Branch
1220 N Street
Sacramento, CA 95814

County of _____
Cooperative Agreement Number XX- XXXX-XXX- SA
Fiscal Year 2022-23
Invoice for Period from XX/XX/XXXX to XX/XX/XXXX
Invoice Number _____

Personnel Services			
Name/Classification	Hours Worked	Salary including Benefits per hour	Total
			\$ -
			\$ -
			\$ -
Total Personnel Services Cost			\$ -

Supplies	
Item Description	Total
	0
	0
	0
Total Supplies Cost	\$ -

Vehicle Mileage		
Total Mileage	Reimbursement Rate	Total
	\$0.585	\$
	\$0.585	\$ -
	\$0.585	\$ -
Total Travel Cost		\$ -

Total Personnel Services:	\$ -
Total Overhead Cost (up to 25% of Total Personnel Services):	\$ -
Total Supplies Cost:	\$ -
Total Travel Cost:	\$ -
Grand Total (not to exceed agreement amount):	\$ -

Please remit payment to

County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

(Original Signature), (Title)

Industrial Hemp Program
County Work Plan
July 1, 2022 through June 30, 2024
County: Plumas
Agricultural Commissioner/Sealer: Willo Vieira
Agreement Manager: Willo Vieira



Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Management Analyst	\$ 27.52	\$ 11.83	\$ 39.35	6.00	\$ 236.10
Agricultural Commissioner	\$ 42.61	\$ 11.00	\$ 53.61	20.00	\$ 1,072.20
Agricultural & Standards Inspector II	\$ 24.20	\$ 13.53	\$ 37.73	12.00	\$ 452.76
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -

Total Hours/Cost:	38.00	\$	1,761.06
Insert Overhead Cost Percentage ¹ :			15%

Estimated Cost²: \$ 2,025.22

¹
²

Industrial Hemp Program
County Work Plan
July 1, 2022 through June 30, 2024
County: Plumas
Agricultural Commissioner/Sealer: Willo Vieira
Agreement Manager: Willo Vieira




	FY 2022-23	FY 2023-24	Total Cost
Personnel Services	\$ 880.53	\$ 880.53	\$ 1,761.06
Travel	\$ 234.00	\$ 234.00	\$ 468.00
Equipment	\$ -	\$ -	\$ -
Supplies	\$ 35.00	\$ 35.00	\$ 70.00
Contractual	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Subtotal	\$ 1,149.53	\$ 1,149.53	\$ 2,299.06
Indirect Costs (15%)	\$ 132.08	\$ 132.08	\$ 264.16
Grant Agreement Total:	\$ 1,281.61	\$ 1,281.61	\$ 2,563.22

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Sharon Sousa- Interim Director

DATE: September 6, 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 \$50,000.00 Agreement with Butte County Department of Behavioral Health. **View Item**
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$5,000.00 Agreement with Martin Security Systems. **View Item**
3. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$40,000.00 per fiscal year Agreement with Aegis Treatment Center. **View Item**

BACKGROUND AND DISCUSSION:

1. Butte County Department of Behavioral Health is a psychiatric health facility, serving individuals experiencing acute psychiatric episodes or crisis' who require rehabilitation services in a non-hospital setting. This agreement has been approved to form by County Counsel.
2. Martin Security will monitor monthly alarms for Wellness Centers. This agreement has been approved to form by County Counsel.
3. Aegis Treatment Centers shall provide outpatient narcotic therapy treatment program services. This agreement has been approved to form by County Counsel.

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

**REVENUE AGREEMENT
BETWEEN
COUNTY OF PLUMAS
AND
COUNTY OF BUTTE
FOR ACUTE PSYCHIATRIC INPATIENT CARE
FISCAL YEAR 22-23**

This Agreement is made and entered into by and between County of PLUMAS, a political subdivision of the State of California, through its PLUMAS County Mental Health Services, hereinafter referred to as PLUMAS, and County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter referred to as BUTTE.

RECITALS

PLUMAS seeks to extend to residents of PLUMAS County certain hospital-based psychiatric inpatient services which BUTTE is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement.

PLUMAS believes it is in the best interest of the people of PLUMAS County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq. of the California Welfare and Institutions Code (WIC) contain definitions, standards, procedures, and regulations by and pursuant to which PLUMAS and BUTTE may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of PLUMAS's obligation to provide psychiatric inpatient services under the Managed Care Plan (MCP) as promulgated by the State of California's Department of Health Care Services (DHCS).

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, BUTTE and PLUMAS agree as follows.

A. SERVICES:

1. Applicable Laws:

BUTTE shall provide the services prescribed in this Agreement in accordance with the California Mental Health Services Act (MHSA), as identified in Sections 5775 WIC, et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, DHCS, Emergency Medical Treatment and Labor Act (EMTALA), which from time to time will be amended. However, any amendments to such statutes or regulations shall not retroactively affect the obligation of the Parties under this Agreement.

2. Direction and Supervision:

The services provided by BUTTE pursuant to this Agreement shall be furnished under the general supervision of the Director of BUTTE. The Director of BUTTE or his designee shall represent BUTTE in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all PLUMAS

clients for whom reimbursement is required under the terms of this Agreement, on behalf of BUTTE's Psychiatric Health Facility (PHF).

3. Admission Procedures:

BUTTE is authorized to admit psychiatric clients who are residents of PLUMAS, without prior authorization from PLUMAS, when those beneficiaries of PLUMAS meet all requirements for inpatient psychiatric hospitalization. Ongoing authorization from PLUMAS must follow all applicable concurrent review authorization processes and procedures as identified in BUTTE County Policy and with DHCS regulations, for PLUMAS beneficiaries placed at the Butte County Psychiatric Health Facility (PHF). All admissions shall be for clients of PLUMAS who meet the accepted standards of medically necessary treatment. PLUMAS shall utilize Butte County PHF as a placement of last resort.

4. Admission Policy:

BUTTE's admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability. The Butte County PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with DHCS and EMTALA regulations.

5. Description of Services:

- a. BUTTE agrees to provide acute psychiatric inpatient care to clients referred by PLUMAS. These clients must be referred by PLUMAS utilizing the Referral Procedures described in this Agreement. Such services shall include, but are not limited to, 72-hour detention under Section 5150 WIC, 14-day Certification under Section 5250 WIC, and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by PLUMAS. These services shall be provided in the Butte County PHF in Chico, California, except that PLUMAS shall conduct any necessary Court proceedings in regard to Conservatorships in PLUMAS County.
 1. For 30-day Certification under Section 5270 WIC, PLUMAS must document and provide evidence of Board of Supervisor approval to utilize the Butte County PHF for these certifications prior to the PHF moving forward with the certification. In the event, a PLUMAS beneficiary requires a 30-day certification, and no approval is on record, PLUMAS shall coordinate facility transfer for the beneficiary to an appropriately designated facility before the certification is due to be served.
- b. BUTTE shall prepare and serve all Notices of Certification under Sections 5250 WIC, et seq., or 5260 WIC, et seq. PHF and PHF staff shall give their best efforts in making the evaluations for 14-day certifications as expeditiously as possible and in notifying PLUMAS in line with PHF policy and procedures, if 14-day certifications under Section 5250 WIC are anticipated. PLUMAS may request copies of any Butte County PHF Policies at any time.
- c. BUTTE shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for 14-day Certifications, as provided for in Sections 5150, et seq.

- d. BUTTE shall inform the client of the complaint and grievance policy of the Butte County Mental Health Plan and notify PLUMAS, in a timely manner, of any grievance filed by a client of PLUMAS. Notifications shall be made in partnership with the Butte County Patient's Rights Advocate and/or Beneficiary Protections Designee. PLUMAS shall provide all applicable access to PLUMAS Patient's Rights Advocates and Beneficiary Protections Designee in order to ensure continuity of care for PLUMAS Beneficiaries receiving services at the Butte PHF.
- e. BUTTE shall provide linguistically competent services with various interpreters (including sign language) by contracting with Language Line Solutions, Inc. as well as with other vendors.
- f. BUTTE shall adhere to Title XIX of the Social Security Act, 42 USC and all applicable Federal and State statutes and regulations.

6. Quality of Care:

As expressed conditions precedent to requiring PLUMAS's payment obligation under the terms of agreement, BUTTE shall:

- a. Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 WIC, et seq., and 14680 WIC, et seq.
- b. Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all clients to whom it renders psychiatric inpatient hospital services.
- c. Not discriminate against Medi-Cal or PLUMAS's Short-Doyle designated beneficiaries in any manner, including admission practices.
- d. PLUMAS shall identify staff available to proactively engage in discharge planning and continuity of care coordination 7 days per week to ensure that all PLUMAS beneficiaries have adequate access to after care resources, including, but not limited to: outpatient mental health services, substance use treatment services, adult residential services, Board and Care placement, and any other applicable referrals as identified during treatment.
- e. PLUMAS shall identify a staff person to participate in regular treatment team meetings and/or Multi-Disciplinary Team (MDT) meetings whenever a PLUMAS beneficiary is receiving services at the PHF.

7. Level of Care:

PLUMAS shall make every effort to determine if the PLUMAS clients referred for admission at the Butte County PHF can be serviced at a level of care below that of inpatient psychiatric hospitalization. PLUMAS shall make all efforts to coordinate with the BUTTE Hospitalization Team and PHF as applicable to the beneficiary's placement.

8. Referral Procedure:

- a. PLUMAS shall provide such information as shall be required to provide adequate care for the client prior to referral of each client, other than those admitted for services pursuant to Section 5150 WIC, et seq. This information shall include, but not be limited to client's history, diagnosis, reason for referral for inpatient care, the medications, and estimated length of stay, which, within reason, are obtainable.
- b. Prior to referral of any client to the PHF, PLUMAS must have a medical screening evaluation made of each client in line with DHCS and EMTALA regulations, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of BUTTE and if local treatment is required, it shall be arranged by PLUMAS. When a client is to be transferred to the PHF with a medical problem which, in PLUMAS's determination is an outpatient level of care, BUTTE shall review the determination and reserves the right to determine if the beneficiary can be managed on the PHF unit. PLUMAS shall fully advise BUTTE of all medical conditions as part of a medical clearance included with each referral.
- c. PLUMAS shall complete all necessary legal work such as 5150's, psychiatric assessment, lethality assessment, assessment of dangerousness, assessment of grave disability, medical information, etc. to the extent necessary to legally detain involuntary clients before the referral to the PHF occurs. Copies of this paperwork and pertinent clinical information, including conservatorship paperwork and discharge placement for existing conserved clients, shall be transferred with the client. If the PHF is to hold clients not already conserved by PLUMAS, the PHF must be designated by PLUMAS to be able to write 5150's for PLUMAS clients. **The PHF shall detain no client beyond the 14-day hold limitation unless said client has been certified for a second 14-day hold period (5260).** PLUMAS must provide transportation of all placements of PLUMAS to and from Butte County and/or other placement facilities.
- d. PLUMAS, before transporting a client into the PHF, shall ensure there is an agreed upon ETA with BUTTE and shall ensure that the beneficiary has been accepted for admission. PLUMAS submit all referral packets containing the aforementioned clinical information to the Butte County Hospitalization Team and request review by the PHF.
- e. PLUMAS shall notify the PHF of any cultural competency needs of clients referred to BUTTE, and PLUMAS shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services.
- f. Third Party Revenue: BUTTE retains contractual responsibility for third party billing to Short- Doyle/Medi-Cal, private insurance, or other third-party sources;
 - 1) PLUMAS shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported; however, if PLUMAS is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to Section WIC 5150, et seq., PLUMAS shall mail documents to the PHF by Express Mail (or similar service) within 24 hours of admission.

- 2) Financial documents to accompany the client shall include the BUTTE Payor Financial Information/Insurance Authorization Form, **Attachment 1**, attached hereto and incorporated by this reference, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card.
- 3) BUTTE shall make a best effort attempt to obtain necessary information required for third party billing purposes, from PLUMAS's clients; however, if BUTTE is unsuccessful, then it is understood that PLUMAS shall be solely liable for all Psychiatric Inpatient charges incurred on behalf of said client.
- g. PLUMAS shall provide a liaison and phone number that can be reached 24 hours a day for authorization on any clients referred pursuant to Section 5150 WIC, et seq. PLUMAS shall respond to the PHF within four (4) hours of initial contact by the PHF.

On-Call Crisis Number (for Revenue A County):1.800.757.7898

- h. All admissions are contingent upon bed availability with BUTTE residents being given admission priority. (BUTTE reserves the right to refuse any referral.)

9. Transportation and Client Preparation:

Transportation from PLUMAS to the PHF and, upon discharge from the PHF to PLUMAS, shall be the responsibility of and at the expense of PLUMAS. All after-care arrangements shall be the responsibility of PLUMAS. The PHF shall advise PLUMAS prior to discharge so that appropriate discharge planning can be carried out.

- a. PLUMAS shall arrange for transportation of all clients back to PLUMAS within 2 hours of termination of the 72-hour hold or 14-day Certification period in which the PHF may legally retain those involuntary clients that PLUMAS refers to the PHF. In the event PLUMAS does not arrange transportation for said clients, PLUMAS shall provide and identify alternative transportation for said clients to PLUMAS at PLUMAS's expense and said expenses shall not be included within the expense limitations set forth in Item C. Payments of this Agreement.
- b. In case of client discharge for cause (e.g., court order, certification hearing outcome, PLUMAS's counsel recommendation, etc.) PLUMAS shall arrange for all transportation back to PLUMAS immediately.

B. TERM:

1. Term of Agreement:

Unless sooner terminated, as hereinafter provided, the term of this Agreement shall be from **Date of Execution through June 30, 2023**. Notwithstanding the foregoing, this Agreement may be terminated by either PARTY upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

C. PAYMENTS:

1. Rate of Pay:

- a. PLUMAS shall pay BUTTE the difference between BUTTE's current rate of **\$1,840.00** per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing, for inpatient care under the "Psychiatric Health Facility" license (exceeding 24 hours). This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement.

Rate Subject to Change: The Fiscal Year 2022 - 2023 daily rate shall be determined after BUTTE's annual cost report has been completed. This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected. PLUMAS shall be advised in writing of the new daily rate and the effective date of the rate change. (For the purposes of this Agreement, the fiscal year commences on July 1 and ends of June 30 of the following calendar year.)

- b. The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital based physician or psychological services.

2. Payment Limitation:

- a. The provisions hereinabove to the contrary notwithstanding, the maximum obligation of PLUMAS for inpatient and crisis psychiatric hospitalization services shall not exceed **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)** during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by BUTTE which shall be billed to PLUMAS in accordance with this Agreement.
- b. BUTTE shall invoice PLUMAS in arrears, for inpatient days, at the established daily rate specified in Section C, Item 1.a. PLUMAS shall remit payment to BUTTE within 30 days of invoice date.
- c. If any amounts are found to be due by either PARTY as a result of an audit by appropriate Federal, State, or BUTTE or PLUMAS auditors, then both PARTIES agree to reimburse each other upon final audit settlement for any amounts owing.

3. Disapproval of Claims:

The validity of monthly payments to BUTTE, is subject to review by the State of California, DHCS to ensure compliance with applicable laws and regulations. In the event any claim is disapproved by the State, BUTTE shall take all reasonable actions in an effort to obtain such approval. It is expressly understood between BUTTE and PLUMAS that, with the exception of emergency admissions, PLUMAS shall be authorizing reimbursement to BUTTE for both initial evaluation and ongoing care. Thus, BUTTE should be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care. Other areas of financial disallowance which BUTTE agrees to take into account are: (1) Compliance with state and federal law; (2) regulations governing operation of Managed Care; and (3) general psychiatric inpatient services.

D. REQUIREMENT PROVISIONS:

1. Nondiscrimination In Service, Benefits and Facilities:

BUTTE shall not discriminate, and shall take affirmative action to assure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of AIDS or ARC, or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following;

- a. Denying persons any service or benefit;
- b. Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons;
- c. Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service;
- d. Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or
- e. Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit as provided by this Agreement.

2. Confidentiality:

BUTTE shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 CFR, Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with WIC Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. BUTTE shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. BUTTE shall indemnify and hold harmless PLUMAS, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by BUTTE, its officers, employees, or agents. BUTTE agrees not to release any record pertaining to any client of PLUMAS without the written approval of the PLUMAS County Department of Mental Health Director.

3. Conformance with Federal Regulations:

BUTTE stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it shall conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services. BUTTE services shall also meet the requirements provided for in Title 42, Section 434.6., of the Code of Federal Regulations.

4. Client Medical Records:

BUTTE shall maintain adequate client records on each individual client served pursuant to this Agreement. Records shall include intake information and a record of services provided by BUTTE's personnel. Records shall be kept in sufficient detail to permit an evaluation of services provided, and shall include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities.

5. Client Financial Records:

All client financial records shall be available for inspection and audit by the designated auditor of PLUMAS or the State DHCS at a reasonable time during normal business hours.

6. Records Retention:

All client records relating to this Agreement shall be prepared and maintained in accordance with WIC and all other applicable laws and shall be kept a minimum of ten (10) years from the final date of the SDHCS contract period in which such services were provided under, or until completion and final resolution of any audits, appeals, litigation, claims or other action involving records started before the expiration of the ten (10) year period, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and provider's outside auditors, and regular and special reports from provider.

Provider may at its discretion, following receipt of final payment under this agreement, reduce its accounts, books, and records related to this agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, provider must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

7. Right to Inspect:

At reasonable times during normal business hours, DHCS, the PLUMAS County Director or his/her designee(s), the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement. PLUMAS shall also have the right to audit and inspect any books and records of BUTTE, which pertain to services performed and determination of amount payable under this Agreement

E. GENERAL PROVISIONS:

1. Client Grievance Process:

Each client admitted to the PHF pursuant to this Agreement shall be informed of BUTTE's complaint and grievance policy. At the PHF, BUTTE shall make available information on PLUMAS's complaint/grievance resolution forms to PLUMAS beneficiaries. Any grievance filed by a client of PLUMAS shall be brought to the attention of the PLUMAS County Mental Health Director, Quality Management Manager, or Compliance Officer in a timely manner, pursuant to CCR, Title 9, Chapter 11, Sections 1850.205 (c)(1)(B). PLUMAS shall be responsible for supplying BUTTE with PLUMAS's complaint/grievance information.

2. Patients' Rights/Clients' Rights:

BUTTE shall adopt and post in a conspicuous place a written policy on client's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 WIC. Complaints by beneficiaries with regard to substandard conditions may be investigated by PLUMAS's Patients' Rights Advocate, County, DHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

3. Legal Requirements:

In compliance with legal requirements of Emily Q. v. Bonta [C.D.Cal., 2001, CV 98-4181 AHM (AIJx)], BUTTE shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal beneficiaries under 21 years of age admitted to BUTTE's PHF, as well as their representatives. It is the responsibility of BUTTE to ensure that sufficient numbers of these notices are available at the PHF at all times.

4. Indemnification:

- a. BUTTE shall indemnify, defend, and hold harmless PLUMAS, its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from BUTTE's acts or omissions while performing under this Agreement. BUTTE's obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including PLUMAS's and BUTTE's elected officials, officers, employees, and agents) and from damage to or destruction of any property (including PLUMAS's and BUTTE's real and personal property.)
- b. PLUMAS shall indemnify and hold harmless BUTTE and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from PLUMAS's acts or omissions while performing under this Agreement. PLUMAS's obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of BUTTE or persons employed by BUTTE or visiting

BUTTE's site.

5. Insurance:

- a. During the entire term of this Agreement, BUTTE shall maintain a program of self-insurance at BUTTE's own cost, medical malpractice insurance, and general liability insurance coverage, of at least one million dollars (\$1,000,000.00) combined single limit per occurrence, in accordance with **Attachment 2**, attached hereto and incorporated by this reference. Such general liability policy shall be issued on an occurrence basis. BUTTE shall provide notice of insurability to PLUMAS, and provide PLUMAS with thirty (30) days advance notice of any material change in the policy. Before beginning work under this Agreement, BUTTE shall provide PLUMAS with proof of insurance in the form required by PLUMAS.
- b. Each County shall be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage.

6. Independent Contractor:

The employees of each County in the performance of the Agreement shall act only in the capacity in COUNTY in which they are employed and shall not be the agents or employees of the other County.

7. Assignment:

Neither PARTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other PARTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both PARTIES shall be void. This does not preclude BUTTE from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for specific medical or other services. Any such subcontractor shall comply with all terms of this Agreement.

8. Successors:

This Agreement shall bind the successors of PLUMAS and BUTTE in the same manner as if they were expressly named.

9. Notices:

Notices shall be given to BUTTE and PLUMAS at the following addresses;

BUTTE:

Facility:

Butte County Department of Behavioral
Health, Psychiatric Health Facility
592 Rio Lindo Avenue
Chico, CA 95926-1817

Kelly Marinello, Program Manager
Email: kmarinello@buttecounty.net
Telephone: 530.891.2775

County Contract Liaison: Andrea Swenson, Administrative Analyst Senior
Butte County Department of Behavioral Health
3217 Cohasset Road
Chico, CA 95973-5404
Email: aswenson@buttecounty.net
Telephone: 530.552.4901

PLUMAS: Plumas County Behavioral Health
Sharon Sousa, Interim Director
270 County Hospital Road,
Suite 109
Quincy, CA 95971-9173
ssousa@pcbh.services
530.283.6307

10. Entire Agreement:

This Agreement, including **Attachment 1** and **Attachment 2**, contains all the terms and conditions agreed upon by the PARTIES hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the PARTIES hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements, oral or otherwise, between the PARTIES regarding the services to be rendered herein.

11. Amendment:

This Agreement may only be modified by a written amendment hereto and executed by both PARTIES. The maximum amount of the obligation and or the number of days to be covered may be increased with the written consent of all signatories.

12. Applicable Law and Forum:

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in County of Butte.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the day and year first written above.

COUNTY OF BUTTE

COUNTY OF PLUMAS

Scott Kennelly, LCSW, Director Date
Butte County Department of Behavioral Health

Tony Hobson, Ph.D, Director Date
Plumas County Behavioral Health

Tamara Ingersoll, Deputy Director Date:
Department of General Services

Date

Approved as to form, Butte County
Counsel by: Bruce S. Alpert

Kevin Goss, Chair Date
Board of Supervisors

Date

Heidi White, Clerk of the Board Date

Reviewed for Contract Policy Compliance
Department of General Services
Contracts Division

Approved as to form:

By Date



Sara James 8/11/2022
Deputy County Counsel II

Attachment 1

Client Information Check One:

☐

Mental Health

☐

Substance Use

Client Name {Last, First MI}	Social Security #	Date of Birth
Financially Responsible Person Name {If Different from Client}		Primary Phone #
Family Address {Include City, State, Zip Code}		
Mailing Address {If Different from Family Address}		

Policy Information

Please Provide Copy of Primary/Secondary Insurance Cards (Front and Back)

Client Has Medi-Cal: ☐ Yes

☐

No

Client Has Medicare: ☐ Yes

☐

No

Name of Primary Insurance Company	Group / Policy ID #	
Insurance Phone #	Primary/Insured Name {Other than Client}	Insured SSN

Financial Liability

Number of Persons (Family) Dependent on Income:

Income Type:

☐

Self

☐

Spouse

☐

Other

Total Gross Monthly Income: \$

Responsible Persons Assets

Savings: \$

Bank Balances: \$

Market Value - Stocks: \$

Market Value - Bonds: \$

Market Value - Mutual Funds: \$

Market Value - Other: \$

Responsible Persons Monthly Expenses

Court Ordered: \$

Child Care: \$

Dependent Care: \$

Medical: \$

Retirement Contribution: \$

DRUG MEDI-CAL: Except where share of cost is applicable, BCDBH shall accept proof of eligibility for Drug Medi-Cal as payment in full for Substance Use Disorder treatment services rendered.

ASSIGNMENT OF BENEFITS: I authorize payment of medical benefits, otherwise payable to me, to Butte County Department of Behavioral Health for all services they provided. **I understand that I am financially responsible for charges not covered by this assignment.**

AUTHORIZATION TO RELEASE INFORMATION: I Authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim.

I permit a copy of this authorization to be used in place of the original.

Signature of Client or Person Acting on the Client's Behalf

Date

Butte County Department of Behavioral Health
Payor Financial Information (PFI) Form - Version 1.1

Client Number:

Attachment 2
Butte County
Self-Insured Statement

Butte County self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. BUTTE pays for losses up to \$100,000 per occurrence. Losses exceeding \$100,000 are covered by an excess insurance policy purchased through Public Risk Innovation, Solutions and Management (PRISM). The excess policy provides coverage for losses up to 25 million dollars, which BUTTE is legally required to pay because of liability imposed by law or assumed by contract. An actuarial evaluation performed by Bickmore Actuarial found BUTTE's self-insurance reserves to be adequately funded.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Martin Security Systems Inc., a Nevada Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$5,000.00.
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. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 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.

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:

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

Contractor:

Ronald Scott Martin
Martin Security Systems Inc.
P.O. Box 47
Susanville, CA 96130

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

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Martin Security Systems, Inc,

By: _____
Name: Ronald Scott Martin
Title: President and Treasurer
Date signed:

COUNTY:

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

By: _____
Name: Sharon Sousa
Title: Behavioral Health Interim Director
Date signed:

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

ATTEST:

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

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

7/14/2022

EXHIBIT A - SCOPE OF WORK

Monthly alarm monitoring for Wellness Centers

Plumas County Behavioral Health & Wellness Center -Chester
372 Main St.
Chester, CA. 96020

Plumas County Behavioral Health Wellness Center -Quincy
455 Main St.
Quincy, CA. 95971

Plumas County Behavioral Health & Wellness Center -Portola
280. E. Sierra
Portola, CA.

New location in Quincy

Martin Security Systems will install existing alarm monitoring equipment from the Quincy Drop In Center located at 527 Bell Lane Quincy, CA. 95971 to new location of 455 W. Main Street, Quincy, CA 95971 once construction is nearing its completion. Monthly monitoring will also include the following address:

Plumas County Behavioral Health & Wellness Center
455 W. Main Street
Quincy, CA. 95971

EXHIBIT B - FEE SCHEDULE

Plumas County Behavioral Health & Wellness Center -Chester
372 Main St.
Chester, CA. 96020
Monthly alarm monitoring \$35.00.

Plumas County Behavioral Health & Wellness Center -Portola
280. E. Sierra
Portola, CA.
Monthly alarm monitoring \$35.00.

Plumas County Behavioral Health Center -Quincy
455 W. Main Street
Quincy, CA. 95971
Monthly alarm monitoring \$35.00.

Total monthly monitoring for 3 locations

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

**CONTRACT FOR BEHAVIORAL HEALTH SERVICES
PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

THIS CONTRACT, entered into by and between the County of Plumas a public entity in the State of California, (hereafter "County") and Aegis Treatment Centers, LLC, a Delaware Limited Liability Company, qualified to transact business in the State of California, (hereafter "Contractor"):

WITNESSETH

WHEREAS, County has a need, through Plumas County Behavioral Health services, to contract with a Narcotic Treatment Program (NTP) Plumas County as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and;

WHEREAS, Contractor has specially trained, experienced staff to perform NTP services and desires to enter into a Contract with the County to provide narcotic therapy services to beneficiaries of Plumas County.

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, Pursuant to Government Code, section 31000, the County may contract for special services on behalf of public entities including County Behavioral Health.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. **Scope of Services.** County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County, the services set forth in Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. **Compensation.** Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. **Effective Date and Duration.** The effective date and duration of this Contract shall be as set forth in Exhibit C, attached hereto and incorporated herein by reference.
4. **General Conditions.** Contractor and County shall comply with all provisions of County's General Conditions as set forth in Exhibit D, attached hereto and incorporated herein by reference.
5. **Special Conditions.** Contractor and County shall comply with the Special Conditions set forth in Exhibit E, attached hereto and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. **Business Associate Agreement.** Contractor and County shall comply with the County's Business Associate Agreement as set forth in Exhibit F, attached hereto and incorporated herein by reference.

7. **Qualified Service Organization Agreement.** Contractor and County shall comply with the County's Qualified Service Organization Agreement as set forth in Exhibit G, attached hereto and incorporated herein by reference.
8. **Term.** The term of this Agreement commences July 1, 2020, and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Aegis Treatment Centers, Limited Liability Company from July 1, 2020, to the date of approval of this Agreement by the Board of Supervisors.

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year set forth below.

CONTRACTOR:

Aegis Treatment Centers, LLC

By: _____

Name: Susan D. Hoeflich

Title: Vice President, Managed Care

Date:

COUNTY:

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

By: _____

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date:

CONTENT:

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date:

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date:

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

8/18/2022

EXHIBIT A

CONTRACT FOR BEHAVIORAL HEALTH SERVICES SCOPE OF SERVICES

1. Services.

- a. Contractor shall provide outpatient Narcotic Treatment Program (NTP) services, specifically NTP-Methadone, NTP-Individual Counseling, and NTP-Group Counseling for eligible Medi-Cal beneficiaries, both perinatal and non-perinatal, in need of such services in accordance with applicable federal and state statutes and regulations including Title 22 regulations related to the Drug/Medi-Cal, Program, DHCS Substance Use Disorder Services Standards, and applicable licensure and certification requirements for NTP Services. A NTP as defined in Title 22, California Code of Regulation (CCR), Section 51341.1(d)(1), means an outpatient service using federally approved medications for NTP, directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis. For the purposes of Section 51341.1(d)(1), “narcotic treatment program” does not include detoxification treatment.
- b. Contractor shall provide Covered Services for eligible DMC beneficiaries in need of such services. Covered Services means DMC services authorized by Title XIX of the Social Security Act and specified in Title 22, California Code of Regulations and shall include, among other things, NTP services:
 - 1) Federally approved medications for NTP
 - 2) Drug screening and other testing as appropriate
 - 3) Individual and Group counseling services regarding NTP approved medication maintenance

2. Federal and State Regulations.

- a. When a request for Covered Services is made by an eligible beneficiary, Contractor shall initiate services with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding wait times and appointments.
- b. If DMC services are provided to Minor Consent beneficiaries, Contractor shall comply with California Family Code Section 6929.
- c. Contractor shall comply with all terms and conditions of this Contract and all pertinent state and federal laws and regulations.

3. Service Sites.

- a. Contractor shall provide federally approved medications for NTPs, including methadone medication and individual and/or group counseling sessions to Plumas County residents at its licensed clinic locations throughout California.

- b. Contractor shall obtain and maintain DMC certification of the site(s) at which services are provided or may be provided as required by the California Department of Health Care Services (DHCS).
- c. Contractor site(s) where DMC services are provided must be certified in accordance with Drug Medi-Cal regulations and the Americans with Disabilities Act (ADA) and an official fire clearance must be present at each site.
- d. Contractor shall provide the services required by this Contract during hours that are in the best interest of County's clients and, within this parameter, Contractor may determine the appropriate availability and hours of its operations.
- e. Contractor agrees to provide all necessary tools, equipment, materials, and supplies necessary for the performance of the services under this Contract. Contractor shall also be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, bonds or taxes required of or imposed against Contractor and all other Contractor's costs of doing business. County shall not be responsible for any expenses incurred by Contractor in performing services for County.

4. Reporting.

- a. Contractor shall establish and maintain, at Contractor's cost, a computer system fully compliant with HIPAA transactions and Code set standards as well as the DHCS CalOMS Data Collection standards, as necessary, for the submission of information required under the terms and conditions of this Contract, including, but not limited to the submission of Drug Medi-Cal claims and CalOMS treatment admission and discharge data, including client demographic data.
- b. Contractor will be responsible for the accuracy of all data and information which Contractor provides to County or State, ensuring that all services are performed appropriately within the Federal, State, and County guidelines, regulations, code, statutes, and law, including, but not limited to administration, utilization review, documentation, and staffing.
- c. Contractor shall be solely liable and responsible for all data and information submitted by Contractor to County or State in support of claims for services that may be based on data and information submitted by Contractor. Contractor shall process all service data requests within the time frame prescribed by the County and/or State. County shall have no liability for Contractor's failure to comply with County and/or State time frames.
- d. Upon request by County, Contractor shall provide to County within seven (7) days of the request, any and all client progress report(s), proof of client residency, along with County authorization form(s) properly executed by the client(s).

5. Auditing.

- a. Contractor shall maintain an audit file of all records pertaining to this Contract for a period of five years after the duration date of this Contract, or until final resolution of any audits, whichever occurs later.
- b. County will periodically evaluate Contractor's program units of service for the purpose of assessing the reasonableness of the County's payment for services provided. Contractor will be provided reasonable notice if additional contractual and/or service delivery issues are to be reviewed. Contractor is expected to prepare and provide to County the necessary reports

and other analysis to adequately explain Contractor's use of funds as specified in Exhibit "B" of this Contract.

EXHIBIT B

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

2. Compensation.

- a. Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to Plumas County Behavioral Health. Plumas County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:
 - 1) County agrees to reimburse the Contractor for State-approved units of service during the term of this Contract, resulting from services, but not to exceed the Uniform Statewide Daily Reimbursement (USDR) rate per service rendered as described in Section 3.
 - 2) County shall compensate Contractor the Department of Health Care Services (DHCS) established Drug Medi-Cal rates, as outlined or any subsequent publication of updated rates from DHCS, for each service over the duration of this Contract. Such fees shall be calculated per MHSUDS Information Notice 19-035, or any subsequent publication of updated rates from DHCS.
 - 3) In no event shall the maximum allowable payment to Contractor in any fiscal year under this Contract exceed the amount granted by the State of California to County pursuant to the Department of Health Care Services contract for Substance Use Disorder (SUD) services for the Fiscal Year applicable to this Contract.
 - 4) The total amount paid by County to Contractor under this Agreement shall not exceed \$40,000.00 per fiscal year. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

3. Billing.

Contractor shall bill County for services provided under this Contract as follows: For all services in a calendar month, Contractor shall invoice County by the 30th day of the following calendar month. Contractor must submit claims for payment on a Drug Medi-Cal Monthly Summary Invoice Form, which can be found at:

http://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_2K-2Lc/2H_ADPI592_rev_02_2008.pdf

4. Documentation.

If County deems applicable, as part of the monthly invoicing process, Contractor shall provide, with each monthly invoice, documentation pertaining to client services provided during the invoiced month, as per any special requirements needed by third party payors or federal or state funding agencies. This requirement shall apply to all Contractors billing services on a per minute basis. Contractor shall provide documentation as per County guidelines.

Payments.

- a. County shall, within thirty (30) days following receipt of a correct monthly invoice meeting all criteria in this Contract, pay the undisputed charges on the invoice. If there are any disputed charges on the invoice, County shall include the explanation of the nature of the dispute with the payment for the undisputed charges and will provide Contractor with a Notice of Adverse Beneficiary Determination, if applicable. The parties shall exchange any information needed to resolve the dispute within a reasonable time.

5. Audit Risk.

- a. In the case that Contractor-provided services are billed by the County to Medi-Cal, Contractor agrees to accept risk for Medi-Cal exceptions related to deficiencies in documentation or any other areas of responsibility to County to the extent allowed by law. Contractor further agrees to be responsible for reimbursing County any revenues to be paid to the State or Federal government, including but not limited to exceptions resulting from Medi-Cal audit, or as identified through utilization review and medical review by insurance carriers or other auditors. Said reimbursements shall include all lost revenues, damages of any kind, costs and attorney fees incurred by the County, and other charges assessed against the County to the full extent allowed by law.
- b. Furthermore, as per County Provider Problem Resolution & Appeal Processes (Outpatient), County shall provide Contractor a process for appealing or disputing Medi-Cal exceptions or deficiencies demonstrated specifically attributable to Contractor by the County. Reimbursement to the County by Contractor shall not be required until the completion of the appeal or dispute resolution process.

6. County may deduct any such funds from other payments to Contractor if County includes a description of the basis for the deduction with its payment. Withholding Payment.

- a. In addition to withholding payment due to disputed charges on a Drug Medi-Cal Monthly Summary Invoice, County shall have the right to withhold payment to Contractor under the following conditions:
 - 1) Contractor has not documented or has not sufficiently documented Contractor's services according to client records standards of the industry and any special requirements needed by third party payors or federal or state funding agencies.
 - 2) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage.
 - 3) Contractor has failed to sufficiently itemize or document the itemized Drug Medi-Cal Monthly Summary Invoice.
 - 4) When, in the opinion of the County and expressed by the County to Contractor in writing, the Contractor's performance, in whole or in part, has not been sufficiently documented.

EXHIBIT C
CONTRACT FOR BEHAVIORAL HEALTH SERVICES

DURATION AND EFFECTIVE DATE

Effective Date. The term of this Agreement commences July 1, 2020 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Aegis Treatment Center LLC., from July 1, 2020 to the date of approval of this Agreement by the Board of Supervisors.

EXHIBIT D
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
GENERAL CONDITIONS

1. Independent Contractor.

Contractor shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No Eligibility for Fringe Benefits.

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provision of Services.

Contractor shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other applicable laws for the type of services rendered under this Contract. Contractor agrees that it shall immediately notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, accreditation, or certification held by Contractor and/or its employees. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor re Compliance with all Laws.

Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

If Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation

in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Termination for Cause.

- a. If County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, County may immediately terminate the Contract.
- b. If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
 - 1) Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract; or
 - 2) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - 3) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - 4) Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
 - 5) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage; or
 - 6) Contractor fails to comply with any provision of the Mental Health Compliance Plan, Cultural Competence Plan, and Code of Ethics.
- c. For all other material breaches of this Contract, including but not limited to, Contractor failure to perform Contractor's duties to the satisfaction of the County. County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.
- d. In the event of termination, all obligations to provide services shall automatically terminate on the effective date of any termination.
- e. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

7. Termination for Convenience.

- a. Either party may terminate this Contract at any time by providing the other party written notice of termination for convenience (Notice of Termination for Convenience). The Notice of Termination for Convenience shall specify the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the Notice for Termination

for Convenience. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the specified date for termination set forth in the Notice of Termination for Convenience. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

- b. Neither this section nor Section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this Contract.

8. Non-Assignment of Contract.

Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this Contract without the prior written consent of County. Any such assignment, transfer, or delegation without County's prior written consent shall be null and void.

9. Entire Agreement and Modifications.

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits 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 Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

10. Governing Law and Venue.

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. All of the parties' rights and obligations created hereunder shall be performed in the County of Plumas, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

11. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

12 Severability.

The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

13. Nondiscrimination.

Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

14. Notices.

- a. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

- 1) To the County:

Plumas County Behavioral Health
270 County Hospital Road Suite 109
Quincy, CA 95971

- 2) To Contractor at:

Aegis Treatment Centers, LLC.
1317 Route 73 North, Suite 200
Mount Laurel, NJ 08054-2202
contracting@pinnacle-treatment.com

- b. Any such notice shall be deemed to have been received if:

- 1) In the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission.
- 2) In the case of nationally recognized overnight courier, on the next business day after the date sent; or
- 3) In the case of mailing, on the third business day following posting.

15. Headings.

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

16. Signatory Authority.

Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

17. Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every

nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of County.

18. Insurance.

- c. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
- d. Minimum Scope and Limit of Insurance. Coverage should be at least as broad as:
 - 1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits of coverage in an amount not less than \$1,000,000 per claim with the minimum annual aggregate not less than \$300,000
 - 2) Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
 - 4) Sexual Misconduct Liability, if applicable: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
 - 5) Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.
- e. Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or

operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

- f. **Primary Coverage:** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- g. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given by the insurance company to the County.
- h. **Failure to Maintain Insurance:** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
- i. **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- j. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- k. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County as stated by the County in writing.
- l. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:
 - 1) The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
 - 2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract work
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.
- m. **Separation of Insureds:** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

- n. Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- o. Certificates and copies of any required endorsements shall be sent to:
Plumas County Behavioral Health
270 County Hospital Road Suite 109
Quincy, CA 95971

Non-appropriation of Funds.

During the term of this Contract, if the State or any federal government terminates or reduces its funding to County for services that are to be provided under this Contract, then County may elect to terminate this Contract by giving written notice of termination to Contractor effectively immediately or on such other date as County specifies in the notice. In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by the County, continuation of the Contract is contingent on the appropriation of funds by the Plumas County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

19. Force Majeure.

Neither County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

20. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Accounting Standards and Procedures for Counties

https://www.sco.ca.gov/serp.html?q=accounting+standards+and+procedures&cx=001779225245372747843%3Ajzcl_x9eh9w&cof=FORID%3A10&ie=UTF-8&submit.x=6&submit.y=2

The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

21. Inspection or Audit of Records by Local, State or Federal Agency.

- a. Unless a longer period is required by law, pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the Contract.
- b. Additionally, Contractor shall allow the County, State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and all other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor and its agents, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records, including electronic records, originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County, State DHCS, HHS, or GAO as requested.
- c. Contractor shall include in each of its contracts with any contractor performing work under this Contract, a provision providing that the subcontractor grants to the County, State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and all other authorized federal and state agencies, or their duly authorized representatives, the same rights to inspect, evaluate, audit and otherwise examine the contractor's records and facilities as set forth in section 24.b., above, of this Exhibit.

22. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

23. Conflict of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code Sections 1090 and 87100 et seq. during the term of this Contract.

24. Immigration Reform and Control Act.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

25. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement of this contract, shall be strictly reserved to County and Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person.

26. Tax Information Reporting.

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

27. Delegation of Authority.

- a. The scope of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Behavioral Health Agency Director or designee the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to Contractor up to the change order limits specified in the County's Contracting for Services Policy.
- b. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Behavioral Health Agency Director or designee and does not exceed the change order limits. This delegation of authority is expressly limited as stated herein.

EXHIBIT E
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SPECIAL CONDITIONS

1. Compliance with Health Care Laws.

Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination In Level Of Services.

As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

3. Nondiscrimination.

- a. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977.
- b. Contractor shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

4. Quality Assurance.

Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Care Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of mental health care to clients at economical costs.

5. Compliance Certification.

- a. Contractor shall certify in writing on an annual basis that it has complied with the following elements of this Contract:

- 1) Exhibit D.26.: Conflict of Interest
 - 2) Exhibit E.6.: Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers
 - 3) Exhibit E.7.; Compliance Plan
 - 4) Exhibit E.8.: Cultural Competence Plan
 - 5) Exhibit E.9.: Health Information Privacy and Security Policy and Training Program
 - 6) Exhibit E.11.: Disclosures - Conviction of Crimes / Ownership Interest of Greater than 5%
- Contractor shall sign the Contractor Certification form in conjunction with signing this Contract.

6. Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers.

At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On a monthly basis, Contractor shall conduct or cause to be conducted a screening of all employees, contractors or agents assuring that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers.

7. Compliance Plan.

- a. Contractor shall, at a minimum, adopt and comply with all provisions of the latest version of the Behavioral Health Agency Compliance Plan and Code of Conduct—Contractor and Network Provider Version ("Compliance Plan"). Contractor may adopt and comply with an alternate Compliance Plan and Code of Conduct if granted written approval by the Behavioral Health Agency Compliance Officer. Contractor shall adopt effective measures to enforce compliance with the Compliance Plan by its employees, contractors and agents.
- b. Within 30 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Behavioral Health Agency Compliance Plan and Code of Ethics and complete related training provided by Contractor or the Behavioral Health Agency.
- c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Compliance Plan, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

8. Compliance with County Cultural Competence Plan.

- a. Consistent with the County Cultural Competence Plan, Contractor will provide services that meet the cultural, ethnic and linguistic backgrounds of their clients, including but not limited to, access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross cultural environment. Contractor shall adopt effective measures to enforce compliance with the Cultural Competence Plan by its employees, contractors and agents.

- b. Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Cultural Competence Employee Information Pamphlet and complete related training provided by the Behavioral Health Agency.
- c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Cultural Competence Employee Information Pamphlet, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)
- d. The Cultural Competence Employee Information Pamphlet may be found here:
<https://www.plumascounty.us/2587/Cultural-Competency>
- e. The Cultural Competence Plan may be found here:
<https://www.plumascounty.us/2587/Cultural-Competency>

9. Health Information Privacy and Security Policy and Training Program.

- a. Contractor shall provide health information privacy and security training to all employees as required by Title 22 of the California Code of Regulations, the Health Information Portability and Accountability Act of 1996, the California Medical Information Act, and as required by County.
- b. Within 15 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Confidentiality Agreement and HIPAA primer for Contractor Use, and complete related training provided by the Behavioral Health Agency. Contractor may adopt and comply with an alternate Confidentiality Agreement, HIPAA Policy, and related training if granted written approval by the Behavioral Health Agency Compliance Officer.
- c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Behavioral Health Information Privacy and Security Policy, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)
- d. The Behavioral Health Information Privacy and Security Policy and Procedure may be found here:
<https://www.plumascounty.us/DocumentCenter/View/41779/EHR-Contractor-Access-Request>

The Confidentiality Agreement and HIPAA Primer for Contractor Use may be found here:
<https://www.plumascounty.us/DocumentCenter/View/41780/Plumas-County-HIPAA-electronic-Security-Policy-MIS>

10. Confidentiality.

Contractor shall abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without

limitation, Welfare and Institutions Code sections 14100 et seq, and 5328 et seq.; section 431.300 et seq. of Title 42 of the Code of Federal Regulations; the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164; and the provisions of Exhibit F of this Contract , (the Business Associate Agreement). Any conflict between the terms and conditions of this Contract and Exhibit F (the Business Associate Agreement) are to be read so that the more legally stringent terms and obligations of the Contractor shall control and be given effect. Contractor shall not disclose any client/patient identifying information, except as otherwise authorized by law.

11. Disclosures.

- a. Pursuant to 42 CFR § 455.104 and 42 CFR § 455.106, Contractor shall submit the disclosures described in this section regarding the Contractor's ownership and control and convictions of crimes. Contractor must submit new or updated disclosures to the Behavioral Health Agency prior to entering into or renewing the Contract. Contractor shall submit an updated disclosure to the Behavioral Health Agency within 35 calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of the Department. Disclosures as provided herein:
- b. For disclosure of 5% or More Ownership Interest, Contractor shall provide in writing the following:
 - 1) The name and address of any person (individual or corporation) with an ownership or control interest in the contractor/network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - 2) Date of birth and Social Security Number (in the case of an individual);
 - 3) Other tax identification number, in the case of a corporation or other entity that uses a tax identification number for tax purposes;
 - 4) Whether the person (individual or corporation) with an ownership or control interest in the contractor/network provider is related to another person with ownership or control interest in the same or any other network provider of the Behavioral Health Agency as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
 - 5) The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
 - 6) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
- c. For disclosure of Conviction of Crime(s), Contractor shall provide in writing the following:
 - 1) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

- 2) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- 3) The Contractor shall supply the written disclosures to the County before entering into the Contract and at any time upon the County's request.
- 4) Network providers should submit the same disclosures to the County regarding the network providers' criminal convictions. Network providers shall supply the disclosures before entering into the Contract and at any time upon the Department's request.

12. Record keeping and reporting of services.

- a. Contractor shall keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services, including timely access to such services, without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.
- b. Contractor shall submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.
- c. Contractor shall collect and provide County with all data and information County deems necessary for County to satisfy State reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code 5651(a)(4), 5664(a) and (b), 5705(b)(3), 5718(c) and guidelines established by DHCS. Said information shall be due no later than 90 days after close of fiscal year of each year, unless a written extension is approved by the County. Contractor shall provide such information in accordance with the requirements of the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable state manuals and/or training materials, and other written guidelines that may be provided by County to Contractor.

13. State Audits.

Pursuant to California Code of Regulations, title 9, section 1810.380, Contractor shall be subject to State oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the contract between the State and County. If the Contractor is determined to be out of compliance with State or Federal laws and/or regulations, the State may require actions of the County to rectify any out of compliance issue, which may include financial implications. Contractor agrees to be held responsible for their portion of any action the State may impose on the County.

14. Equipment.

- a. Contractor shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:
 - 1) All required Behavioral Health forms;
 - 2) County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract. Contractor may at its option use County provided equipment for non-County clients as long as the equipment in any given instance is not for the sole use of non-County clients.

15. Other Employment.

- a. Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the following prohibitions:
 - 1) No such private practice shall be conducted or solicited on County premises or from County-referred clients.
 - 2) Such other employment shall not conflict with the duties, or the time periods within which to perform those duties, described in this Contract.
 - 3) The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Contract.

16. State Department of Health Care Services Contract.

Contractor agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the State Department of Health Care Services to provide specialty mental health services to Medi-Cal beneficiaries of Plumas County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775).

17. Use of Information Provided by the Social Security Administration.

Contractor shall comply with all conditions required under the Social Security Administration agreement with the California Department of Health Care Services available at:

<https://www.dhcs.ca.gov/formsandpubs/laws/Pages/CaliforniaStatePlan.aspx>

18. Placement Authority.

County shall have sole and exclusive right to screen and approve or disapprove clients prior to placement in Contractor's facility. Approval must be obtained in writing by client's case manager or designee prior to placement under this Contract.

19. License Information.

Contractor agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Contract, such qualifications, licenses, registrations, certifications, and/or permits as are required by state or local law. Contractor shall provide County a written list of all licensed/registered/waivered or certified persons who may be providing services under this Contract. The list shall include the name, title, professional degree, license number, and NPI number.

20. Professional Licensing Waiver Requirements.

Contractor shall comply with Department of Mental Health (DMH) Letter No 02-09 regarding waivers for professional licensing of all psychologists, clinical social workers, licensed professional clinical counselors, or marriage and family therapists employed by, or under contract to, County.

21. Gifts.

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established County procedures.

22. Violations and Deviations.

- a. If the County discovers any practice, procedure, or policy of the Contractor which deviates from the requirements of this Contract, violates federal or state law, threatens the success of the program conducted pursuant to this Contract, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, County may require corrective action, withhold payment in whole or in part, or terminate this Contract immediately. If County notifies Contractor that corrective action is required, Contractor shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless County notifies Contractor that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service. If Contractor is an in-patient facility, Contractor shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.
- b. Contractor shall notify the County immediately should Contractor or its agents be investigated for, charged with, or convicted of a health care related offense. During the pendency of any such proceedings, Contractor shall keep the County fully informed about the status of such proceedings and shall consult with the County prior to taking any action which will directly impact the County. This Contract may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor or its agents of a health care offense. Contractor shall indemnify, defend, and hold harmless the County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor or its agents.

23. Reports of Death, Injury, Damage, or Abuse.

- a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, Contractor shall immediately notify the County's Behavioral Health Director by telephone. In addition, Contractor shall promptly submit to County a written report including: (1) the name and address of the injured /deceased person; (2) the time and location of the incident; (3) the names and addresses of Contractor's employees and/or agents who were involved with the incident; (4) the names of County employees, if any, involved with the incident; and (5) a detailed description of the incident.
- b. Child Abuse Reporting. Contractor shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code § 11164, et seq. Contractor shall require that all of its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements
- c. Elder Abuse Reporting. Contractor shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code § 15600 Code, et seq.). Contractor shall require that all of its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements

24. Trafficking Victims Protection Act of 2000.

- a. Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 7102. For full text, see:
<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>
- b. Contractor, Contractor's employees, and subcontractors shall not:
 - 1) Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect.
 - 2) Procure a commercial sex act during the period of time that the Contract is in effect.
 - 3) Use forced labor in the performance of the award or sub-awards under the Contract.
- c. Contractor shall:
 - 1) Immediately notify the County's Behavioral Health Director, by telephone, in the event they receive any information from any source alleging a violation of a prohibition in Section 9a. of this Exhibit.
 - 2) Include the requirements of paragraph a. of this section in any Subcontract awarded under this Contract.
- d. Violation of any of these provisions is cause for immediate termination of the Contract.

25. Disclosure of Unusual Incidents.

Contractor shall notify the County's Behavioral Health Director, by telephone, of the violation of any provision of this Contract within 24 hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by delivering to the County's Behavioral Health Director, within 72 hours of obtaining a reasonable cause to believe that such violation occurred, a written notice which shall describe the violation in detail. Contractor shall comply with state law and the County's policies and requirements concerning the reporting of unusual occurrences and incidents.

26. Standard for Security Configurations, if applicable.

- a. Contractors accessing County's electronic health records system shall abide by and implement the standard Security Configurations below. The Contractor shall configure its computers with the applicable United States Government Configuration Baseline (USGCB) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
- b. The Contractor shall ensure IT applications operated on behalf of the County are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products meet the latest USGCB major version and subsequent major versions.
- c. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
- d. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
- e. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this Contract comply with the requirements contained in this clause.
- f. The Contractor shall ensure that computers which store Protected Health Information (PHI) and/or Personally Identifiable Information (PII) locally have hard drive encryption installed and enabled.
- g. For those Contractors accessing County's electronic health records system, County shall not provide the Contractor with computer hardware support in connection with the performance of this Contract. The County shall provide the Contractor with necessary electronic health records software support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with any Computer support in connection with the performance of this Contract.

27. Charitable Choice.

- a. Contractor shall not use any money provided under this Contract for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, Contractor shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character of a program, Contractor shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or the County.

- b. Contractor shall comply by 42 Code of Federal Regulations, Part 54.
- c. Contractor shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance use disorder activities. This information must be submitted to the County by September 1st of each year, including the September 1st after the termination of this Contract. The annual submission shall contain all substantive information required by the County and be formatted in a manner prescribed by Department of Health Care Services (DHCS).

28. No Unlawful Use or Unlawful Use Messages Regarding Drugs.

Contractor agrees that information produced through funds allocated under this Contract, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-1199.3). Contractor agrees that it shall enforce, and shall require its agents, including contractors, to enforce these requirements.

29. Restriction on Distribution of Sterile Needles.

Contractor agrees that no Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

EXHIBIT F
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
BUSINESS ASSOCIATE AGREEMENT

1. General Provisions and Recitals.

A. All terms used, but not otherwise defined below herein, have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and their implementing regulations at 45 CFR Parts 160 through 165 (“HIPAA regulations”) (collectively along with state law privacy rules as “HIPAA laws”) as they may exist now or be hereafter amended.

B. A business associate relationship under the HIPAA laws between Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County under the Agreement.

C. County wishes to disclose to Contractor certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined by the HIPAA laws, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

D. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of the HIPAA laws.

E. The HIPAA Privacy and Security rules apply to Contractor in the same manner as they apply to County. Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

2. Definitions.

A. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor’s workforce in relation to the protection of that information.

B. “Agent” shall have the meaning as determined in accordance with the federal common law of agency.

C. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA laws which compromise the security or privacy of the PHI.

(1) Breach excludes:

- (a) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
 - (b) Any inadvertent disclosure of PHI by a person who is authorized to access protected health information at the County or the Contractor, to another person authorized to access protected health information at the County, the Contractor, other covered entity or business associate, that has not been used or disclosed except in compliance with law.
 - (c) A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (2) Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- D. "County PHI" means either: (1) PHI disclosed by County to Contractor; or (2) PHI created, received, maintained, or transmitted by Contractor pursuant to executing its obligations under the Contract.
- E. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- F. "Minimum Necessary" shall mean the Privacy Rule Standards in 45 CFR § 164.502(b) and § 164.514(d)(1).
- G. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion required by the HIPAA laws.
- H. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

3. Obligations and Activities of Contractor as a Business Associate.

- A. Contractor agrees not to use or further disclose County PHI other than as permitted or

required by this Business Associate Agreement or as required by law.

B. Contractor agrees to use appropriate safeguards and other legally required safeguards to prevent use or disclosure of County PHI other than as provided for by this Business Associate Agreement.

C. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic County PHI.

D. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of County PHI by Contractor in violation of the requirements of this Business Associate Agreement or HIPAA laws.

E. Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such information.

F. Contractor agrees to provide access, within ten (10) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524 or any other provision of the HIPAA laws.

G. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within fifteen (15) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

H. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA laws.

I. Contractor agrees to document any Disclosures of County PHI that Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

J. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, any information collected in accordance with the Agreement, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with the HIPAA laws.

K. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA laws Contractor will comply with the requirements of the HIPAA laws that apply to County in the performance of such obligation.

L. Contractor shall honor all restrictions consistent with 45 C.F.R. §164.522 that the County or the Individual makes the Contractor aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the individual pays out of pocket in full for the healthcare item or service, in accordance with HITECH Act Section 13405(a).

M. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Business Associate Agreement by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

N. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware. Contractor must report to County Breaches of County PHI in accordance with the HIPAA laws.

O. Contractor shall notify County within twenty-four (24) hours of discovering any Security Incident, including all data Breaches or compromises of County PHI, however, both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

(1) A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

(2) Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other Agent of Contractor, as determined by federal or state common law of agency.

(3) Contractor's initial notification shall be oral and followed by written notification within 24 hours of the oral notification.

(4) Oral notification shall be made to the HIPAA Privacy Officer Jessica McGill. Written notification shall be sent to the following address:

HIPAA Privacy Officer
Attn: Jessica McGill
270 County Hospital Road Suite 109
Quincy, CA 95971
Or by Email at: Jmcgill@pcbh.services

(5) Contractor's notification shall include, to the extent possible:

(a) The identification of each Individual whose County PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

(b) Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

(i) A brief description of what happened, including the date of the

Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of County PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- (iv) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- (v) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

P. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

Q. In the event that Contractor is responsible for a Breach of County PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with Paragraph O and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

R. Contractor shall maintain documentation of all required notifications to County of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

S. Contractor shall provide County all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial notice of the Breach to County.

T. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

U. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

V. Contractor shall train and use effective measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally or repeatedly violate any provisions.

4. Permitted Use and Disclosure by Contractor.

A. Contractor may use or further disclose County PHI as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County.

(1) Contractor may use County PHI, if necessary, for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor.

(2) Contractor may disclose County PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

(a) The Disclosure is required by law; or

(b) Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

(3) Contractor may use or further disclose County PHI to provide Data Aggregation services relating to the Health Care Operations of Contractor.

B. Contractor shall make Uses, Disclosures, and requests for County PHI consistent with the Minimum Necessary principle as defined herein.

C. Contractor may use or disclose County PHI as required by law.

5. Obligations of County.

A. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

B. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

C. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

6. Business Associate Termination.

A. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Agreement, County shall:

- (1) Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or
- (2) Have the discretion to unilaterally and immediately terminate the Agreement, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) calendar days.

B. Upon termination of the Agreement, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

- (1) This provision shall apply to all PHI that is in the possession of Subcontractors or Agents of Contractor.
- (2) Contractor shall retain no copies of the PHI.
- (3) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

C. The obligations of this Business Associate Agreement shall survive the termination of the Contract.

EXHIBIT G
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
QUALIFIED SERVICE ORGANIZATION AGREEMENT

1. Contractor agrees that it is a Qualified Service Organization to the County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12.
2. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this Contract, Contractor is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws.
3. Contractor further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2.



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: August 24, 2022
TO: Honorable Board of Supervisors
FROM: Jennifer Langston
Chief Code Enforcement Officer

SUBJECT: CONSENT AGENDA REQUEST TO THE BOARD OF SUPERVISORS TO APPROVE CONTRACTS BETWEEN MICHAEL LASZAR, DBA AXLES BONEYARD LLC AND THE COUNTY OF PLUMAS FOR DISMANTLING AND TOWING SERVICES UNDER THE ABANDONED VEHICLE ABATEMENT PROGRAM

RECOMMENDATION:

1. Approve and authorize the Chair to sign contract between Plumas County and Michael Laszar, dba Axles Boneyard LLC, for dismantling services under the Abandoned Vehicle Abatement Program; approved as to form by County Counsel
2. Approve and authorize the Chair to sign contract between Plumas County and Michael Laszar, dba Axles Boneyard LLC, for towing services under the Abandoned Vehicle Abatement Program; not to exceed \$10,000 dollars; approved as to form by County Counsel

BACKGROUND:

Towing and Dismantling services are a critical part to be able to maintain the operation of the Abandoned Vehicle Abatement Program. Since the AVA programs reimplementation County Code Enforcement has managed to remove abandoned vehicles from private property and right of ways. Costs for all towing and dismantling services are paid by The Abandoned Vehicle Abatement Program, with no contributions from the general fund.

Thank you for your consideration,

Jennifer Langston
Chief Code Enforcement Officer
County of Plumas

BOARD AGENDA REQUEST FORM

Department: Code Enforcement

Authorized Signature: _____

Board Meeting Date: September 6, 2022

Request for 0 minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: ☒ Yes ☐ No

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

A. Plumas County Service Authority for the Abatement of Abandoned Vehicles Dismantling Service and Agreement and Contract between Plumas County and Axles Boneyard LLC. August 1, 2022 to July 31, 2023

B. Plumas County Service Authority for the Abatement of Abandoned Vehicles Towing Service and Agreement and Contract between Plumas County and Axles Boneyard LLC. August 1, 2022 to July 31, 2023

C.

Review by Necessary Departments:

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

County of Plumas County Counsel

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

N/A

Attached Documents:

Contracts/Agreements:

Three copies? (Y ☒ / N ☐)

Signed? (Y ☒ N ☐)

Budget Transfers Sheets:

Signed? (Y ☐ N ☒)

Other: _____

Publication:

☐ Clerk to publish on _____ ☐ Notice attached and e-mailed to Clerk.

☐ Notice to be published _____ days prior to the hearing. _____
(if a specific newspaper is required, enter name here.)

☐ Dept. published on _____ (Per Code § _____). ☐ Copy of Affidavit Attached.

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

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: ☒ No: ☐ Not Applicable: ☐

If Not Applicable, please state reason why:

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

PLUMAS COUNTY SERVICE
AUTHORITY FOR THE ABATEMENT
OF ABANDONED VEHICLES

DISMANTLING

SERVICE
AGREEMENT
AND
CONTRACT

This agreement and contract made and entered into this 1 day of August, 2022, by and between the County of Plumas, a political subdivision of the State of California ("County") and Axles Boneyard, LLC ("Contractor").

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

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

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

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

PLUMAS COUNTY

VEHICLE DISMANTLER SERVICE AGREEMENT AND CONTRACT

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

2. TERM

This agreement is effective August 1, 2022, and shall continue in effect until July 31, 2023, unless terminated earlier as provided herein. The governing board of the County hereby approves and ratifies this agreement as of the effective date of August 1, 2022 and hereby approves for payment the services shown in the attached Exhibit "A"

3. SERVICE DISTRICTS

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

distribution of vehicles for disposal to each dismantler.

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

4. DISMANTLING OPERATORS

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

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

5. BUSINESS RECORDS

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

County or City, may inspect operator records without notice during normal business hours in the furtherance of required annual audits of the County.

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

6. INVOICES AND BILLING

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

7. FINANCIAL INTEREST

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

8. RESPONSE TO SERVICE NEEDS

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

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

9. STORAGE FACILITY

- A. Operators shall maintain a place of secure storage, as further specified herein, for the storage of removed vehicles awaiting dismantling which has been delayed pursuant to legal intervention. Where such storage is at County direction a reasonable rate for such storage may be billed to the County.
- B. The operator shall be responsible for the security of removed vehicles, and any property contained therein, until lawful disposal. At a minimum, a fenced or enclosed secured area shall be provided for storage. The operator is responsible for the reasonable care, custody, control and disposal, as provided by law, of any property contained in dismantled vehicles.
 - 1. The operator shall maintain records of all such personal property disposal as required by law.
 - 2. The operator shall release personal property from a vehicle removed at County direction at the request of the vehicle's registered owner or agent during normal business hours. Property releases at other times shall be at the discretion of the operator and may be subject to after-hours release fees charged to the vehicle owner or his agent obtaining the property after hours.
 - 3. Personal property is considered to be items which are not affixed to, or a part of, the vehicle.
- C. The primary storage facility shall normally be at the same location as the business address. Personal property shall be released at the primary storage facility or place of business upon request of the vehicle owner or a person having a legal entitlement to the property.
 - 1. Prior to the utilization of new storage facilities that were not listed on the application for a County listing, the operator shall furnish the address to the County and obtain County approval prior to use of the new facility for County storage.
 - 2. The release of vehicles removed under direction of the County, prior to dismantling, shall be pursuant only to County written authorization or the order, properly served, of a competent court.

10. RATES

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

1. The Operator shall submit retail rates to the County for services originating during normal business hours and for services, such as property releases, originating after business hours. The County shall determine the validity and reasonableness of the submitted rates.
 - a. Validity will be based upon factors such as: telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate exceeding the lesser of an operator's usual customary retail rate quoted over the phone or posted in the company office will be considered invalid and will not be accepted.
 - b. Reasonableness shall be determined as compared to other rates. An operator who submits a rate that is determined to be excessive shall be allowed to re-submit rates only once.
2. The charge for after-hours release shall be no more than one and one-half times the hourly rate, and shall only be allowed on weekends, holidays, and outside normal business hours.
3. Fees for Special Operations
 - a. For County directed dismantling of unique or problematic vehicles requiring uncommon disposal methods, the operator shall, at the direction of the County, submit fee proposals for such vehicle dismantling and any special processing requirements. Fees shall be reasonable, reflective of actual costs of the service and consistent with fees imposed by other operators for similar operations within the industry.
 - b. The County shall determine the reasonableness of the fee proposals based on the aggregate of information submitted and cost reports for similar services available for comparison.
 - c. If an operator performs a requested service for which a required rate was not submitted and approved by the County, the operator shall only be entitled to charge for the actual cost of that service plus 10 percent.
- B. Rate requirements represent the maximum an operator may charge for a County response. An operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.
- C. No operator or employee shall refer to any rate as required or set by the County.
- D. Payments For Vehicles
 1. During any periods where the operator is paying the public for vehicles for salvage, payments for vehicles delivered for disposal at County direction shall be made directly to the County. Said payments shall be accompanied by invoices showing the payment. Such invoices shall be itemized and shall, at a minimum, include a physical description of each vehicle (make, model, color, and year, if known) inclusive of a unique identification number (license, VIN, engine number, etc.) if available. Each invoice shall also include the nature of service, disposition of the vehicle and a copy of the Dismantler's Certificate, if issued.

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

11. COLLUSION

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

12. INSURANCE

- A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the operator's business is located, and is authorized to do business in California:
 1. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
 2. Garage Keeper's Liability - Coverage for vehicles and property in the care, custody, and control of the operator with a combined limit of not less than \$100,000.
 3. Worker's Compensation - Shall meet all applicable requirements of the laws of the State of California.
 4. Liability insurance policies shall contain provisions specifying that:
 - a. The County, the County of Plumas, and the City of Portola shall be designated as additional insured as regards operations of the named insured under this Agreement and Contract; and
 - b. Any insurance maintained by the County, the County of Plumas and the City of Portola shall apply in excess of, and not contribute with, insurance provided pursuant to this Agreement and Contract; and
 - c. The insurer agrees to waive all rights of subrogation against the County, the County of Plumas and the City of Portola, their officers and employees for losses arising from work performed

by the named insured for the County.

- B. Proof of insurance shall be in the form of a certificate(s) of insurance. Certificates must be provided to the County prior to the effective date of this Agreement and Contract. If requested by County in writing, the Operator shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time
- C. The operator's insurance policy shall provide for not less than 30 days written notice to the County in the event the insurance policy is canceled, limited, is due to expire or is non-renewed.
- D. Failure of the operator to maintain the minimum insurance requirements set forth in the Agreement and Contract shall be cause for immediate termination of said Agreement and Contract.
- E. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

13. DEMEANOR AND CONDUCT

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

14. COMPLIANCE WITH LAW

- A. The dismantler and employees shall, at all times, comply with federal, state and local laws and ordinances.
 - 1. Any violation of law resulting in disciplinary action against an operator or employee by the Department of Motor Vehicles may be cause for suspension or termination, at the discretion of the

County, of the operator's Agreement and Contract.

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

15. COMPLIANCE WITH THE AGREEMENT AND CONTRACT

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

16. DISCIPLINARY ACTION

- A. The County shall take disciplinary action against operators for violations investigated and confirmed or sustained. Unless otherwise noted, the County shall determine the period of suspension. The County shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement and Contract.
 1. Records of confirmed or sustained violations shall be retained by the County for at least 36 months.
 2. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension or immediate termination of the Agreement and Contract. Any suspension will remain in effect until the period of suspension designated by the County is completed. A mandatory condition of reinstatement of any operator suspended or terminated for this violation shall be proof, presented to the County, of reimbursement to the aggrieved customer(s).
 3. County personnel shall not be offered gratuities and requests for gratuities shall not be honored by tow company operators, employees, or associates of the company. A violation of this section shall

be cause for immediate suspension or termination.

4. Failure of the operator to satisfy a court order mandating reimbursement to the vehicle or property owner for damage or loss which occurred while the vehicle was in the operator's custody will result in a suspension. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof of the reimbursement.
5. Failure of the operator or employee to comply with Section 13, Demeanor and Conduct, and/or Section 14, Compliance with Law, may be cause for suspension if deemed appropriate by the County.

17. TERMS OF DISCIPLINARY ACTION

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

18. APPEAL AND HEARING

- A. In the event the County notifies the operator of disciplinary action, the operator may appeal by

requesting a hearing within seven (7) calendar days of such notice by submitting a written request to the County. If a hearing is requested, it shall be held as soon as practicable. The hearing shall be conducted by the County Board of Directors, and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position. The operator shall be further entitled to present testimony of at least one qualified person. The operator shall be notified in writing of the Board's decision(s) within ten (10) business days of the date of completion of the hearing.

1. A disciplinary action shall not take effect until the appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the public or who continue to violate the terms and conditions of this Agreement and Contract. If an operator fails to request a hearing within the specified time or fails to appear at a scheduled hearing, the action initiated by the County shall be final and the disciplinary action shall take effect upon written notification to the operator.

19. AGREEMENT AND CONTRACT REVIEW

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

20. ADVERTISING

The operator shall not display any sign or engage in any advertisement indicating an official or unofficial

connection with the County, the County of Plumas or the City of Portola.

21. TERMINATION

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

22. MISCELLANEOUS PROVISIONS

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

County:

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

Operator:

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

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

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

23. OPERATOR APPROVAL

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

CONTRACTOR:

Axles Boneyard, LLC,

By: _____

Name: Michael Laszar

Title: Sole Member

Date signed:

COUNTY:

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

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST

By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

8/19/2022

Exhibit "A"

Dismantling and disposing of motorhomes, RV's, trailers, and boats	\$55 per foot
Individual Tires	\$3.00 each
Individual Tires mounted on rims/wheels.....	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

Agreement for Vehicle Abatement Services

This Agreement is made for the Abatement of Abandoned Vehicles, and entered this 1st day of August, 2022, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and Axles Boneyard, LLC, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from August 1, 2022 through July 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 1, 2022, to 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 agrees to observe and comply with all applicable terms of state and federal laws and regulations, all applicable grant-funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies, including those governing licensed vehicle dealers and auto towing.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms

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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. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
 - c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
 - d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.

- e. 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.
- f. 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.
- g. 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.

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

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

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

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

County:

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

Contractor:

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

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section

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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:

Axles Boneyard LLC,

By: 

Name: Michael Laszar

Title: Sole Member

Date signed:

COUNTY:

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

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST

By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Approved as to form:



Gretchen Stuhr

Plumas County Counsel

8/19/2022

EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

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

2. TOW PROCESS – ALL ABATEMENTS

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

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

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

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

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

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

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

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

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

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

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

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

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4. DISPOSITION OF VEHICLES

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

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

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

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


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

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

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

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

____ COUNTY INITIALS

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

5. RECORDS, AUDITS AND REPORTS

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

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

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

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

6. MOTOR CARRIER PERMIT

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

7. TOW TRUCK DRIVER REQUIREMENTS

____ COUNTY INITIALS

- 10 - CONTRACTOR INITIALS



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

B. Criminal Convictions as Prohibition from Performing Services:

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

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

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

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

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

9. TOW TRUCKS – REQUIRED INSPECTIONS

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

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

10. PUBLICATION OF DOCUMENTS AND DATA

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

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow.....	\$250.00 hour
(This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	
Motorhomes, RV's, trailers, and boat tow.....	\$500.00 hour
Large farm equipment (requiring Class D truck)	\$750 hour
Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at the towing/dismantling company's posted rate	
Individual Tires	\$3.00 each
Individual Tires mounted on rims/wheels.....	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility(other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.

____ COUNTY INITIALS

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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

MEETING MINUTES

**ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON AUGUST 2, 2022**

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 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**

Roll Call.

Present: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss

PLEDGE OF ALLEGIANCE

Ken Donnell leads the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Hearing None

PUBLIC COMMENT OPPORTUNITY

Pastor George Tarleton offers a prayer.

Ken Donnell announced upcoming series of memorial, and commemorative events for the one-year anniversary of the Dixie and Fly fires. **View Item**

Tom McGowan reported on the Special Joint Meeting with the US Forest Service Pacific Southwest Region regarding national forest management, including suppression and post fire rehabilitation and restoration. Constituent Dick Prossey from Quincy addressed the board regarding his views of the Pandemic response.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Todd Johns spoke regarding Cooling/ Heating Centers, and guidelines regarding implementation.

Dr. Dana Loomis, reported regarding the State of Emergency and Monkey Pox.

Sharron Sousa commented regarding the wellness centers possibly being used as cooling/ heating centers.

John Mannle reported to the Board of the receipt of the new grader replacing the one destroyed by the fire.

ACTION AGENDA

1. **DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on Dixie Fire Collaborative efforts. **View Item**

2. **CONSENT AGENDA**

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

A. BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for Plumas Rural Services to obtain an encroachment permit for "Paint the Town Greenville, a Dixie Fire Anniversary event"; Street- Art Fair to be held on August 4th, 5th, and 6th, 2022, closing Pine Street, in Greenville to vehicle traffic for the duration of the event.

B. CLERK OF THE BOARD

Approve the following Board Minutes: May 2022 and July 2022.

C. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and RSH, Inc. dba Curran Tires, for the purchase and installation of tires for the Department of Behavioral Health vehicles; effective July 1, 2022; not to exceed \$9,999.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Sutter -Yuba Behavioral Health; to provide services to individuals experiencing acute psychiatric conditions that require rehabilitation services; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel.
- 3) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral health and Shasta County Housing and Community Action Agency Program, to participate in a collaborative web-based software program, Homeless Management Information System, HMIS, to confidentially collect, track, manage, share and coordinate client services, reduce inefficiencies and duplication of services; effective July 1, 2022; not to exceed \$15,000.00; approved as to form by County Counsel.
- 4) Authorize no contract payment of \$880.00 to Traditions Behavioral Health for mental health doctor fees for specialty services.
- 5) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Plumas Rural Services, to provide Early and Periodic Screening, Diagnostic and Treatment Specialty Mental Health Services for full scope Medi-Cal eligible Plumas County Children, ages 3-21; not to exceed \$75,000.00; approved as to form by County Counsel.

D. PROBATION

Approve and authorize the Chair to sign and ratify Agreement between Plumas County Probation Department and Redwood Toxicology Laboratory, Inc., for drug and alcohol testing services; effective July 1, 2022; not to exceed \$70,000.00; approved as to form by County Counsel.

E. PUBLIC WORKS

- 1) Approve and authorize the Chair to sign Amendment No. 2 to Agreement between Plumas County Public Works and Quincy Engineering Inc., for Final Design Phase Engineering Services for the "Blairsdan-Graeagle Bridge Replacement Project"; Amendment not to exceed \$61, 985.58; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign Amendment No. 3 to Agreement between Plumas County Public Works and Quincy Engineering Inc., for design engineering services for the "Keddie Resort Bridge Replacement Project"; Amendment not to exceed \$67,035.00; approved as to form by County Counsel.

F. PUBLIC WORKS - SOLID WASTE

Approve and authorize the Chair to sign Amendment No. 1 to Agreement between Plumas County Public Works and Vestra Resources, Inc., due to decisions made by the Central Valley Regional Water Quality Control Board for changes to sampling and reporting requirements in 2022 calendar year; not to exceed \$107,629.50; approved as to form by County Counsel.

G. **SHERIFF**

Approve and authorize the Chair to sign and ratify 5 (five) year Agreement between Plumas County Sheriff's Department and LensLock Inc., to provide body worn cameras to be used by patrol and correctional staff when appropriate; effective July 5, 2022; not to exceed \$32,142.82 per year; approved as to form by County Counsel.

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Beckwourth County Service Area Governing Board

3. **BECKWOURTH COUNTY SERVICE AREA** – John Mannle

- A. Authorize no contract payments of \$1,140.00 to Waters Vacuum Truck Service and \$2,660.00 to Plumas Sanitation Inc., and ratify all approved emergency BCSA sewer pump station repair work performed to date; discussion and possible action.

Motion: Authorize no contract payments of \$1,140.00 to Waters Vacuum Truck Service and \$2,660.00 to Plumas Sanitation Inc. and ratify all approved emergency BCSA sewer pump station repair work performed to date; **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel. Motion passed unanimously.

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

4. **DEPARTMENTAL MATTERS**

A. **BEHAVIORAL HEALTH** – Sharon Sousa

Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Maria Assunta Vicini to provide Tai Chi classes to all citizens in the Portola area; effective July 1, 2022; not to exceed \$18,000.00; approved as to form by County Counsel; discussion and possible action.

Public Comment read by Supervisor Goss: **View Item**

Motion: Deny the request to Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Maria Assunta Vicini to provide Tai Chi classes to all citizens in the Portola area; effective July 1, 2022; not to exceed \$18,000.00; **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.

Motion passed by 4/1 vote (**Summary** = Yes = 4; No = 1).

B. **FACILITY SERVICES** – JD Moore

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Digital Path Inc., for internet services at Nervino Airport (Beckwourth); not to exceed \$1,332.00 annually; discussion and possible action.

Motion: Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Digital Path Inc., for internet services at Nervino Airport (Beckwourth); not to exceed \$1,332.00 annually; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Motion passed unanimously

- 2) Authorize the Director of Facility Services & Airports to recruit and fill, funded, and allocated 0.625 FTE Airport Manager position at Nervino Airport; vacancy due to resignation, effective August 31, 2022; discussion and possible action.

Motion: Authorize the Director of Facility Services & Airports to recruit and fill, funded, and allocated 0.625 FTE Airport Manager position at Nervino Airport; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously

C. **HUMAN RESOURCES** – Nancy Selvage

Adopt **Resolution** ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of Public Works and Public Works Mid-Management and Supervisor, represented by the Operating Engineers Local #3; discussion and Possible action. **Roll call vote**

Motion: Adopt **Resolution No. 22-8719** ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of Public Works and Public Works Mid-Management and Supervisor, represented by the Operating Engineers Local #3, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

D. **LIBRARY** – Lindsay Fuchs

- 1) Report on the Stronger together: Improving Library Access Grant, and review of the Bookmobile vehicle design options and the County Librarian's recommendation; discussion, direction, and possible action.

Motion: Authorize the County Librarian to move forward with the bookmobile Sprinter design style as recommended; **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

- 2) Authorize the County Librarian to recruit and fill, funded, and allocated; 0.625 FTE Fiscal & Technical Services Assistant I/II/III Position; Vacancy due to resignation; discussion and possible action.

Motion: Authorize the County Librarian to recruit and fill, funded, and allocated; 0.625 FTE Fiscal & Technical Services Assistant I/II/III Position; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously

E. **MUSEUM** – Paul Russel

Authorize the Museum Director to recruit and fill, funded; Extra Help position to perform a variety of clerical/ reception/ office work; discussion and possible action.

Motion: Authorize the Museum Director to recruit and fill, funded; Extra Help position to perform a variety of clerical/ reception/ office work; **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Ceresola.
Motion passed unanimously

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

- 1) Authorize the Director of Public Health to recruit and fill the following five (5) Positions for the Senior Services Program:

One (1) Permanent Assistant Cook position at the Quincy site; at 0.875 FTE

One (1) Extra-Help Assistant Cook position at the Chester Site.

One (1) Extra-Help Assistant Cook position at the Portola Site.

One (1) Extra-Help Assistant Cook position at the Quincy Site.

One (1) Extra-Help Driver position at the Quincy Site.

These positions are able to be funded as allocated in the FY 22/23 Public Health budget that is scheduled to be adopted in September 2022; discussion and possible action.

Motion: Authorize the Director of Public Health to recruit and fill the following five (5) Positions for the Senior Services Program: One (1) Permanent Assistant Cook position at the Quincy site; at 0.875 FTE; One (1) Extra-Help Assistant Cook position at the Chester Site; One (1) Extra-Help Assistant Cook position at the Portola Site; One (1) Extra-Help Assistant Cook position at the Quincy Site; One (1) Extra-Help Driver position at the Quincy Site; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously

- 2) Authorize the director of Public Health to recruit and fill, funded, and allocated; (one) 1.0 FTE Management Analyst I/II position; vacancy due to retirement; discussion and possible action.

Motion: Authorize the director of Public Health to recruit and fill, funded, and allocated; (one) 1.0 FTE Management Analyst I/II position; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously

G. **SHERIFF** – Todd Johns

Adopt **Resolution** to acknowledge and accept grant funds from the California Department of Fish and Wildlife office of Spill Prevention and Response for Oil Spill response equipment; authorizing the Sheriff to execute the Grant Agreement; discussion and possible action. **Roll call vote**

Motion: Adopt **Resolution No. 22-8720** to acknowledge and accept grant funds from the California Department of Fish and Wildlife office of Spill Prevention and Response for Oil Spill response equipment; authorizing the Sheriff to execute the Grant Agreement; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

5. **BOARD OF SUPERVISORS**

- A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on August 16, 2022.

Motion: Ratify RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on August 16, 2022; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously

- B. Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on September 20, 2022.

Motion: Ratify RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on September 20, 2022; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously

- C. Appoint Gayanna Miller to the Beckwourth Fire District Board; discussion and possible action

Motion: Appoint Gayanna Miller to the Beckwourth Fire District Board; **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously

- D. Appoint Travis Goings as the Director of Risk Management & Safety; and approve and authorize the Chair to sign Employment Agreement, approved as to form by County Counsel; discussion and possible action.

Motion: Appoint Travis Goings as the Director of Risk Management & Safety; and approve and authorize the Chair to sign Employment Agreement; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously

E. **CORRESPONDENCE**

Supervisor Thrall received correspondence with a couple of constituents that took exception to the Behavioral Health agenda item 4B - service agreement for Tai Chi classes.

Supervisor Hagwood received correspondence with a property owner, regarding the mitigation of a hazardous tree; a fuel reduction project; and correspondence regarding a code enforcement issue on Cemetery Hill.

Supervisor Engel received correspondence alleging the water in Lake Almanor is being misused during a drought, correspondence with Intermountain Disposal Owner Ricky Ross regarding transfer station hours.

Supervisor Ceresola received correspondence from constituents in the Chilcote area about wells being monitored, and questions from some constituents regarding the fire department consolidation.

Supervisor Goss received correspondence regarding Behavioral Health agenda item 4B - service agreement for Tai Chi classes; correspondence throughout the community and the county regarding the upcoming anniversary/ commemorative events for this week, and the grand opening of the Greenville Pop-up Businesses; correspondence with the LA Times, and several folks about the upcoming one-year Anniversary.

F. INFORMATIONAL ANNOUNCEMENTS

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

Reported by Supervisor Thrall regarding matters related to County Government and include attending a meeting with Emergency Responders.

Reported by Supervisor Hagwood regarding matters related to County Government and include a Continuum Care meeting addressing the homelessness, and resources for unsheltered people, assisted in the Volunteer Fire Department Pancake Breakfast, and volunteered services for the Elks Lodge, attended the Employee Appreciation event, and meetings Museum Board.

Reported by Supervisor Engel regarding matters related to County Government and had no scheduled meetings last week.

Reported by Supervisor Ceresola regarding matters related to County Government and attended the Sierra Valley Ground Water Board meeting, the Special Joint Meeting with the US Forest Service Pacific Southwest Region regarding national forest management, including suppression and post fire rehabilitation and restoration, and met with the Beckwourth Fire Department.

Reported by Supervisor Goss regarding matters related to County Government and attended the "Quad County" Special Joint Meeting with Modoc, Sierra, Lassen, and Plumas Counties with the US Forest Service Pacific Southwest Region; meetings with folks with the Spot, Greenville pop up business district, attended the Fair and the Employee Appreciation Dinner.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Performance evaluation – Dana Loomis, Director of Public Health
- B. **Time Certain 1:00 pm** Public employee appointment or employment – County Administrative Officer
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code Section §54956.9 Feather River Action! et al. v. County of Plumas, et al., Plumas County Superior Court, Case No. CV 22-00037
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (2 cases)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Goss reported that there were no reportable actions taken in closed session.

ADJOURNMENT

Adjourned meeting to Tuesday, August 9, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 9, 2022

STANDING ORDERS

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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

Roll Call.

Present: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss

PLEDGE OF ALLEGIANCE

Jennifer led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

None

PUBLIC COMMENT OPPORTUNITY

Pastor George Tarleton offers a prayer.

Supervisor Goss reported that there were 32 emailed letters regarding the Tai Chi agreement decision.

Ashlee called into Zoom and made public comment regarding the Grand Jury reports that are being sent to the P.O. Box are being returned to the sender.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Planning Director Tracey Ferguson reported the onboarding of the FEMA Planner Patricia Miller-Crowley.

Director of Human Resources, Nancy Selvage reported on the appointment of Travis Goings as the Director of Risk Management & Safety, and his first week in that position.

ACTION AGENDA

1. UPDATES AND REPORTS

- A. **DISASTER RECOVERY OPERATIONS** - Pamela Courtright
Report and update Dixie Fire Recovery efforts; receive report and discussion
- B. **DIXIE FIRE COLLABORATIVE**
Report, update, and discussion on Dixie Fire Collaborative efforts
- C. **US FOREST SERVICE** – Mike Rahe
Mike Rahe emailed a Report and update - read by Supervisor Goss (update below):
Monthly Update –
 - Stage 2 fire restrictions were put in place on August 5. Under Stage II Fire Restrictions, campfires are only allowed at specifically designated campgrounds with a host and in established fire rings, as listed on Exhibit A. Smoking is only allowed within an enclosed vehicle or building, in one of the designated recreation sites listed in Exhibit A, or an area at least 3 feet in diameter that is completely clear of all flammable material. Additionally, internal combustion engines, such as vehicles and generators, may only be used on designated roads and trails. Woodcutting is still permitted, but must be in alignment with current regulations and conditions. Exhibit A is below for reference.

FOREST ORDER No. 05-11-22-02
Plumas National Forest
Fire Use Restrictions
Stage II
Exhibit A

BECKWOURTH RANGER DISTRICT	MT. HOUGH RANGER DISTRICT	FEATHER RIVER RANGER DISTRICT
Big Cove Campground	Sandy Point Boat Ramp/Day Use	Sly Creek Campground
Frenchman Campground	Boulder Creek Campground	
Gold Lake Campground	Lone Rock Campground	
Grasshopper Flat Campground	Long Point Campground	
Grizzly Campground	North Fork Campground	
Lakes Basin Campground	Spanish Campground	
Lightning Tree Campground	Sundew Campground	
Spring Creek Campground		

- Firefighters have utilized extended staffing and 24 hour staffing intermittently during critical fire conditions over the last few weeks. I expect this to continue.
- Decision signed last week. Work is schedule to start later this summer. Mohawk Valley Hazardous Fuel Reduction Project – covers 2,089 acres by west-southwest of the community of Blairsden, and on either side of State Route 89 within and adjacent to the community of Whitehawk. This project is intended to allow Plumas County Fire Safe Council to meet the goals of hazardous fuel reduction in the communities of Graeagle, Clio, Valley Ranch Estates and Smith Creek Ranch. The project is dispersed among private land parcels. Treatments will include mechanical thinning, grapple piling, chipping, and mastication.
- Agreement with Feather River Resource Conservation District just signed on 8/1/2022. Work to start in the next couple of weeks. The Mohawk Valley Wildfire Resilience Project covers 4,016 acres north and west of Blairsden, CA and on both sides of highway 70. The project is intended to allow Feather River Resource Conservation District to meet the goals of hazardous fuels reduction and forest health on Plumas National Forest lands within the wildland urban interface around the communities of Mohawk Vista, Plumas Pines, and Camp Layman. These treatments will connect to other fuels reduction treatments. Treatments will include hand thinning, hand piling, and grapple piling.
- Road Hazard Tree Project coving roads and a selection of recreation sites impacted by Beckwourth, Dixie and North Complex Fires covering 1,523 acres and 31.4 miles of road on the Plumas National Forest. Most of the miles of road, 29.5 miles, is on the Beckwourth Ranger District. USFS is in the presoliciting phase of contracting for service work. Pre-implementation monitoring is occurring this week.
- Gold Lake Boat Dock is out and available to be use by the public as of 7/22/2022.

2. **CONSENT AGENDA**

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

A. **AUDITOR/ CONTROLLER**

Approve and authorize the Chair to sign and ratify Agreement between Plumas County Auditor/ Controller and Smith & Newell CPAs for audit of the fiscal year ending June 30, 2022; effective June 1, 2022; not to exceed \$65,671.00; approved as to form by County Counsel.

B. **COUNTY COUNSEL**

Approve and authorize the Chair to sign and ratify Agreement between the County of Plumas and Stacey Montgomery as the Public Defender permanent replacement of Jacob Zamora; effective August 1, 2022; approved as to form by County Counsel.

C. **PLANNING**

Approve and authorize staff to refund applicant, Michael and Michelle Pool a portion of the fees for application to add the F (Farm Animal Combining Zone) to property at 113 Round Valley Road, Greenville; APN 110-220-022; due to the withdrawal of application (ZC 9-21/22-01); refund amount \$315.00.

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Beckwourth County Service Area Governing Board

3. **BECKWOURTH COUNTY SERVICE AREA** – John Mannle

- A. Authorize no contract payment of \$1,501.92 to Jet Plumbing and ratify all a BCSA sewer pump station repair work performed to date; discussion and possible action.

Motion: Authorize no contract payment of \$1,501.92 to Jet Plumbing and ratify all a BCSA sewer pump station repair work performed to date; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

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

4. **DEPARTMENTAL MATTERS**

A. **CODE ENFORCEMENT** – Jennifer Langston

Adopt **RESOLUTION** authorizing the extension of the Abandoned Vehicle Abatement (AVA) Program until September 2032; approved as to form by County Counsel; discussion and possible action.
Roll call vote

Motion: Adopt **RESOLUTION No. 22-8721** authorizing the extension of the Abandoned Vehicle Abatement (AVA) Program until September 2032, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

B. **HUMAN RESOURCES** – Nancy Selvage

- 1) Adopt **RESOLUTION** updating Child Support Services Department Job Classifications and base wage; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8722** updating Child Support Services Department Job Classifications and base wage, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

- 2) Recruiting Incentives; options for filling the position of Assistant District Attorney or Deputy District Attorney I/II/III; discussion and possible direction.

- Direction to Human Resource staff to explore relocation reimbursement and other incentives as presented and bring the matter back to the Board for action.

C. **PLANNING** – Tracey Ferguson

Approve and authorize the Chair to sign Plumas County Scoping Comment Letter to Lassen National Forest, Almanor Ranger District Recreation – Dixie Fire Project; discussion and possible action.

Motion: Approve and authorize the Chair to sign Plumas County Scoping Comment Letter to Lassen National Forest, Almanor Ranger District Recreation; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously

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

Authorize the Director of Public Health to recruit and fill, funded, and allocated; (one) 1.0 FTE Assistant Director of Public Health; vacancy due to resignation; discussion and possible action.

Motion: Authorize the Director of Public Health to recruit and fill, funded, and allocated; (one) 1.0 FTE Assistant Director of Public Health; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously

E. **FACILITIES & AIRPORT SERVICES**

Presentation – Transfer of instrument Flight Procedures Agreement by Donald Bobo

5. **BOARD OF SUPERVISORS**

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

PUBLIC HEARING: conduct public hearing, and finalize approval of the following projects, tentatively approved by the Board on June 14, 2022; for 2021-2022 Secure Rural Schools Title III funding: discussion and possible action. **Roll call vote**

- 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)

Motion: Approve the following projects tentatively approved by the Board on June 14, 2022 for the 2021-2022 Secure Rural Schools Title III funding; project #1 - Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project (\$116,686.24), project #2 - Plumas Co. Sheriff's Office Search and Rescue Reimbursement/ Replacement Project (\$80,000.00), and project #3 - Plumas Co. Sheriff's Office Microwave Radio Replacement Project (\$20,000); **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

B. CORRESPONDENCE

Supervisor Thrall received emailed correspondence regarding the opposition for the decision made by the Board of Supervisors regarding the Behavioral Health, Tai Chi agreement.

Supervisor Hagwood received correspondence regarding the lack of trash service for Greenville Customers; correspondence regarding road maintenance at Bucks Lake; emailed letters of opposition for the decision made by the Board of Supervisors regarding the Behavioral Health, Tai Chi agreement

Supervisor Engel received correspondence inviting him to Community Conversations Meeting; and regarding the emailed letters in opposition of the decision made by the Board of Supervisors regarding the Behavioral Health, Tai Chi agreement.

Supervisor Ceresola received correspondence regarding the Forest Service and fire concerns; regarding domestic wells being metered, and the emailed letters of opposition for the decision made by the Board of Supervisors regarding the Behavioral Health, Tai Chi agreement

Supervisor Goss received correspondence regarding the lack of trash service for Greenville Customers; correspondence regarding the scheduled of one-year commemorative events; emailed letters of opposition for the decision made by the Board of Supervisors regarding the Behavioral Health, Tai Chi agreement.

C. INFORMATIONAL ANNOUNCEMENTS

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

Reported by Supervisor Thrall regarding matters related to County Government an include Local meetings with people regarding projects around the Almanor Basin, and the LAFCo meeting.

Reported by Supervisor Hagwood regarding matters related to County Government an include Participated in the Dixie Fire Memorial Caravan, Beldon and Keddie memorial events, and the LAFCo meeting.

Reported by Supervisor Engel regarding matters related to County Government and had no additional items to report.

Reported by Supervisor Ceresola regarding matters related to County Government and had no additional items to report.

Reported by Supervisor Goss regarding matters related to County Government an include a conversation with Planning Director Tracey Ferguson regarding LADA application; also attended the LAFCo meeting and had a conversation regarding Broadband with Clint Koble.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public employee appointment or employment – County Administrative Officer

- B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- E. Conference with Legal Counsel: Pending litigation pursuant to Subdivision (d) (2) of Government Code §54956.9 (County of Butte and County of Plumas v. Department of Water Resources and State Water Contractors, Inc., Court of Appeal, Third Appellate District, Case No. C071785)
- F. 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 Nos. C078249, C080572 and C086215
- G. Conference with Legal Counsel: Claim against the County filed by Cheyanna Haley on July 11, 2022.
- H. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- I. 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)

- J. Supervisor Goss reported that the Board denied closed session item 6.G. Claim against the County filed by Cheyanna Haley on July 11, 2022; and no other reportable action was taken in closed session.

ADJOURNMENT

Adjourned meeting to Tuesday, August 16, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 16, 2022

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 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**

Roll Call.

Present: Supervisor Ceresola, Supervisor Engel, Supervisor Hagwood, Supervisor Thrall, Supervisor Goss

PLEDGE OF ALLEGIANCE

Susan led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Hagwood requested that Item 2D2 be removed from the consent agenda to be brought back at a later date.

PUBLIC COMMENT OPPORTUNITY

Pastor George Tarleton offers a prayer.

Supervisor Goss reported that there were an additional 3 emailed letters in support of the Tai Chi services in Portola, and that this matter would be brought back before the Board in the near future.

Joe Hoffman with USDA Forest Service, Mt. Huff Ranger District updated the Board on current and upcoming projects, and current vacancies within the Forest Service's local office.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Interim Behavioral Health Director, Sharon Sousa gave a brief report regarding Therapist staffing and recruitment in her department.

Facility Services Director, JD Moore reported on issues at Ganser Airport.

ACTION AGENDA

1. **UPDATES AND REPORTS**

A. **DISASTER RECOVERY OPERATIONS** – Tracey Ferguson

Information regarding the FEMA Direct Housing Sales and Donations program; discussion and possible direction to staff. **View Item**

- Direction to Planning Department staff to prepare a letter of intent to FEMA, requesting a sales and donations program by the County, for the Board Chairman to sign for submittal. (FEMA Packet and information and back up attached.)

B. **DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on DFC recovery efforts.

- The Grand opening of the Pop-up Business District on Friday, August 19, 2022

2. **CONSENT AGENDA**

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

Motion: Approve the following consent matters, as amended; removing Item 2D2 from the consent agenda, to be brought back to the Board at a later date; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

A. **BEHAVIORAL HEALTH**

Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Plumas Rural Services for Girl's Rite Youth Prevention Program Services; effective July 1, 2022; not to exceed \$19,058.00; approved as to form by County Counsel.

B. **FACILITY SERVICES**

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services and Smith Tree Services for tree maintenance services on various county properties; not to exceed \$10,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Silver State Elevator Company for elevator maintenance and repair; not to exceed \$27,000.00; approved as to form by County Counsel.

C. **HUMAN RESOURCES**

Adopt **RESOLUTION No. 22-8723** to approve Plumas County pay schedule to reflect the new base wages and to meet the CalPERS CCR 370.5 Statutory and Regulatory requirements for Publicly available pay Schedule.

D. **PROBATION**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between the Plumas County Department of Probation and Plumas Rural Services for the Mindful Nurturing Parent and Teen Relationship classes; effective July 1, 2022; not to exceed \$8,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Department of Probation and Environmental Alternatives, to provide housing and services to qualified probationers with SB6878, AB109, and pretrial; not to exceed \$126,000.00; approved as to form by County Counsel.
 - **Item 2D2 be removed from the consent agenda to be brought back at a later date.**
- 3) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Probation and Plumas Rural Services for the Batterer's Treatment Program; effective July 1, 2022; not to exceed \$22,400.00; approved as to form by County Counsel.

E. **PUBLIC HEALTH**

Approve and authorize the Chair to sign an Agreement between Plumas County Public Health and Colleen Bridger Consulting, LLC to provide continuing professional education Public Health Training; not to exceed \$17,000.00; approved as to form by County Counsel.

F. **PUBLIC WORKS**

Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and iWorQ Systems for additional software module for permit management to assist with issuance of Encroachment Permits; initial setup fee not to exceed \$8,000.00, with an annual subscription fee not to exceed \$5,000.00; approved as to form by County Counsel.

G. **SHERIFF**

Approve and authorize the Chair to sign an Agreement between the Plumas County Sheriff's Department and Brian T. Phillips dba Lake Almanor Towing to provide services to the Sheriff's vehicle towing and recovery; not to exceed \$20,000.00; approved as to form by County Counsel.

H. **SOCIAL SERVICES**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center for the Housing and Disability Advocacy Program; effective July 1, 2022; not to exceed \$250,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify an Agreement between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center for the Home Safe Program; effective July 1, 2022; not to exceed \$250,000.00; approved as to form by County Counsel.

3. **DEPARTMENTAL MATTERS**

A. **COUNTY COUNSEL** – Gretchen Stuhr

Adopt **RESOLUTION** suspending the participation of the Plumas-Sierra Department of Agriculture in the Integrated Wildlife Damage Management Program, pending completion of Environmental review under the California Environmental Quality Act; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8724** suspending the participation of the Plumas-Sierra Department of Agriculture in the Integrated Wildlife Damage Management Program, pending completion of Environmental review under the California Environmental Quality Act, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

B. **HUMAN RESOURCES** – Nancy Selvage

Adopt **RESOLUTION** to amend Victim Witness Advocate, and Victim Witness Coordinator revised job descriptions for the transfer from the Sheriff's Office to the District Attorney's Office; effective January 1, 2023: discussion and possible action. **Roll call vote**

- **Supervisor Hagwood requested that Item 3B and Item 3D1 be addressed concurrently.**
- **Following a brief discussion Item 3B and Item 3D1 have both been tabled, to be continued at the next regularly scheduled Board of Supervisors meeting on 09/06/2022.**

C. **PUBLIC WORKS** – John Mannle

Authorize the Public Works/ Road Department to recruit and fill, funded, and allocated; (one) 1.0 FTE Public Works Maintenance Worker II position in the Beckwourth Maintenance District; discussion and possible action.

Motion: Authorize the Public Works/ Road Department to recruit and fill, funded, and allocated; (one) 1.0 FTE Public Works Maintenance Worker II position in the Beckwourth Maintenance District, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Engel.

Vote: Motion passed unanimously (**summary:** Yes = 5).

D. **SHERIFF** – Todd Johns

- 1) Adopt **RESOLUTION** approving the transfer of the Victim Witness Program and Certificate Compliance from the Sheriff's Office to the District Attorney's Office; Authorize the District Attorney's Office to administer the grants provided by Cal-OES, sign and approve any grant award agreements with Cal-OES, including extensions and/ or amendments; effective January 1, 2023; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- **Following a brief discussion Item 3B and Item 3D1 have been tabled, to be continued at the next regularly scheduled Board of Supervisors meeting on 09/06/2022.**
- 2) Adopt and ratify **RESOLUTION** authorizing the Plumas County Sheriff to (1) Contract with the Bureau of Justice Assistance under Agreement No. 29338479, (2) execute Small Rural and Tribal Body-worn Camera Policy and implementation program and agreements, and (3) amend agreements as required; effective January 1, 2022; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8725** authorizing the Plumas County Sheriff to (1) Contract with the Bureau of Justice Assistance under Agreement No. 29338479, (2) execute Small Rural and Tribal Body-worn Camera Policy and implementation program and agreements, and (3) amend agreements as required; effective January 1, 2022, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

- 3) Approve and authorize fixed asset purchase of a new engine, labor and expenses related to installation; to repower a law enforcement patrol boat, using state grant funds; to be included in FY 22/23 budget prior to adoption, from department 70350; not to exceed \$28,000.00; discussion and possible action. **Roll call vote**

Motion: Approve and authorize fixed asset purchase of a new engine, labor and expenses related to installation; to repower a law enforcement patrol boat, using state grant funds; to be included in FY 22/23 budget prior to adoption, from department 70350; not to exceed \$28,000.00, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5; No = 0).

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

E. **PLANNING** - Tracey Ferguson

- 1) Adopt **RESOLUTION** authorizing the 2021 Urban and Multi-benefit Drought Relief Grant Program application, acceptance, and execution for the Sierraville Public Utilities District Booster Station Replacement Project; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8726** authorizing the 2021 Urban and Multi-benefit Drought Relief Grant Program application, acceptance, and execution for the Sierraville Public Utilities District Booster Station Replacement Project, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

- 2) Adopt **RESOLUTION** authorizing the Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant application, acceptance, and execution for the Indian Valley Community Service District North Main Extension Water Use Efficiency and Reliability Project; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 22-8727** authorizing the Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant application, acceptance, and execution for the Indian Valley Community Service District North Main Extension Water Use Efficiency and Reliability Project, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

- 3) **PUBLIC HEARING:** 10am time certain.

Adopt **RESOLUTION** approving the submission of two CDBG applications for funding activities “Greenville Economic Development” and “Countywide Disaster Recovery Planning” and the execution of a grant agreement and any amendments thereto from the 2021-2022 Funding Year of the State CDBG Program. Discussion and possible action. **Roll call vote**

- 1) **Planning Director Ferguson delivered the staff report including public notice contents and background regarding the Community Development Block Grant (CDBG) Planning and Economic Development Application submissions.**

- 2) **Chairman Goss opened the Public Hearing to public comment. No comments were received.**

- **Hearing none, the Chairman closed the public hearing and brought the matter back to the Board for discussion.**
- **Following a Board of Supervisors discussion, Supervisor Ceresola made the following motion:**

Motion: Adopt **RESOLUTION No. 22-8728** approving the submission of two CDBG applications for funding activities “Greenville Economic Development” and “Countywide Disaster Recovery Planning” and the execution of a grant agreement and any amendments thereto from the 2021-2022 Funding Year of the State CDBG Program, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Hagwood.

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

Yes: Supervisor Ceresola, Supervisor Thrall, Supervisor Hagwood, Supervisor Engel, Supervisor Goss.

- 4) Chester Town Plaza Proposed Public/Private Partnership Presentation by Susan Bryner, representing The Almanor Foundation and Lake Almanor Area Chamber of Commerce.

- Discussion; Board of Supervisors interest in Chester Town Plaza Concept and Public/Private Partnership with The Almanor Foundation and Lake Almanor Area Chamber of Commerce; and direct County Counsel, Facility Service staff, and Planning Department staff to negotiate with The Almanor Foundation and the Lake Almanor Area Chamber of Commerce, as parties to a Public/Private Partnership Agreement
- Appoint one or two Board of Supervisor members to be involved in the negotiations; discussion, direction, and possible action.
- **Following discussion, the Board gave direction to County Counsel, Facility Services staff, and Planning Department staff to negotiate with The Almanor Foundation and the Lake Almanor Area Chamber of Commerce, as parties to a Public/Private Partnership Agreement**

Motion: Appoint Supervisor Thrall, and Supervisor Goss as members of the Board to be involved in the negotiations representing the Interests of Plumas County in Chester Town Plaza Concept and Public/Private Partnership with the Lake Almanor Foundation and Lake Almanor area Chamber of Commerce.

Action: Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.

Vote: Motion passed unanimously (**summary:** Yes = 5).

5) California Public Utility Commission (CPUC) Local Agency Technical Assistance (LATA) grant funding opportunity for broadband pre-development costs in cooperation with Golden State Connect Authority (GSCA). Informational update and discussion only

- **Planning Director delivered a staff report regarding the California Public Utility Commission (CPUC) Local Agency Technical Assistance (LATA) grant funding opportunity for broadband pre-development costs in cooperation with Golden State Connect Authority (GSCA).**
- **Board discussion followed**
- **Recommendation for Board direction to staff in cooperation with Golden State Connect Authority to submit application for LATA funding opportunity through the Chairman of the Board as the authorized agent, received Board consent.**

4. **BOARD OF SUPERVISORS**

A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on September 13, 2022.

Motion: Ratify RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; approve recommendation to continue the emergency and bring back within 30 days, on September 13, 2022, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.

Vote: Motion passed unanimously (**summary:** Yes = 5).

B. **APPOINTMENTS**

1) Appoint Director and Alternate to the PRISM (CSAC-EIA) Board of Directors; discussion and possible action.

Motion: Appoint Travis Goins as Director, and Nancy Selvage as Alternate to the PRISM (CSAC-EIA) Board of Directors, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Vote: Motion passed unanimously (**summary:** Yes = 5).

2) Appoint Nikki Hammerich to the Indian Valley Community Service District; discussion and possible action.

- **Item was tabled, to be revised – reflecting the appointment is for Indian Valley Park and Recreation District. Returning to the Board for action on September 9th, 2022**

C. **CORRESPONDENCE**

Supervisor Hagwood received correspondence regarding the support of the Tai Chi program in Portola; the Bucks Lake waste disposal; correspondence regarding Rural REC Economic Development opportunities; and conversations regarding the Lowry House.

Supervisor Thrall received correspondence that could have impact on Project 2105; and correspondence regarding the eyebeams located on County Property (on Airport Road).

Supervisor Engel received correspondence regarding speeding in Johnsville; correspondence supporting the Tai Chi program; and correspondence with Congressman Doug LaMalfa's office regarding cows outside of their fence lines.

Supervisor Ceresola received routine correspondence.

D. INFORMATIONAL ANNOUNCEMENTS

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

Reported by Supervisor Hagwood regarding matters related to County Government and include attending the Community Development Commission meeting, and the Transportation Commission meeting.

Reported by Supervisor Thrall regarding matters related to County Government and include attending the Community Development Commission meeting, and the Transportation Commission meeting.

Reported by Supervisor Engel regarding matters related to County Government and include the Transportation Commission meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and include Sierra Valley Groundwater meeting, and discussion with the Chilcoat Fire Department.

Reported by Supervisor Goss regarding matters related to County Government and include a meeting and a local visit with Patrick Blacklock, president of RCRC.

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation; Dana Loomis, Director of Public Health
- B. Conference with Legal Counsel: Claim against the County filed by Kelly Riehm on August 2, 2022
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chairman Goss reported action taken in closed session; Item 5B Claim against the County filed by Kelly Riehm on August 2, 2022, was denied.

Item 5C was not discussed.

There was no additional reportable action taken in the closed session.

ADJOURNMENT

Adjourned meeting to Tuesday, September 6, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



Growing Healthy Communities

Date: August 16, 2022

RE: COVID-19 Update

California situation

Incidence rates have begun to drop statewide. Incidence rate (IR) 30.6 per 100,000 (about 12,265/day), death rate 0.1 per 100,000 (about 34/day), test positivity (TP) 12.9%. Vaccination: 79.9%, down due to the addition of age 5 and below population. Incidence rate ratio (RR) 6.9 for confirmed Covid, 11.7 for hospitalization & 11.2 for death comparing unvaccinated to vaccinated + boosted.

Local situation

Cases: Incidence of confirmed COVID cases is lower than previous weeks. IR 14.29 per 100,000, calculated locally. Test positivity as reported by CDPH on 8/15 was 15%. COVID incidence in Plumas County is lower than the state average. The level of COVID in Plumas County is "Low" (Green) according to CDC's new community indicators. Note, however, that reported case numbers may be underestimated due to the increased use of home antigen testing.

Vaccination: No major changes to the vaccinated rates. Booster doses continue to be administered, but uptake has slowed in recent weeks.

Other clusters & outbreaks: There are no current outbreaks.

Additional reports.

No additional updates.



530-283-6330 OFFICE
530-283-6110 FAX



270 County Hospital Rd, Suite 111
Quincy, California 95971



<http://countyofplumas.com/publichealth>
COVID19@countyofplumas.com

FEMA INDIVIDUAL ASSISTANCE (IA) TRAILERS

Sales and Donations Program

SALES:

The State would have to request the Sales and Donation Program on behalf of the County. Please see attached letter template for a general structure of the request. Additionally, please work with the County and incorporate the below factors into the letter:

- Rental resources are not expected to support those currently residing in FEMA-provided TTHUs within the period of assistance.
- **Applicants' completion of repair or replacement of their disaster-damaged residences will not be possible within the period of assistance.**
- Disposing of TTHUs is not expected to adversely affect local rental housing and manufactured housing markets.

As a means of final disposal of FEMA TTHU, FEMA may sell the units directly to occupants. The occupant must meet the below criteria to be eligible:

- Lack permanent housing and unable to fulfill a permanent housing plan within the period of assistance (end date of February 2023);
- Demonstrate the ability to pay for the TTHU (e.g., proof of income, insurance payout, savings, external assistance from non-FEMA sources) and complete the purchase within the required timeframe (typically 30 days after final sales offer);
- Be compliance with all conditions and rules of the revocable license (no violations);
- Throughout the recertification process, provided FEMA with evidence documenting their efforts to achieve a permanent housing plan;
- Throughout the recertification process, must not have refused adequate, alternative housing as it has become available;
- Respond to the FEMA notice expressing interest in purchasing the TTHU;
- Demonstrate that they have obtained all required permits/inspections required by local law and regulations.

Please note that initiating the sales process does not relieve FEMA of its responsibility to continue providing temporary housing assistance to eligible occupants who choose not to purchase the TTHU during the period of assistance. **Occupant's eligibility for continued housing assistance is not affected by the occupant's decision not to purchase the TTHU.** FEMA uses a Sales Calculation Workbook to ensure that the TTHU sale prices is fair and equitable, adjusting for the fair market value of the unit.

Once the sale is complete, the occupant is responsible for all other financial costs (potential movement of TTHU, maintenance, required permitting, etc.).

Besides the request letter, most of the work (paperwork and documents such as sending out notice of interest letters, completing purchasing, title transfer, etc.) is done by FEMA.

DONATIONS:

The State would first need to submit an official sales and donation request to the FEMA Region 9 Administrator. Cal OES would need a lot of data input and details on how from the local government to put in the request.

The extra layer in this is that there are still survivors occupying the units. FEMA will only consider donations after all sales to occupants have been completed. To stress, FEMA will only donate FEMA MHUs/TTs as a last resort if the occupant is unable to achieve permanent housing through no fault of their own.

Excess units that have not been sold to eligible Direct Housing survivors – but are still occupied – may be donated to eligible entities in the following order of priority: (1) State, federally recognized tribal governments, and local governments; and (2) voluntary organizations that meet certain requirements. FEMA will then send out a *Letter of Interest Regarding Donation of Occupied FEMA Transportable Temporary Housing Units*. As a condition, in return for the donation of the units to the entity, the entity would have to commit to providing a period of ongoing assistance to the occupants who have a continued need and who are unable to complete their permanent housing plan prior to the end of the period of assistance (or one year, whichever is longer). This would mean that they would be fully financially responsible for all the units until the occupants leave the unit and would be responsible for any costs associated with relocating the units. The entity must return the letter of interest to FEMA by the date indicated on the letter, generally within 30 calendar days. Returning the letter of interest to FEMA does not create an obligation for the entity or organization to receive the FEMA units. FEMA will then host meetings, along with Cal OES IA, with the entity to ensure that the entity understands all of the terms and conditions of the donated units. FEMA will share general information regarding the location, type, size and number of occupants for each unit. The entity will have to provide information regarding potential need for relocation and installation of the unit.

Non-exhaustive list of requirements include agreeing to:

- House FEMA occupants for the remainder of the FEMA period of assistance.
- Assume, upon the effective date of the Donation Agreement for occupied FEMA units, full financial responsibility for each unit, including additional hauling, installing, maintenance, permitting, utilities, pad fees, and all costs associated with eventual disposition.
- Purchase and maintain hazard and flood insurance for each unit, whether or not the unit is in an SFHA.
- Comply with non-discrimination requirements of the Stafford Act 42 USC Section 5151.
- **Identifying support services that would aid in occupant's recovery.**
- Draft a proposed budget based on maximum stated capacity demonstrating full financial ability for the costs associated the potentially donated units, including administrative overhead, unit maintenance, and eventual disposition of the unit.

When FEMA receives more than one letter of interest, additional weight for selection is given to the following:

- Entities not charging a fee after the end of the 18-month period of assistance.
- **Entities providing supplemental services that will benefit an occupant's recovery.**
- Entities that have a demonstrated history and capability of assisting disaster survivors.

FEMA will be communication with occupants of the FEMA throughout the process. The donation of the FEMA unit is contingent upon the following:

- The occupant signing an agreement to accept the entity's terms and conditions.
- FEMA reviewing and signing the Donation Agreement.

Receipt of the Final Notice of Transfer that includes a transfer date.

[State/Territory/Tribe Letterhead Seal]

[DATE]

[FCO Name]

Federal Coordinating Officer

DR-[XXXX]-[XX]

[Joint Field Office Street Address]

[Joint Field Office City, State, Zip]

Re: Request for FEMA Sales to Occupants and Donations for DR-[XXXX]-[XX]

The purpose of this memorandum is to request FEMA to dispose of occupied Transportable Temporary Housing Units (TTHUs) through sales to occupants and donations for DR-[XXXX]-[XX]. The [State/Territory/Tribal Government] of [Insert State/Territory/Tribe name] has worked closely with our local, state, federal, and voluntary agency partners to assist DR-[XXXX]-[XX] occupants transition towards more permanent housing. [Insert brief summary of actions taken by federal, state, and voluntary agency partners]

Within the period of assistance, rental resources are not expected to become available to support those currently residing in TTHUs and some occupants will not be able to complete repairs to their disaster-damaged residences through no fault of their own. [Insert information of the shortfalls (estimated number of applicants, shortage of contractors for repairs, etc.) that will demonstrate the need for the sales and donations of TTHU.]

Disposing of TTHUs is not expected to adversely affect the local rental housing, [manufactured housing, and/or recreational vehicle] markets. [Insert supporting details or research results.]

Thank you for consideration of this request.

Sincerely,

[State/Territory/Tribe Official Name]

[State/Territory/Tribe Official Title]

[State/Territory/Tribe Official Office]

[State/Territory/Tribe Official Office Address]

[State/Territory/Tribe Official City, State, Zip]

[State/Territory/Tribe Official Contact Information]

FEMA Sales to Occupants and Donations

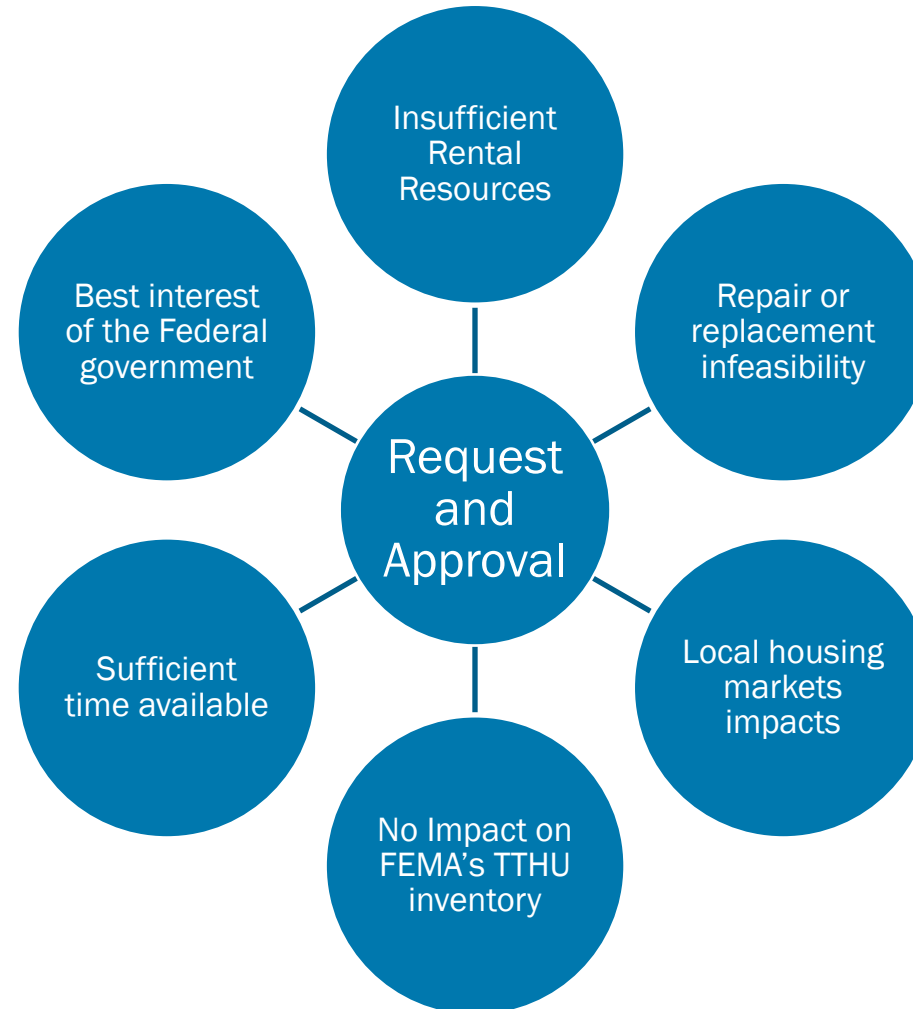
July 25, 2022

Cal OES/Plumas County



FEMA

Identification of Need



FEMA

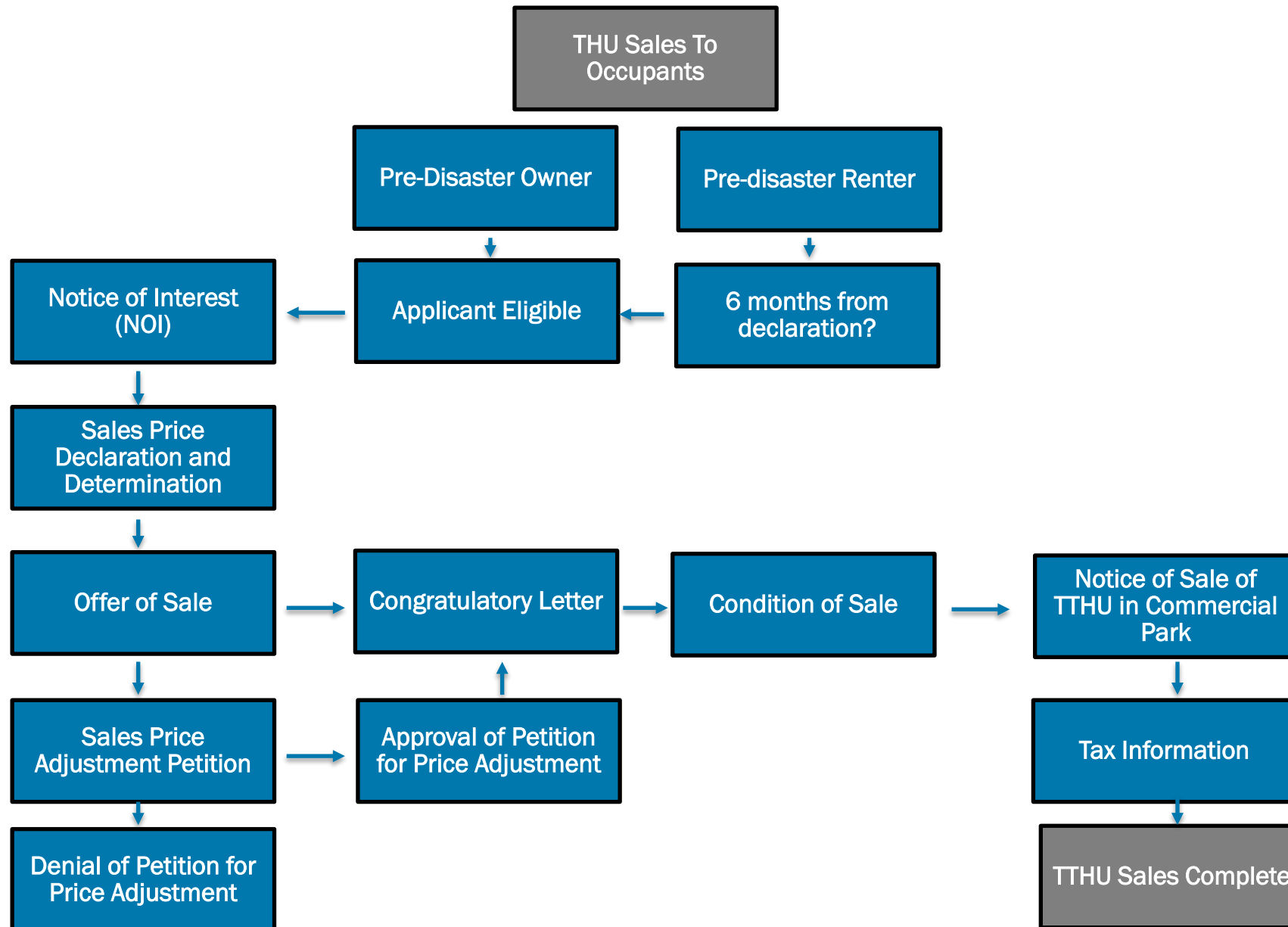
Request and Approval

- FEMA may dispose of occupied TTHUs by sale or donation in response to a written request from the STT government.
- Once approved, FEMA may sell occupied TTHUs to pre-disaster homeowners immediately following the implementation of Direct Temporary Housing Assistance.
- FEMA will only consider donation after all TTHU sales to occupants have been completed.



An aerial photograph of a coastal town, likely in New England, featuring a harbor filled with numerous sailboats and a dense forest of green trees surrounding the built-up area. The image is overlaid with a semi-transparent blue filter. The text "Sales to Occupants" is prominently displayed in white on the left side of the image.

Sales to Occupants



FEMA

Determining Eligibility

Eligible occupants must:

- ❑ Be in compliance with the Revocable License or Temporary Housing Agreement;
- ❑ Lack permanent housing and unable to fulfill a Permanent Housing Plan (PHP) within the period of assistance through no fault of the occupant with evidence documenting their efforts;
- ❑ Have not refused adequate, alternate housing as it becomes available;
- ❑ Responded to the FEMA Sales Notice expressing interest in purchasing the Transportable Temporary Housing Unit (TTHU) they are currently occupying;
- ❑ Demonstrate the household's financial ability to complete the purchase within the time frame required; and
- ❑ Demonstrate they have obtained all required permits, if applicable, or inspections required by the SLTT government for the sale and location of a TTHU.



FEMA

Determining Eligibility Continued

- **For Recreational Vehicle (RV) sales:**
 - Occupy an RV not located within a SFHA;
 - Not intend to use an RV as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use;
- **For pre-disaster homeowners:**
 - Pre-disaster dwelling has not been, or will not be, repaired or replaced within the period of assistance.
- **For pre-disaster renters:**
 - Eligible for sales only if more than 6 months have passed since the disaster was declared.

Determining the Price of the Unit

- **MHU:** FEMA will offer to sell the MHU to the primary occupant at the Adjusted Fair Market Value (AFMV), which is the fair market value minus a standard deduction of FEMA's average deactivation cost.
- **RV:** FEMA will determine the Fair Market Value (FMV) of the RV using the National Automobile Dealers Association (NADA) pricing guide and subtract FEMA's average deactivation cost to determine the AFMV.
- FEMA may lower the sales price based upon the occupant's financial ability but will not reduce the sales price to less than 25% of the AFMV



Purchasing TTHU at a Reduced Price

- FEMA may lower the sales price based upon the occupant's financial ability but will not reduce the sales price to less than 25% of the AFMV.
- If the occupant feels they cannot afford to purchase the unit at the AFMV, the occupant may appeal FEMA's determination and petition for a reduced sales price.
- At the time FEMA calculates the reduced sales price, FEMA will consider the income and assets for all occupants over the age of 18 listed on the Temporary Housing Agreement.



Conditions of Sale

- **Conditions of Sale:**

- FEMA does not permit substitutions or exchanges of TTHUs. The primary occupant must agree to purchase the TTHU they currently occupy “as is” and “where is.”

- **Acknowledgment of Conditions of Sale document:**

- The primary occupant acknowledges all terms of the sale on the Acknowledgment of Conditions of Sale document, including:
 - Agreeing to maintain hazard and flood insurance on the unit, regardless of whether the TTHU is or will be located in an SFHA.
 - Responsibility for all maintenance and utilities associated with the TTHU after completing the sale.
 - RVs are not designated for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.



FEMA

Certificate to Obtain Title to a Vehicle SF-97

- FEMA will provide the primary occupant with an SF-97 Form, U.S. Government Certificate to Obtain Title to a Vehicle, signed by FEMA as the Transferor, upon collection of full payment and completion of the Acknowledgement of Condition of Sale.
- Payment must be made using a certified check or money order.
- After the sale is completed, the primary occupant and members of the occupant's household will no longer be eligible to receive FEMA Direct Temporary Housing Assistance for that disaster declaration.

The United States Government
Certificate to Obtain Title to a Vehicle
(Must Be Machine Prepared. See Instructions on reverse.) ☐ Duplicate If Checked

The undersigned Department or Agency of the United States Government certifies that the vehicle described herein, the property of the United States Government, has been transferred this _____ day of _____ 20____ to the Transferee designated herein; and that this is the first transfer of such vehicle in ordinary trade and commerce subsequent to acquisition thereof by the United States Government.

Vehicle Identification No.		Certificate No.	
Year	Make of Vehicle	Series or Model	Body Style
Fuel	No. of Cylinders	Weight (Shipping)	GVWR
Purchase Price			
Transferor (Accountable officer, title, department or agency, address and address, ZIP Code)		Transferee (Name of dealer, individual, etc. and address including ZIP Code)	

Odometer Disclosure Statement Date of Statement _____

Federal Law (and State law, if applicable) requires that you state the mileage upon transfer of ownership; failure to complete or providing a false statement may result in fines and/or imprisonment.

I, _____ state that _____

Transferor's Name (Seller) _____

the odometer now reads _____ miles and to the _____

Odometer Reading (No Tenths) _____

best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is not the actual mileage:

WARNING - ODOMETER DISCREPANCY.

Transferor's Signature (Seller)	Printed Name (Not Typed) and Title	Date
_____	_____	_____
Transferee's Signature (Buyer)	Printed Name (Not Typed) and Title	Date
_____	_____	_____

D073248 ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STANDARD FORM 97 (Rev. 8-88)
Prescribed by GSA FPMR (41 CFR) 101-11.602-2
Previous Edition May 1964 (GSA 7540-00-002-1024)



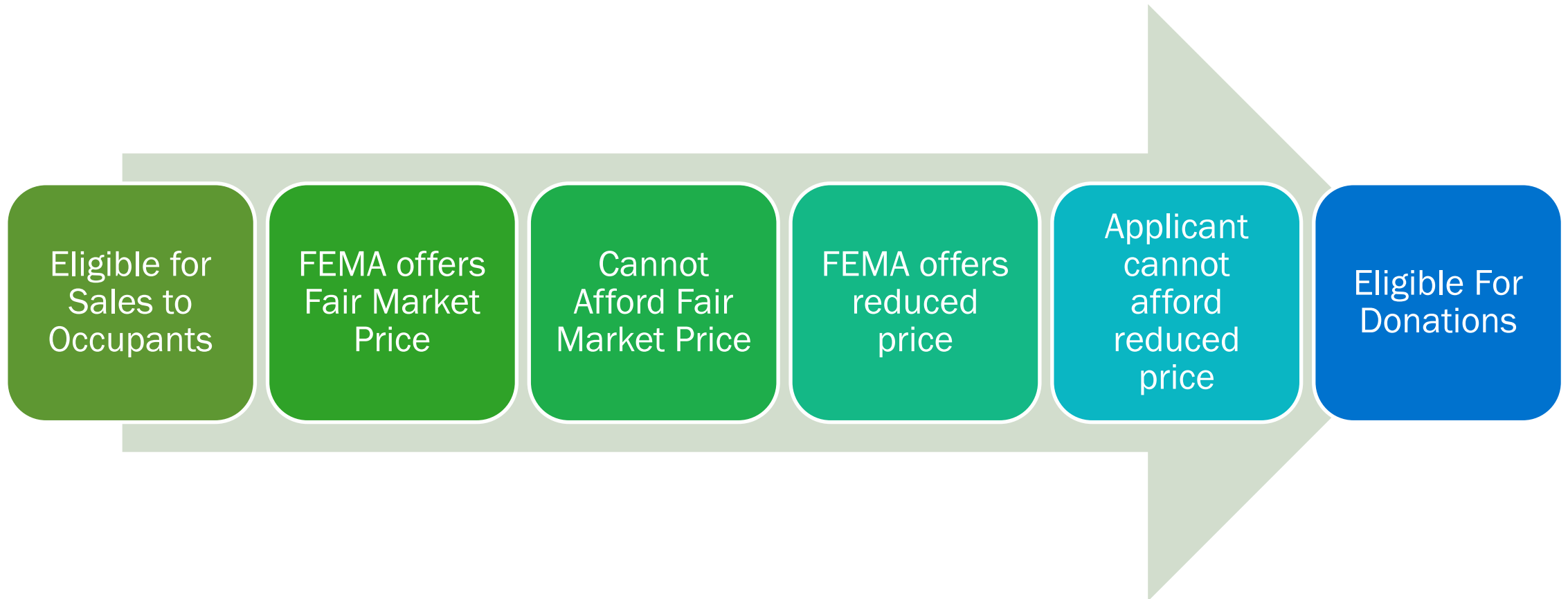
FEMA

Donations

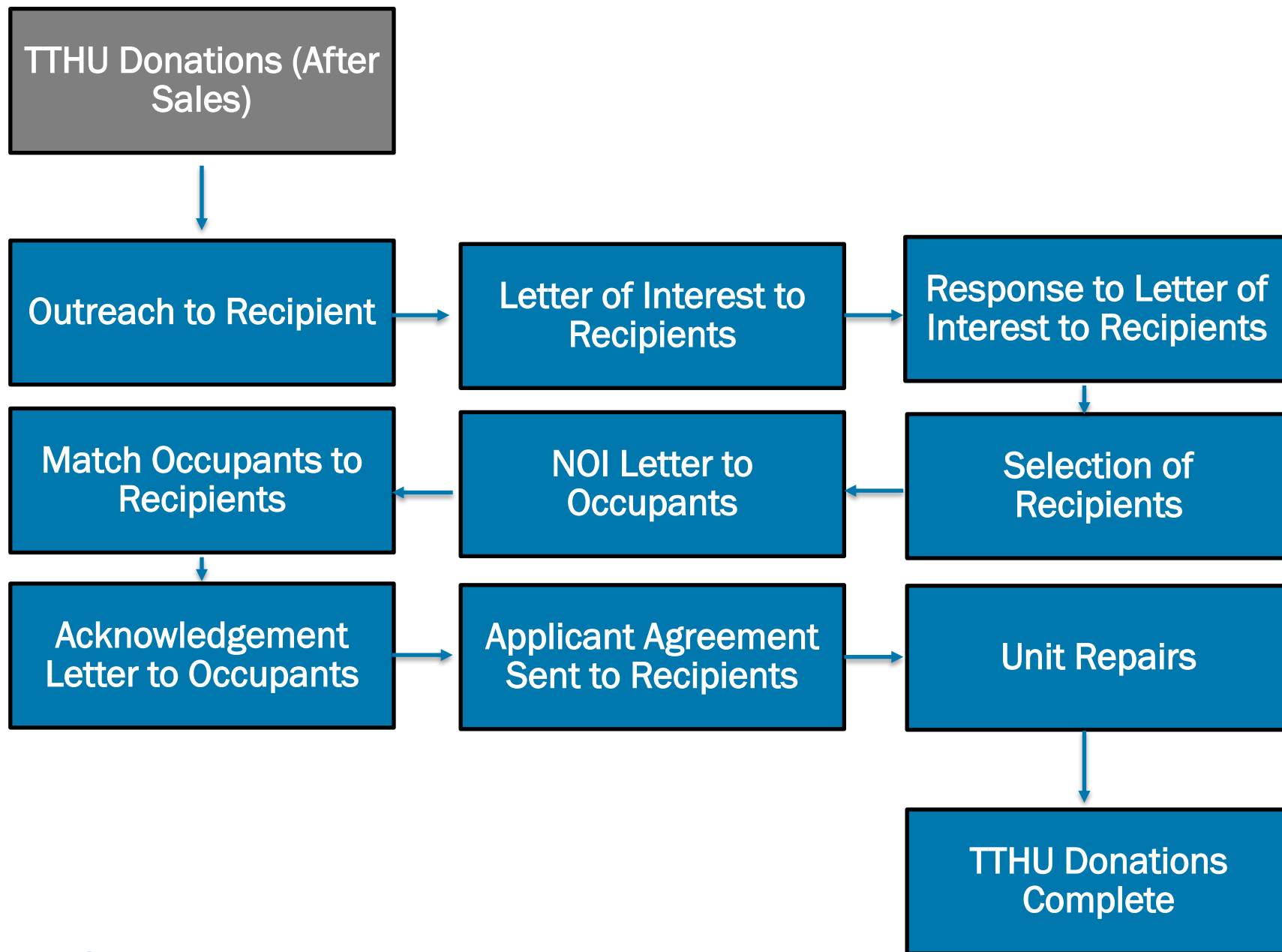


FEMA

Donations Eligibility Process Flow



FEMA



FEMA

Eligible Recipient Organizations

- FEMA may donate occupied TTHUs to SLTT governments and voluntary organizations (recipient) for the purpose of continuing to provide temporary housing to eligible occupants who do not have permanent housing and cannot afford to purchase the TTHU at the lowest price FEMA will offer.
- Priority is given to State, Territory, Tribal, or Local Government.
- Voluntary organizations will also be considered if they meet the criteria of a non-profit charitable organization, chartered or otherwise duly recognized tax-exempt.
 - Priority will be given to non-profit organizations that have existed for greater than one year and historically assisted survivors



FEMA

Donation Recipients

- Must commit to providing a period of ongoing assistance to occupants who have a continued need for assistance
- Voluntary organizations must meet the following criteria to be donation recipients:
 - Must be an IRC § 501(c)(3) non-profit charitable organization, chartered or otherwise duly recognized tax-exempt State, local, or national organization or group.
 - Have provided or may provide needed services to SLTT governments, or individuals recovering from a major disaster or emergency.
 - Must demonstrate that they have the financial and administrative capability to fulfill their responsibilities under the Donation of Temporary Housing Units Agreement and the Individual Assistance Program and Policy Guide.
 - Have been in existence for at least one year and have a history or capability of assisting disaster survivors will be given priority



FEMA

Letter of Interest to Recipient Entity or Voluntary Organizations

- FEMA and SLTTs identify and conduct outreach to SLTT governments first, then voluntary agencies interested in participating in donations through Letter of Interest to Recipient Entity or Voluntary Organizations
- Letter of Interest should be returned to FEMA by date indicated in the letter, generally within 30 days and a minimum of 90 days before EOP
 - Returning the Letter of Interest does not create an obligation
 - Organizations not previously identified can submit Letter of Interest on their letterhead



Potential Recipient Requirements

FEMA will not donate any TTHU without a TTHU Donation Agreement signed by FEMA and the recipient entity/organization will require the recipient entity/organization to:

- Use the occupied TTHU for the sole purpose of providing temporary housing to a FEMA-eligible occupant until the end of the period of assistance or for a minimum of one year, whichever is longer.
- Not impose a rent or usage fee on an eligible occupant until after FEMA's initial period of assistance has ended.
- Acknowledge in writing, acceptance of any potential expenses (e.g., permit costs, insurance) related to the donation.
- Comply with the nondiscrimination provisions of the Stafford Act
- Notify occupants that RVs are not designated for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.



Conditions of Eligibility for Occupants

Occupants may be considered for inclusion in TTHU donations when the following criteria are all met:

- The Primary Occupant does not have the financial ability to purchase a TTHU at the reduced sales price.
- The primary occupant lacks permanent housing and has not fulfilled a PHP through no fault of their own.
- The primary occupant continues to have a disaster-caused temporary housing need.
- The primary occupant indicates interest in participating in TTHU donations by replying to the Notice of Interest Letter with the required information.
 - If selected to participate in TTHU donations, the primary occupant must return the Acknowledgment Letter sent by FEMA, agreeing to be housed by the entity/organization approved to receive and manage the TTHU.



FEMA

TTHU Requirements

- TTHUs located in a floodway or coastal high hazard area cannot be donated
- MHUs within a SFHA must be elevated to at least the 100-year flood level
- RVs installed and occupied in an SFHA may not be donated
- EHP compliance must be met prior to donation

Certificate to Obtain Title to a Vehicle SF-97

- Transfer of ownership is complete once the SF-97 Form, U.S. Government Certificate to Obtain Title to a Vehicle, is sent to the entity/organization.
- Upon approval, FEMA sends a Final Notification letter to participating occupants, stating that FEMA has approved the donation and giving the date of transfer of responsibility for providing temporary housing to the occupant.

The United States Government
Certificate to Obtain Title to a Vehicle
(Must Be Machine Prepared. See Instructions on reverse.) ☐ Duplicate If Checked

The undersigned Department or Agency of the United States Government certifies that the vehicle described herein, the property of the United States Government, has been transferred this _____ day of _____ 20____ to the Transferee designated herein; and that this is the first transfer of such vehicle in ordinary trade and commerce subsequent to acquisition thereof by the United States Government.

Vehicle Identification No.		Certificate No.	
Year	Make of Vehicle	Series or Model	Body Style
Fuel	No. of Cylinders	Weight (Shipping)	GVWR
Purchase Price			
Transferor (Accompanying office, i.e., department or agency, full name and address, ZIP Code)		Transferee (Name of dealer, individual, etc., and address including ZIP Code)	

Odometer Disclosure Statement Date of Statement _____

Federal Law (and State law, if applicable) requires that you state the mileage upon transfer of ownership; failure to complete or providing a false statement may result in fines and/or imprisonment.

I, _____ state that _____

Transferor's Name (Seller) _____

the odometer now reads _____ miles and to the _____

Odometer Reading (No Tenths) _____

best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is not the actual mileage:

WARNING - ODOMETER DISCREPANCY.

Transferor's Signature (Seller)	Printed Name (Not Typed) and Title	Date
_____	_____	_____
Transferee's Signature (Buyer)	Printed Name (Not Typed) and Title	Date
_____	_____	_____

D073248 ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STANDARD FORM 97 (Rev. 8-88)
Prescribed by GSA FPMR (41 CFR) 101-11.602-2
Previous Edition Not Usable (1988) 7540-00-002-0024



FEMA

Final Documents

- Donation is approved when Donation Agreement is signed by RA and FCO.
- Transfer of ownership is not complete until SF-97 is sent to recipient.
- If donation is not approved, recipient is sent Notification of Denial Letter to Recipient Entities or Organizations and occupant is notified.

An aerial photograph of a coastal town, likely Nantucket, Massachusetts, featuring a harbor filled with numerous sailboats. The town is surrounded by dense green forest, and several buildings, including a prominent church with a tall steeple, are visible. The entire image is overlaid with a semi-transparent blue filter. The word "Questions?" is centered in a large, white, sans-serif font.

Questions?



JD Moore
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: September 6, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to ratify, approve and authorize Board Chair to sign agreement between Facility Services and BL Griffin, Inc. for fuel pump terminal repairs and the county's three airports.

Recommendation

Ratify, approve and authorize Board Chair to sign agreement between Facility Services and BL Griffin, Inc. for fuel pump terminal repairs and the county's three airports.

Background and Discussion

BL Griffin, Inc. provides fuel pump terminal repairs, service, and emergency repairs for the fuel pump terminals at the county's three airports: Rogers Field, Gansner Airport, and Nervino Airport.

Contract not to exceed \$9,000.00

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** (hereinafter referred to as "County"), and **BL Griffin Co., 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 dollars and 00/100 (\$9,000)**.
3. Term. The term of this agreement shall be from **July 1, 2022** through **June 30, 2023**, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by B.L. Griffin Co, Inc. from July 1, 2022 to 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.

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. Contractor represents that it holds current and active licenses as a Class **C-61/D06 – Concrete Related Services** and **C-61/D40 – Service Station Equipment and Maintenance**, issued by the State of California, No. 434059.

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

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

County:

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

Contractor:

BL Griffin Co., Inc.
2225 Fair Street
Chico CA 95928
Attention: Barry Griffin, Owner

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

subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
28. 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.
29. 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:

BL Griffin Co., Inc., a CA corporation

By: _____

Name: Barry Griffin

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:

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

By: _____

Name: Heidi White

Title: Clerk of the Board

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

8/12/2022

EXHIBIT A

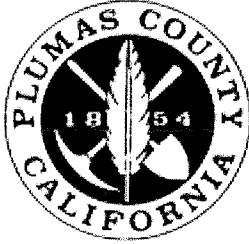
Scope of Work

Contractor will provide repair services for Plumas County's three airports' fuel terminals at the request of the Plumas County Facility Services & Airports Director.

EXHIBIT B

Fee Schedule

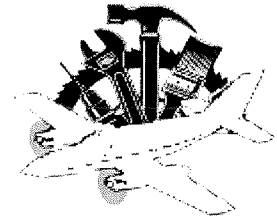
- Foreman wage - \$105/hr
- General Laborer wage - \$95/hr
- Mileage - \$1.50/mile
- Parts — cost plus 15%
- Payment shall be Net 30 days after receiving invoice



JD Moore
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: September 6, 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. to repair the tennis court and build a pickleball court at the Taylorsville Campground.

Recommendation

Approve and authorize Board Chair to sign agreement between Facility Services and Dig It Construction, Inc. to repair the tennis court and build a pickleball court at the Taylorsville Campground.

Background and Discussion

It has been a difficult process with Dig It Construction, Inc. to get this project completed which is part of the State of California Park & Rec grant program. There have been many delays but Dig It Construction has finally completed their part. Dig It Construction bid this job in the spring of 2021 and, since the job wasn't completed until recently, there was a slight increase in the cost of asphalt. Facility Services also requested a last-minute change in the dimension of the pickleball court which was also an additional charge for the 'dirt work' (aka labor). The original contract amount was \$23,572; the additional changes in the cost result in an increase of \$3,865.00 to the project. Being that this is a CA State grant, the county is responsible for 20% of the cost of this project resulting in an increased cost to the county from \$4,714.40 to \$5,487.40; an increase of \$773.00. Facility Services is not contesting the increased cost to the project and respectfully request the Board to approve this contract.

Contract not to exceed \$27,437.00.

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 Seven Thousand Four Hundred Thirty Seven dollars and 00/100 (\$27,437.00)** (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 August 3, 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.

- 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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
40. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to

the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
41. 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.
42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

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:

 _____ 8/11/2022
Joshua Brechtel
Deputy County Counsel I

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. 31' X 60'. 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

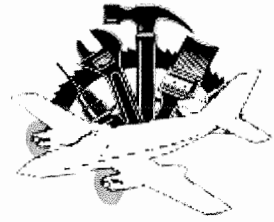
- 1. Contractor to be paid in full after completion of the prescribed project in the amount not to exceed \$27,437.00**
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts 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: **September 6, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Ratify, approve, and authorize the Director of Facility Services to waive the rental fee for the High Sierra Dancing Witches use of the Quincy Memorial Hall.

Recommendation

Ratify, approve, and authorize the Director of Facility Services to waive the rental fee for the High Sierra Dancing Witches use of the Quincy Memorial Hall.

Background and Discussion

Averil Kimble, on behalf of the High Sierra Dancing Witches has respectfully requested to waive the rental fee at the Quincy Memorial Hall for ten consecutive Tuesdays beginning August 23, 2022 and ending October 25, 2022 (one hour every Tuesday).

The High Sierra Dancing Witches is a non-profit, non-denominational, and open group of adults that dance for the social aspects, exercise, and performing opportunities within our area. The use of the Quincy Memorial Hall would allow the High Sierra Dancing Witches the space to rehearse for the upcoming Quincy Star Follies scheduled in October. Quincy Star Follies is presented each year as a fund raiser for the Feather River College Foundation.

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

August 16, 2022

Department of Facility Services & Airports
Rob McAdams, Fiscal Officer
198 Andy's Way
Quincy, CA 95971

Dear Mr. McAdams:

I am acting on behalf of the dance troupe known as the "High Sierra Dancing Witches", a group that was formed in 2018 by Greenville resident and business owner, Marjorie Meeker.

Our purpose is to dance fancifully and with humor dressed up as witches, to amuse and inspire others to dance, too. We do not practice or endorse witchcraft, Wiccan or any other black magic. We have performed several times for the community as part of the Christmas, Halloween and parade activities in Quincy and in Greenville. We were preparing for Quincy Star Follies in early 2020 when Covid shut down all public events.

We are a non-profit, non-denominational and open group of adults (usually 10-15 women) that dance for the social aspects, the exercise element and performing opportunities within the local area.

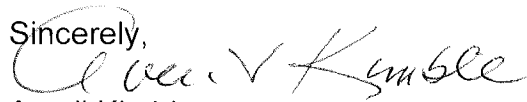
The use of the Veteran's Hall would allow us enough space to rehearse for the upcoming Star Follies scheduled in October. Our practice schedule is typically every Tuesday for one hour, 5:30-6:30 pm. We are requesting the use of the facilities for ten consecutive Tuesdays beginning August 23, 2022 and ending October 25, 2022. However, we are certainly flexible so as to allow scheduling convenience for other users of the hall.

As you are aware, Quincy Star Follies, is presented each year as a fund-raiser for the Feather River College Foundation. The Foundation was set up to assist with funding for student housing, community host programs, faculty and staff mini-grants as well as scholarships.

At this time, your consideration of waving the hourly fee for the use of the Veterans Hall for the High Sierra Dancing Witches would be greatly appreciated. The request is based on the fact that we are a non-profit organization preparing to perform for the benefit of a non-profit organization and hopefully, entertain those that participate or attend the Follie's performance.

Your consideration of this matter is greatly appreciated! On behalf of the High Sierra Dancing Witches, I thank you kindly for your attention.

Sincerely,



Averil Kimble

215 Jackson St. *P.O. Box 245*

Quincy, CA 95971

530-~~626~~-0503

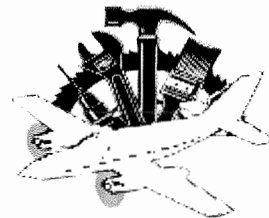
AK



JD Moore
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: September 6, 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 Frasure & Son Carpet Cleaning for custodial services for county-owned facilities in Portola as well as rental management of the Portola Memorial Hall.

Recommendation

Approve and authorize Board Chair to sign agreement between Facility Services and Frasure & Son Carpet Cleaning for custodial services for county-owned facilities in Portola as well as rental management of the Portola Memorial Hall.

Background and Discussion

Frasure & Son provides custodial services for the Portola Library, Portola Substation, and now the Portola Memorial Hall and well as rental management services for the hall. The previous hall custodian/attendant had to be terminated for various reasons and the transition from the hall custodian/attendant was seamless with switching to Frasure & Son. The difference in cost per year between contracting out these duties and hiring a county employee is nominal and with a contract in place, we are assured the duties will be properly addressed and handled.

Contract not to exceed \$26,600.00

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** (hereinafter referred to as "County"), and **David Frasure, a sole proprietor doing business as Frasure & Son Carpet Cleaning** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty Six Thousand Six Hundred dollars and 00/100 (\$26,600.00)**.
3. Term. The term of this agreement shall be from **October 1, 2022 through September 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 _____

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

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

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

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

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

CONTRACTOR:

David Frasure, a sole proprietor dba Frasure & Son Cleaning

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

COUNTY:

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

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

ATTEST:

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

Approved as to form:

 _____ 8/25/2022
Joshua Brechtel
Deputy County Counsel I

Exhibit A
Schedule of Services – Scope of Work (Subject to Change Prior to Award)

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

5. Monthly Office/Common Room Services

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

5. Annual Cleaning

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

B. Scheduling of Work

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

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

D. Other specifications

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

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

2. General Services*

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

Exhibit B
Schedule of Services

Portola Memorial Hall Rental Management

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

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

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

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

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

**Exhibit C
Fee Schedule**

ANNUAL FEE SCHEDULE

Facility	Monthly Fee	Total
Portola Library/Sheriff Substation	\$1,000.00	\$12,000.00
Portola Memorial Hall	\$500.00	\$6,000.00
Portola Hall Rental Management	\$300.00	\$3,600.00
General Services*	As needed invoiced at \$50/hour	\$5,000.00

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

_____ COUNTY INITIALS

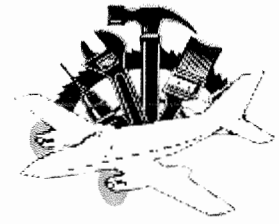
CONTRACTOR INITIALS _____



JD Moore
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: September 6, 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 KJ's Cleaning Service for providing custodial services and rental management of Chester facilities.

Recommendation

Approve and authorize Board Chair to sign agreement between Facility Services and KJ's Cleaning Service for providing custodial services and rental management of Chester facilities.

Background and Discussion

KJ's Cleaning Service provides custodial services at the Chester Memorial Hall, Almanor Rec Center, Chester Library, Chester Substation, Chester Park, and Chester Snow Park. KJ's Cleaning Service also provides rental management services of the Chester Memorial Hall, Almanor Rec Center, and Chester Park. Contract also allows for payment for incidental issues that arise at these facilities that are easily addressed or emergency issues when Facility Services staff cannot tend to issues immediately. Incidental issues also includes snow and ice removal from facility steps and walkways.

Contract not to exceed \$39,140.00

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 **Department of Facility Services** (hereinafter referred to as "County"), and **Kim Lund, a sole proprietor doing business as KJ's Cleaning Service** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Thirty Nine Thousand One Hundred Forty dollars and 00/100 (\$39,140.00)**.
3. Term. The term of this agreement shall be from **October 1, 2022 through September 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 _____

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

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

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

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

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

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

obligations under this Agreement. **In particular, Contractor represents that it holds a current and active registration for Janitorial Service Providers with the California Department of Industrial Relations, No. JS-LR-000020683.**

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

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

County:

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

Contractor:

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

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

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

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

CONTRACTOR:

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

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

COUNTY:

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

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

ATTEST:

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

Approved as to form:

 _____ 8/29/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

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

4. Monthly Office/Common Room Services

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

5. Annual Cleaning

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

B. Scheduling of Work

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

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

D. Other specifications

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

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

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

2. General Services*

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

Exhibit B
Schedule of Services

Chester Facility Rental Management

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

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

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

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

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

Exhibit C

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

Fee Schedule

ANNUAL FEE SCHEDULE

Facility	Monthly Fee	Total
Chester Snow Park	300.00	3,600.00
Chester Memorial Hall	340.00	25,020.00
Almanor Rec Center	350.00	
Chester Complex	550.00	
Chester Library	550.00	
Chester Park	590.00 (x6 mos)	
Chester Facility Rental Management	460.00	5,520.00
General Services*	As needed	5,000.00

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS_____

Exhibit D
Confidentiality Agreement

CONFIDENTIALITY AGREEMENT FOR CONTRACTORS

Background

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

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

Confidentiality Agreement

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

Signature

Date



Plumas-Sierra County Fair

204 FAIRGROUNDS ROAD QUINCY, CA 95971-9462

(530) 283-6272 FAX (530) 283-6431 www.countyofplumas.com/fair/index.htm

MEMORANDUM

DATE: August 23, 2022
 TO: The Honorable Board of Supervisors
 FROM: John Steffanic, Fair & Event Center Manager
 SUBJECT: Payment of non-contract invoices

It is recommended that the Board:

1. Authorize and ratify no-contract payment of invoices incurred for time sensitive services.

Discussion

Two invoices are in regards to janitorial services at the 2022 Plumas Sierra County Fair. A key extra help employee contracted COVID two days before the fair. Her primary job was to clean bathrooms during the event. Since we were already short-handed, I decided the best way to handle the situation was to hire Bob's Janitorial to clean our bathrooms. Additionally, to spread out usage and reduce impact on our permanent bathrooms, I brought in extra portable toilets through Plumas Sanitation. Consensus is that this was a good idea.

Bob's Janitorial & Carpet Cleaning	\$3000.00
Plumas Sanitation	\$2005.58

The Board of Supervisors approved a contract with High Desert Surface Prep, Inc. for \$29,200.00 earlier this year to grind down the cement floor in Serpilio Hall, smooth the high points and seal the surface. That work began the week after the fair. As the work was being done, we noticed that some of the old paint was left behind in low spots after the grinding. To eliminate those, they would need to go over the surface one more time with a different grit sandpaper and the cost was an additional \$800. The decision had to be made while they were there with the equipment, so I told them to do so. Another good idea.

High Desert Surface Prep, Inc.	\$ 800.00
--------------------------------	-----------

The good news is that actual revenue for the Fair far exceeded the budgeted amounts that I anticipated. These invoices can be covered under our current Maintenance budget.

Thank you for your consideration,

John Steffanic
 Fair & Event Center Manager

BOBS JANITORIAL & CARPET CLEANING

135 Railway Ave Quincy, Ca. 95971

PHONE (530)-283-3737

Aug 7, 2022

Invoice #2022A

Re: Cleaning Fairgrounds for Fair

Janitorial Services for August 28 thru 31 Cleaning Bathrooms for the Fair— ———\$3000.00

Total \$3000.00

-----Bob's Janitorial Services

Plumas Sanitation, Inc

73762 Industrial Dr.

CA License #958997

Portola, CA 96122

Telephone: (530) 832-0370

Fax: (530) 832-0373

Invoice

Number: 37831

Date: 04-Aug-2022

P.O. Number:

BILL TO	2926
Plumas County Fairgrounds	
204 Fairgrounds Rd	
Quincy, CA 95971	

JOB SITE	9053
Oren	
2022 County Fair	
Quincy, CA 95971	

Last Payment Date

Job Number:

Accounting ID:

From =>	To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
26-Jul-2022	>	01-Aug-2022	1 Portable Toilet	8	\$115.00	<input checked="" type="checkbox"/>	\$920.00
			Special Event rate				
26-Jul-2022	>	26-Jul-2022	1 Delivery Charge	1	\$200.00	<input checked="" type="checkbox"/>	\$200.00
26-Jul-2022	>	01-Aug-2022	1 2 Station Handwash Unit	5	\$150.00	<input checked="" type="checkbox"/>	\$750.00
			Special Event rate				

Job Site Balances	Taxable	Tax Rate	Tax	Description	Subtotal NonTaxed:	\$0.00
Current: \$2,005.58	\$1,870.00	7.25	\$135.58	Ca. State Tax	Subtotal Taxable:	\$1,870.00
30-Day: \$0.00		0	\$0.00	As of January 1 2017	Subtotal Tax:	\$135.58
60-Day: \$0.00	\$0.00		\$0.00	Non Taxable	Current Invoice Total:	\$2,005.58
90-Day+: \$0.00						
Total: \$2,005.58	Terms: Net 28		+/- Chrg or Pymt:	\$0.00	Please Pay:	\$2,005.58

If you are interested in auto pay, please contact Melissa at 530-832-0370

Amounts are due and payable within 10 days of the invoice date. Unpaid balances subject to the maximum allowable finance charge under law.

From:

Plumas County Fairgrounds
204 Fairgrounds Rd
Quincy, CA 95971

Please detach and return the bottom portion with payment.

Invoice No.	Date	Current Amount
37831	04-Aug-2022	\$2,005.58
Please Pay:		\$2,005.58

To:**Plumas Sanitation, Inc**

73762 Industrial Dr.

CA License #958997

Portola, CA 96122

High Desert Surface Prep Inc.

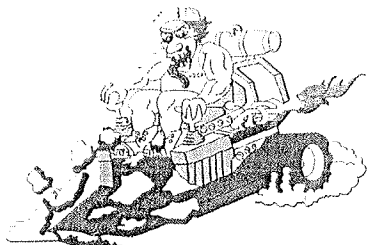
Printed: Aug 16, 2022

License # 55772B & 81196 ... 1460 Pittman Avenue, Sparks, NV

89431

Fax: 775-853-1337

Phone: 775-300-1900



Owner Invoice

Job Information

Oren Morrison

204 Fairgrounds Road, Quincy, CA 95971

Invoice Title: 4473 - Quincy Fairgrounds - Grind

Invoice ID: 5563

Invoice Amount: \$30,000.00

Pending

Amount Paid: \$0.00

Items	Description	Qty/Unit	Unit Cost	Price
Clean & Seal LABOR 0903.1 - Clean & Seal Labor		10000.00	\$3.00	\$30,000.00

Description of Invoice

Deadline Date: Sep 13, 2022

Balance Due: \$30,000.00



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: August 11, 2022

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer 

SUBJECT: Approval of the contract between Plumas County Probation Department and DeMartile Automotive.

Recommendation

Approve and authorize the Chair to sign the FY22-23 contract between Plumas County Probation Department and DeMartile Automotive to provide general mechanic services for all cars and trucks for the Plumas County Probation Department. Contract shall not exceed \$12,000 from July 1, 2022 - June 30, 2023.

Background and Discussion

The Plumas County Probation Department has contracted with DeMartile Automotive for general mechanic services for all department vehicles.

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

RECEIVED
AUG 10 2022

Services Agreement

Plumas Co. Probation Dept.

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 DeMartile Automotive, Inc., a 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 Twelve thousand Dollars (\$12,000.00).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by DeMartile Automotive, Inc. from July 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 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: Acting Chief Probation Officer, Keevin Allred
Telephone: (530) 283-6200

Contractor:

DeMartile Automotive, Inc.
200 E. Main St.
Attention: Evans DeMartile
Telephone: (530) 283-2211

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 \$12,000, 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: Evans DeMartile
Name: Evans DeMartile
Title: CEO
Date signed:

By: Kathy L. DeMartile
Name: Kathy L. DeMartile
Title: 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:

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

Approved as to form:

Joshua Brechtel 8/5/2022
Deputy County Counsel I

EXHIBIT A

Scope of Work

DeMartile Automotive, Inc. will provide General Mechanic services for all cars and trucks. Such services include, but are not limited to, tune-ups, oil changes, automotive electrical services, repair of failed automotive components; tire repair, rotations, and changes. Also, new tires, alignments, scan check engine light to troubleshoot related problem(s). Complete engine, transmission and drive train repair or replacement.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$105 per hour.
2. All part store parts shall be provided at list price minus ten percent (10%).
3. All dealer ship parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes,
6. LOF changes with inspection shall be charged at \$56 (all inclusive) for up to 7 quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. 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.
8. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

EXHIBIT C

Certificates of Insurance

See Attached



CONSENT AGENDA REQUEST

For the September 6, 2022 meeting of the Plumas County Board of Supervisors

August 29, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and direct the Chair to sign a contract with Northern California EMS, Inc. in the amount of \$11,225.40 retroactive to July 1, 2022.

Background:

Plumas County has contracted with Northern California Emergency Medical Services, Inc., (Nor-Cal EMS) since 1991 as the county's designated Local Emergency Medical Services Agency. Nor-Cal EMS administers certain local medical emergency services pursuant to California Health & Safety Code Section 1797, et seq. In addition, Nor-Cal EMS works diligently to represent the northern rural counties interests in statewide issues.

If Plumas County were to administer and implement its own Local Emergency Medical Services Authority, the cost to the General Fund for Plumas County to provide these services would be estimated at \$100,000.00 or more

This contract runs from July 1, 2022, through June 30, 2023.

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

Fiscal Impact:

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

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a contract with Northern California EMS, Inc. in the amount of \$11,225.40 retroactive to July 1, 2022.

**AGREEMENT BETWEEN COUNTY OF PLUMAS
AND
NORTHERN CALIFORNIA EMS, INC.
LOCAL EMERGENCY MEDICAL SERVICES AGENCY (LEMSA) DELIVERABLES
HOSPITAL PREPAREDNESS PROGRAM (HPP) FISCAL YEAR FY 22-23**

THIS AGREEMENT is entered into by and between **PLUMAS COUNTY**, hereinafter referred to as **COUNTY**, and **NORTHERN CALIFORNIA EMS, INC.**, a California non-profit, public benefit corporation and a Local Emergency Medical Services Agency (LEMSA) hereinafter referred to as **LEMSA**.

INTRODUCTION

WHEREAS, LEMSA is the Local Emergency Medical Services Agency for **COUNTY** pursuant to agreement and pursuant to Health and Safety Code Section 1797.94, and

WHEREAS, COUNTY desires to contract with **LEMSA** for **LEMSA** to provide certain services for **COUNTY** in accordance with the California Department of Public Health Hospital Preparedness Program (HPP) Cooperative Agreement CFDA #93.074, LEMSA Deliverables, for fiscal year 2022-2023.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. It is agreed that the terms of this Agreement become effective as of July 1, 2022 and shall end June 30, 2023, or until terminated as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.

ARTICLE 2. SERVICES TO BE PERFORMED BY LEMSA

Specific Services

Section 2.01. Pursuant to the terms and conditions of this agreement **LEMSA** shall perform the baseline deliverables, objectives and activities as indicated in FY 22-23 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan submitted to the county as set forth in Attachment "A". Any changes or updates requested by CDPH during the work plan approval process will be reviewed and jointly agreed to by **COUNTY** and **LEMSA**. Changes shall not exceed project hours or compensation amount.

Method of Performing Services

Section 2.02. **LEMSA** shall, during the term of this Agreement, be construed as 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 **LEMSA** performs the services which are the subject matter of this Agreement; provided, always however, that the

services to be provided by **LEMSA** shall be performed in a manner consistent with all applicable standards and regulations governing such services.

ARTICLE 3. COMPENSATION

Section 3.01. The multi-county **LEMSA** allocation for the HPP FY22-23 is \$56,127. The equal share for each HPP entity within the five-county **LEMSA** region is \$11,225.40. **LEMSA** shall be paid in an amount not to exceed **ELEVEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND 40 CENTS (\$11,225.40)** by **COUNTY** for the services described in this agreement. In no event shall the compensation exceed that amount. **LEMSA** shall (at minimum quarterly) submit to **COUNTY** an itemized statement or invoice of services rendered during the preceding time frame. **COUNTY** shall make payment within 30 days of receipt of **LEMSA's** correct and approved statement or invoice.

Section 3.02. No additional services shall be performed by **LEMSA** unless approved in advance in writing by the **COUNTY**. All such services are to be coordinated with **COUNTY** and monitored by the Director of Public Health & Community Development, his or her designee or the HPP Coordinator.

Section 3.03. **LEMSA** may sub-contract with third parties as **LEMSA** deems necessary to perform the services required of **LEMSA** by this contract. **COUNTY** may not control, direct, or supervise **LEMSA's** assistants or employees in the performance of those services.

ARTICLE 4. OBLIGATIONS OF LEMS

Minimum Amount of Service

Section 4.01. **LEMSA** may represent, perform services for, and be employed by such additional clients, persons, or companies as **LEMSA**, in its sole discretion deems appropriate. **LEMSA** shall be responsible for all costs and expenses incident to the performance of the services required by this agreement. **COUNTY** shall not be responsible for any expense incurred by **LEMSA** in performing services under this agreement.

Section 4.02. INSURANCE

LEMSA 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 **LEMSA**, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of **LEMSA'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. **LEMSA'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 **LEMSA'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 **LEMSA** 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, **LEMSA** 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. **LEMSA** shall require all subcontractors

to comply with all indemnification and insurance requirements of this agreement and **LEMSA** shall verify subcontractor's compliance.

Taxes and Filings

Section 4.03. This Agreement is for independent contractor services to be provided by **LEMSA** and **LEMSA** is responsible for payment of all applicable taxes and associated filing requirements.

Conflict of Interest

Section 4.04. **LEMSA** will not hire any employee of **COUNTY's** to perform any service covered by this Agreement. **LEMSA** affirms that, to the best of **LEMSA's** knowledge, there exists no actual or potential conflict between **LEMSA's** family, business or financial interests and **LEMSA's** services under this Agreement, and in the event of change in this status during the term of this Agreement, **LEMSA** will notify **COUNTY** in writing of occurrence. **COUNTY** may at **COUNTY's** option terminate this Agreement in the event of such actual or potential conflict of interest.

Assignment

Section 4.05. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **LEMSA** without prior written consent of **COUNTY**, except as specified in Section 3.03 of this agreement.

Indemnification

Section 4.06. **LEMSA** shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **LEMSA** or its assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property.

Books and Records

Section 4.07. All reports and other materials collected or produced by **LEMSA** or any subcontractor of **LEMSA** specifically for use by **COUNTY** shall, after completion and acceptance of the contract, become the property of the **COUNTY**, and shall not be subject to any copyright claimed by the **LEMSA**, subcontractor, or their agents or employees. **LEMSA** may retain copies of all such materials exclusively for administration purposes. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the **LEMSA** relating to the services to be provided under this contract shall be the property of the **COUNTY**, and **LEMSA** hereby agrees to deliver the same to the **COUNTY** upon request.

Section 4.08. **LEMSA** shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the **COUNTY** under the terms of the agreement for a period of five (5) years. Any records or documents required to be maintained

shall be made available for inspection, audit and/or copying at any time during regular business hours, upon a twenty-four (24) hours written or verbal request by the **COUNTY**.

Section 4.09. It is understood and agreed that this agreement contemplates personal performance by the **LEMSA** and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties and/or obligations of the **LEMSA** under this agreement will be permitted only with the express written consent of the **COUNTY**, except as specified in Section 3.03 of this agreement.

ARTICLE 5. OBLIGATIONS OF COUNTY

Cooperation of COUNTY

Section 5.01. **COUNTY** agrees to timely comply with all reasonable requests of **LEMSA** and provide access to all documents reasonably necessary to the performance of **LEMSA's** duties under this Agreement.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 6.01. This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of either party;
- (2) Assignment of this Agreement by **LEMSA** without the consent of the **COUNTY**.

Termination by COUNTY for Default of LEMS

Section 6.02. Should **LEMSA** default in the performance of this Agreement or breach any of its provisions, **COUNTY**, at **COUNTY's** option, may terminate this Agreement by giving written notification to **LEMSA**.

Section 6.03. **COUNTY** may terminate this agreement at any time by providing a sixty (60) day written notice to **LEMSA** that the agreement is terminated. The agreement shall then be deemed terminated and no further work shall be performed by **LEMSA**. **COUNTY** shall pay **LEMSA** for all services rendered up to the date of termination.

Section 6.04. **COUNTY** may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased. Oral notice of termination will be confirmed through written notice by **COUNTY** to **LEMSA** within one week of termination.

Section 6.05. Should this Agreement be terminated, **LEMSA** shall provide **COUNTY** with all finished and unfinished reports, data, studies, photographs, charts, electronic data, and other documents prepared by **LEMSA** pursuant to this Agreement.

ARTICLE 7. GENERAL PROVISIONS

Notices

Section 7.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Any notice hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

If to **COUNTY**:

Director

Plumas County Public Health Agency

206 County Hospital Road, Suite 206

Quincy, CA 95971

If to **LEMSA**:

Chief Executive Officer

Northern California EMS, Inc.

930 Executive Way, Suit 150

Redding, CA 96002

Entire Agreement of the Parties

Section 7.02. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services agreed to herein by **LEMSA** and **COUNTY** and contains all of the covenants and Agreements between the parties with respect to the rendering of any such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by all parties.

Section 7.03. Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

Section 7.04. This agreement may be amended at any time by the mutual written agreement of the parties hereto.

Section 7.05. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Ukraine Sanctions

Section 7.06. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

Suspension and Debarment

Section 7.07. LEMSA certifies that it is not listed as debarred or suspended in www.sam.gov.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

COUNTY OF PLUMAS

By: 
Dana Loomis
Director of Public Health Agency

Date: 8/10/22

By: _____
Kevin Goss
Chair, Plumas County Board of Supervisors

Date: _____

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Date: _____

Approved as to form:


Sara James
Deputy County Counsel II

Date: 8/9/2022

NORTHERN CALIFORNIA EMS, INC.

By: _____
Donna Stone
Chief Executive Officer

Date: _____

Ukraine Sanctions

Section 7.06. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

Suspension and Debarment

Section 7.07. LEMSA certifies that it is not listed as debarred or suspended in www.sam.gov.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

COUNTY OF PLUMAS

By: 
Dana Loomis
Director of Public Health Agency

Date: 8/10/22

By: _____
Kevin Goss
Chair, Plumas County Board of Supervisors


Date: _____

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

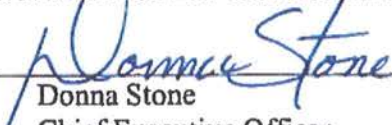
Date: _____

Approved as to form:


Sara James
Deputy County Counsel II

Date: 8/9/2022

NORTHERN CALIFORNIA EMS, INC.

By: 
Donna Stone
Chief Executive Officer

Date: 8-10-22

ATTACHMENT A

PHASE 1: Plan and Prepare													
Are you Building or Sustaining the Capacity?													
CLASSIFY AS: Sustain													
PHASE 1: Plan and Prepare													
FY 2022-23													
FY 2023-24													
FY 2024-25													
FY 2025-26													
FY 2026-27													
FY 2027-28													
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FY 2107-08													
FY 2108-09													
FY 2109-10													

[illegible]



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: August 15, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Items for the meeting of September 6, 2022

It is recommended that the Board:

Approve and sign contract #PCSO00119 between the Plumas County Sheriff's Office (PCSO) and Redwood Toxicology Laboratory, Inc. a California Corporation for payments, services provided by Redwood Toxicology Laboratory Inc. from June 1, 2022 to date of approval in the amount of \$9,999.

Background and Discussion:

Approve for payment, services provided by Redwood Toxicology Laboratory, Inc from June 1, 2022 to date of approval of this agreement.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and REDWOOD TOXICOLOGY LABORATORY, 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 (the "Work").
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 June 1, 2022, and shall remain in effect through May 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Redwood Toxicology Laboratory, INC. June 1, 2022 to 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 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 third-party 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 reasonable 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 to the extent such Claim arise out of, either directly or indirectly, County's negligence or intentional acts. Contractor shall have no obligation, however, to 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.

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING REPUTATIONAL HARM, LOST PROFITS, LOSS OF BUSINESS, OR OTHER SIMILAR DAMAGES). TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS HEREUNDER INCLUDING, BUT NOT LIMITED TO, INDEMNIFICATION, IS LIMITED TO THE AMOUNT PAID TO CUSTOMER BY COUNTY FOR THE SERVICE OR PRODUCTS THAT GAVE RISE TO THE CLAIM.

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 claim limit of the ten million dollars (\$10,000,000).
 - b. Automobile liability coverage (including non-owned automobiles) with minimum-bodily injury limit of two million dollars (\$2,000,000) per accident.
 - c. Each policy of commercial general liability coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - 1. 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
 - 11. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - iii. 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

- 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. All insurance policies except professional liability and workers compensation shall be endorsed to include 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.
- a. Contractor certifies and agrees that it is licensed by the State of California, and the Centers for Medicare & Medicaid Services, Clinical Laboratory Improvement Amendments of 1988 to perform drugs of abuse testing throughout the United States. Contractor participates in the proficiency testing program administered by the American Association of Bioanalysts.
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 and such consent shall not be unreasonably withheld. The forgoing shall not apply to any work to be performed by an affiliate of Contractor, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly controls or is controlled by or is under common control with the Contractor.
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:

Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA 95971
Attention: Investigations Sergeant Steve Peay Contractor:

Redwood Toxicology Laboratory
3650 Westwind Blvd.
Santa Rosa, CA 95403
Attention: Contract Manager

With copy to:
Abbott Laboratories - Legal Department,
100 Abbott Park Road
Building - AP6A
Abbott Park, IL,
60064-3500, USA,
Attn.: DVP & Associate General Counsel, ARDx Informatics Rapid Diagnostics Legal

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 set forth below.

CONTRACTOR:

Redwood Toxicology Laboratory, Inc., a
California corporation

DocuSigned by:

By: D43702611A5146C... Date: 8/5/2022
Mary Tardel
Director, Government Services

COUNTY:

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

By: _____
Title: Sheriff/Coroner Todd Johns
Date: _____

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

ATTEST:

By: _____
Clerk Of the Board
Date: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I 7/29/2022

EXHIBIT A

Scope of Work

1. Contractor will provide, upon request/order by the County on an as needed basis, urine drug screening for Alcohol (Ethanol), Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, and THC. Initial screening of Contractor's standard laboratory tests is performed by enzyme immunoassay (EIA). Confirmation is performed by a secondary method, including; gas chromatography (GC), gas chromatography/mass spectrometry (GC/MS), and/or liquid chromatography/tandem mass spectrometry (LC/MS/MS), depending on drug class.
2. Upon request by the County, Contractor will provide GC-MS confirmation of positive drug screens. Upon request by the County, Contractor will provide confirmation of Benzodiazepines and Oxycodone by liquid chromatography/tandem mass spectrometry (LC-MS/MS).
3. Upon request by the County, Contractor will provide urine testing for Ethyl Glucuronide (EtG) and Ethyl Sulfate (EtS) alcohol metabolite. EtG/EtS is screened, confirmed and quantitated by liquid chromatography/tandem mass spectrometry (LC-MS/MS).
4. Contractor's standard service includes all urine collection and shipping supplies. Supplies include requisition forms, specimen labels, urine specimen bottles, chain of custody forms and security seals. Pre-pad mailer boxes for specimens sent to the laboratory are provided when fewer than five (5) specimens are sent to Contractor at one time.

Next day air service supplies are provided when five (5) or more specimens are sent in one overnight lab pack bag or box at one time. Less than five (5) specimens sent in to the lab at one time by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment. Outbound shipping and handling of Contractor lab supply orders

will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. All items shipped FOB Shipping Point.

5. Reporting by internet through Contractor's reporting website
<https://toxaccess.redwoodtoxicology.com> is default method. Fax summary and/or hardcopy reports will be provided upon request.
6. Contractor will confirm all positive tests by the methods indicated in Sections 1 through 3 above. Turnaround times are as follows:

Urine Drug Testing

- Negative results for basic *urine* tests (non-esoteric) are available within twenty-four (24) to forty-eight (48) hours after receipt of specimen(s) at Contractor.
- Confirmed positive results or esoteric testing requiring GC-MS, LC-MS/MS or GC-FID will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours after receipt of specimen(s), or after receiving request for GC-MS or LC-MS/MS confirmation.

Oral Fluid Drug Testing

- Negative results for oral fluid screens are available within twenty-four (24) to forty-eight (48) hours after receipt of specimen(s) to Contractor.
- Confirmed positive results by GC-MS or LC-MS/MS will be reported to authorized County personnel within seventy-two (72) to ninety-six (96) hours after receipt of specimen(s), or after receiving request for GC-MS or LC-MS/MS confirmation.

Positive specimens will be saved for three (3) months.

7. Contractor will provide County with court representation/testimony at a cost of seven hundred (\$700.00) per day plus travel, a daily meal per-diem and hotel cost not to exceed the County and State rates, and any other related travel cost.
8. Contractor will sell to County, upon request/order by the County, onsite drug and/or alcohol screening devices ("Product") as designated in Attachment A to Exhibit B at the prices set forth thereon. Collection and shipping supplies are available for the Product. Supplies include requisition forms, specimen labels, urine specimen bottles or collection beakers. Chain of custody forms and security seals.
9. The County shall read and follow all of the instructions for use supplies with the Product. The County further acknowledges that the Product is a screen only, and that the Contractor strongly recommends the confirmation of any positive screen result by appropriate, recognized laboratory confirmation methodology before taking any action deemed adverse to the specimen donor.

EXHIBIT B

Terms of Payment

1. Contractor shall charge the County for the Work in accordance with the Fee Schedule attached hereto as Attachment A. Contractor shall invoice the County monthly. Invoices for Product are sent separately from laboratory services invoices. Laboratory service fees are not included on the invoices for Products.
2. Shipping and handling of Product orders will be assessed on an 'at cost' basis.
3. The County shall pay all undisputed invoices within thirty (30) days of the County's receipt of the invoice.
4. Any order of Product received by the County shall be deemed accepted by the County unless the County notifies Contractor in writing within twenty days of receipt of the Product that the County rejects the order in whole or in part and states the reason for said rejection. The County understands that the Product has a limited shelf life and that the delayed return of Product for reasons other than being either non-conforming or defective place commercial limitations on the resale of said Product to other purchasers.
5. Any order rejected by the County on the basis that the product is either non-conforming or is defective may be returned to Contractor for full credit or replacement.
- 6.. Any Product returned for any other reason shall be subject to a restocking fee equal to twenty percent (20%) of said order.
7. Contractor will not increase fees for a period of one year, commencing with the date of this agreement. At the Renewal of contract, Contractor is permitted to increase then-current pricing in its discretion effective thirty (30) days after Contractor provides written notice of such price increase to County. Thereafter, increases shall not be more frequent than one-year intervals. Increases shall become effective with sixty (60) days written notice.
8. Contractor shall furnish to the County such information as may be requested which relates to the services described in this contract. The service provider shall provide reasonable access to all records, books, reports and other necessary data and information needed to accomplish reviews of services and expenditures.

Attachment A

Fee Schedule

See attached



3650 Westwind Boulevard
Santa Rosa, CA 95403
T: +1 800 255 2159
F: +1 707 577 8102

Exhibit B-1
Pricing Schedule
Plumas County Probation Department
Effective July 1, 2022

Section I: Laboratory Drug & Alcohol Testing Services - Urine

URINE LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
R95	Urine 9 Panel ALC, AMP, BAR, BZO, COC, CR, OPI, OXY, THC - Screen Only	\$10.00
Various	GC-MS, LC-MS/MS Standard Urine Confirmation - cost per drug	\$16.50
S094	6-Monoacetylmorphine (6-MAM) - Confirmation	\$16.50
S047	GC-FID Alcohol Confirmation	\$16.50
SP71	Urine 2 Panel HCG, SG	\$10.17
P69	Urine 3 Panel CR, PH, SG	\$6.62

Initial screening of standard laboratory tests at RTL will be performed by enzyme immunoassay (EUA). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS), liquid chromatography-tandem mass spectrometry (LC-MS/MS), or gas chromatography-gas flame ionization (GC-FID), depending on drug class. GC-FID is used only on samples requiring alcohol (EtOH) confirmation. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.

URINE LAB TESTS - SPECIALTY DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
092	Buprenorphine - Screen Only	\$6.42
5292	Buprenorphine - Confirmation Only	\$34.00
646 or 647	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - EtG Screen with Automatic Confirmation of Positives for both EtG & EtS	\$12.50
5747	Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) Alcohol metabolite - Confirmation Only	\$15.00
2101	Fentanyl - Screen Only	\$6.42
5504	Fentanyl - Confirmation Only	\$40.00
5560	Gabapentin - Confirmation Only	\$90.00
5960	Kratom - Confirmation Only	\$75.00
1163	LSD - Confirmation Only	\$35.00
091	Tramadol - Screen Only	\$10.00
5212	Tramadol - Confirmation Only	\$85.00

URINE LAB TESTS - SPECIALTY DRUG PANELS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
6473	Synthetic Marijuana (K2/Spice) - Standard Panel	\$30.00
8474	Synthetic Marijuana (K2/Spice) - Premium Panel	\$40.00
5554	Fentanyl - Premium Panel	\$40.00

Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids

ORAL FLUID LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
2101001	Quantisal Oral Fluid Collection Device - purchase required prior to testing	\$2.20
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$15.00
9521	Oral Fluid 8 Panel AMP, BAR, BZO, COC, MTD, OPI, PCP, THC - Screen + Auto Confirm of Positives	\$16.48

Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS) or liquid chromatography-tandem mass spectrometry (LC-MS/MS), depending on drug class. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.



3650 Westwind Boulevard
 Santa Rosa, CA 95403
 T: +1 800 255 2159
 F: +1 707 577 8102

**Exhibit B-1
 Pricing Schedule
 Plumas County Probation Department
 Effective July 1, 2022**

Section III: Laboratory Supplemental Services

PROBLEMATIC SPECIMEN CHARGES AND ADDITIONAL SERVICE CHARGES

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL In Error	\$100.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
AFFD	Affidavits	\$100.00
INTP	Interpretations	\$100.00
STAT	STAT Testing Requests (Priority)	\$100.00
CORT	Telephonic or Webinar Court Testimony	\$250.00
	In-Person Court Testimony	\$700 per day + travel

Collection & Shipping Supplies

RTL provides all necessary urine specimen collection kits and shipping supplies to its clients at no additional cost. For urine testing these supplies include:

- Urine specimen collection kits: beakers with built-in temperature strips and specimen bottles
- Specimen baggies with absorbent material
- Lab requisition (chain of custody) forms – pre-printed and/or self-print electronic collection
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis, FOB Shipping Point.

Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twenty-five dollar (\$25.00) charge per shipment.



3650 Whitwind Boulevard
Santa Rosa, CA 95403
T: +1 800 255 2154
F: +1 707 577 8102

Exhibit B-1
Pricing Schedule
Plumas County Probation Department
Effective July 1, 2022

Section IV: Rapid Drug & Alcohol Screening Devices

PANEL-DIP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$3.75	\$93.75
01 102 0017	6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	\$3.75	\$93.75
01 102 0024	6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	\$3.75	\$93.75
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	\$3.75	\$93.75
01 102 0174	6	PANEL DIP 06 AMP300/COC150/MAMP500/MDMA/MOP300/THC	\$3.75	\$93.75
01 102 0175	6	PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC	\$3.75	\$93.75
01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC	\$3.75	\$93.75
01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC	\$3.75	\$93.75

ICUP A.D. SUBSTANCE ABUSE TEST DEVICE --with adulteration

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2069	8	ICup A.D. D8 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration.(OX,CR,PH)	\$2.89	\$72.00

REDICUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 0026	4	RC 04 COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0027	5	RC 05 BZO/COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0028	5	RC 05 COC300/MAMP1000/MOP300/PCP/THC	\$2.25	\$56.25
01 102 0121	5	RC 05 AMP1000/COC300/MAMP1000/MOP300/THC	\$2.25	\$56.25
01 102 0029	6	RC 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	\$2.48	\$62.00
01 102 0135	6	RC 06 AMP1000/BZO/COC300/MAMP1000/OP1200/THC	\$2.48	\$62.00
01 102 0058	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OP1200/PCP/TCA/THC	\$3.20	\$80.00
01 102 0059	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MOP300/MTD/PCP/TCA/THC	\$3.20	\$80.00
01 102 0137	10	RC 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	\$3.20	\$80.00

ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0015	13	CUP 13 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/MAMP1000/MDMA500/MTD300/OP1300/OXY100/THC50/TRA200 - FFUO**	\$4.75	\$118.75
01 501 0016	14	CUP 14 AMP1000/BUP10/BZO300/COC300/ETG500/FENT20/K2-30/MAMP1000/MDMA500/MTD300/OP1300/OXY100/THC50/TRA200	\$5.50	\$137.50

ORAL FLUID DRUGS OF ABUSE - For Forensic Use Only

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 102 2025	6	IScreen Oral Fluid Device AMP50/COC20/MAMP50/OP140/PCP10/THC12 - FFUO**	\$6.76	\$169.00

ROUND INTEGRATED CUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 501 0070	12	CUP AMP500/BUP10/BZO300/COC150/ETG500/FTY20/MDMA500/MET500/MOP300/MTD300/OXY100/THC25 w/adulteration (CN, pH, SG) - FFUO**	\$3.65	\$91.25

SALIVA/BREATH ALCOHOL PRODUCTS

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
01 532 0020	N/A	ACON Breath Alcohol Device .02 (20/box)	\$2.34	\$46.80

COLLECTION SUPPLIES

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031246	N/A	30 ml Urine Collection Bottle with Built-In Temp Strip	\$0.00	\$0.00
031380	N/A	6.5 oz/ Graduated Beaker	\$0.00	\$0.00
031258	N/A	Temperature Strip	\$0.00	\$0.00

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an "at cost" basis. FOB Shipping Point.

**Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.



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: August 29, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Items for the meeting September 13, 2022

It is recommended that the Board:

Approve and sign contract #PCSO00176 between the Plumas County Sheriff's Office (PCSO) and William J Spradling, an individual, doing business as Downtown Barber Shop for payments, services provided by Downtown Barber Shop from June 1, 2022 to date of approval in the amount of \$9,999.

Background and Discussion:

The term of this contract is 06/01/2022– 05/31/2023. This purpose of this agreement with Downtown Barber Shop is to provide Jail Haircuts.

Agreement has been approved as to form by County Counsel.

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 Plumas County Sheriff's Department (hereinafter referred to as "County"), and William J. Spradling, a "Sole Proprietor" dba Downtown Barber Shop (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine Thousand Nine Hundred Ninety-Nine and No/100 Dollars (\$9,999.00).
3. Term. The term of this agreement shall be from June 1, 2022 through May 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Downtown Barber Shop June 1, 2022 to 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.

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

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

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Amanda Meisenheimer

Contractor:

William J. Spradling
509 Main St
Quincy, Ca 95971
Attention: William J. Spradling

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

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

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

CONTRACTOR:

William J. Spradling, a Sole Proprietor,
dba Downtown Barber Shop

By: _____
Name: William J. Spradling
Title: Owner
Date signed

COUNTY:

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

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

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

ATTEST:

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

Approved as to form:

 _____ 8/29/2022
Joshua Brechtel
Deputy County Counsel I

EXHIBIT A

Scope of Work

1. Provide haircut and beard trim services to jail inmates once a month or on an as-needed basis upon request of Plumas County Sheriff's Office.
 - a. Haircuts
 - b. Beard Trims
 - c. Haircuts & Beard Trims

Exhibit B

Downtown Barber Shop

Proposal submitted to: Plumas County Jail	Phone (530)283-2344	Date 06Apr2021
Job Description: Barber	Contractor Name: William J. Spradling	
Job Location: Plumas County Jail – 50 Abernathy Ln	City, State, Zip Quincy, C.A. 95971	

I submit specifications and estimates for:

- Haircut: \$20.00
- Beard Trim: \$10.00
- Haircut & Beard Trim: \$20.00

I propose hereby to furnish labor and material – complete in accordance with above specifications for the sum of:
Once a month and/or need of the Plumas County Jail. Dollar amount to be determined following completion of services.

Payment to be made:
Following completion of services.

Acceptance of contract – The above prices, specifications and conditions are satisfactory and are hereby accepted.

Date of Acceptance:

Authorized signature



William J. Spradling
Barber/Owner
Downtown Barber Shop
(530)283-2344



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: AUGUST 17, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 6, 2022

RE: APPROVAL OF AGREEMENT WITH PLUMAS RURAL SERVICES
FOR CALWORKs CHILD CARE SERVICES

It is Recommended that the Board of Supervisors:

Approve a continuing contract with Plumas Rural Services for CalWORKs child care services for FY 2022-2023.

Background and Discussion:

The Department of Social Services has a continuing agreement with Plumas Rural Services, Inc. (PRS) to administer the child care services that are provided to recipients of CalWORKs cash assistance while they are participating in the mandatory Welfare-to-Work activities. As the state-recognized Alternate Payment Program (APP) administrator for all child care programs, PRS has the administrative and program resources that are necessary to carry out this work.

The services provided by PRS include information and referral, processing payments to child care providers and coordinating or delivering training to providers of child care. The agreement before your Board today contains a clause that allows for a two extensions for an additional twelve month periods. Such extensions would be subject to the availability of state funding for the additional terms and an agreement regarding compensation.

Financial Impact:

The total value of this contract is \$233,129.00 for Fiscal Year 2022-2023. Because the local administration of CalWORKs requires a Maintenance of Effort for all programs the funds for child care are from state and Federal sources. The Department's recommended budget for FY 2022-2023 contains sufficient funding for this agreement. The contract includes language for immediate termination in the event that state funds are not available for it.

Other Agency Involvement

County Counsel has reviewed the agreement and has approved it as to form.

Copy: PCDSS Management Staff (w/o enclosure)

Ms. Michelle Pillar, Executive Director, PRS (w/o enclosure)

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 CalWORKs Stage I Childcare 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 maximum reimbursable amount during the twelve-month term of this Agreement for the combined activities of the two components identified Exhibit A is anticipated to be TWO HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS (\$233,129.00). **(To the extent that adoption of a State budget for FY 2021-2022 changes this figure to a lesser amount, the parties will meet to negotiate the execution of an amended maximum reimbursement amount).**
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PRS from July 1, 2021 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.

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

section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that

Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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

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

County:

Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

22. Plumas Rural Services
711 E. Main Street
Quincy, CA 95971
Attention: Michele Piller, Executive Director
23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the

Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

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

By: _____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

ATTEST:

By: _____
Heidi White, Clerk of the Board
Date signed: _____

Approved as to form:


Sara James
Deputy County Counsel II

8/17/2022

EXHIBIT A**Scope of Work****SCOPE OF WORK****PRS Responsibilities:**

The Consultant must possess and maintain a working knowledge of the current best practices in administering the CalWORKs subsidized childcare program and have a comprehensive understanding of the issues related to providing CalWORKs clients with information regarding subsidized childcare options and processing reimbursements to childcare providers. The Consultant 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 the CalWORKs subsidized childcare program.
3. Maintain a commercial physical space in Plumas County for Participant courses.
4. Increase public awareness of the CalWORKs Subsidized Childcare programs goals to help parents access the assistance they need.
5. Perform the following responsibilities:
 - a. Provide information to CalWORKs clients regarding subsidized childcare options and place all Stage I CalWORKs clients on the Stage II and Stage III eligibility lists, as well as support parents to access other subsidized childcare programs.
 - b. Process reimbursements to childcare providers using vouchers as source documents, making payments to childcare providers in a timely manner for the expense of authorized childcare, with rates that are within 1.5 Standard Deviations of the Mean Market Rate for Plumas County.
 - c. Provide childcare referrals to local childcare providers for those Participants who require assistance in obtaining childcare.
 - d. Provide CalWORKs Participant information regarding what to look for in quality childcare and any required consumer education materials developed by the state.
 - e. Maintain a log of complaints received from parents.
 - f. Submit invoices to PCDSS for childcare support services and administrative costs and childcare provider reimbursement by the 20th of each month for expenses incurred in the previous month.
 - g. Provide data reports as requested by PCDSS and as required by AB 1542.
 - h. Coordinate the transfer of clients between CalWORKs Stages I, II and III childcare funds and subsidized funding in the larger community so as to support continuity of services to eligible children.
 - i. Inform childcare providers of training opportunities to enhance their skills.
 - j. Inform parents and childcare providers of policies regarding circumstances under which providers will not be eligible to receive payment.
 - k. Enrollment and maintenance of family files with a yearly recertification appointment.

- l. Request and receipt of parent/guardian documents for enrollment and recertification- this process requires the submittal of required current documents to ensure eligibility and need for initial/continuity of enrollment in the Child Care Payment Program.
- m. Enrollment of license-exempt child care providers – this may include the Trustline process of license-exempt childcare providers. The license-exempt childcare provider will submit their fingerprints and other required documents as applicable, which then will be submitted to Guardian for a background check.

REPORTING REQUIREMENTS

The Contract will require, among other duties and responsibilities, the submission of:

1. An annual independent financial audit, which includes the funds payable under this Agreement; and
 2. Participant data to the State of California as required by the program.
- CW115 & CW115A: <https://www.cdss.ca.gov/inforesources/Research-and-Data/Report-Form-and-Instructions>

PCDSS Responsibilities:

1. Refer CalWORKs participants to PRS in a timely manner for assistance with their childcare services needs.
2. Provide necessary CalWORKs participant information to PRS to enable PRS to develop individual childcare agreements for such participants.
3. Determine the amount of and collect overpayments from participants.
4. Reimburse PRS for childcare support service and administrative costs and childcare payments by the 15th of the month following the receipt of invoice, provided that PRS submits that invoice for reimbursement of childcare payment and cost of services incurred in the previous month associated with this Agreement.
5. Regularly provide to PRS a status report detailing clients who are eligible for Stage II or III childcare and documentation of any participant changes in CalWORKs eligibility.
6. Obtain a signed release of information from the CalWORKs participant so that information can be shared with PRS as it pertains to their childcare needs.

EXHIBIT B

**Cal-Wks Stage 1
July 1, 2022 to June 30, 2023
FISCAL REPORT**

County:	Plumas
Agency:	Plumas Rural Services
Contact Person:	Debbie Shirk, Fiscal Officer

Project Budget**PERSONNEL**

Regular Staff Salaries

Wages/Benefits

\$ 74,875.72

TOTAL PERSONNEL COSTS

\$ 74,875.72

NONPERSONNEL

Program Support

Rent, Utilities, phone, internet, audit, insurance

\$ 15,000.00

Training/ CAPPA

\$ 1,500.00

Supplies

\$ 1,500.00

Child Care Payments to Providers

\$ 133,000.00

SUBTOTAL PROGRAM SUPPORT COSTS

\$ 151,000.00

SUBTOTAL

\$ 225,875.72

Indirect

\$ 7,253.28

SUBTOTAL ADMINISTRATIVE COSTS

\$ 7,253.28

TOTAL PROJECT BUDGET

\$ 233,129.00

TOTAL EXPENSES, per this Agreement, not to exceed:**\$233,129.00**

Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. Invoices will detail amount of vouchers and provide backup information in support of services provided, including direct and administrative services.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

NEAL CIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: AUGUST 16, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 6, 2022, CONSENT AGENDA

RE: APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND
RESOURCE CENTER FOR HOUSING SUPPORT FOR HOMELESS
CALWORKS RECIPIENTS

It is Recommended that the Board of Supervisors

Approve a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$15,000. 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 agreement calls for compensation not to exceed \$15,000 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: Pam McKinnon, Program Manager
Jennifer Bromby, Staff Services Manager

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 Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (hereinafter referred to as "Contractor" or "PCIRC").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FIFTEEN THOUSAND Dollars (\$15,000.00).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PCIRC from July 1, 2022, as set forth in Exhibit "A".
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.
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 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

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

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

County:

Department of Social Services
County of Plumas
270 County Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

Plumas Crisis Intervention and Resource Center
591 West Main Street
Quincy, CA 95971
Attention: Scott McCallum, Executive Director

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

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Plumas Crisis Intervention and Resource
Center (PCIRC), a California Corporation,

By: _____

Name: SCOTT MCCALLUM

Title: CEO/CFO

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

Date signed: _____

Approved as to form:



Sara James

Deputy County Counsel II

8/15/2022

EXHIBIT A**Scope of Work****Housing Support Program**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize realignment funds provided by the Plumas County Department of Social Services (PCDSS) to develop a Child Welfare Services (CWS) Housing Program (HP) to provide homeless prevention and support services to engage parents with children participating in family reunification. The program will be offered through access to the following resources located at each of the four Family Resource & Community Wellness Center sites located in Quincy, Portola, Greenville and Chester.

PCIRC's goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CWS families into permanent housing while providing comprehensive supportive services to the family in order to stabilize and support their achievement of self-sufficiency. Services are individually tailored to meet the needs of the population served, but shall include direct case management services provided by PCIRC and services brokered through case management services.

PCIRC and PCDSS will establish a referral system to the HP for families whose only barrier to reunification with their children is a lack of permanent housing. Funds will be utilized for deposit assistance for rent and utilities as well as for time-limited rental assistance to establish permanent housing.

PCDSS shall provide PCIRC with signed releases of information forms from each family referred to PCIRC for Housing Support Services.

PCIRC will invoice the County on a monthly basis with a breakdown of each family served and invoice for all services, including case management services. Each invoice shall include, at a minimum, a description of the service provided, the title and hourly rate of the employee providing the service, and the time spent providing the service. The invoice shall include copies of all receipts for reimbursement of housing expenses provided to each family.

EXHIBIT B**Fee Schedule**

PCIRC will invoice the County on a monthly basis. In no event shall the total of the invoices received during the term of this Agreement exceed \$15,000.00, unless modified pursuant to the terms of this Agreement.

Plumas Crisis Intervention and Resource Center Budget

CWS Housing Program	\$ 15,000.00
<hr/>	
TOTAL	\$ 15,000.00



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: AUGUST 16, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 6, 2022, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN CONTRACT BETWEEN
COUNTY OF PLUMAS AND PLUMAS CRISIS INTERVENTION AND
RESOURCE CENTER FOR A CHILD WELFARE SERVICES SYSTEM
IMPROVEMENT PROJECT

It is Recommended that the Board of Supervisors

Approve a contract between the Department of Social Services and Plumas Crisis Intervention and Resource Center for case management services to children and families in the Child Welfare Services Family Reunification program. Authorize the Board Chair to sign the agreement.

Background and Discussion

Assembly Bill 636 (Steinberg), Chapter 678, Statutes of 2001, enacted the Child Welfare Services Outcome and Accountability Act of 2001. This law establishes outcome and accountability mechanisms for California's Child Welfare Services programs. The outcome assessment mechanisms are targeted toward strengthening systems used to monitor and assess the quality of services provided on behalf of abused and neglected children.

The plan includes a number of proposed improvements targeted to strengthening families and improving outcomes for children who are in the Child Welfare System. Among those elements are the following:

- Improving the availability of parenting education in the community.
- Providing in-home parenting using the evidence based Nurturing Families curriculum.
- Providing life skills training for parents with children in the CPS system.
- Utilizing wellness centers in the communities to improve connections with parents and children in the CWS system.

In accordance with these targeted improvements, the Department of Social Services has arranged for services to be provided through PCIRC's existing Wellness Centers for a set of

added services that are specific to families that are in the Child Welfare Service's Family Reunification Program.

Financial Impact

The agreement that is before the Board today is for a total of \$15,000. Funding for System Improvement Projects comes from an allocation of funds that is specifically dedicated to Child Welfare Services Outcome Improvement projects. The funds come from federal and state sources. There is no impact to the County General Fund.

Other Agency Involvement

County Counsel has reviewed the proposed agreement and approved it as to form.

Copy: Debbie Wingate, Program Manager
Jennifer Bromby, Staff Services Manager

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 Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (hereinafter referred to as "Contractor" or "PCIRC").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FIFTEEN THOUSAND Dollars (\$15,000.00).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PCIRC from July 1, 2022, as set forth in Exhibit "A".
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 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.

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Department of Social Services
County of Plumas
270 County Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

Plumas Crisis Intervention and Resource Center
591 West Main Street
Quincy, CA 95971
Attention: Scott McCallum, Executive Director

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

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Plumas Crisis Intervention and Resource
Center (PCIRC), a California Corporation,

By: _____

Name: SCOTT MCCALLUM

Title: CEO/CFO

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

Date signed: _____

Approved as to form:



Sara James

Deputy County Counsel II

8/15/2022

EXHIBIT A**Scope of Work****System Improvement Program**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize system improvement funds provided by the Plumas County Department of Social Services (PCDSS) to engage parents with children participating in family reunification with access to the following resources at each of the four Family Resource & Community Wellness Center sites located in Quincy, Portola, Greenville and Chester.

- Crisis Intervention & Support
- Case Management
- Computer & Fax Services
- Food Bank Referral
- Homeless Support Services
- Food Pantry Services
- 24/7 Dad Classes
- Paperwork Assistance
- CalFresh Applications
- HEAP
- REACH
- Salvation Army Services
- Resource & Referral Information
- Peer Counseling

PCIRC shall provide PCDSS with monthly reports that include a count of the numbers of in-person contracts made with families and individuals that were referred by PCDSS. To the extent that additional case management services are identified as needed and provided, PCIRC shall provide documentation of those needs and services. Where needed and appropriate, PCIRC shall include case management narratives for the families and persons served. As needed and appropriate, PCIRC staff will participate in case management planning for those families and individuals referred to PCIRC.

PCIRC shall invoice for all services, including case management services. Each invoice shall include, at a minimum, a description of the service provided, the title and hourly rate of the employee providing the service, and the time spent providing the service. The invoice shall include copies of all receipts.

EXHIBIT B**Fee Schedule**

PCIRC will invoice the County on a monthly basis. In no event shall the total of the invoices received during the term of this Agreement exceed \$15,000.00, unless modified pursuant to the terms of this Agreement.

Plumas Crisis Intervention and Resource Center Budget


CWS System Improvement Program	\$ 15,000.00
TOTAL	\$ 15,000.00

PLUMAS COUNTY FISH & GAME COMMISSION

P. O. Box 89, Crescent Mills, CA 95934

530-394-7762

TO: Plumas County Board of Supervisors

FROM: Ron Horton, Commission Chair 

RE: Payment of Claim

DATE: May 17, 2016

It is hereby requested that the Board of Supervisors authorize the Auditor to pay Almanor Anchor Service \$30,000 for AFA fish cages from the PG&E Settlement Funds.

Background & Discussion: The Almanor Fishing Association is a non-profit organization made up of fishermen and local citizens interested in maintaining the health and quality of the Lake Almanor fishery. Their Fish Rearing Cage Program is one of the largest and most successful pen projects in the State. These funds will allow them to replace existing cages that are failing due to age.

Thank you.

Bill To

Almanor Fishing Acciation

Almanor Anchor Service

700-390 Sierra Rd.
Susanville , California 96130
Phone: (530) 310-6567
Email: ndefabrizio@gmail.com

Payment terms Due upon receipt
Invoice # 1442
Date 08/03/2022

Description	Rate	Quantity	Total
24ft X 21ft Aluminum Fish Cage Dock With 2 openings 17ft x 9ft for the new cages to sit inside...	\$12,773.606	1	\$12,773.61
Fish Cage 8ft Tall X 8ft Deep X 16ft Long Cage materials 3x3 angel corners 2x2 angel top and bottom perimeter 2x1 channel for mid sheet supports ¼ x2 flat bar mid channel supports.	\$1,648.8257	2	\$3,297.65
Perforated 4ftx8ft Sheets	\$246.545	32	\$7,889.44
Shop Aluminum Welding	\$107.8447	56	\$6,039.30

Subtotal	\$30,000.00
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Total	\$30,000.00
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Deposit Due	\$15,000.00
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Please make checks payable to Almanor Anchor Service. Thank you, we appreciate your business.

PLUMAS COUNTY FISH & GAME
MEETING MINUTES
August 4, 2022

The meeting was called to order by Vice Chair Dave Valle.

Roll Call

Commissioners Brubaker, Rotta, Roccucci, Valle, Pleau, Magill, and Orange, were present; Commissioners Williams and Horton were absent.

Approval of July 2022 Minutes

Commissioner Rotta moved to approve the June 2022 Minutes as presented; Commissioner Magill seconded; Motion passed by voice vote.

Guests

Byron Hernandez, Game Warden - Chester

Urgency Items

Vice Chair Valle addressed the Commission regarding the procedures to follow to pay/reimburse claims and also advised that he would like to get the procedures on the website. He also asked who, among the Commissioners, has a key to the building. It was determined that Commissioner Rotta, Vice Chair Valle, and Chair Horton have keys. Commissioners Roccucci, Magill, and Brubaker didn't receive a copy of the Fish & Game Code; the secretary was asked to forward them the appropriate code sections. The Commissioners were also asked to email and let others know whether they plan to attend each meeting so that a quorum is present. Vice Chair Valle also discussed that Commissioner Williams wanted to be sure that the Commission follows Roberts Rules of Order when taking action on matters.

Correspondence & Bills

None were heard.

Public Comment:

None were heard

Old Business

- a) **Almanor Fishing Association Request for Funding:** Commissioner Roccucci distributed the bill provided by Almanor Anchor Service for the fish cages requested by the

Almanor Fishing Association at last month's meeting. Commissioner Rotta questioned that \$15,000 deposit requested and advised that the payment would most likely be in full and that no deposit would be sent. Vice Chair asked whether AFA was planning to pay the deposit; Commissioner Roccucci advised that they were, but only after the request for funding was approved by the Board of Supervisors. Vice Chair Valle questioned whether \$15,000 should go to AFA and \$15,000 to Almanor Anchor; Commissioner Roccucci was not able to answer that. Commissioner Rotta moved to approve the expenditure of \$30,000 from the PG&E settlement funds to go to Almanor Anchor Service to provide AFA with the items described on Invoice No. 1442; motion was seconded by Commissioner Orange. Motion was passed by voice vote.

- b) Discussion/Possible Action on HR 8167 – Alteration of Wildlife Funding – Valle: Vice Chair Valle advised that HR 8167 will almost repeal the Pittman-Robertson and some of the Dingell-Johnson Act funding. Pittman-Robertson was basically an excise tax enacted in the 30s for monies collected by the Feds and distributed to the States. He went on to note that last year, California received \$24 million, based on the licensed hunters in the State. Dingell-Johnson was passed in the 50s with a similar excise tax placed on fishing equipment. Vice Chair Valle went on explain that a Georgia representative wants to change this, stating that taxing Second Amendment rights is not right. If this act is passed, it will repeal the excise tax on firearms, ammunition, bows and arrows, etc., and will limit the tax on fishing rods to a maximum of \$10, it will lower the tax on outboard motors to 3 percent from 10 percent. He advised that the claim is that these monies will be replaced with a new tax on oil and gas exploration profits. He went on to state that this Act as proposed will significantly reduce the amount of funding that goes to states for fisheries and wildlife work. He further stated that Congressman LaMalfa is in favor of this Act and in repealing the other Acts. Both Amber Mouser and Stacy Anderson would advise the Commission on how much of their work is funded by these Acts if they were present. Commissioner Rotta advised that there are more than 40 hunting and gun advocacy groups that are against it. Vice Chair Valle advised that five republican senators have withdrawn their support. Vice Chair Valle further questioned whether the Commission felt a letter should be written to Congressman LaMalfa's office opposing the Act; Commissioner Rotta questioned what the Commission's responsibility would be for writing a letter like that. Commissioner Rotta suggested that the Commission could advise the Board of Supervisors that the Commission is against repealing Pittman-Robertson and all the benefits associated with it. Commissioner Magill advised the Commission on the history of the Pittman-Robertson/Dingell-Johnson Acts. Further discussion was had; no action will be taken by the Commission at this time.

New Business:

- a) Lake Almanor Cold Water Curtain – Orange: Commissioner Orange advised that in 2004 Lake Almanor came up for relicensing and then in 2017 Bucks Lake came up

for relicensing and was approved a month ago. It took five years for Bucks Lake to be relicensed and it's been 20 years for Lake Almanor. The State wanted to have a cold-water curtain for Lake Almanor, many opposed it, but the cold-water curtain for Lake Almanor is still very much alive. Currently they are operating on a year-by-year extension of the license. Commissioner Rotta asked Commissioner Orange to explain the benefits and non-benefits of the curtain. Commissioner Orange responded that the benefits included cooling the water downstream by a few degrees, but that Lake Almanor's water temperature would rise. It was further reported that there are no benefits to PG&E, but that the Feds and the water board are in favor of the curtain. Further discussion was had regarding the curtain and Commissioner Orange advised that he would attempt to get more information to present to the Commission at a future meeting.

Reports

Warden Reports:

Warden Hernandez commented on overloads being taken from Hamilton Branch and his issuance of citations when necessary. He's also been issuing litter citations. He further commented that deer populations are looking good but that there is an over population of bears and other predators that are not being properly managed and are taking down fawns. Commissioner Rotta asked whether the signs were removed from the Mt. Hough refuge; Warden Hernandez advised that he'd removed most of them. Warden Hernandez reported that Commissioner Orange helped with the signage at Butt Valley Reservoir about the special closure from the last day in February to the Monday preceding Memorial Day due to the estuary. He explained that the closure is from the powerhouse where the outflow is at Butt Valley Reservoir down to the marker adjacent to the campsite.

Biologist Reports:

No biologists were present.

Commissioner Reports:

Commissioner Magill questioned whether anyone knew how much money is in the wolf/livestock compensation fund. Commissioner Magill advised that he would try to determine how much money is in the fund and where it came from. Commissioner Orange advised that he believes the money is from the Department of Agriculture. Commissioner Magill questioned whether anyone was on the California Wolf Stakeholder working group or knew anything about it. Commissioner Rotta believes it's probably the core group that put together the wolf plan a few years back.

Commissioner Roccucci reported that he would like to see the Commission meeting open with the Pledge of Allegiance stating that the meetings are held in the Veteran's Hall and there is

a flag. He questioned whether this was something the Commissioners could all agree to or whether it needed to be placed on a future Agenda. Commissioner Orange stated that it should just be added to the Agenda for the next meeting and decided upon at that time.

Commissioner Orange reported that Amber Mouser is on her way to Idaho but that upon her return she and Commissioner Orange will meet with Ron Decota and she will receive all the information he compiled after being a biologist in Plumas County for 30 years. Commissioner Orange further reported that his son, who lives on LaPorte Road, has been having bear problems. A bear killed his daughter's 4-H goat the night before it was to be shown at the fair, they've had several chickens killed over the last several months, and they lost another goat earlier. He has electric fencing in an attempt to keep it out, but it hasn't worked. Stacey Anderson gave Commissioner Orange the number for the contact person in Sacramento to report the bear issues. He was advised to send photos of the damage and now that person will come up to inspect the damage and issue a depredation permit. He will continue to watch the process to see how it goes and report back to the Commission at the next meeting. Commissioner Magill commented on how electric fencing should be installed. Commissioner Valle commented that his electric fence with three hot strands has kept every critter out, including bears. He further stated that the controller has to send a minimum of 9,000 volts through the wire to deter a bear. Vice Chair Valle stated that the controller should be as strong as possible with several grounding rods, with the ground being kept moist around them.

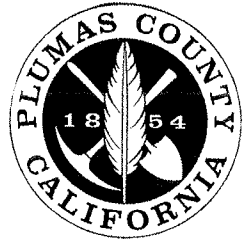
Commissioner Rotta advised that he will not be at the September meeting. Vice Chair Valle advised that both he and Chair Horton won't be at the September meeting. Based on the confirmed absence of Commissioners, the September meeting is cancelled.

Dorothy J. Miller

Dorothy J. Miller, Recording Secretary

**PLUMAS COUNTY BEHAVIORAL HEALTH
SERVICES**

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



Sharon Sousa, LMFT, Interim Director

DATE: September 6, 2022

TO: Honorable Board of Supervisors *SS*

FROM: Sharon Sousa, LMFT, Interim Director

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Behavioral Health Administrative Services Officer

Recommendation

Approve the filling of the funded and allocated position of 1.0 FTE Behavioral Health Administrative Services Officer in Department 70570. This position was approved and funded in the 2022-2023 budget.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Behavioral Health Administrative Services Officer position which was vacated due to retirement. The position was approved and funded in the 2022-2023 budget.

This position would be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the positions outlined in this letter.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCBH request to fill 1.0 FTE Behavioral Health Administrative Services Officer position.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the position is critical to the operation of the fiscal needs of the department**
- Why is it critical that this position be filled at this time?
This position needs to be filled in order to provide timely completion of the fiscal responsibilities of the department to the County and the State.
- How long has the position been vacant? **The position was vacated February 17, 2022 due to retirement.**
- Can the department use other wages until the next budget cycle? **This position is budgeted in FY 22/23**
- 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? **Timely flow and completion of claims, contracts, related accounting documents and time sensitive grant requirements would be negatively impacted**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
There is a potential for the Behavioral Health Department to suffer the loss of revenue from State grants without proper management of revenue and expenditures. Most grants require applications to receive the funding and a plan of expenditure uses for the current and upcoming budget year. Without timely cost reporting, funds could be delayed.
- 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.**

BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES OFFICER

DEFINITION

Under general direction, plans, develops and manages multiple administrative and fiscal responsibilities within a county health services department, such as Public Health or Behavioral Health. Performs complex administrative, budgetary, systems, statistical and other management analyses in support of projects, activities and functions for specified departments. This position works closely with the Department Head in policy and procedure development and implementation; and performs related work as assigned.

DISTINGUISHING CHARACTERISTICS

This is a single management level classification that has considerable latitude in exercising independent judgment and decision making in administrative, financial and program management support. Duties may vary, however the range of responsibilities are centered upon planning, management and evaluation of multiple programs, projects and/or activities. The position is specific to a large Behavioral Health Department funded by a multitude of complex funding streams including State Realignment, direct federal funding from agencies such as HRSA, SAMSHA, CDC, etc., a wide variety of California State categorical funding, local funding, and client based fee for service programs.

REPORTS TO

Behavioral Director or Deputy Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Health Department Fiscal Officer I/II, Support Services Tech, Behavioral Health Site Coordinators. In addition this position may supervise subordinate supervisory and support personnel in other divisions of the department as directed by the Behavioral Health Director.

BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES OFFICER – 2

EXAMPLES OF DUTIES

- Plans, develops, coordinates, conducts and implements or directs implementation of a variety of fiscal and administrative programs, projects and/or activities within the Department, including directing and evaluating a wide variety of federal, state, and local funding streams.
- Plans, develops, coordinates, and provides administrative oversight to patient billing and collection revenue streams.
- Provides direction and supervision for subordinate supervisory, professional and/or support staff and provides for staff training and professional development.
- Assists with the staffing, and selection process of personnel.
- Conducts employee performance evaluations, counsels employees and participates in recommendation of corrective or disciplinary actions as appropriate.
- Directs purchasing, collection and/or external claim reimbursement activities.
- Assesses program/project scope and need, determines funding, staffing and other resource requirements.
- Assists with developing and administering departmental budgets and program/project budgets.
- Represents the Department at financial audits for state and federal awarded funds and others as applicable.
- Oversees the preparation or prepares purchasing documents/contracts facilitating purchasing procedures for the Department.
- Identifies obstacles, evaluates alternative courses of action and makes recommendations which may include such areas as organizational structure, staffing, facilities, equipment, cost analysis, fiscal reporting, productivity or policy or procedure modifications.
- Serves as a technical expert on administrative, programmatic, financial and related issues and strategies; assists in developing goals, objectives and work standards for the Department.
- Coordinates activities and serves as liaison with other County departments and/or other agencies.
- Participates in developing and administers program/project budgets.
- Performs program/project recordkeeping.
- Interprets and applies a variety of complex policies, rules and regulations; provides information to employees, other departments and outside organizations which may require tact and judgment.
- Performs specialized department management, administrative support, fiscal administrator and staff support assignments.
- Confers with representatives of other governmental agencies, boards and commissions, vendors, public and others.

BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES OFFICER – 3

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 various office equipment.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment. Occasionally works outside; some exposure to variations in temperature and humidity; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- County policies, rules and regulations.
- Departmental functions, activities, operations, rules, policies and procedures.
- Pertinent State and Federal regulations and procedures of Accounting Standards.
- Policies and Procedures for County health services related Departments.
- Supervisory principles and practices, including work planning, direction, evaluation, training and discipline.
- Accounting principles and practices.
- Budget development and control.
- Grant development and administration.
- Computer applications, particularly as related to statistical analysis and recordkeeping.
- Applicable laws and regulations related to specified publicly funded health services programs and activities.

Ability to:

- Plan, organize, develop, and implement a variety of programs, projects and/or activities related to County health services departments.
- Developing, implement and administering complex County administrative and financial programs and meeting critical deadlines.
- Evaluate the effectiveness of programs and services, and make necessary changes and improvements.
- Analyze administrative, budgetary, operational and organizational problems, evaluate alternatives and reach sound conclusions.
- Assign, schedule supervise, and evaluate staff; including review of work assigned to subordinate supervisory professional and support staff and training staff in work procedures.

BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES OFFICER – 4

Ability to - continued:

- Interpret, explain and apply regulations and policies related to various County programs and activities.
- Effectively represent the County and the Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Preparing clear and concise reports, correspondence and other written materials.
- Maintain accurate records and files.
- Exercising sound independent judgment within established guidelines.
- Use of computer and appropriate software for fiscal and administrative functions.
- Procure, develop and administer grant funding programs. Prepare and maintain grant funding records and reports.

TRAINING AND EXPERIENCE

Required qualifications for this position:

Four (4) years of experience as the Department Fiscal Officer II in a health services related department such as Public Health or Behavioral Health,

OR

Equivalent completion of courses required for a major in Business Administration at an accredited four (4) year college or university; a minimum of two (2) years experience in a position equivalent to Plumas County Department Fiscal Officer II; and one (1) year in a supervisory position.

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. Exception to this requirement may be considered on a case by case basis.

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 Behavioral Health Department
August 2022

Director
VACANT

Administrative Services Officer VACANT	Behavioral Health Data Manager Jadea McGee	MHSA Coordinator Kristy Pierson	Unit Supervisor - Nursing Eliza Fletcher	AOD Program Admin VACANT	Unit Supervisor Kathy Schwartz	Interim Director Unit Supervisor Sharon Sklar	Continuing Care Coordinator Jacque Martinez-Blanton
Facilities Manager Karl Harbert	Information Systems Technician Sam Schuppert	Office Supervisor Nate Smiley	Behavioral Health LVN Jessica Ayotte	BH Case Management Specialist I/III Jeff Ayler	BH Therapist III Nate Ward	BH Therapist III VACANT	BH Case Management Specialist I/III Peggy Corbett
Management Analyst Cira Shellen	Information Systems Technician-Extra Help Jay Herrin	Clinical Records Specialist Robert McGee	LVN VACANT	BH Case Management Specialist I/III Christina Carney	BH Therapist III Eric Fletcher-Chavez	BH Therapist III VACANT	BH Case Management Specialist I/III Ingrid Thibault
Support Services Technician Sam Chandler	Case Management Specialist I/III Wynne Hayward	Administrative Assistant III Amy Miller		BH Therapist III Gary Sorenson	BH Therapist III Jarnia Barkholder	BH Therapist III VACANT	BH Case Management Specialist I/III Rob Johnson
Support Services Technician VACANT	BH Therapist III VACANT	Administrative Assistant III VACANT		BH Case Management Specialist I/III Deanne Enghol	BH Therapist Kegan Hood*	BH Therapist III VACANT	BH Case Management Specialist I/III Ray Shivers
						BH Therapist III Amanda Lamott*	BH Case Management Specialist I/III VACANT
						Extra Help Therapist VACANT	BH Case Management Specialist I/III Madeline Bullen
							BH Case Management Specialist I/III Sarah Hulse
							BH Case Management Specialist I/III Doreen Noble

44- Funded and Allocated in 20/21
46- Allocated and Funded 22/23
11- Vacant Positions
(Pink boxes Extra Help)

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES


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



Sharon Sousa, LMFT, Interim Director

DATE: September 6, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa, LMFT, Interim Director 

SUBJECT: Request for approval to recruit and fill fully funded vacant 1.0 FTE Behavioral Health Alcohol and Other Drug Program Administrator

Recommendation

Approve the filling of the funded and allocated position of 1.0 FTE Behavioral Health Alcohol and Other Drug Program Administrator in Department 70580. This position was approved and funded in the 2022-2023 budget.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Behavioral Health Alcohol and Other Drug Program Administrator position which was vacated due to resignation. The position was approved and funded in the 2022-2023 budget.

This position would be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the positions outlined in this letter.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCBH request to fill 1.0 FTE Behavioral Health Alcohol and Other Drug Program Administrator position.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the position is critical to the operation of the AOD department**
 - Why is it critical that this position be filled at this time?
This position needs to be filled in order to continue to provide timely and effective services to the community
 - How long has the position been vacant? **The position was vacated September 9, 2022 due to resignation.**
 - Can the department use other wages until the next budget cycle? **This position is budgeted in FY 22/23**
 - 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? **Program development, oversight, and grant reporting.**
 - What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
Delay in the development of AOD programing that meets State Drug MediCal billing will lead to a loss of revenue for AOD services provided.
 - 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 Substance Abuse Black Grant (SABG) 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.**

BEHAVIORAL HEALTH ALCOHOL AND DRUG PROGRAM ADMINISTRATOR

DEFINITION

Under the Behavioral Health Director, this position plans, organizes, develops and manages the functions, services, and programs of publicly funded Alcohol and Drug Programs and Services in Plumas County; is responsible for the development and evaluation of programs and services; may serve as a spokesperson for assigned programs; establishes assigned unit policies and goals within the general policies and goals of the Plumas County Alcohol and Drug Programs and Services Policies and Procedures; under the direction of the Behavioral Health Director serves as a liaison with community, regional, State or Federal agencies on County Alcohol and Drug Program and Services and issues; performs special assignments as directed.

DISTINGUISHING CHARACTERISTICS

This is a Mid-Management position with the responsibility for the administration of the Plumas County Alcohol and Drug functions, programs and services to Plumas County residents.

REPORTS TO

Behavioral Health Director or Deputy Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

BEHAVIORAL HEALTH ALCOHOL AND DRUG PROGRAM ADMINISTRATOR - 2

EXAMPLES OF DUTIES

- Assist with the planning a County wide program of prevention, treatment, and recovery services for Alcohol and Drug related problems.
- Recommends to the Behavioral Health Director the provision of services, establishment of facilities, and service contracts.
- Prepares an annual report for the Board of Supervisors relating to all activities of the County's Alcohol and Drug Programs and Services.
- Maintains statistical information for the preparation of a variety reports, including Board of Supervisors annual report.
- Keep up-to-date on new legislation and directives from state and federal agencies.
- Align with the Department of Health Care Services plan for behavioral health integration and partnership with primary care partners.
- As directed by Behavioral Health Director, works with the State Department of Alcohol and Drug Programs.
- Supports best practices for a Drug Medi-Cal plan that increases the likelihood of recovery and wellness and supports effective client-centered practices
- Develops grant proposals to seek additional services and funding revenues for the department.
- Monitors grant activities for compliance issues according to grant specifications, document activities for reporting purposes, and provide technical assistance as needed to support program success.
- Support fiscal department with required budget / fiscal documentation as needed.
- Keep required records as specified by regulations, directives, and other requirements.

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 usually performed in an office environment along with continuous contact with staff and the public.

BEHAVIORAL HEALTH ALCOHOL AND DRUG PROGRAM ADMINISTRATOR – 3

KNOWLEDGE OF

- Principles and procedures of program development, coordination and implementation.
- Alcohol and Drug problems and issues and their relationships to the development and delivery of alcohol and drug program services.
- Federal, State and County laws and regulations applicable to alcohol and drug programs.
- Comprehensive alcoholism and drug programs elements, services systems, techniques and models.
- Principles, techniques and practices of effective alcohol and drug program development and administration.
- Budget development and expenditure control.
- Principles and practices of organization, administration, and public personnel management.
- Requirements, administrative techniques, and record keeping necessary for securing, maintaining, and effective functioning of grant programs.
- Operating policies and general functions of appropriate State and Federal agencies.

ABILITY TO

- Develop, negotiate and monitor contracts for services.
- Present and interpret factual and statistical data.
- Oversee the development and administration of a variety of grants.
- Be responsible for the development, maintenance, and preparation of a variety of alcohol and drug services program statistics, records, and reports.
- Direct the preparation of clear and concise reports.
- Effectively represent the Alcohol and Drug Programs and Services in contacts with the public, community organizations, and government agencies.
- Establish and maintain effective and cooperative working relationships including those with the Alcohol and Drug Advisory Committee.

BEHAVIORAL HEALTH ALCOHOL AND DRUG PROGRAM ADMINISTRATOR – 4

TRAINING AND EXPERIENCE:

Qualifications required for this position:

Graduation from an accredited four year college with a degree in Public Health, Public Administration, a Social, Behavioral or Health Science field. In addition, 5 years of programmatic and administrative experience in Substance Use Disorder, Medical, Mental Health or Public Health programs which provided prevention, treatment and recovery services. Two years of the required five years of experience must have included management level responsibility for program planning, administration and supervision of services.

OR

Graduation from a recognized college/university with a Master's Degree in Psychology, Counseling, Psychiatric Nursing, Social Work, Health Administration, Public Health,

OR

Public Administration or possession of a valid California License as a Clinical Social Worker "LCSW" or Marriage and Family Therapist "MFT" or Clinical Psychologist. In addition, 5 years of experience in Substance Use Disorder, Medical, Mental Health or Public Health programs which provided a continuum of prevention, treatment and recovery services.

SPECIAL REQUIREMENTS:

Must possess a valid driver's license at time of application and a valid California Driver's License at time of appointment. The valid California Driver's License must be maintained throughout employment.

Participation in quarterly meetings of the County Alcohol and Drug Program Administrators Association of California, as required by the Negotiated Net Amount agreement with California Department of Health Care Services, Division of Alcohol and Drug Programs.

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 Behavioral Health Department
August 2022

Director
VACANT

Administrative Services Officer VACANT	Behavioral Health Quality Manager Doreen MacFar	MHSA Coordinator Kirsty Pierson	Unit Supervisor - Nursing Eliza Fletcher	AOD Program Admin VACANT	Unit Supervisor Kathy Schwartz	Interim Director Unit Supervisor Sharon Souza	Continuing Care Coordinator Jacque Martinez-Blanton
Fiscal Officer Kyle Harrier	Information Systems Technician Sami Schlegelm	Office Supervisor Niki Smiley	Behavioral Health LVN Jessica Ayotte	BH Case Management Specialist III/III Jeff Azzanes	BH Therapist III Maggie Ward	BH Therapist III VACANT	BH Case Management Specialist I/III Peggy Cornett
Management Analyst Cecilia Shattuck	Information Systems Technician-Extra Help Jey Hemphill	Clinical Records Specialist Robert McGill	LVN VACANT	BH Case Management Specialist I/III Christina Cornett	BH Therapist III VACANT	BH Therapist III Eric Pacheco-Chavez	BH Case Management Specialist I/III Tanya Tansie
Support Services Technician Sam Chandler	Case Management Specialist I/III Wynne Hestwood	Administrative Assistant II Amy Miller		BH Therapist III Gary Sanderson	BH Therapist III James Elukhalla	BH Therapist III Kagan Horvath	BH Case Management Specialist I/III Rach Johnson
Support Services Technician VACANT	BH Therapist III VACANT	Administrative Assistant II VACANT		BH Case Management Specialist I/III Deanne Brown	BH Therapist III VACANT	BH Therapist III Jasente Larnething	BH Case Management Specialist I/III VACANT
						Extra Help Therapist VACANT	BH Case Management Specialist I/III Madeline Sullivan
							BH Case Management Specialist I/III Sarah Pease
							BH Case Management Specialist I/III Bethany Wolfe

44- Funded and Allocated in 20/21
46- Allocated and Funded 22/23
11- Vacant Positions
(Pink boxes Extra Help)



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DEPUTY COUNTY COUNSEL
KRISTINA ROGERS
PARALEGAL

August 22, 2022

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

SUBJECT: Approval of Settlement Funding Agreement to Implement Tax Neutrality Requirement Lake Almanor Planning Unit (Maidu Cemetery)

Background: Under the Settlement Agreement between Pacific Gas and Electric (“PG&E”) and the California Public Utilities Commission (“CPUC”), the Pacific Forest and Watershed Lands Stewardship Council (“Stewardship Council”) was created to oversee the “Land Conservation Commitment.” Pursuant to the Settlement Agreement, certain lands owned by PG&E were to be conserved for beneficial public values, including the protection of natural habitats, the preservation of open space, outdoor recreation, sustainable forestry, agricultural uses, and historic value.

As part of the Land Conservation Commitment, PG&E has transferred to the Maidu Summit Consortium, which is a nonprofit, tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, the Lake Almanor Planning Unit (Maidu Cemetery). The Settlement Agreement requires that transfers of PG&E Watershed Lands not adversely impact local tax revenue, and requires an appropriate entity provide property tax revenue, other equivalent revenue source, or a lump sum payment so the totality of the dispositions will be tax neutral to the County.

The County and Stewardship Council have been in discussions since 2012 to develop a mutually acceptable lump-sum payment from the Stewardship Council to the County to satisfy the Tax Neutrality Requirement. While the Parties are not in total agreement on the appropriate methodology for calculating the amount of such lump sum payment or the process of coordinating with special districts and County staff, the County has decided to accept the “funding allocation” payment as alternatives are cost prohibitive and improbable.

Under the terms of this Settlement Funding Agreement to Implement Tax Neutrality Requirement Lake Almanor Planning Unit (Maidu Cemetery) the Stewardship Council will make payment of two hundred sixty-eight thousand eight hundred and fourteen dollars (\$268,814) to the County based on the Tax Neutrality Payment Calculation for the property outlined in Exhibit B of the Agreement.

Proposal: The County accept the payment amount of two hundred sixty-eight thousand eight hundred and fourteen dollars (\$268,814) and authorize the Chair to sign the Settlement Funding Agreement.

Action:

It is recommended that the Board of Supervisors approve the attached Agreement and authorize the Chair to sign the Agreement.

END OF MEMORANDUM

**Settlement Funding Agreement
to Implement Tax Neutrality Requirement
Lake Almanor Planning Unit (Maidu Cemetery)**

This Settlement Funding Agreement to Implement Tax Neutrality Requirement ("**Agreement**") is entered into as of the Effective Date (defined below) by and between the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation ("**Stewardship Council**"), and County of Plumas, a public entity ("**County**") (each a "**Party**" and collectively the "**Parties**") with reference to the following facts, circumstances, and terms:

RECITALS

- A. The Stewardship Council was created to oversee the "**Land Conservation Commitment**" described in (1) that certain Settlement Agreement among Pacific Gas and Electric Company ("**PG&E**"), PG&E Corporation, and the California Public Utilities Commission (the "**Commission**"), as modified and approved by the Commission in its Opinion and Order of December 18, 2003 (Decision 03-12-035) (the "**PG&E Settlement Agreement**"); and (2) that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "**Stipulation**"). The Stewardship Council has limited assets and no foreseeable sources of revenue, and consequently the Stewardship Council is anticipated to dissolve or otherwise wind down or cease to operate in the future as contemplated by the PG&E Settlement Agreement and Stipulation.
- B. Pursuant to the PG&E Settlement Agreement and Stipulation, certain lands owned by PG&E at the time of the PG&E Settlement Agreement (the "**PG&E Watershed Lands**") are to be conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The Stewardship Council is charged with developing a Land Conservation Plan ("**LCP**") for the protection and enhancement of the PG&E Watershed Lands.
- C. In connection with the Land Conservation Commitment, PG&E has transferred to eligible organizations those PG&E Watershed Lands located in Plumas County described below in Section 2 (the "**Property**") and Exhibit A.
- D. The PG&E Settlement Agreement requires that the transfer of PG&E Watershed Lands will not adversely impact local tax revenue, and the Stipulation requires that an appropriate entity provide property tax revenue, other equivalent revenue source, or a lump sum payment so that the totality of the dispositions in each affected county under the Land Conservation Commitment will be tax neutral for that county ("**Tax Neutrality Requirement**").
- E. On August 14, 2014, the Commission approved Resolution E4644 ("**CPUC Resolution**"). The CPUC Resolution confirms its endorsement of the "Guidelines Regarding Satisfaction of Tax Neutrality and the Property Tax Neutrality Methodology" which was adopted and

amended by the Stewardship Council for application in satisfying the Tax Neutrality Requirement as summarized in **Exhibit C** (the “**Tax Neutrality Methodology**”).

- F. Since early 2012, the County and the Stewardship Council have been in discussions in an effort to develop a mutually acceptable amount of a lump-sum payment that the Stewardship Council will make to the County to satisfy the Tax Neutrality Requirement in connection with PG&E's transfer of the Property. While the Parties are not in total agreement on the appropriate methodology for calculating the amount of such lump sum payment and the process of coordinating with special districts and County staff, the County has decided to accept the ‘funding allocation’ payment with alternatives being cost prohibitive and improbable. By and through this Agreement, County and Stewardship Council desire, among other things, to confirm and acknowledge that the Tax Neutrality Requirement has been met for the Property that is the subject of this Agreement.
- G. In consideration of the covenants and obligations set forth herein, the Stewardship Council will provide to the County, and the County will accept, the funds described in Section 3 below, to satisfy the Tax Neutrality Requirement for PG&E's transfer of the Property, all subject to the terms and conditions described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, and the mutual covenants and obligations of the Parties herein contained, the Stewardship Council and County agree as follows:

1. Effective Date and Term. This Agreement shall become effective as of the last date it has been signed by both Parties (“**Effective Date**”). The provisions of this Agreement shall survive the Stewardship Council's dissolution, winding down or ceasing operations.

2. Property. The Property consists of approximately one hundred forty-one (141) acres of real property located in the County of Plumas, State of California, within what is commonly known as the Lake Almanor Planning Unit (Maidu Cemetery) and as more particularly described in Exhibit A attached and incorporated by this reference. The Property has been transferred by PG&E on April 15, 2022 to the Maidu Summit Consortium (“**MSC**”), which is a nonprofit, tax exempt organization under Section 501(c) (3) of the Internal Revenue Code (“**IRC**”), and is not a private foundation as defined in section 509(a) of the IRC.

3. Funding Allocation. Within 60 days of the Effective Date, the Stewardship Council will pay County the sum of **Two Hundred Sixty-Eight Thousand Eight Hundred and Fourteen Dollars (\$268,814)** (“**Funding Allocation**”), based upon the Tax Neutrality Payment Calculation for the Property in **Exhibit B**.

4. Satisfaction of Tax Neutrality Requirement.

- a. The Parties acknowledge and agree that the Tax Neutrality Requirement with regard to PG&E's transfer of the Property to MSC is fulfilled with the Stewardship Council's payment to the County in accordance with Section 3 above.
- b. The County hereby waives and releases all claims, currently known or unknown, relating to the final calculation of the Funding Allocation and the Tax Neutrality Methodology that was used by the Stewardship Council to determine the amount of the Funding Allocation.

5. Risk of Loss; Waiver and Release; Estoppel.

a. County hereby waives and releases the Stewardship Council and any of the Stewardship Council's direct and indirect past, present and future shareholders, partners, members, trustees, officers, directors, principals, parents, subsidiaries, affiliates, employees, agents, contractors, transferees, successor(s), and assignees (collectively, the "**Related Entities**"), from all claims, currently known or unknown, which may arise from any reduction or loss of Funding Allocation, or potential or actual tax loss, and County is estopped from asserting that the Funding Allocation was not a reasonable payment in lieu of taxes, or otherwise does not satisfy the Tax Neutrality Requirement with regard to PG&E's transfer of the Property to MSC.

b. County expressly waives any benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

6. Distribution of Funding Allocation to Other Local Agencies. County agrees to pay reasonable and timely distributions from said Funding Allocation to special districts and other local agencies consistent with the methodologies described in Division 1 of the California Revenue and Taxation Code. Distributions from the Funding Allocation shall be the sole responsibility of the County, and the Stewardship Council shall have no responsibility to verify or ensure that such distributions are paid or made consistent with the methodologies described in Division 1 of the California Revenue and Taxation Code.

7. Record Keeping. County will record and account for the Funding Allocation separately on its books of account, charge expenditures made in furtherance of the purposes of this Agreement against the Funding Allocation, and keep records adequate to enable the use of the Funding Allocation with regard to distributions to special districts and local agencies pursuant to Section 6 to be checked readily by the Stewardship Council or its designee, or to the extent permitted by the California Public Records Act, by members of the public.

8. Communications. The Stewardship Council may include information regarding this Agreement and County in its periodic public reports, press releases, or other public communications.

9. County's Representations. County represents that it was represented by Counsel in connection with the negotiation of this Agreement and that in agreeing to execute this Agreement gave due consideration to all relevant factors, including the current and future property tax potential of the Property and any development potential the Property might have had.

10. Due Authorization. This Agreement and the performance of County's obligations under it are duly authorized and executed, and are, or will be upon the Effective Date, legal, valid, and binding obligations of County; the resolution adopted by the County's Board of Supervisor's confirming same shall be attached to this Agreement as **Exhibit D**. No

consent of any judicial or administrative body, government agency, or other party is required for County to enter into and/or to perform County's obligations under this Agreement, except as has already been obtained. County warrants and represents that it is a political subdivision of the State of California or is otherwise an organization described in Section 170(c) (1) or Section 511(a) (2) (B) of the IRC, and that the undersigned representative of County is duly authorized and empowered to sign this Agreement.

11. Indemnification. County hereby agrees to indemnify, defend, and hold harmless the Stewardship Council and any of the Related Entities, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that any one or more of them may incur or suffer and that result from, or are related to, breach of this Agreement by County or any liability or claim made by the County or by any third party in connection with the County's use, management, or distribution of the Funding Allocation.

The Stewardship Council hereby agrees to indemnify, defend, and hold harmless the County, and the County's past, present, and future officers, directors, and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that any of them may incur or suffer and that result from, or are related to, breach of this Agreement by the Stewardship Council.

12. Third Party Beneficiaries. The Related Entities are express third party beneficiaries of this Agreement and shall be entitled to enforce the provisions hereof against County.

13. Attorney Fees. In the event of any action or proceeding to enforce a term or condition of this Agreement, or any action or proceeding in any way arising from this Agreement, the prevailing Party in such action, or the non-dismissing Party when the dismissal occurs other than by a settlement, will be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith. The "**Prevailing Party**", for purposes of this Agreement, will be deemed to be that Party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

14. Assignment. The benefits to be provided under this Agreement are personal to County, and may not be assigned or transferred by County without the prior written approval of the Stewardship Council. The Stewardship Council may assign its rights and obligations hereunder to a third party upon written notice to County. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit and burden of the Parties and their respective heirs, successors and assigns.

15. Amendment; Entire Agreement. This Agreement may not be amended or modified except by written instrument signed by both Parties. This Agreement constitutes the entire understanding of the Parties concerning the subject matter hereof, and supersedes any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein.

16. Invalidity of Provision. If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under

circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

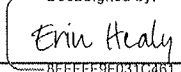
17. Headings. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings.

18. Governing Law. This Agreement shall be governed by the laws of the State of California.

19. Counterparts. This Agreement may be executed in counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, Stewardship Council and County have entered into this Funding Agreement to implement the Tax Neutrality Requirement as of the Effective Date.

Pacific Forest and Watershed Lands Stewardship Council,
a California Nonprofit Public Benefit Corporation

By: 
8FFFFF9F03TC461...

Title: Executive Director, Erin Healy

Date: 8/1/2022

COUNTY OF PLUMAS

By: _____

Title: Kevin Goss, Chair Board of Supervisors

Date: _____

ATTEST:

Heidi White, Clerk of the Board of Supervisors

By: _____

Approved as to form:

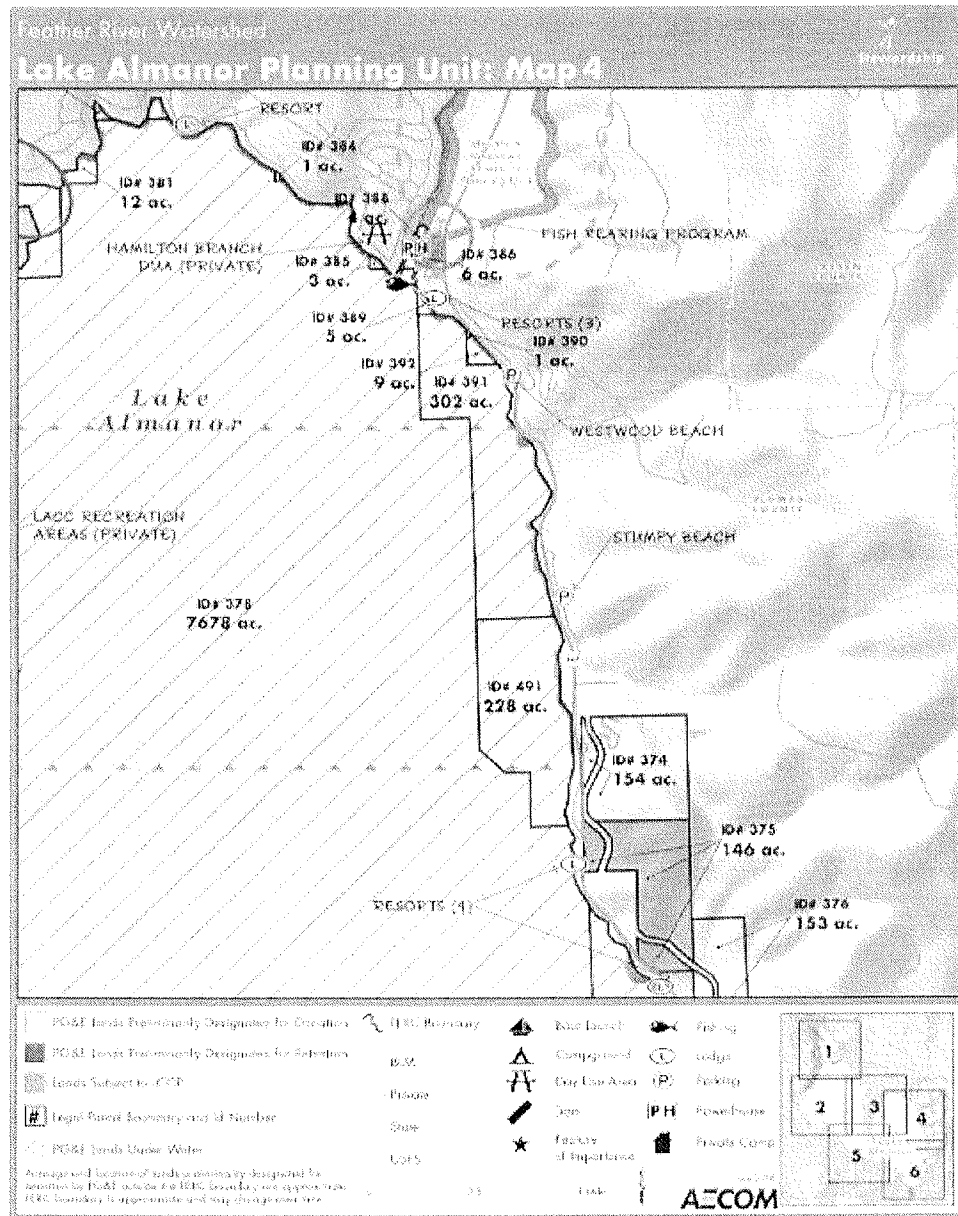


8/1/2022

Gretchen Stuhr
Plumas County Counsel

Exhibit A
Lake Almanor Planning Unit (Maidu Cemetery)

The "Property" is indicated by the yellow colored area in the map below, also described as the SBE and APN numbers as shown in Exhibit B.



**Exhibit A
Legal Description
Lake Almanor Planning Unit (Maidu Cemetery)**

RESULTANT PARCEL 1

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 3 AND 10, TOWNSHIP 27 NORTH, RANGE 8 EAST, MOUNT DIABLO MERIDIAN, AS RECORDED IN VOLUME 9, PAGE 372 OF PATENTS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, DESCRIBED THEREIN AS FOLLOWS:

THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3 AND THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 10.

EXCEPTING THEREFROM ALL THOSE CERTAIN PARCELS OF LAND WITHIN SAID SECTIONS 3 AND 10, DESCRIBED IN A DOCUMENT AS PARCEL 1 AND PARCEL 2, RECORDED IN VOLUME 65, PAGE 267 OF DEEDS OF THE COUNTY OF PLUMAS.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN PARCEL OF LAND WITHIN SAID SECTIONS 3 AND 10, AS RECORDED IN BOOK 68, PAGE 315 OF DEEDS OF THE COUNTY OF PLUMAS.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN PARCEL OF LAND WITHIN SAID SECTIONS 10, AS RECORDED IN BOOK 135, PAGE 13 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, DESCRIBED THEREIN AS FOLLOWS:

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 10, LYING ON THE SOUTHWESTERLY SIDE OF THE SOUTHWESTERLY BOUNDARY LINE OF THE RIGHT-OF-WAY OF PLUMAS COUNTY ROAD, ROUTE NO. 315.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 3/4 INCH IRON PIPE TAGGED "L.S. 2322" MARKING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 3 AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 6 OF RECORDS OF SURVEY, AT PAGE 55, PLUMAS COUNTY RECORDS; THENCE ALONG THE MID-SECTION LINE THEREOF, NORTH 01°03'25" WEST, A DISTANCE OF 1,317.03 FEET (*SHOWN AS N 0° 33' W, A DISTANCE OF 1317.58 FEET ON SAID MAP*) TO A 1/2 INCH IRON PIPE MARKING THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3 AS SHOWN ON SAID MAP; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF, SOUTH 89°31'24" WEST, A DISTANCE OF 724.70 FEET TO A POINT ON THE EASTERLY LINE OF A 225-FOOT RIGHT-OF-WAY OF THE WESTERN PACIFIC RAILROAD AS SHOWN ON SAID MAP, SAID POINT BEING THE NORTHERLY TERMINUS OF A LINE HAVING A

BEARING OF NORTH 17° 21' EAST AND A DISTANCE OF 234.38 FEET AS SHOWN ON SAID MAP; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°31'24" WEST, A DISTANCE OF 209.53 FEET TO A POINT ON THE WESTERLY LINE OF A 175 -FOOT RIGHT-OF-WAY OF THE WESTERN PACIFIC RAILROAD AS RECORDED IN SAID VOLUME 65, PAGE 267 OF DEEDS OF THE COUNTY OF PLUMAS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID WESTERLY LINE NORTH 16°50'35" EAST, A DISTANCE OF 68.09 FEET TO A POINT LYING 65.00 FEET NORTHERLY, AT RIGHT ANGLES, FROM THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3; THENCE WESTERLY, PARALLEL WITH SAID SOUTH LINE, SOUTH 89°31'24" WEST, A DISTANCE OF 361.62 FEET; THENCE NORTH 19°05'24" WEST, A DISTANCE OF 94.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 147 (FORMERLY KNOWN AS COUNTY HIGHWAY ROUTE NO. 315), THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 14°42'40" WEST, A DISTANCE OF 57.73 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 3, SAID POINT BEING THE **POINT OF TERMINATION**.

CONTAINING 141.10 ACRES, MORE OR LESS.

THE FOREGOING DESCRIPTION IS BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 1, NAD 83 (NSRS 2007)(EPOCH 2011.00). THE DISTANCES ARE GRID, TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY A COMBINED SCALE FACTOR OF 0.9997178

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

Exhibit B
Tax Neutrality Payment Calculation,
Lake Almanor Planning Unit (Maidu Cemetery)
Plumas County

THE STEWARDSHIP COUNCIL

LAKE ALMANOR PLANNING UNIT (Maidu Cemetery)

Approved Donee: MSC Plumas County

					FORMULA		FORMULA	
	Parcel ID	SBE #	APN	Site Description	Total Parcel Acres	Acres Retained by PG&E	Acres Donated	Percentage of total acres
Lake Almanor	375	117-32-2-4	106-040-015-000	Watershed	392.4	-	121.6	30.99%
Lake Almanor	375	135-32-44-1	n/a	Lake Almanor & Caribou Westwood	10.3	-	10.3	100.00%
Lake Almanor	375	117-32-2-2	106-040-016-000	Watershed	9.7	-	9.1	93.81%
Totals					412.4	0.0	141.0	

						FORMULA	FORMULA	FORMULA	FORMULA
	Parcel ID	SBE #	Plumas County	Assessed Value	Property Tax Rate	Sum of Taxes on Donated	Sum of Taxes on All Acres	Lump Sum on All Land	Lump Sum on % of Donated Land
Lake Almanor	375	117-32-2-4		26,189	1.16950%	94.92	306.28	7,657.01	2,373.12
Lake Almanor	375	135-32-44-1		410,800	1.16950%	4,804.31	4,804.31	120,107.65	120,107.65
Lake Almanor	375	117-32-2-2		533,500	1.16950%	5,853.35	6,239.28	155,982.06	146,333.69
Totals						10,752.58	11,349.87	283,746.72	268,814.45

TAX NEUTRALITY CALCULATION ON DONATED LANDS ONLY

Exhibit C
Tax Neutrality Methodology

PROPERTY TAX NEUTRALITY METHODOLOGY

INTRODUCTION

The Settlement Agreement¹ and Stipulation² that established the Land Conservation Commitment require that the Land Conservation Plan being developed by the Stewardship Council provide property tax revenue, other equivalent revenue source, or a lump sum payment, so that the totality of dispositions in each affected county will be “tax neutral” for each county. Section 4.3 of Volume I of the Land Conservation Plan (“LCP”) adopted by the Stewardship Council in November 2007 described the Stewardship Council’s potential strategies and anticipated approach to achieving property tax neutrality at a programmatic level

More recently, on September 17, 2009, the Stewardship Council adopted a funding policy. This policy further clarified the Stewardship Council’s approach to property tax neutrality and identified several potential vehicles to achieving this requirement. On March 30, 2011, the Stewardship Council adopted a set of guidelines which describe scenarios in which the Stewardship Council will make property tax payments to affected counties and further defined a set of overarching assumptions regarding property tax neutrality payments.

The estimated total tax liability that would be subject to tax neutrality will depend upon the total acreage actually transferred, and the types of organizations receiving fee title to the lands.

PURPOSE OF PROPOSED METHODOLOGY

The purpose of this methodology is to establish a standard payment process when lands are transferred to organizations that are exempt from paying property taxes. The following methodology will be applied to all counties which experience a loss in property tax revenues due to a recommended donation of fee title as part of the Stewardship Council’s Land Conservation Commitment.

¹ *Opinion Modifying the Proposed Settlement Agreement of Pacific Gas & Electric Company, PG&E Corporation and the Commission Staff, and Approving the Modified Settlement Agreement*, December 18, 2003: http://www.stewardshipcouncil.org/documents/Settlement_Agreement.pdf

² *Stipulation Resolving Issues Regarding the Land Conservation Commitment*, September 25, 2003: http://www.stewardshipcouncil.org/documents/Stipulation_Agreement.pdf

DETERMINING TAX NEUTRALITY PAYMENT AMOUNT

Following the Stewardship Council approval of a fee-title donation, the Stewardship Council will work with the affected county to calculate the payment amount for inclusion in the Stewardship Council's Land Conservation and Conveyance Plan ("LCCP").

1. Using the legal description and/or survey of lands identified for transfer to an organization which is exempt from paying property taxes, the Stewardship Council and PG&E will prepare an estimate of the annual taxes on lands to be donated. If assessed values on the lands recommended for donation change prior to the transfer of land, the Stewardship Council will revise the payment calculation included in the proposed tax neutrality funding agreement prior to its execution by the Parties.
2. The reduction in annual taxes caused by the donation of acres to organizations exempt from property tax will constitute the "**Annual Base Value**" for the funding calculation.
3. The Stewardship Council will provide a draft funding agreement for county review and approval using Annual Base Value. The draft funding agreement is expected to include, among other items, the following acknowledgements by the county:
 - a. Payment by the Stewardship Council satisfies the tax neutrality requirement as specified in the Settlement and Stipulation for the subject fee-title donation.
 - b. The county has issued (or will not reasonably withhold) a Welfare Tax Exemption for the new landowner, if required.
 - c. In consideration for the additional administrative responsibility of the county to set up the process to allocate payments to special districts, the Stewardship Council has made a \$3,000 payment to the county for county's anticipated costs to perform such activities for the first fee title donation of lands in the county. Said payment was made at the time the Stewardship Council made its first lump-sum tax neutrality payment to the county. For subsequent fee title donations, if a county expects to incur more than \$3,000 in costs to perform such activities, then it shall make a request to the Stewardship Council for increased funding no later than 60 days following the recording of the grant deed for each additional fee title donation or the execution of a tax neutrality funding agreement, whichever comes later. The Stewardship Council will review each funding request and provide the county with sufficient funds to cover all reasonable anticipated costs
4. The Stewardship Council will fund the settlement amount according to the terms of the tax neutrality funding agreement as described in number 3 above no later than 60 days following the recording of the grant deed for the fee title donation or the execution of a tax neutrality funding agreement, whichever comes later.

LUMP SUM FUNDING PROPERTY TAX NEUTRALITY PAYMENT

Lump-sum payment

Lump-sum payment in satisfaction of property tax neutrality would be calculated based upon the net present value of the Annual Base Value at the time that lands are removed from the property tax rolls. The lump-sum payment will be calculated using a discounted cash flows analysis for perpetual payment streams, otherwise known as a Capitalization Rate ("**Cap Rate**").

The Cap Rate calculation requires an assumption of a long-term rate of return on comparable investments, and a long-term inflation rate. In order to develop a Cap Rate for a lump-sum payment, the Stewardship Council considered multiple long-term inputs, including long term equity and fixed income returns (Dow Jones Industrial Average, S&P 500, U.S. Treasury, CalPERS), weighted average borrowing costs for subject counties, and discount rate assumptions for pension and other post-employment benefits.

Based upon the analysis described above, **the Stewardship Council is offering counties a Cap Rate of 4.0%** to be used in the calculation of a lump-sum payment in satisfaction of property tax neutrality. The calculation for arriving at a lump-sum payment is as follows:

$$\text{Lump Sum Value} = \text{Annual Base Value} \div 4.0\%$$

The following table provides an example of the application of the Cap Rate to various Annual Base Values:

Annual Base Value	\$500	\$1,000	\$5,000	\$10,000
Lump Sum at 4.0%	\$12,500	\$25,000	\$125,000	\$250,000

Lump-sum payments would be allocated based upon the applicable Tax Rate Area at the time of payment. The Stewardship Council envisions making these lump-sum payments as unrestricted payments in lieu of property taxes. Counties and special districts would be free to determine the best use of the funds pursuant to the needs of the county or special district, including, if desired investment in a shared investment pool of the county's choosing.

**Exhibit D
County Resolution**

RESOLUTION NO. 20 — 8538

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE FUNDING AGREEMENTS
TO IMPLEMENT TAX NEUTRALITY REQUIREMENT**

WHEREAS, the Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation ("Stewardship Council"), was created to oversee the "Land Conservation Commitment" described in that certain Settlement Agreement among Pacific Gas and Electric Company ("PG&E"), PG&E Corporation, and the California Public Utilities Commission (the "Commission") as modified and approved by the Commission in its Opinion and Order of December 18, 2003 (Decision 03-12-035) (the "Settlement Agreement"); and that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "Stipulation"); and

WHEREAS, pursuant to the Settlement Agreement and Stipulation, certain lands owned by PG&E at the time of the Settlement (the "PG&E Watershed Lands") are to be conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The Stewardship Council is charged with developing a Land Conservation Plan ("LCP") for the protection and enhancement of the PG&E Watershed Lands; and

WHEREAS, the Settlement Agreement requires that the LCP assess that any donation will not adversely impact local tax revenue, and the Stipulation requires that an appropriate entity provide property tax revenue, other equivalent revenue source, or a lump sum payment so that the totality of the dispositions in each affected county under the Land Conservation Commitment will be tax neutral for that county ("Tax Neutrality Requirement"); and

WHEREAS, in consideration of the covenants and obligations set forth herein, the Stewardship Council intends that the funding be provided to Plumas County as described below and the County desires to accept such funding, all subject to the terms and conditions described in the Agreement.

WHEREAS, although it has been the County's position that the lump sum payments provided by the Settlement Funding Agreements are unlikely to provide full "tax neutrality" because: 1) the assumed "Cap Rate" of four percent (4%) is insufficient; 2) public agency restrictions on investments will not generate a comparable rate of return; and 3) it fails to account for future inflation growth or development, the County has reluctantly decided to accept the lump sum payments as meeting the Tax Neutrality Requirement since it is unlikely to be cost effective to pursue a legal challenge.

WHEREAS, the County and the Stewardship Council also desire to confirm and acknowledge that the Stewardship Council will make a \$3,000 payment to County for the County's administrative costs to set up the process to allocate payments to special districts consistent with the methodologies described in Division 1 of the California Revenue and Taxation Code; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, County of Plumas, State of California, that the Board of Supervisors hereby elects to receive Tax Neutrality Requirement payments in a lump sum payment to the County within 60 days after the closure of each applicable land donation or the execution of a tax neutrality funding agreement whichever comes later and authorizes the County Administrator to sign the agreement.

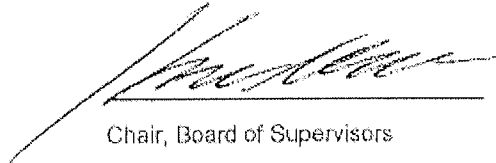
BE IT FURTHER RESOLVED, that the County Administrator, or designee, is authorized to take such actions and/or execute such documents as may be necessary or appropriate to implement the Funding Agreements.

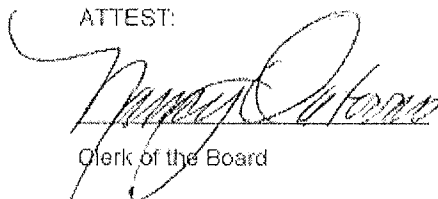
The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 10th day of November, 2020 by the following vote:

AYES: SUPERVISORS SIMPSON, THRALL, ENGEL, COSS

NOES: NONE

ABSENT: NONE


Chair, Board of Supervisors

ATTEST:

Clerk of the Board



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

August 29, 2022

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

A blue ink signature of Gretchen Stuhr, County Counsel, is written over a horizontal line.

SUBJECT: Authorize County Counsel to move forward with minor remodel and carpet cleaning of 1446 E. Main Street building

Background: The Office of the County Counsel has operated out of the Courthouse for years (decades). However, over the course of this time we have run out of space to store files in our office. The few filing cabinets we currently have are full to capacity and though we try to clean them out yearly, we have run out of space to store our current, active files. Human Resources, County Counsel and Risk Management work closely together on many issues for the County. The three departments wish to collocate to the Old Probation Building (1446 E. Main Street) in East Quincy. This will make collaboration between our three offices even more efficient and allow for increased space for all three departments moving forward. The building currently has five offices, however, seven will be needed to meet confidentiality requirements. This can be achieved with a minor remodel by adding four walls to create two additional offices. This will allow County Counsel to have sufficient offices for our four staff members. Given the confidentiality of our work, some of which cannot be shared with any other department, County Counsel staff must have separate, locking offices.

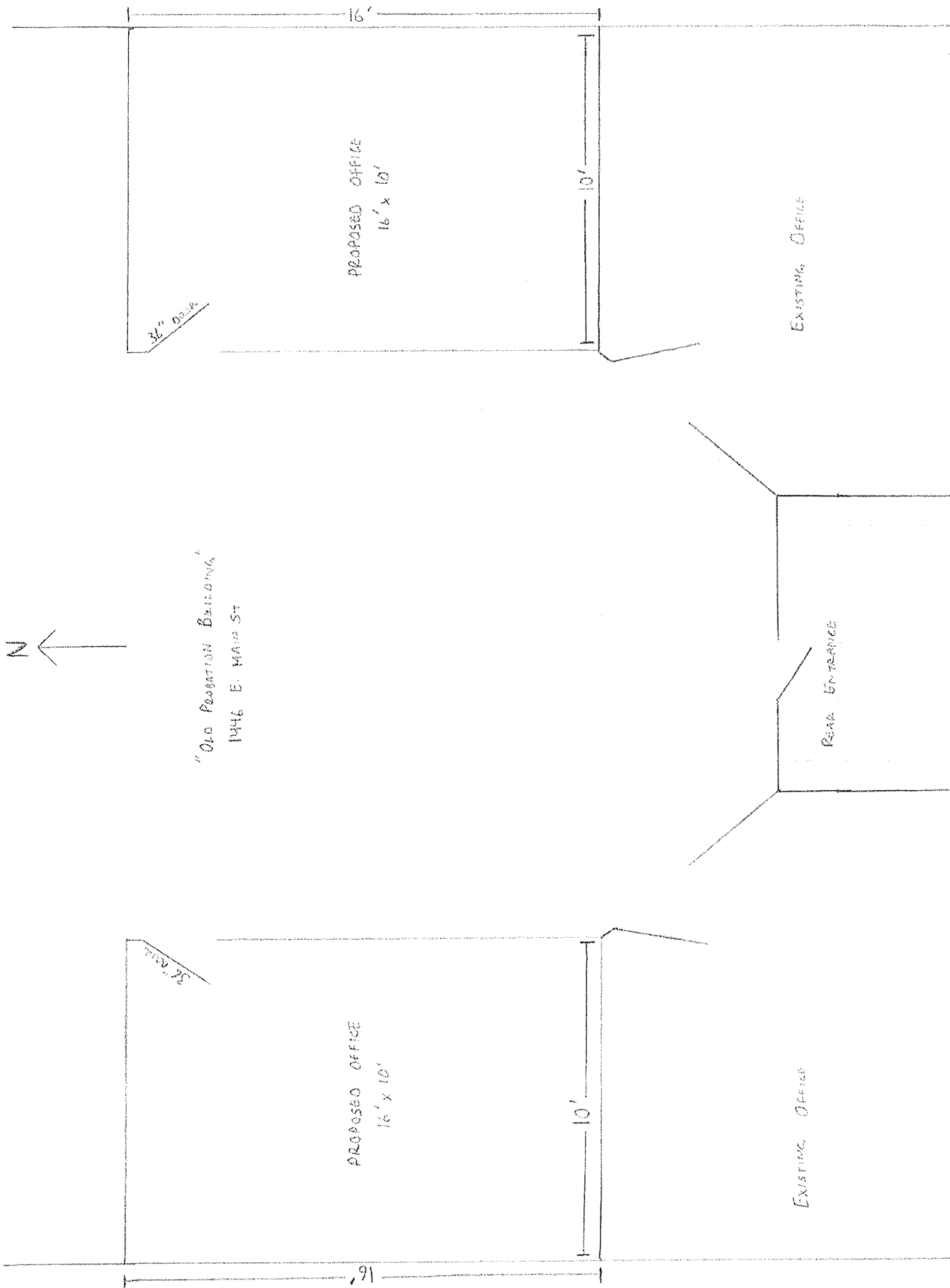
Proposal: Attached is the estimate for the minor remodel to construct four walls, including electric and duct work. Also attached are two estimates for carpet cleaning. When CalOES was using the building, one of their employees brought his dogs to the office. The dogs, on several occasions, defecated in the floor, necessitating the cleaning of the carpets. Under the terms of the agreement with CalOES, this office believes we should be able to get reimbursement for the carpet cleaning from the State.

The total estimated cost for the minor remodel materials is \$3,631.08. Labor will be provided by the Facilities Department. The total permit cost is \$302.02. The estimated cost for the carpet cleaning is \$1,890.00, which should be reimbursed by the state under

the terms of the lease agreement. Under the terms of the lease agreement with PG&E, the County received \$3,200 for rental income. This amount will be applied towards the cost of the minor remodel.

Action: Authorize County Counsel to move forward with the minor remodel and carpet cleaning of 1446 E. Main Street building.

END OF MEMORANDUM



NBPFEE02
PAGE NO: 1

Building Permit Fee Print

DATE: 08/10/2022
TIME: 10:52:53

Permit: XX C/R: Contr:
Stat: Xref: Sub:
Rcvd: 08/10/2022 Time: Office: Exp:
Iss: Time: Age: Closed:

Owner: Estimate calculation
Site:

Lot:

FeeCd	Modif	SF/Qty	Tp	Desc	Permit-Fee	SMIP-Val
5.0	NSR	160	S	OFFICE	151.01	0
5.0	NSR	160	S	OFFICE	151.01	0

the totals below may not be accumulated how you might expect

Total	Permit	PlanChk	Insp	Misc	SMIP	Impact	Value
302.02	302.02	118.98	183.04	.00	.00	.00	0

MOUNTAIN BUILDING SUPPLY
PO BOX 99
1947 LEE ROAD
QUINCY, CA 95971
PHONE: (530) 283-0924

PAGE NO 1

PLUMAS COUNTY FACILITY SERVICE 198 ANDY'S WAY	
QUINCY	CA 95971

CUST#: 1734
TERMS: NET 10TH

DOC #: 949103
DATE : 8/ 3/22 TIME : 3:01
CLERK: JW TERM#551
SLSPR: 04 JAMIE
TAX : 001 CA SALES TAX

EXP. DATE: 8/10/22

EST.#: 949103

* ESTIMATE *

LN#	QTY	UM	SKU	DESCRIPTION	UNITS	SUGG	PRICE/PER	EXTENSION
1	6	EA	2410DFS	2X4-10' DF STD/BTR	6		9.75 /EA	58.50
2	4	EA	2416DFS	2X4-16' DF STD/BTR	4		18.00 /EA	72.00
3	75	EA	24STUD	92-1/4" PRE CUT STUD	75		7.50 /EA	562.50
4	.50	EA	4820DFS	4X8-20' GRN DF #1/BTR	.50		169.00 /EA	84.50
5				1@10'				
6	13	SF	R1315K40	R13 15" KRAFT INSUL 40 SQ FT	13		33.99 /SF	441.87
	2		SWITCHES				1.50 EA	3.00
	6		RECEPTACLES				1.50 EA	9.00
	10		NAILON BOXES				1.50 EA	15.00
	1		3/4 FLEX CONDUIT	25' Roll			40.00	40.00
	1		12/2 ROMEX WIRE	250' Roll			200.00	200.00
	22		1/2x12' SHEET ROCK				30.00 EA	660.00
	2		10" x 25' INSULATED DUCT PIPE				123.00	246.00
	2		Y FITTING 10"				293.00	586.00
	2		36" x 80" Prehung Door (1xRH) (1xLH)				200.00	400.00
								3,378.37
CA SALES TAX								244.93
1% CA LUMBER TAX								7.78
								3,631.08
								1219.37
								88.41
								777.50
								7.78

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

(BRUCE ROBBINS)

TAXABLE	1219.37
NON-TAXABLE	0.00
SUBTOTAL	1219.37
TAX AMOUNT	96.19
TOTAL AMOUNT	1315.56

X

Received By

BOBS JANITORIAL & CARPET CLEANING

135 Railway Ave Quincy, Ca. 95971

PHONE (530)-283-3737

August 11, 2022

Plumas County
Quincy Ca, 95971
Attn: J.D. Moore

Re: Bid for Carpet Cleaning Old Probation Building

Carpet Cleaning —————\$1890.00

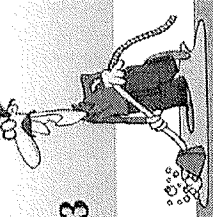
Total —————\$1890.00

-----Tim Ringo
-----Bob's Janitorial Services

Marty's CARPET CARE & REPAIR

700734

530-283-0423



Marty Swisher
P.O. Box 4295 Quincy, Ca. 95971

CUSTOMER'S ORDER NO. JD 283-6063	DEPT. Quot	DATE 8/16/00
NAME PCEs		
ADDRESS 1446 East main St		
CITY, STATE, ZIP Quincy CA 95971		

SOLD BY: <u>1</u>	CASH <u>1</u>	C.O.D. <u>1</u>	CHARGE <u>1</u>	ON ACCT. <u>1</u>	MISC RFD. <u>1</u>	PAID OUT <u>1</u>
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QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	3650 Sq ft		
2	Front Section of		
3	Building & Offices	\$1275.00	
4			
5			
6	1950 Sq ft		
7	Rear Section of		
8	Building	\$685.00	
9			
10			
11	Thank,		
12	you,		
13			
14			
15	Total	\$1960.00	

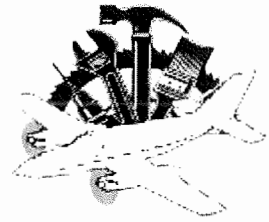
RECEIVED BY:



JD Moore
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: **September 6, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve and authorize Board Chair to sign Resolution approving the application for grant funds from the Recreational Trails Program (RTP).

Recommendation

Approve and authorize Board Chair to sign Resolution approving the application for grant funds from the Recreational Trails Program (RTP).

Background and Discussion

The Recreational Trails Program (RTP) is an assistance program of the Department of Transportation's Federal Highway Administration (FHWA), which provides funds to the States to develop and maintain recreational trails, and trail related facilities for both motorized and nonmotorized trail projects.

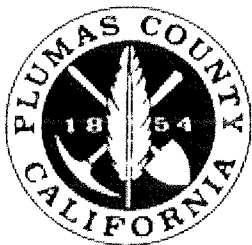
Plumas County (grantee) partners with Sierra Buttes Trail Stewardship and the United States Forest Service to develop and maintain motorized, and nonmotorized recreational trails within Plumas County. The RTP grant funds will be used for the development of approximately 20 miles of motorized, multi-use trails in the Mt. Hough area.

The RTP grant amount is \$489,042.00 and requires a 12% match, which will be funded by Sierra Buttes Trail Stewardship and/or other Off Highway Vehicle (OHV) funds. Therefore, the County will not be responsible for any costs associated with the RTP grant.

Approved as to form by County Counsel.

Resolution

The resolution is in the form the Federal Highway Administration (FHWA) requires.

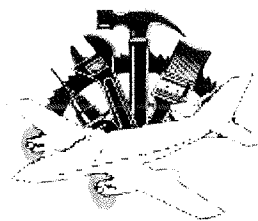


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

The resolution appoints the Director of Facility Services & Airports as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.

Attachment

Recreational Trails Program (RTP) resolution.

Resolution No: 2022-_____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS,
STATE OF CALIFORNIA APPROVING THE APPLICATION FOR GRANT FUNDS FROM
THE RECREATIONAL TRAILS PROGRAM

WHEREAS, the Fixing America's Surface Transportation Act (FAST-ACT) provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and

WHEREAS, the Applicant will enter into a Contract with the State of California to complete the Project(s);

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California hereby:

1. Approves the filing of an Application for the Recreational Trails Program; and
2. Certifies that the Project is consistent with the Applicant's general plan or the equivalent planning document; and
3. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this Application, sufficient funds to operate and maintain the Project(s); and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the Director of Facility Services & Airports as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.

6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and Adopted the ____ day of _____, 20____.

I, the undersigned, hereby certify that the foregoing Resolution Number 2022-____ was duly adopted by the Board of Supervisors of the County of Plumas, State of California following a roll call vote:

Ayes:

Noes:

Absent:

Kevin Goss
Chair, Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

PLUMAS COUNTY LIBRARY

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



Lindsay Fuchs
County Librarian

DATE: August 24, 2022

TO: Honorable Board of Supervisors

FROM: Lindsay Fuchs, Plumas County Librarian

RE: Approve the MOU with Plumas Unified School District to operate the Library out of the Greenville High School with new hours. Adopt the Resolution to update the established county office hours for Plumas County Library.

Recommendation:

Approve the MOU with Plumas Unified School District to operate the Library out of the Greenville High School with new hours.

Adopt the Resolution to update the established county office hours for Plumas County Library.

Background:

Plumas County Library is committed to providing direct library services to the Greenville and surrounding areas post-Dixie Fire. One of the short-term steps is using a standing location to operate the library out of for the area until a more long-term and/or permanent solution is available (such as the bookmobile.) We originally used a classroom out of the Greenville Elementary School with PUSD approval. That agreement ended May 31, 2022 so PUSD could prepare for the 22/23 school year. PUSD approved moving the Library to a new classroom on their High School campus for the next fiscal year and we began using the new room on June 4, 2022. Our original schedule was Tuesdays and Thursdays from 10:30am-1:30pm and 2:00pm-6:00pm, and Saturdays from 11:00 am - 3:00pm.

PUSD now have students on their campus as they start the new school year. Due to safety concerns of having adult members of the public on campus during school hours, as well as safety concerns about cars being driven on the campus pathways when children are outdoors, PUSD has requested the Library refrains from being open during school hours, which end at 3:30pm. In order to keep the location to operate a library out of in the direct Greenville area,

we are requesting we change the Library hours to match non-school hours. Our new schedule would be Tuesdays – Thursdays from 3:30pm-7:30pm and Saturdays from 11am-3pm until the end of the school year. The Library will also monitor usage to see if the additional day of Wednesday and/or if the late hours are worth continuing at the mid-year.

Fiscal Impact

Staff will be serving .5 hours per week less than the original schedule, which equals a wage amount of \$7.88, saving \$323.08 for 41 weeks of use (Sept - May.) Room usage will increase an additional day for a cost of \$20 total per day of use for a total of \$820 for 41 weeks of use (Sept - May.) The changes in cost will keep us below the original MOU's maximum compensation amount for PUSD.

MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY LIBRARY
AND
PLUMAS UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Library Department (hereinafter referred to as LIBRARY) and Plumas Unified School District (hereinafter referred to as PUSD).

WHEREAS, PUSD provides the location to the LIBRARY.

WHEREAS, LIBRARY operates as a library using the location of the Greenville High School (117 Grand St. Greenville CA 95947) Classroom 402 and access to the bathrooms nearby. There is no use of the kitchen allowed.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. Responsibilities of Plumas Unified School District

1. PUSD provides the location for the Library and access to the bathrooms outside of the Library. They will allow use of general furniture such as tables and chairs. Access to the location is only available to the public after school hours (which start at 3:30pm) and on weekends during the school year. The Library employee Courier or the staff member acting as the Courier is granted access to the campus during school hours to perform Courier related services on behalf of the Library. The Library staff member opening Greenville Library on school days is allowed access on the campus earlier than 3:30pm to perform opening duties for the Library.
2. PUSD will provide a key to Library personnel.
3. PUSD is responsible for all custodial duties, including cleaning and stocking the communal restrooms, and removal of garbage, when school is in session, unless PUSD covers custodial duties during summer months.

B. Responsibilities of the Library

1. LIBRARY operates their Library, including circulation duties, programming, and other related library services.
2. LIBRARY will provide staff. All Library personnel are hired by the County and have therefore completed LiveScan background checks, reference checks, and HR/Risk Management orientation.

3. LIBRARY will provide any additional furniture required. (There is limited furniture available.) LIBRARY will not do any alterations to the facility without the prior permission and express written consent of PUSD. LIBRARY with permission from PUSD may borrow furniture from PUSD, to be returned when requested by PUSD.
4. LIBRARY will provide hot spots for WiFi access, laptops for computer use, and any other technical devices. PUSD does not have WiFi or telecommunications available at the Greenville campus at this time.
5. LIBRARY will follow all County and State requirements related to COVID-19, such as mask mandates.
6. LIBRARY is responsible for all custodial duties, including cleaning and stocking the communal restrooms, and removal of garbage, when school is not in session, unless PUSD covers custodial duties during summer months.
7. LIBRARY will be required to submit a Certificate of Insurance to Patty McCutcheon, with Plumas Unified School District named as additionally insured, with liability limits of no less than \$1,000,000.00, prior to receiving keys to the facility.
8. PUSD assumes no liability, and LIBRARY is responsible for ensuring the safety of their staff and patrons inside the classroom.

C. Mutual Responsibilities.

1. PUSD and LIBRARY have permission to promote this collaboration on social media and website platforms, as well as in newspapers.
2. Tenant will not do any alterations to the facility without the prior permission and express written consent of PUSD.
3. Each party shall defend, indemnify, 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, volunteers, or employees.

D. Compensation.

Utility costs will be \$20 per day, per room used. LIBRARY will submit payment to PUSD by the 15th of the month, for the prior month's occupancy,

with the room number and dates used. The total amount paid by Library to PUSD under this Agreement shall not exceed Four thousand, five hundred Dollars (\$4,500.00).

E. Effective Date.

This Agreement is effective June 1 2022 through August 31 2023. Prior agreements are null and void effective with the execution of this agreement as evidenced by the signatures below. Each party may terminate this agreement by providing a 30-day written notice. The parties agree to periodically review the terms prescribed in this agreement to assure that it remains consistent with each agency's policies, practices and regulations. Any modification will occur upon mutual review and by mutual consent.

County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PUSD from June 1, 2022 to date of approval of this agreement by the Board of Supervisors.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this

_____ day of _____.

Plumas Unified School District

By: _____

Name: William Roderick

Title: Superintendent, PUSD

Date signed: _____

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

By: _____

Kevin Goss, Chair

Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

Plumas County Resolution Number _____

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

WHEREAS, the Board of Supervisors has previously adopted an Established County Office Hours schedule for County Departments including Plumas County Library by Resolution 21-8614 pursuant to Government Code section 24260 and Plumas County Code section 2-4.201; and

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

WHEREAS, the schedule for the Greenville Branch found in Exhibit A of Resolution 21-8614, is in need of updating; and

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

WHEREAS, the current and updated schedule for Plumas County Library as outlined in Exhibit "A" goes into effect September 7, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Plumas County Board of Supervisors that Resolution 21-8614 is hereby amended to incorporate the new Plumas County Library service hours beginning on September 7, 2022, set forth in Exhibit "A".

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

AYES:

NOES:

ABSENT:

Kevin Goss, Chair
Plumas County Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

Exhibit A

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

Quincy:

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

Chester:

Summer Schedule (April 1 – Oct 31):

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

Winter Schedule (Nov 1 – March 31):

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

Greenville:

Tuesday- Thursday	3:30p.m. - 7:30 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Portola:

Summer Schedule (April 1 – Oct 31):

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

Winter Schedule (Nov 1 – March 31):

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



For the September 6, 2022 meeting of the Plumas County Board of Supervisors

To: Honorable Board of Supervisors



Effective September 9, 2022, the Admin Assistant I/II or Office Assistant I/II/III of Public Health has promoted within the Department. The Department is requesting to fill this vacancy.

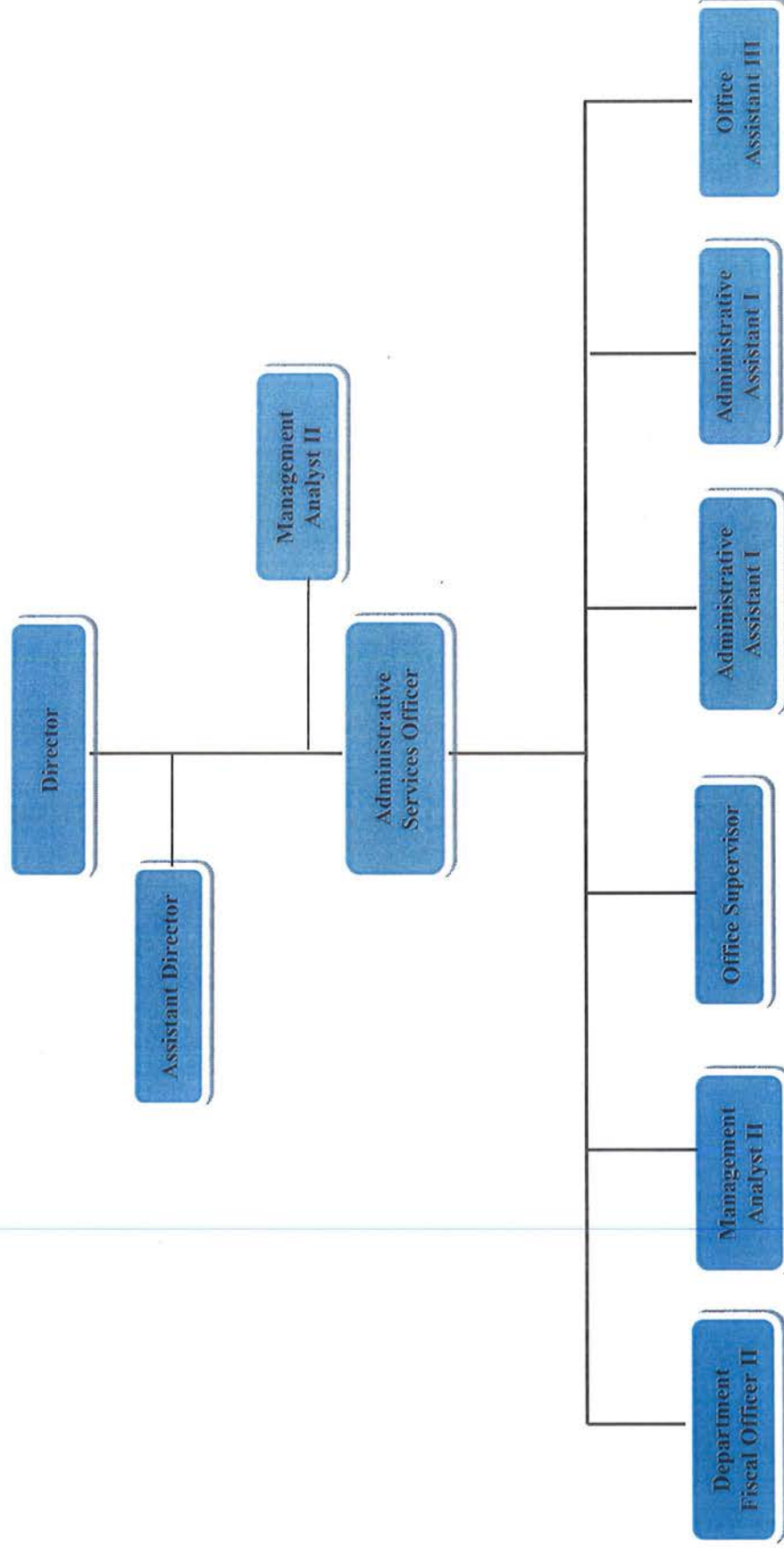
This position is able to be funded as allocated in the FY22/23 Public Health budget that will be adopted in September 2022.

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

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Admin Assistant I/II or Office Assistant I/II/III in the Public Health Department.

PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION

1



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Admin Assistant/Office Assistant – Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
Administrative Assistants and Office Assistants are the workforce for administrative services, which supports the operations unit of the Department.
- Why is it critical that this position be filled at this time?
Admin Assistants/Office Assistants provide consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
Effective 8/29/2022.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255



AGENDA REQUEST

For the September 6, 2022 meeting of the Plumas County Board of Supervisors

August 29, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill the vacancy of one (1) FTE Admin Services Officer of Public Health position.

Background:

Effective September 9, 2022, the Admin Services Officer of Public Health has resigned from the Department. The Department is requesting to fill this vacancy.

Fiscal Impact:

This position is able to be funded as allocated in the FY22/23 Public Health budget that will be adopted in September 2022.

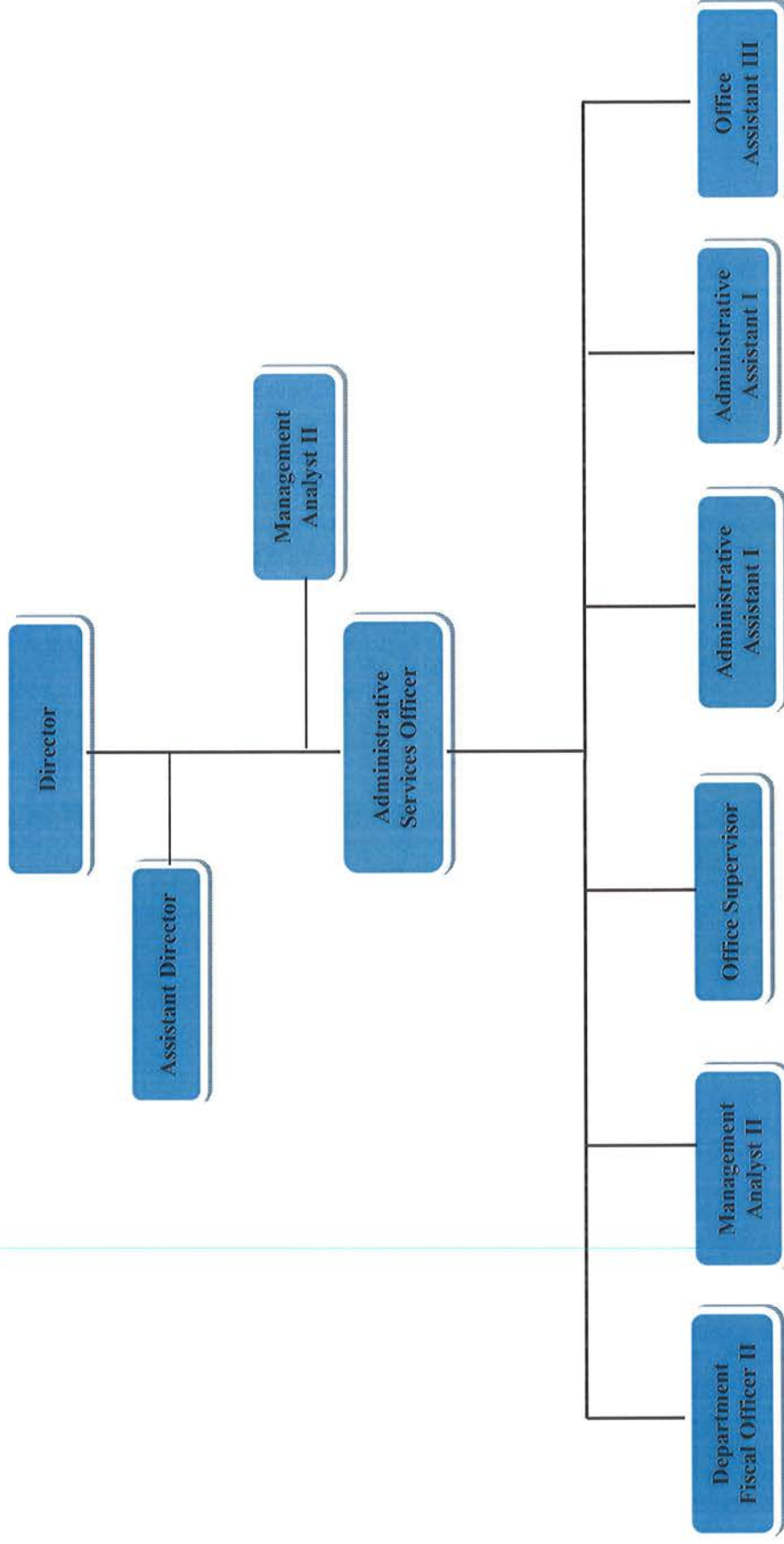
The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Admin Services Officer of Public Health in the Public Health Department.

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION**

1



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Administrative Services Officer – Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
Administrative Assistants and Office Assistants are the workforce for administrative services, which supports the operations unit of the Department. The Admin Services Officer oversees all fiscal and administrative staff as well as the overall finances and administration of the Department.
- Why is it critical that this position be filled at this time?
The Admin Services Officer provides consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
Effective 9/12/2022.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255



AGENDA REQUEST

For the September 6, 2022 meeting of the Plumas County Board of Supervisors

August 29, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill the vacancy of one (1) extra help Office Assistant I/II/III in the Department.

Background:

There is a need for the Department to hire an extra help Office Assistant I/II/III to assist the Admin/Fiscal team with certain tasks during the short-term. The Department is requesting to fill this position.

Fiscal Impact:

This position is able to be funded as allocated in the FY22/23 Public Health budget that will be adopted in September 2022.

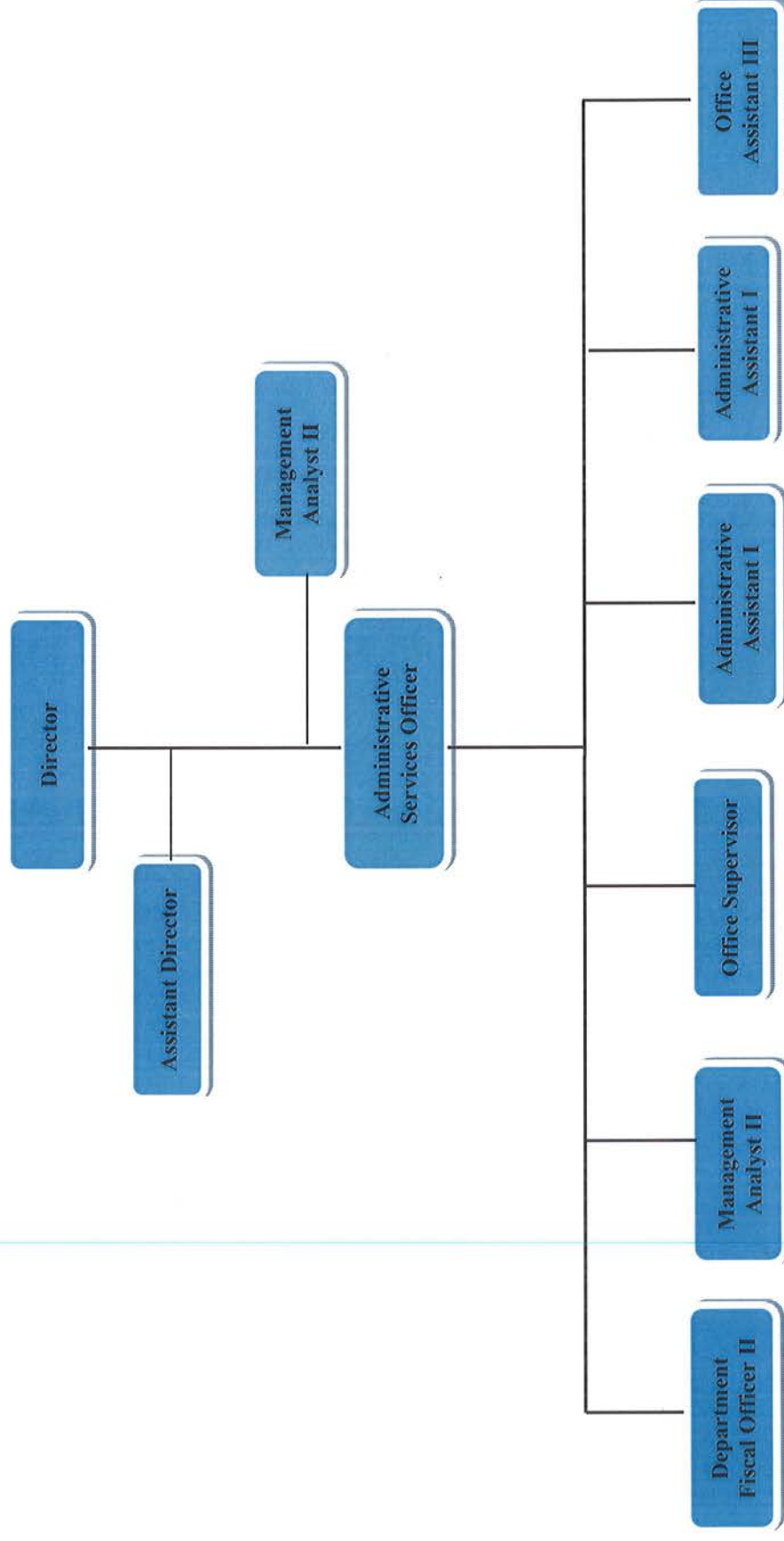
The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) extra help Office Assistant I/II/III in the Public Health Department.

PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION

1



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Admin Assistant/Office Assistant – Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
Administrative Assistants and Office Assistants are the workforce for administrative services, which supports the operations unit of the Department.
- Why is it critical that this position be filled at this time?
Admin Assistants/Office Assistants provide consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
Effective 8/29/2022.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = \$582,102

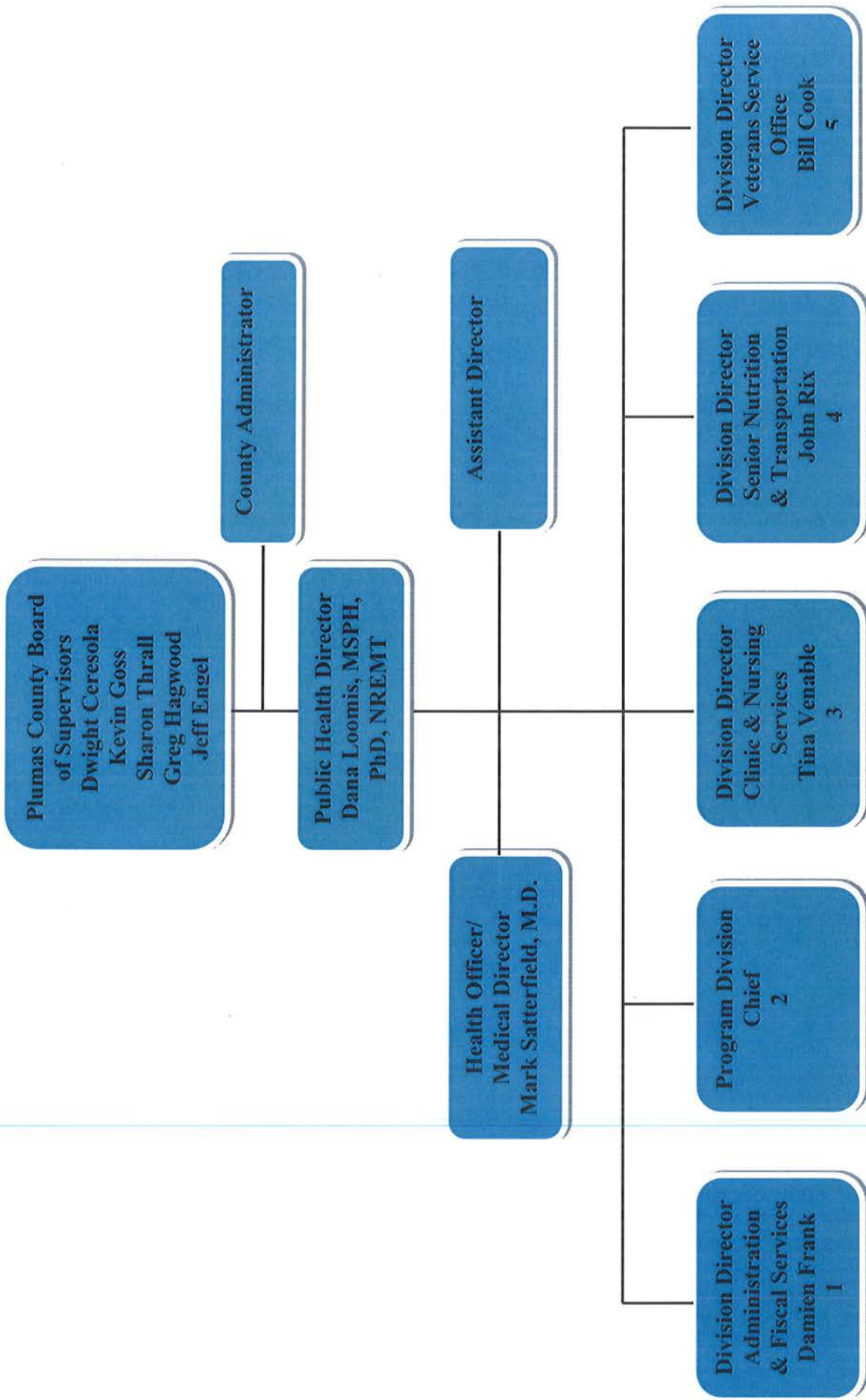
FY19/20 = \$1410,133

FY20/21 = \$1421,255



The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PH Program Division Chief in the Public Health Department.

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
LEADERSHIP & MANAGEMENT**



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

PH Program Division Chief - Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
The Public Health Program Chief plays an important role in assisting the Director of Public Health to plan, organize, and supervise the functions, services, and programs of the Health Education Division. The position is responsible for the development and evaluation of health education and outreach programs and services; provides administrative leadership; and represents Plumas County Public Health with state, local and community organizations and other government agencies.
- Why is it critical that this position be filled at this time?
PH Program Division Chiefs are responsible for managing federal and state HIV prevention and specialty medical care programs. If the position goes unfilled, important Public Health requirements/activities will fall behind schedule and could affect categorical funding allocations and awards.
- How long has the position been vacant?
Effective 9/9/22.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? **If yes, provide the activity of the department's reserve account for the last three years?**

FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255

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 September 6, 2022 meeting of the Plumas County Board of Supervisors

August 29, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works 

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

Background:

There exists a vacancy for an FTE PW Road Maintenance LeadWorker effective immediately.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 22/23 budget of the Department of Public Works

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

Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy for one (1) FTE PW Maintenance LeadWorker position in the LaPorte Maintenance District.

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Lead Worker / Public Works Maintenance Division – La Porte District

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

Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads in a safe condition for public use for all modes of travel 24/7/365.

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

The minimum crew size for the La Porte area is 4. At least 2 personnel provide for traffic control during the majority of maintenance activities leaving just 2 personnel to perform the activity. The Lead Worker is in charge of the crew in the absence of the Foreman.

How long has the position been vacant?

Vacant as of May 5, 2022

Can the Department use other wages until the next budget cycle?

The Maintenance Division's budget line item for wages in the 22/23 budget includes funds for this position.

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

A minimum of one Lead Worker per crew at all times.

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

Providing adequate maintenance necessary component to keep County roads in the La Porte Area in a safe condition for public use for all modes of travel.

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

The negative fiscal impact will be the increase in the County's liability due to inadequate maintenance of County roads in the La Porte Area.

A non-General Fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? None

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

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

No

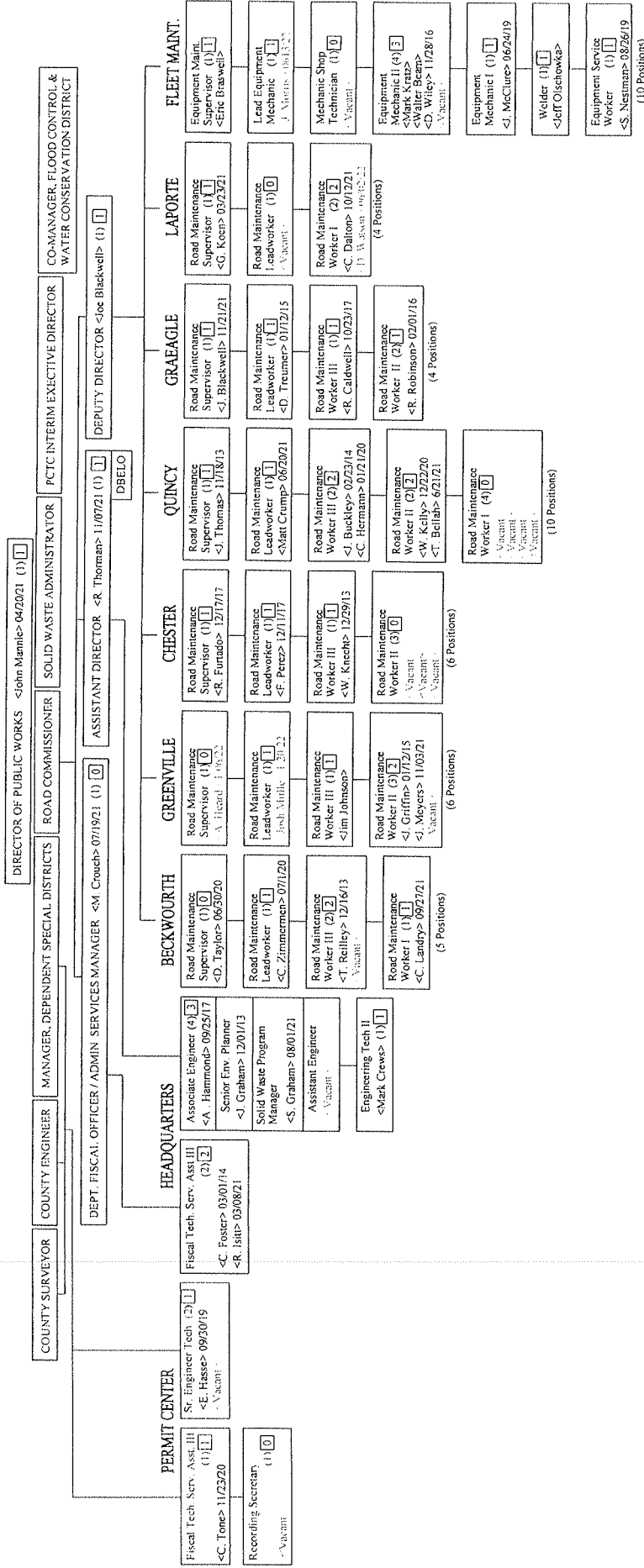
Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

No change in General Fund support since this is already a budgeted position.

Does the department have a reserve?

Yes – \$1,069,000.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works
Revision Date: 8/4/22



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 Robert Thorman, P.E., Assistant Director

AGENDA REQUEST

For the September 6, 2022 Meeting of the Board of Supervisors

Date: **August 29, 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: Request for permission to remit unspent Used Oil Payment Program funds to Cal Recycle

BACKGROUND:

In 2020, Public Works Staff applied for and received the Cal Recycle Used Oil Payment Program Cycle 11 (OPP-11) funds. These funds were awarded in the amount of \$10,000 in the spring of 2021 and were eligible to be used on applicable projects between June of 2020 and June 30, 2022.

For past grant cycles, these funds have primarily been used to pay for materials and labor for Public Works to operate an educational booth at the Plumas-Sierra County Fair. At this booth, Public Works staff would educate members of the public about recycling used oil and provide information and materials helping them recycle their used oil. During the summer years of 2020 and 2021 however, the Plumas-Sierra County Fair was canceled due to the Covid-19 Pandemic and Dixie Fire respectively. As such, there were no avenues by which Public Works could utilize the OPP-11 funds.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize Public Works to remit the unspent \$10,000 OPP-11 funds to Cal Recycle.



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

DATE: August 29, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns *TJ*

RE: Agenda Item for the meeting of September 6, 2022

Recommended Action:

Review the attached documents and authorize the Sheriff to expend, encumber and pay invoices, as needed, related to the purchase of a generator and transfer switch system for the new jail project, with a not to exceed cost of \$189,791.00.

Background and Discussion:

The State Office of Emergency Services is managing two grants issued to the County for Power Safety, Power Shutoff (PSPS) funds. Spending these grant funds has been problematic for the County with personnel changes and minimal staffing. The balance of both grants is currently \$189,791.00. A portion of these funds must be spent by 12/31/2022 and another portion by 2/28/2023. This leaves a short window of opportunity to take advantage of the funding available.

To that end, the new jail project has seen numerous cost increases that, as your board knows, required modifications to the original plans. The Sheriff's Office is concerned there may be issues presented during construction that would be unanticipated, thus not funded. Hopefully, that will not happen, but preparing for the possibility is abundantly prudent.

Working closely with the staff of the jail contractor, Broward Construction, we have come up with a solution where the County purchases equipment only, specifically, the generator and transfer switches, and the contractor installs the

items as part of the project. In turn this should free up funding originally designated for the generator and transfer switches to use toward any shortfalls with the overall project.

With supply change problems it is impossible to get the generator delivered in time. Fortunately the purchase would be made through an existing federal General Services Administration (GSA) purchasing vehicle, meeting County Purchasing Policy guidelines, and has essentially an escrow service built into the overarching federal contract to address product availability and the funding deadlines government always faces. This allows the funding to essentially be spent in the given timeframe and the County protected as the funds will not be dispersed until the equipment arrives and is accepted.

All of this requires transparency with CalOES as they have control of the funding. They are on-board with our proposal with their only major concern that the Board of Supervisors are aware of the plan and approves the same, thus this agenda request.

We now have all pieces of this proposal addressed, the funding source (CalOES), the contractor and the vendors on board with a plan to spend the PSPS funds within the given time. The only missing piece is BOS approval to move forward.

Now, time is of the essence. We need to start the procurement process ASAP if we can hope to have the equipment in time and not cause further delays. Currently the quotes received total \$197,872.29. We anticipate not using near as many "technician days" as the contractor has requested, but to be sure we have all bases covered they need to be included. Unless there are significant problems, the overall cost of this proposal will be \$8,000-12,000 less than the total quoted. If there is a balance over and above the available PSPS funding, we can make up for that in the new jail project's existing budget. With that, having this request include all available funding will allow for our staff to move forward as quickly as possible to meet the grant deadline requirements along with the needs of the project.

Due to the overall length of the proposals, copies are available in the Clerk of the Board's Office for review

KOHLER POWER SYSTEMS

Customer Name	OLB Associates	Project / RFP #: 22-74
Job Name	Plumas Co. Sherriff 230kW	Date 8/25/2022
Location	50 Abernathy Lane, Quincy, CA 95971	Quote expires: 9/24/2022
Project Contact	Lise Zwisler	olba@wi.rr.com
Availability	Generator Systems FOB: Factory - Kohler Wisconsin	Total: \$ 114,510.10
Quotation No.	21801518	Estimated Freight: \$ 7,788.75
Lead Time (weeks)	35	Net Total: \$ 122,298.85

Part Number	Description	Qty	Net UNIT Price	Net EXT. Price
GM230REOZJE	230REOZJE Generator System	1		
230REOZJE-CP1	230REOZJE Generator Set	1	\$ 88,150.10	\$ 88,150.10
PA-293906	Remote Emergency Stop Switch	1		
GM91356-KP1	RSA III, Annunciator only	1		
Standard GSA Items:				
GM66100-GA4	230REOZJE, 24V, 60Hz	1		
000000000000222661	Nameplate Rating, Standby 130 Degree	1		
000000000000333708	Voltage, 60Hz, 277/480V, 3Ph, 4W, 0.8PF	1		
GM69553-MA1	Unit Mounted Radiator Cooling	1		
GM110312-MA1	Skid & Mounting, 230-300 JD	1		
GM75604-MA1-BLK	Std Duty Air Intake	1		
GM104384-MA2	Controller, APM402, 800A, STD, 3PH	1		
GM104887-MA1-BLK	Control & Harness, APM402	1		
GM88179-CA1	Breaker 1 Components	1		
GM52345-KA1	Aux Contact, HD/JD/DG/MG/PG/RG/RJ Frame	1		
GM86123-KA1	Decals, Bonding & Phasing	1		
GM52345-KA1	Aux Contact, HD/JD/DG/MG/PG/RG/RJ Frame	1		
GM50088	Warranty, 1 Year Standby	1		
Open Market Items:				
GM_ES_DESC_01	845795-00 72-Hour Sub-Base Fuel Tank (1160 gal.)	1		
GM_ES_DESC_02	845795-00 Platform w/ Stairs	1		
GM19874-KA1	UL2200 Listing	1		
GM58642-MA31	Alternator, 4UA13	1		
GM110487-KA1-KCB	Enclosure, Sound	1		
GM76120-KA2	Block Heater, 2500W, 190/208V, 1Ph	1		
000000000000324588	Battery, 2/12V, 950CCA, Wet	1		
GM94920-KA1	Battery Charger 12/24V-10A	1		
000000000000253213	Generator Heater, 110/120-220/240V, 200W	1		
GM75749-KA6	2Input/5Output	1		
GM85971-KA1	APM402 Manual Speed Adjust	1		
GM86325-KA1	LCB, 400A, LGP, EL/Micro LI, 100%	1		
GM50883-KA2	Mtg, LCB, LG-Frame, 400A, 4UA	1		
GM51860-KA10-KCB	Covers, 4UA J-Box, LG-FRAME W/H/J LCB	1		
GM86122-KA2	Separator, LCB	1		
GM50890-KA2	Neutral, 875A 4UA	1		
GM88179-CA2	Breaker 2 Components	1		
GM85737-KA37	Mtg, LCB2, H TO LG, 15-125A, 4UA	1		
GM86295-KA1	LCB, 100A, HGP, EL/Micro LI, 100%	1		

Customer Name	OLB Associates	Project / RFP #: 22-74
Job Name	Plumas Co. Sherriff 230kW	Date 8/25/2022
Location	50 Abernathy Lane, Quincy, CA 95971	Quote expires: 9/24/2022
Project Contact	Lise Zwisler	olba@wi.rr.com
Availability	Generator Systems FOB: Factory - Kohler Wisconsin	Total: \$ 114,510.10
Quotation No.	21801518	Estimated Freight: \$ 7,788.75
Lead Time (weeks)	35	Net Total: \$ 122,298.85

GM75793-KA1	Air Cleaner Restriction Ind.	1		
GM64319-KA3	Closed Crankcase Vent	1		
GM110313-KA1	Skid Extension	1		
GM77896-KA3	Rodent Guards, 4UA	1		
GM28625-KA5	Coolant in Genset 9 gals.	1		
000000000000221887	Warranty, 5 Year Comprehensive	1		
000000000000258811	Power Factor Test, 0.8, 3Ph Only	1		

Clarifications, Deviations & Exceptions

- This quote is limited to the Bill of Material provided only regardless of specifications. No other equipment or services are included or implied.
- Kohler Company is not responsible in any way for liquidated damages due to shipping delays.
- Diesel Engine generator sets are designed for operation on 100% #2 diesel fuel.

The above offer does not include:

- 1 Startup and Technician Time pricing are estimations. Final pricing will be determined based on rates at time of startup.
- 2 Shipping and Freight by Buyer unless otherwise noted.
- 3 FOB point is Mosel, Wisconsin.
- 4 All Permits by Others.
- 5 Off-loading and rigging by others.
- 6 Installation costs are not included in the pricing.
- 7 Electrical, mechanical or piping connections between loose items by others.
- 8 Initial fill of diesel fuel or refilling after testing by others.
- 9 Standard One-Year Limited Warranty applies unless otherwise noted.
- 10 Pricing and lead-times are based on current commercially available products meeting EPA guidelines and are subject to change.
- 11 Applicable Sales tax is not included.
- 12 Price quotation is valid for thirty (30) days

Options not included in the above pricing

				\$ -
				\$ -
				\$ -

Sub Total FOB: Factory - Kohler Wisconsin

\$ 88,150.10

Additional: Freight, Start-up and Other Services

Estimated 4 Days Kohler-Certified Technician Time

1 \$ 18,961.25 \$ 18,961.25

Estimated Generator Startup

1 \$ 7,398.75 \$ 7,398.75

Estimated Freight

1 \$ 7,788.75 \$ 7,788.75

Sub-total of Additional Charges:

\$ 34,148.75

Net Total: \$ 122,298.85

Total Package FOB: Factory - Kohler Wisconsin

\$ 122,298.85

Loading Dock Recommended with fork truck

Accepted by: _____

PO# _____

General Services Administration
Federal Supply Service
Authorized Supply Schedule Catalog/Price List
(PS-0063 July 14, 2022)

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system.

The INTERNET address for GSA Advantage! is <http://www.GSAAdvantage.gov>.

Federal Supply Schedule 056, Buildings, Building Materials,
Industrial Services and Supplies
FSC Classes: 5920, 6110, 6115, 6125, 6130, 6135

Contract Number GS-07F-019DA
Contract Period: November 1, 2020 to October 31, 2025

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at
<http://fss.gsa.gov>.

Contractor:

Attn: Corey Schroeder, Government Sales Manager
Kohler Company, Generator Division
dba Kohler Power Systems
444 Highland Drive, MS 072
Kohler, WI 53044
Phone: 920-459-1643
Fax: 920-459-1611
corey.schroeder@kohler.com
Business Size Status: Large Business

Authorized WOSB Dealer:

Attn: Lise Zwisler
OLB Associates, LLC (CAGE 7MFD4)
W333 S191 Glen Oaks Drive
Delafield, WI 53018-3128
262.303.4990
olba@wi.rr.com

CUSTOMER INFORMATION

1a. Table of awarded SINS:

SIN 383-2 (335999) Portable, Standby, Backup Generators

1b. Lowest Price Model:

SIN	Item Number	Description	List Price	GSA Price with IFF
383 2	RXT-J*NC-0100A	100AMP Automatic Transfer Switch	\$261.80	\$168.82

2. Maximum Order: SIN 383-2 (335999), \$250,000.00

3. Minimum Order: \$ 100.00

4. Geographic Coverage: 50 States, District of Columbia, US Territories

5. Points of Production:

N7650 County Road LS, Sheboygan, WI 53083, Sheboygan County
300 North Dekora Blvd., Saukville, WI 53080, Ozaukee County
830 West 40th Street, Chicago, IL 60609, Cook County
2 Bis, Rue de la Villeneuve, CS 92848 Brest Cedex 2, France

6. Discount from List Prices: Prices are Net GSA. Discounts have been deducted.

7. Quantity Discounts: The government receives free shipping on orders that meet all of the following criteria:

1. Orders must be for a full truckload quantity, and
2. Orders must be delivered CONUS, and
3. Orders must be delivered to one address in full truckload quantity.

8. Prompt Payment Terms: Net 30 days.

9. (a) Government Purchase Cards: Government Purchase Cards are accepted at or below the micropurchase level.

(b) Government Purchase Cards: Government Purchase Cards are not accepted above the micropurchase level.

10. Foreign Items: NONE

11. Delivery Times:

- a. Time of Delivery: SIN 383-2 (335999), 60 to 120 Days (Standby/Prime)
- b. Expedited Delivery: N/A
- c. Overnight & 2 Day: N/A
- d. Urgent Requirements: N/A

12. FOB Point: Sheboygan, Sheboygan County, Wisconsin
13. Ordering Address: Kohler Company, Generation Division, N7650 County Road LS,
Sheboygan, WI 53083
14. Payment Address: Kohler Company, Attn: Cashier's Department, 444 Highland Drive,
Kohler, WI 53044
15. Warranty Provision: Standard Commercial Warranty. Please contact Kohler for a copy
of the warranty.
16. Export Packaging Charges: N/A
17. Terms & Conditions of Government Purchase Card Acceptance: Government cards
accepted at or below the micropurchase level. Purchases over the micropurchase level
are charged an additional three percent (3.0%). All other terms as stated on cardholders'
agreements.
18. Terms & Conditions of Rental, Maintenance & Repair: N/A
19. Terms & Conditions of Installation: N/A
20. Terms & Conditions of Repair Parts: N/A
- 20a. Terms & Conditions of Any Other Services: N/A
21. List of Service & Distribution Points: N/A
22. List of Participating Dealers: N/A
23. Preventive Maintenance: N/A
- 24a. Special Attributes: N/A
- 24b. Section 508 Compliance for EIT: N/A
25. DUNS Number: 12-158-7513
26. Notification Regarding CCR: CAGE Code 67271 Registration current (Kohler
Company).

Plumas County Sheriff's Office
Jail Stand-by Generator Project
7/21/22

One (1) UL2200 Listed Kohler model 230REOZJE diesel powered generator set, rated for stand by duty at 230KW, .8 PF, 288 KVA, 480 volt, 3 phase, 4 wire, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure (75 db), with 1,160 gallon sub-base diesel fuel tank rated for 72 hours at full load

GM66100- GA4 230REOZJE, 24V, 60Hz

222661- Nameplate Rating, Standby 130 Degree

GM19874-KA1 UL2200 Listing

333708- Voltage,60Hz,277/480V,3Ph,4W,0.8PF

GM58642- MA31Alternator, 4UA13

GM69553- MA1Unit Mounted Radiator Cooling

GM110312-MA1 Skid & Mounting, 230-300 JD

GM75604-MA1-BLK Std Duty Air Intake

GM104384-MA2 Controller, APM402,800A,STD,3PH

GM104887-MA1-BLK Control & Harness, APM402

GM110487- KA1-KCB Enclosure, Sound

GM76120- KA1 Block Heater, 2500W, 90/120V, 1Ph

324588- Battery,2/12V,925CCA,Wet

GM94920- KA1Battery Charger 12/24V- 10A

253213- Generator Heater,110/120-220/240V,200W

GM75749- KA6 2Input/5Output

GM85971- KA1APM402 Manual Speed Adjust

GM88179- CA1 Breaker 1 Components

GM50883- KA2 Mtg, LCB, LG- Frame, 400A, 4UA

GM51860- KA10-KCB Covers, 4UA J-Box, LG- FRAME W/H/J LCB

GM52345- KA1Aux Contact, HD/JD/DG/MG/PG/RG/RJ Frame

GM86122- KA2 Separator, LCB

GM86326- KA1LCB, 400A, LGP, EL/Micro LSI, 100%

GM88179- CA2 Breaker 2 Components

GM79753- KA1LCB, 100A, HDP, Therm Mag, 100%

GM85737- KA37 Mtg, LCB2, H TO LG, 15-125A, 4UA

GM52345- KA1Aux Contact, HD/JD/DG/MG/PG/RG/RJ Frame

GM39513- KA2 Flexible Fuel Lines

GM75793- KA1Air Cleaner Restriction Ind.

GM64319- KA3 Closed Crank case Vent

GM110313- KA1 Skid Extension

GM77896- KA3 Rodent Guards, 4UA

GM28625- KA5 Coolant in Genset 9 gals.

221887 Warranty, 5 Year Comprehensive

258811 Power Factor Test,0.8,3Ph Only

Miscellaneous

Part Number Description PA

293906- Remote Emergency Stop Switch

GM91356- KP1 RSA III, Annunciator only



WEDCO, INC.

450 TOANO STREET

RENO, NV 89512

Printed At : 12:15:18 26 JUL 2022

Ship To: PLUCOU-0001

PLUMAS COUNTY SHERIFFS OFFICE
1400 E MAIN STREET
QUINCY CA 95971

Quotation Note:

SCH AND TRYSTAR LOT

Sub-Total	\$69,804.13
WASHOE COUNTY	\$5,769.31
Quotation Total	\$75,573.44
Quotation Total	\$75,573.44

JOB NAME & QUOTATION NO: Plumas County Jail and Day Reporting Center & K3-22-498284-1-1
To

Date: 7/26/2022

 Valued Customer
 ASCO Power Technologies - District Sales Offices
 3400 E. Eight Mile Rd
 Stockton, CA95203
 Tel No : 209-931-7700 x7214

Proposal No	K3-22-498284-1-1
Reference	

SUBJECT: Quotation for Plumas County Jail and Day Reporting Center

 We are pleased to offer you our quotation **K3-22-498284-1-1** in response to your inquiry .

Prices are provided for ASCO Products. Quoted prices will be valid for 30 days from the date of quotation.

PRICES QUOTED ARE NOT APPLICABLE FOR WORK SUBJECT TO ANY STATE OR FEDERAL PREVAILING WAGE REQUIREMENTS. PLEASE CONTACT YOUR ASCO SALES REPRESENTATIVE IF PREVAILING WAGE APPLIES.

#1	ATS	AMPS: 0150	QTY: 1
Product	: 7000 Series Bypass Transfer Switches	Catalog Number	: J7ADTB30150N5XC,14AA1,14BA1,31BG,125A
Service Voltage / Hz	: 480V/60Hz	Optional Accessories	: 14AA1,14BA1,31BG,125A
Bypass Isolation	: YES	Product Description	: 7000 Series, Automatic Delayed Transition Bypass Switch
No. of Switched Poles	: 4	Neutral Configuration	: Switched [B]
Withstand Rating:	: See WCR table below	No. of Cables & Lug Size	: 1, #4 AWG to 600 MCM or (2) 1/0 AWG to 250 MCM
Frame = J, Switch Rating = 0150, Series = 7000			
Enclosure	: 1(C)-UL Type 1 Enclosure	Service	: Three Phase, 4-wire
Extended Warranty	: Not Included	Markings	:
Shipping to Zip Code	: 95971	Included	
Start Up Price to Zip Code	: 95971	Included	
Estimated Shipment Period:	:	12 - 14 Week(s) (after final approval and release to Manufacturer)	

JOB NAME & QUOTATION NO: Plumas County Jail and Day Reporting Center & K3-22-498284-1-1

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	14AA1	(2) Aux contact on bypass switch closed in bypass normal position contacts are rated 10A
2	14BA1	(2) Aux contact on bypass switch. Closed in bypass to emergency position. Contacts are rated 10A
3	31BG	Status Relay Bundle - Provides 1 relay (3 total) for each of the following statuses, Normal Source Acceptability, Emergency Source Acceptability, Pre & Post Transfer Signal. Each relay has 2 NO/NC (Form C) sets of contacts rated for 6A at 120Vac, 250Vac Max.
4	125A	This Product Meets Or Exceeds The Requirement Of The International Building Code For Importance Factor 1.5 Electrical Equipment. For Use In Zone 4 Or Less Severe Seismic Regions. Consult ASCO for details

#2	ATS	AMPS: 0400	QTY: 1
Product	: 7000 Series Bypass Transfer Switches	Catalog Number	: J7ADTBB30400N5XC,14AA1,14BA1,31BG,125A
Service Voltage / Hz	: 480V/60Hz	Optional Accessories	: 14AA1,14BA1,31BG,125A
Bypass Isolation	: YES	Product Description	: 7000 Series, Automatic Delayed Transition Bypass Switch
No. of Switched Poles	: 4	Neutral Configuration	: Switched [B]
Withstand Rating:	: See WCR table below	No. of Cables & Lug Size	:
Frame = J, Switch Rating = 0400, Series = 7000			
Enclosure	: 1(C)-UL Type 1 Enclosure	Service	: Three Phase, 4-wire
Extended Warranty	: Not Included	Markings	:
Shipping to Zip Code	: 95971	Included	
Start Up Price to Zip Code	: 95971	Included	
Estimated Shipment Period:	:	12 - 14 Week(s) (after final approval and release to Manufacturer)	

JOB NAME & QUOTATION NO: Plumas County Jail and Day Reporting Center & K3-22-498284-1-1

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	14AA1	(2) Aux contact on bypass switch closed in bypass normal position contacts are rated 10A
2	14BA1	(2) Aux contact on bypass switch. Closed in bypass to emergency position. Contacts are rated 10A
3	31BG	Status Relay Bundle - Provides 1 relay (3 total) for each of the following statuses, Normal Source Acceptability, Emergency Source Acceptability, Pre & Post Transfer Signal. Each relay has 2 NO/NC (Form C) sets of contacts rated for 6A at 120Vac, 250Vac Max.
4	125A	This Product Meets Or Exceeds The Requirement Of The International Building Code For Importance Factor 1.5 Electrical Equipment. For Use In Zone 4 Or Less Severe Seismic Regions. Consult ASCO for details

#3	ITEM	QTY: 2
Product Number	: K1106217-001	Description : Provides 5170 Quad-Ethernet Module (Acc. 72EE2) with cable for controller, cable for 5200 Series power metering and mounting hardware
Voltage	:	Markings :
Extended Warranty	: Not Included - Not Included (Years - Cost)	
Ship to Zip Code: 95971		Included
Start Up Price to Zip Code : 95971		Not Included
Estimated Shipment Period:		26 - 28 Week(s) (after final approval and release to Manufacturer)

Sub Total - Product Net Price (Excludes Shipping & Handling, Warranty and Start Up)	Included
Shipping and Handling (Standard Ground) to Zip Code: 95971	Included
Start up Price to zip code : 95971	Included in item(s) 1 and 2
Extended Warranty	Not Included
Estimated Shipment Period	26 - 28 Week(s) (after final approval and release to Manufacturer) (after final approval and release to Manufacturing)
Total Net Price	\$ 52,983.13

**JOB NAME & QUOTATION NO: Plumas County Jail and Day Reporting Center &
K3-22-498284-1-1**

Notes:

ASCO Power Technologies reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Attached ASCO Terms and Conditions of Sale apply. ASCO Power and Services TCs Rev May 2022.pdf.

This quotation does not include applicable sales tax. If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales tax will be added.

This quotation supersedes any other discussions on quotations you may have received from ASCO pertaining to subject Plumas County Jail and Day Reporting Center.

We thank you for the opportunity to work with you on this project. Should you require any additional information, please feel free to contact us.

Best Regards,

Dayane Nascimento
Sales Representative
dayane.nascimento@ascopower.com
Tel No : (562) 249-9333

**JOB NAME & QUOTATION NO: Plumas County Jail and Day Reporting Center &
K3-22-498284-1-1**

Disclaimers

1. This proposal is based on information supplied to ASCO which may or may not have been correct or complete. The customer is responsible for reviewing this proposal for compliance with the complete and final drawings and specifications.
2. Shipping & Handling charges are estimates only. Actual charges may vary based on final ship to address of item.
3. ASCO Power remains committed to supplying our customers. In doing so, ASCO Power operates strictly within the law applicable to our activities anywhere in the world. As such, we are monitoring the situation in Ukraine closely and adhering to all the applicable sanctions and laws. Please see the updated Export Control Obligations in Section 17 of our attached Terms and Conditions of Sale.
4. Type 3R enclosures provide a degree of protection against falling rain or snow, but may not be suitable for outdoor applications involving wind-blown rain or snow without a separate or supplemental shelter. Consult customercare@ascopower.com for guidance if the switch will be subjected to wind-blown rain or snow.

ASCO UL1008 Withstand and Closing Ratings ^{1,2,7}
(RMS Symmetrical Amps)

Frame	Switch Rating (Amps)		300, 4000 & 7000 Series					4000 & 7000 Series					7000 Series				
			Current Limiting Fuses					Specific Breaker					Time Based				
	Transfer Switches	Bypass Switches	480V Max.	600V Max.	Max Size, A	Class		240V Max.	480V Max.	600V Max.	Time (sec)	240V Max.	480V Max.	600V Max.	480V Max.	600V Max.	600V Max.
D	30	-	100kA	-	300	J		22kA	22kA	10kA	0.025	10kA	10kA	10kA	.13	.2	.3
			200kA	35kA	200	J									.5	.1	.13
			35kA	35kA	200	RK1											.5
D	70, 100	-	35kA	35kA	200	RK1		150kA	85kA	25kA	0.025	10kA	10kA	10kA	-	-	-
			200kA	35kA	200	J											
D	150	-	35kA	35kA	200	RK1		150kA	85kA	25kA	0.025	10kA	10kA	10kA	-	-	-
			200kA	35kA	200	J											
D	200	-	200kA	35kA	200	J		200kA	85kA	14kA	0.025	10kA	10kA	10kA	-	-	-
			35kA	35kA	200	RK1											
D	230	-	100kA	-	300	J		200kA	85kA	14kA	0.025	10kA	10kA	10kA	-	-	-
E	260, 400	-	200kA	-	600	J		65kA	42kA	22kA	0.05	35kA	35kA	22kA	-	-	-
J	150, 200, 260	150, 200, 230, 260	200kA	200kA	600	J		200kA	200kA	42kA	0.05	65kA	42kA ⁵	35kA	7.5kA	-	-
					800	L											
J	400	400	200kA	200kA	600	J		65kA	50kA	42kA	0.05	65kA	42kA ⁵	35kA	7.5kA	-	-
			200kA	200kA	800	L											
J	600	600	200kA	200kA	600	J		65kA	85kA	42kA	0.05	65kA	42kA ⁵	35kA	7.5kA ⁹	-	-
			200kA	200kA	1600	L		65kA	150kA	65kA	0.05	50kA	50kA	50kA	36kA	-	36kA
H ⁸	600	600	200kA	200kA	1600	L		65kA	150kA	65kA	0.05	50kA	50kA	50kA	36kA	-	36kA
P ⁹	600	600	200kA	200kA	1600	L		65kA	150kA	65kA	0.05	50kA	50kA	50kA	36kA	-	36kA
P ⁹	800	800 - 1200	200kA	200kA	1600	L		65kA	150kA	65kA	0.05	50kA	50kA	50kA	36kA	-	36kA
H	800 - 1200	800 - 1200	200kA	200kA	1600 ⁴	L		65kA	150kA	65kA	0.05	50kA	50kA	50kA	36kA	-	36kA
Q ⁸	600-1600	600-1600	200kA	200kA	2000	L		65kA	65kA	65kA	0.05	65kA	65kA	65kA	50kA	-	50kA
S ⁸	800 - 1200	800 - 1200	200kA	200kA	2500	L		100kA	100kA	65kA	0.05	100kA	100kA	65kA	50kA	-	50kA
G ⁸	1000 - 1200	1000 - 1200	200kA	200kA	2000	L		85kA	85kA	85kA	0.05	85kA	85kA	85kA	65kA	-	65kA
G	1600 - 2000 (Front Connected TS Only)	1600 - 2000	200kA	200kA	2500	L		85kA	85kA	85kA	0.05	85kA	85kA	85kA	42kA	-	42kA
G ⁸	1600 - 2000	1600 - 2000	200kA	200kA	3000	L		200kA	200kA	100kA	0.05	100kA	100kA	100kA	42kA	-	42kA
S ⁸	1600 - 2000	1600 - 2000	200kA	200kA	2500	L		100kA	100kA	85kA	0.05	100kA	100kA	85kA	42kA	-	42kA
G	2600 - 3000	2600 - 3000	200kA	200kA	4000	L		125kA ⁶	125kA ⁶	100kA	0.05	100kA	100kA	100kA	42kA	-	42kA
G ⁸	3200	-	200kA	-	4000	L		100kA	100kA	-	0.05	100kA	100kA	-	-	-	-
G	4000	4000	200kA	200kA	5000	L		100kA	100kA	100kA	0.05	100kA	100kA	100kA	85kA	65kA	65kA
U ⁸	2600 - 4000	2600 - 4000	200kA	200kA	5000	L		125kA	125kA	125kA	0.05	125kA	125kA	125kA	100kA	100kA	100kA

- Notes:
- 1) All WCR values indicated are tested in accordance with the requirements of UL 1008, 7th Edition. See ASCO Pub. 1128 for more WCR information
 - 2) Application requirements may permit higher WCR for certain switch sizes.
 - 3) Short Time ratings are provided for applications involving circuit breakers that utilize trip delay settings for system selective coordination
 - 4) Max fuse rating is 1200A on front connected H frame switches
 - 5) Switches utilizing overlapping neutral (code "C") have 35kA, 0.050 Sec time based rating at 480V Max
 - 6) Rating shown is for Bypass switches only, Transfer Switch rating is 100kA
 - 7) See ASCO for Service Entrance Switch ratings
 - 8) These frames are only available on the 7000 Series product
 - 9) Short Time Rating applies to 600A Bypass switch only, the 600A Transfer Switch does not have a Short Time Rating

ASCO Power Technologies, L.P. and ASCO Power Services, Inc. Standard Terms and Conditions of Sale

1. **Contract Terms.** These Standard Terms and Conditions of Sale ("Conditions of Sale") shall apply to any purchase or procurement of Products or Services by the legal entity procuring such Products or Services ("Purchaser") from the legal entity (ASCO Power Technologies, L.P. or ASCO Power Services, Inc.) that provided the proposal or is selling the Products and Services ("Seller"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master agreement between the Purchaser and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Conditions of Sale and another set of Seller terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed consent of an authorized Seller representative and these terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties except as provided above. Seller's acceptance of Purchaser's purchase order is expressly conditional on Purchaser's assent to all of Seller's Conditions of Sale, and Purchaser specifically acknowledges and agrees that any purchase order issued by Purchaser shall operate only to establish payment authority for Purchaser's internal accounting purposes. Any such purchase order issued by Purchaser shall not be considered as a counteroffer, addition, amendment, modification or other revision these Conditions of Sale, and any terms or conditions contained in Purchaser's purchase order shall be of no force and effect. Purchaser's acceptance of the Products or Services will manifest Purchaser's assent to these Conditions of Sale.

2. **Prices.** Unless otherwise stated in an applicable quotation or proposal from Seller, the price quoted or specified by Seller for the Products or Services shall remain in effect for thirty (30) days after the date of Seller's quotation provided Seller receives and accepts from Purchaser a purchase order and an unconditional release to manufacture the Product and/or perform the Services within such time period. If such purchase order and release is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Products and/or Services to Seller's price for the Products and/or Services then in effect at the time of shipment of the Product and/or performance of the Services. All clerical errors are subject to correction. Services Terms: Additional charges will be billed to Purchaser at Seller's then prevailing labor rates for any of the following: (a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; (b) any Services performed at times other than Seller's normal service hours; (c) if timely and reasonable site and/or equipment access is denied the Seller service representative; (d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Purchaser; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Purchaser's failure to comply with its obligations herein; or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry, or technical training. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed parts become the property of Seller. Purchaser shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Purchaser and for a period of one (1) year after the last provision of Services.

3. **Taxes.** Unless otherwise set out in Seller's proposal or quotation, prices do not include taxes, duties or any other governmental levies, all of which are payable by Purchaser. Except as may be otherwise provided in the relevant Purchase Order, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by governmental authorities upon equipment and/or services quoted by Seller. The Purchaser shall be responsible for all such taxes, duties and charges resulting from these Conditions of Sale or any associated purchase. Seller is required to impose taxes on orders and shall invoice the Purchaser for such taxes and/or fees according to applicable law, statutes, or regulations, unless Purchaser furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.

4. **Terms of Payment.** Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. If at Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Products and Services completed to date will be invoiced to the Purchaser, as a percentage of the total Purchase Order price when Seller was originally prepared to ship. Products held for the Purchaser shall be at the risk and expense of the Purchaser. If shipment of Products and/or completion of Services is delayed more than 30 days after originally scheduled delivery date and not caused solely by Seller, Seller reserves the right to ship all Products to the Purchaser who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to Seller's other lawful remedies, Seller reserves the right to suspend or cancel the PO. If Purchaser fails to pay Seller for the Products and Services, Seller reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Services and Purchaser consents to such filings and registrations. Purchaser shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

5. **Delivery and Schedule.** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed.

6. **Risk of loss.** Unless otherwise specifically agreed by the Parties, the Products are delivered FCA Seller's shipping point (Incoterms 2010) with Purchaser responsible for all official export formalities, authorizations, risks and expenses as may be applicable for export from the country of shipment, and title and risk of loss or damage shall pass to the Purchaser upon collection of the Products by the first carrier at Seller's premises, plants or warehouses. Delivery of Products by Seller will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Products in good order.

7. **Substitutions.** Seller may furnish suitable substitutes for Products unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Products. Seller assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products.

8. **Shortage.** Claims for shortages or errors must be submitted to Seller within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.

9. **Installments.** Seller reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining shipments.

10. **Force Majeure.** Seller will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority. Any delay resulting from such cause shall extend the date of delivery accordingly. Seller reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.

11. **Standard Warranty.** Seller warrants: (a) Products manufactured by Seller under its own brands and supplied by Seller as part of the Purchase Order, are subject to Seller's standard warranty that is applicable to the specific product at the time of purchase, and its terms, conditions and limitations are incorporated by reference herein (a "Standard Warranty"). (b) Services performed by Seller's personnel as part of the Purchase Order, if any, will be

performed by qualified personnel with care, skill and diligence, in accordance with the applicable generally accepted standards recognized by the industry, and shall be free from faulty workmanship for a period of thirty (30) days from completion of the Services. For Services that include a Modification, the warranty for such Modification shall be one (1) year from the date of shipment of such by Seller. A "Modification" is integrating new controls and/or switchgear components into existing switchgear or upgrading an automatic transfer switch with new components or accessories. **Exclusive Warranty Remedies:** In the event of any warranty covered defects or deficiencies in Products in subsections (a) above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Products or part of the Products, at Seller's sole discretion. Such warranty coverage is contingent on Purchaser providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Purchaser. **Exclusions & Limitations:** This warranty shall not apply (a) to Products not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Products or Services that has been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Products or Software; or (e) to Products or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. Unless specifically covered in a Standard Warranty, the foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY SELLER TO PURCHASER. **Non-Seller Products or Services:** With respect to Products not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by such non-Seller supplier.

12. Return of Products. No Products may be returned without first obtaining Seller's written permission and a returned material identification tag. Returned Products must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Products must be securely packed to reach Seller without damage and labeled with the return authorization number. For any returns, Seller will be pay the carrier and deduct the freight charges from the credit unless if returns result from Seller error, freight charges will be paid by Seller. Any cost incurred by Seller to put Products in first class condition will be charged to the Purchaser. Returns must originate from the original Purchaser account number. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Products being returned as provided by the Purchaser. If no invoice number or Purchase Order number is provided, then credit will be issued based on the into stock price in effect 12 months prior to date of return authorization and will also have an additional 25% processing fee applied. Seller Products, which are listed in the current product list as returnable and which are accepted for credit, not involving a Seller error, shall be assessed a restocking fee of 25% of the invoice price.

13. Intellectual Property. Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to the intellectual property relating to Products and Services and work product relating to thereto, including, but not limited to, documentation, prints, and drawings. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any software or firmware contained in those, except the limited right to use it as provided in the documentation. As to Products proposed and furnished by Seller, Seller shall defend any suit or proceeding brought against Purchaser so far as based on a claim that such Products constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if Seller is notified promptly in writing and given authority, information, and assistance at Seller's expense for the defense of the same. In the event the use of such Products by Purchaser is enjoined in such a suit, Seller shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Products, (b) modify such Products to render them non-infringing, or (c) replace such Products with non-infringing Products. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Seller for patent, trademark or copyright infringement, and in no event shall Seller be liable if any infringement charge is based on the use of Seller Products for a purpose other than that for which it was sold by Seller. As to any Products or Services furnished by Seller to Purchaser and manufactured or provided in accordance with designs proposed by Purchaser, the Purchaser shall indemnify Seller against any award made against Seller for patent, trademark, or copyright infringements.

14. Software. Any software or computer information, in whatever form that is provided with Products manufactured by Seller or as part of Services, is licensed to Purchaser solely pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption, and warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SELLER FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE PURCHASER TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO A CLAIM. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

16. Insurance. Seller shall maintain reasonable insurance coverage (e.g., commercial general liability, worker's compensation, automobile) in such amounts as Seller deems appropriate in accordance with industry practice. Certificate of insurance evidencing this may be provided on request.

17. Import and Export. Purchaser (i) acknowledges and agrees that Products are subject to U.S., EU and other export control laws, and remain subject to such controls following delivery, and may not be exported, re-exported or transferred (in-country) to any other territory, end-use or end-user except as authorized by U.S., EU laws and regulations, in addition to the export control laws of any other applicable jurisdiction; (ii) represents, warrants and covenants that it shall not directly or indirectly take any action to engage in or facilitate the export, re-export or transfer (in-country) of these items, any part thereof, or to the extent applicable any direct product thereof, without the required authorization under U.S., EU and other applicable laws to any of the following: (a) any territory subject to Embargoes and Other Special Controls under EU or U.S. Export Administration Regulations (including as of the date hereof, Russia, Belarus, Crimea and other Covered Regions of Ukraine including Donetsk and Luhansk, Cuba, Iran, Syria, and North Korea); (b) any other country or territory to which such export or re-export is restricted or prohibited under EU, U.S. laws and, to the extent applicable, the laws of any other jurisdiction; (c) any individual or entity that is (x) included on any lists of sanctioned individuals or entities maintained by the United Nations, the United Kingdom, the United States, or the European Union, and any other relevant jurisdiction including but not limited to the following lists: the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, the Sectoral Sanctions Identifications List, the Non-SDN Communist Chinese Military-Industrial Complex Companies List and any other lists administered by OFAC, as amended from time to time; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the consolidated list of Persons, Groups and Entities Subject to EU Financial Sanctions, as implemented by the EU Common Foreign & Security Policy; and similar lists of

restricted parties maintained by other relevant governmental authorities; (y) any person owned or controlled by, or acting on behalf of, any of the foregoing; or (z) any other person who is the target of sanctions and export control restrictions; or (d) any military end-use or military end-user (including army, navy, marine, air force, coast guard, national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support military end uses), any proliferation related end-use, or any other prohibited end-use under EU, U.S. and other applicable export control laws; and (iii) represents, warrants and covenants that it shall maintain reasonable compliance policies, procedures and controls designed to ensure compliance with the laws, regulations and undertakings set forth above, and shall not otherwise undertake any action that violates or would cause the Seller to violate EU, U.S. export control laws or the export control laws of any other applicable jurisdiction. Purchaser shall promptly (and any event within two business days) notify the Seller upon obtaining knowledge or reason to know that any of the representations, warranties and covenants above may no longer be accurate in relation to any item received from Seller.

18. Health and Safety; Compliance. Seller employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes working on any equipment, whether provided by Seller, Purchaser or otherwise, that in such Seller employees' sole opinion has not been placed in an electrically safe working condition. Purchaser warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. Purchaser shall inform Seller of: (a) Known hazards, or reasonably foreseeable hazards, that are related to Seller's scope of Services and the site where the Services will be performed; and (b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Seller personnel. This information might include, but is not limited to: (i) Providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) Other site specific information relative to the Purchaser's operation, process and safety systems. Any hazardous materials requiring remediation in Seller's sole opinion will be separately chargeable to Purchaser and will be a condition precedent to Seller's performance of such Services. If the Purchaser has concerns related to ethics, compliance or ASCO Power/Schneider Electric's Principles of Responsibility, and/or any potential violations of these policies, Purchaser is welcome to make use of Schneider Electric's GreenLine. The GreenLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which Purchasers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>

19. Witness of Tests & Factory Inspections. Normal production schedules do not provide the opportunity for Purchaser to witness routine factory tests on Products or make factory inspections. Witnessing of tests or factory inspections by the Purchaser may result in delays of production for which Seller will not be responsible and which may result in additional charges and delayed scheduling to Purchaser. Witness testing and factory inspections must be requested at time of quotation, are subject to additional costs and must be confirmed at Purchase Order entry. Standard Seller factory testing and inspection will apply. Seller will notify Purchaser fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Purchaser is unable to attend, the Parties may mutually agree on a rescheduled date. However, Seller, at its sole option, may consider the witness tests or inspection waived, and ship and invoice the Products and the witness testing charges. Purchaser will be responsible for paying for all scheduled witness testing, whether or not Purchaser attends.

20. Patterns and Tools. Notice will be given if special patterns or tools are required to complete any Purchase Order. Charges for such patterns or tools do not convey title thereto or the right to remove them from Seller's plant. If patterns or tools are not used for a period of two years, Seller shall have the right to scrap them without notice.

21. Nuclear Applications. Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Purchaser hereby represents and warrants that such Products shall not be used in or in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any damage, injury or contamination; and Purchaser agrees and indemnifies Seller against any such liability, whether arising as a result of breach of contract, warranty or tort (including negligence) or otherwise.

22. Nature of Relationship. Purchaser agrees that Seller is an independent contractor and nothing in these Conditions of Sale creates between Seller and Purchaser a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners.

23. Termination. Any Purchase Order may be terminated by the Purchaser only upon 30 days' notice to Seller and upon payment of reasonable and proper termination charges based on the price of the terminated Purchase Order and reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit. Special or custom ordered Products is not cancelable after final acceptance or approval of drawings for the commencement of manufacturing.

24. Cancellation. Seller shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by Purchaser or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings.

25. Amendments. No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both parties.

26. Applicable Laws. All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of the state of New Jersey, excluding (i) such jurisdiction's rules regarding conflicts of laws, and (ii) the provisions of the *United Nations Convention on Contracts for the International Sale of Goods*. Seller agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.

27. Indemnity. Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

DISCLAIMER: The Purchaser acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Seller's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors') employees. The Purchaser therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

Trystar
15765 Acorn Trail
Faribault MN 55021
United States

www.trystar.com

Date: 7/26/2022

Expired: 8/25/2022

Page: 1 of 3

Quote Number: 189405

QUOTE

Quote To: Wedco 450 Toano St Reno, NV 89512 United States Jonathan Cipra Phone: 208-991-7324 jcipra@wedcoinc.com	Ship To: Wedco 450 Toano St Reno, NV 89512
--	--

Ship Terms: Prepaid & Charge

Terms: Prepay

Consulting Engineer: Unknown_CE

Project Name: Plumas County Jail

Line	Part	Description	Quantity	Unit Price	Ext. Price
1	DBDS-015W-LMF-ACDKNPQS	DBDS-6 Dual Breaker Dual Purpose with Kirk Key Interlock 100A	1 EA	16,821.00	\$ 16,821.00

Terms:

Cable lines are subject to COMEX adjustment at time of order if order date happens after expiration date of quote. By accepting delivery of the Products described in this Quote, customer expressly assents to TRYSTAR's Terms & Conditions of Sale.

Equipment Sub-total: \$ 16,821.00

Freight: Prepaid and Charge TBD

Tax:

If estimated tax is charged, please send your tax exemption for the 'Ship To' state to ar@trystar.com

Freight:

Freight will be added to the invoice. Trystar can provide Rate based on Shipping Zip Code and Shipping Method.

We value your input.
Please take this one question
anonymous
Trystar Survey (link below):
[Survey](#)

Trystar
 15765 Acorn Trail
 Faribault MN 55021
 United States

www.trystar.com

Date: 7/26/2022

Expired: 8/25/2022

Quote Number: 189405

QUOTE

Page: 2 of 3

Line	1	Specifications:	DBDS-015W-LMF-ACDKNPQS
Part Description			
DBDS-6 Dual Breaker Dual Purpose with Kirk Key Interlock			
100A			
5 - 480/277V (3H+N+G) Brown, Orange, Yellow, White, Green			
ETL Listed to UL 1008 Standards, UL 50 Listed, 65KAlC			
Nema 3R - Aluminum Construction			
TEMPORARY CONNECTIONS:			
Temporary Line: 1 x 100A 3P Siemens Main Breaker Kirk Key Interlocked to Existing Permanent Breaker			
Temporary Load: 1 x 100A 3P Siemens Main Breaker			
1 Sets of 16 Series Male Camlocks per Phase, Neutral (if applicable), and Ground			
1 Sets of 16 Series Female Camlocks per Phase, Neutral (if applicable), and Ground			
PERMANENT CONNECTIONS:			
Permanent Line: 1 x 350MCM Mechanical Lug Per Phase, 1 x 350MCM Mechanical Lug per Neutral (if applicable) and Ground			
Permanent Load: 1 x 350MCM Mechanical Lug Per Phase, Neutral (if applicable) and Ground			
STANDARD FEATURES			
Nema 3R - Aluminum Construction			
Hammer Gray Powdercoat			
Silver Plated Copper Busbar			
Phase Rotation Monitor			
Cable Theft Prevention System			
Wall Mount Enclosure			
Additional Standard Features			
K - Kirk Key Interlock Temporary Line Breaker to Existing Permanent Breaker			
S - Pass Thru Lugs			
Adders and Accessories			
A -Two Wire Auto Start			



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15765 Acorn Trail
Faribault MN 55021
United States

www.trystar.com

Date: 7/26/2022

Expired: 8/25/2022

Page: 3 of 3

Quote Number: 189405

QUOTE

C -Battery Charger Receptacle 20A GFCI 125V

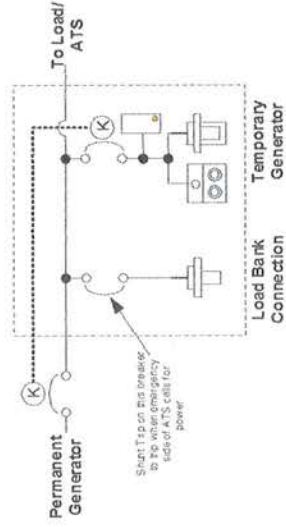
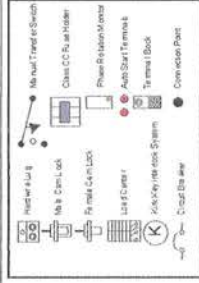
D -Block Heater Receptacle 30A L5-30 125V

N -Strip Heater & Thermostat

P -SPD - 200ka per Phase/100ka per Mode Specify Voltage (277/480V)

Q -Load Dump Receptacle

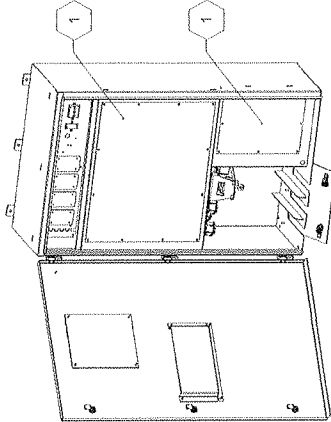
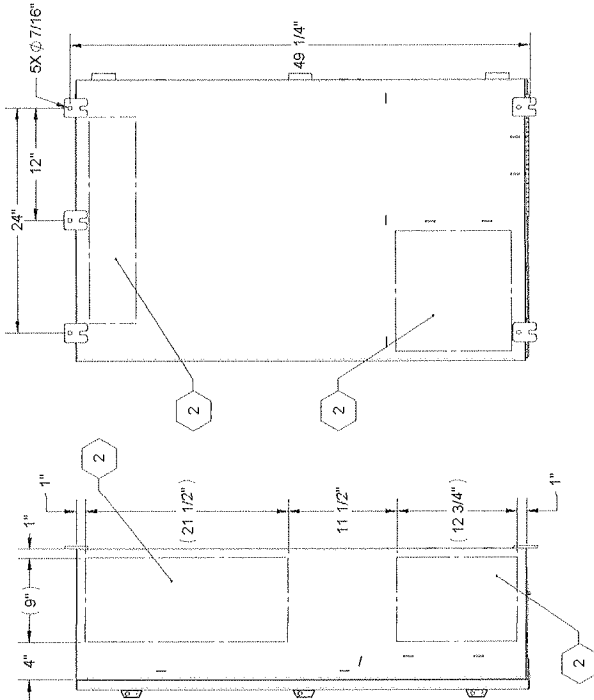
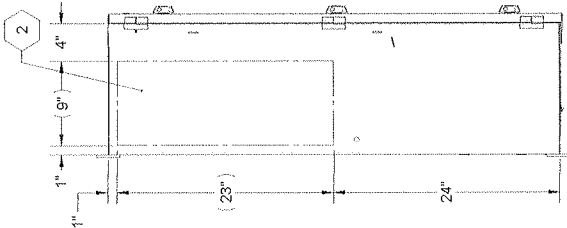
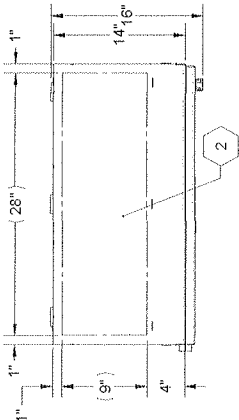
TRYSTAR Dual Breaker Docking Station Dual Purpose Pass Through with Hardwire and Kirk Keyed Breaker



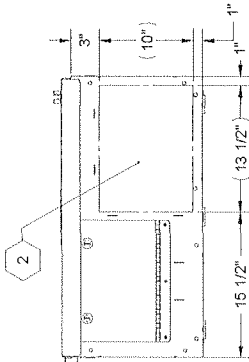
REVISION HISTORY			
REV	DESCRIPTION	ECO	BY
-01	RELEASED FOR CUSTOMER INQUIRIES	N/A	NDA
			DATE
			1/17/2019

Small 19 Series Wall Mount

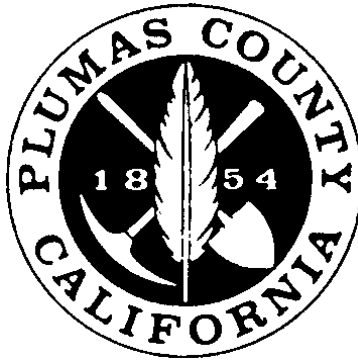
ONE-LINES AVAILABLE UPON REQUEST



- NOTES:
1. REMOVABLE ACCESS PANEL
 2. CONDUIT ENTRY AREA - SIZE & LOCATION SUBJECT TO CHANGE WITH ADDITION OF FEATURES



<div>PROPRIETARY AND CONFIDENTIAL</div> <div>THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TRYSTAR, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TRYSTAR, INC. IS PROHIBITED.</div>	<div>UNLESS OTHERWISE SPECIFIED</div> <div>DIM ARE IN INCHES</div> <div>TOL ON ANGLE ± 1° FRACTION 1/16</div> <div>1 PL ± .132 2 PL ± .015 3 PL ± .010</div> <div>INTERPRET DIM AND TOL PER ASME Y14.5M-1994</div>	APPROVALS		TRYSTAR, INC.	
		DRAWN: NDA	CHECKED: NDA	2917 INDUSTRIAL DRIVE, FARIBAULT, MN 55021	
		DATE: 11/30/2018		(507) 333-3890 - (866) TRYSTAR - TRYSTAR.COM	
		TITLE:		SMALL 19 SERIES: WALL MOUNT; DIMENSIONS & CONDUIT ENTRY AREA	
		THIRD ANGLE PROJECTION		REV: -01	
MATERIAL FINISH		ENG: DATE:	SIZE / CASE CODE: DWG. NO.	REV: -01	
		MFG: DATE:	C 1N5J6	Sn19-xxx-aawW-xx(x)	
		QA: DATE:	SCALE: 1:10	WEIGHT: SHEET 1 OF 1	



NOTICE IS HEREBY GIVEN:

1. That the Plumas County Recommended Budget for Fiscal Year 2022-2023 (July 1, 2022, to June 30, 2023) is available for inspection at the office of the Clerk of the Board of Supervisors, Room 309, Courthouse, Quincy CA.
2. The Plumas County Board of Supervisors will open its hearing on the 2022/2023 County Budget at 10:00 a.m. on September 6, 2022. The hearing will take place in the Board of Supervisors Chambers in the County Courthouse, Third Floor, Room 308, Quincy, California. Any member of the general public may appear at the hearing and be heard regarding any item of the budget or for the inclusion of additional items. All proposals for revisions shall be in writing to the Clerk of the Board before the close of the public hearing. Members of the public are strongly encouraged to submit their comments using e-mail address Public@countyofplumas.com

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: 08/31/2022
To: Honorable Board of Supervisors
From: Martee Graham, Acting Auditor Controller
Subject: Update on the 2022-2023 Budget

Recommendation:

Discussion, direction, and possible action, regarding the Fiscal Year 2022-2023 Plumas County Budget and discussion of the departmental requests, from the County departments.

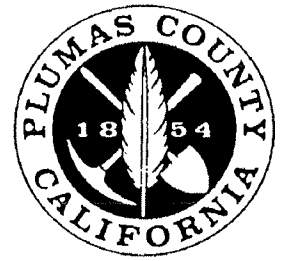
Background:

The budget committee members Martee Graham, Acting Auditor- Controller, Julie White, Treasurer Tax Collector and Kevin Goss, Plumas County Supervisor District 2, Chairman of the Board have met with the County departments and reviewed each budget. Nancy Selvage, Human Resource Director has provided the County Auditor's Office with the position allocation listings and salary budget sheets for each department.

Respectfully submitted,

Martee Graham

*Plumas County Acting Auditor/Controller
Phone (530)283-6249 Fax (530) 283-6442*

**CLERK OF THE BOARD OF SUPERVISORS**

Heidi White

MORANDUM

DATE: August 24, 2022

TO: Honorable Board of Supervisors

FROM: Heidi White, Clerk of the Board

SUBJECT: Secure Rural Schools Allocation Election Due 09/21/2022

RECOMMENDATION:

Determine allocation of funding for re-authorized 2022 Title I/ II/ III (Secure Rural Schools and Community Self Determination Act); direct the Clerk of the Board to prepare form as the Board has elected and authorize the Chair to sign allocation letter to the USDA Forest Service.

BACKGROUND

In preparation of the fiscal year 2022 (payment year 2023) state payments under the Secure Rural Schools (SRS) and Community Self Determination Act, each state is required complete and submit an "FY 2022 Payments to States Title Election Form," which outlines how each qualifying county will be allocating SRS funds. CSAC is assisting in this process by collecting county SRS election information on behalf of the state and working with the State Treasurer and the Department of Finance on submission to the U.S. Forest Service.

The Secure Rural Schools program provides critical funding for schools, roads, and other municipal services to more than 700 counties across the U.S. and Puerto Rico and was reauthorized by the 2021 Infrastructure Bill. Payments are divided into three distinct categories, or Titles: Title I for roads and schools, Title II for projects on Federal lands, and Title III for county projects. In years when the Secure Rural Schools Act is reauthorized by Congress, Title I and Title III payments are made from the Forest Service to states. States then distribute the payment to all eligible counties.

A participating county receiving more than \$100,000 as its share of the State payment must allocate a portion of its payment to Titles II and/or III. 2022 will be the first year since 2013 that counties have had the option to change their election percentages. An eligible county that fails to elect to allocate its share of the State payment shall be considered to have elected to expend 80-percent of the share for public schools and roads. The remaining 20-percent will be available to the Forest Service to carry out projects in the eligible county to further the purposes of title II.

Plumas County historically receives a share of the State payment that is greater than \$350,000 and must make an additional election to allocate among Titles, as explained below:

- \$350,000 or greater (major distribution) – If the county share of the State payment is \$350,000 or greater, the county must allocate 15-percent to 20-percent of its share to title II, title III, or a combination of both, except that the allocation for title III projects may not exceed 7-percent. The total percentage allocated to title II and title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.



FY 2022 Forest Service Payment to States, Public Law 117-58

Election to Allocate the State Payment

A county's Election to receive a payment and to allocate the State payment must be transmitted by the Governor's office or other appropriate executive office of the state such as State Treasurer, on behalf of the Governor. The Forest Service will not accept an election directly from a county or from any non-governmental organization acting on behalf of a county.

Instructions:

To begin, refer to Expired Elections and Earnings attachment for FY21 data dealing with earnings and expired allocation percentages by title. The allocation percentage values are now expired in FY22 but represented amounts that were used to determine last year's FY21 payment. These figures are being presented to aid States/Counties with historical data as they prepare new percentage allocation submissions. Counties paid in FY21 under the 1908 Amended Act are also presented on the report. These counties will remain classified as this designation for the FY22 payments cycle and no allocation elections for these counties will be accepted.

The Total FY21 Earnings value on the attachment represent the total dollar value earned by each county in FY21. The FY22 dollar figures will not be available until after the allocation election due date, so the FY21 figures represent the best available data in determining which distribution allocation guidelines applies. After determining the FY21 dollar amount and distribution category for each county from the attachment, refer to the three options below for further instructions on percent allocation limits.

- **\$100,000 or less. (minor distribution)** An eligible county that elects to receive a share of the State payment that is \$100,000 or less (a minor distribution) may elect to use 100-percent of its share for public roads and schools under title I (column C). **A county that elects to receive a minor distribution must make an affirmative election to use the 100-percent of its share for title I purposes.** In the alternative, the county may opt to allocate 15-percent to 20-percent of its share to title II (column D), title III (column F), or a combination of both. The total percentage allocated to title II and title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.





-
- **\$100,001 to \$349,999 (moderate distribution)** If the county share of the State payment is more than \$100,000 but less than \$350,000, the county must allocate 15-percent to 20-percent of its share to title II (column D), title III (column E), or a combination of both. The total percentage allocated to title II and/or title III must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government (column F).
 - **\$350,000 or greater (major distribution)** If the county share of the State payment is \$350,000 or greater, the county must allocate 15-percent to 20-percent of its share to title II (column D), title III (column E), or a combination of both, except that the allocation for title III projects may not exceed 7-percent. The total percentage allocated to title II and title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government (column F).

Each county that elected to share in the Secure Rural Schools Act State payment (formula payment) must complete this form. An eligible county that fails to elect to allocate its share of the State payment shall be considered to have elected to expend 80-percent of the share for public schools and roads. The remaining 20-percent will be available to the Forest Service to carry out projects in the eligible county to further the purposes of title II.

A county electing to return a percentage of its share of the State payment to the U.S. Treasury instead of allocating a portion to Title II or Title III should show the percentage to be returned to Treasury in Column F.

Refer to page 3 for county title elections chart.

Must be returned to USFS by September 30, 2022



Expired Elections With FY 2021 Earnings							
Fiscal Year : 2021				National : Yes			
				County :NA			
County	Total FY21 Earnings *	Distribution Category** ***	Expired Title I (%)	Expired Title II (%)	Expired Title III (%)	Expired Failure to Elect (%) ****	Expired To Treasury (%)
CALIFORNIA(06)							
Alpine (003)	\$412,958.89	Major	85	8	7	0	0
Amador (005)	\$271,630.62	Moderate	85	0	15	0	0
Butte (007)	\$381,800.60	Major	80	13	7	0	0
Calaveras (009)	\$145,345.82	Moderate	85	0	15	0	0
Colusa (011)	\$107,580.91	Moderate	85	15	0	0	0
Del Norte (015)	\$1,264,455.06	Major	85	15	0	0	0
El Dorado (017)	\$1,723,437.17	Major	85	8	7	0	0
Fresno (019)	\$1,173,569.27	Major	85	8	7	0	0
Glenn (021)	\$306,315.42	Moderate	80	13	7	0	0
Humboldt (023)	\$898,010.39	Major	85	8	7	0	0
Kern (029)	\$184,762.40	Moderate	85	8	7	0	0
Lake (033)	\$423,181.32	Major	85	8	7	0	0
Lassen (035)	\$1,653,040.86	Major	85	8	7	0	0
Madera (039)	\$474,962.99	Major	85	8	7	0	0
Mariposa (043)	\$268,595.14	Moderate	85	0	15	0	0
Mendocino (045)	\$295,021.66	Moderate	85	8	7	0	0
Modoc (049)	\$1,425,960.33	Major	85	12	3	0	0
Monterey (053)	\$15,355.95	Minor	100	0	0	0	0
Nevada (057)	\$328,724.40	Moderate	85	8	7	0	0
Placer (061)	\$702,400.64	Major	80	13	7	0	0
Plumas (063)	\$3,095,517.76	Major	85	8	7	0	0
Shasta (089)	\$1,711,473.81	Major	85	8	7	0	0
Sierra (091)	\$788,063.59	Major	85	12	4	0	0
Siskiyou (093)	\$3,953,441.97	Major	85	8	7	0	0
Tehama (103)	\$1,021,304.37	Major	85	10	5	0	0
Trinity (105)	\$3,296,394.96	Major	85	12	3	0	0
Tulare (107)	\$463,490.67	Major	85	8	7	0	0
Tuolumne (109)	\$1,093,129.12	Major	85	8	7	0	0
Yuba (115)	\$101,911.69	Moderate	85	0	15	0	0
Inyo(027)	\$665,092.22	1908 ACT ELECTION					
Los Angeles(037)	\$1,450,358.11	1908 ACT ELECTION					
Mono(051)	\$711,151.52	1908 ACT ELECTION					
Orange(059)	\$59,235.20	1908 ACT ELECTION					
Riverside(065)	\$412,391.13	1908 ACT ELECTION					
S.Barbara(083)	\$96,411.60	1908 ACT ELECTION					
S.Bernardino(071)	\$708,551.80	1908 ACT ELECTION					
S.Lu.Obispo(079)	\$29,144.16	1908 ACT ELECTION					
San Diego(073)	\$312,914.32	1908 ACT ELECTION					
Ventura(111)	\$89,436.27	1908 ACT ELECTION					

Note * - These figures represent the actual amounts that each county earned in FY2021. Title I, III were distributed to the counties via the State payment process. Title II and Failure to elect amounts are withheld by the Forest Service pending the Resource Advisory Committee (RAC) project request/approval process. To Treasury percentages are transferred to the US Treasury General Fund.

Note ** - See the Instructions & Elections Form for SRS guidelines for election distribution rates based upon current FY21 earned amounts.

Note *** - A yellow highlighted item signifies that the current distribution rate is out of compliance based upon the FY21 earnings levels. Refer to the Instructions & Elections Form for the most current SRS election guidelines.

Note **** - The Failure to Elect percentages represent counties that failed to make SRS elections in 2013 and those values have carried forward based on SRS legislative reauthorizations. This category is not an available option within the current elections cycle by the counties.

State: CaliforniaColumn G is auto populated from the entries in columns C, D, E, & FG total must equal 100

A	B	C	D	E	F	G
Entry No.	County Name	State Payment—Percentage allocated to				Total Columns C, D, E & F (100%)
		Title I	Title II	Title III	Return to Treasury	
1	Alpine (003)					0
2	Amador (005)					0
3	Butte (007)					0
4	Calaveras (009)					0
5	Colusa (011)					0
6	Del Norte (015)					0
7	El Dorado (017)					0
8	Fresno (019)					0
9	Glenn (021)					0
10	Humboldt (023)					0
11	Kern (029)					0
12	Lake (033)					0
13	Lassen (035)					0
14	Madera (039)					0
15	Mariposa (043)					0
16	Mendocino (045)					0
17	Modoc (049)					0
18	Monterey (053)					0
19	Nevada (057)					0
20	Placer (061)					0
21	Plumas (063)					0
22	Shasta (089)					0
23	Sierra (091)					0
24	Siskiyou (093)					0
25	Tehama (103)					0
26	Trinity (105)					0
27	Tulare (107)					0
28	Tuolumne (109)					0
29	Yuba (115)					0





A	B	C	D	E	F	G
Entry No.	County Name	State Payment—Percentage allocated to				Total Columns C, D, E & F (100%)
		Title I	Title II	Title III	Return to Treasury	
30						0
31						0

Information below is required

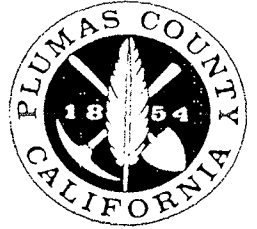
Preparer's name and title:	Preparer's mailing address:
Preparer's phone number:	
Preparer Signature:	Preparer's email:



"EXHIBIT A"

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



June 03, 2014

Ms. Christine Nota
USDA Forest Service
650 Capitol Mall, Room 8-200
Sacramento, CA 95814

Re: Election to Receive Federal Forest Reserve Payments

Dear Ms. Nota:

The Board of Supervisors of the County of Plumas, California elects to receive for their share of the Federal Forest Reserve Payment according to the following allocation.

Title I Allocation	85.00%
Title II Allocation	8.00%
Title III Allocation	7.00%

The Title II allocation should be distributed for the listed projects in the corresponding amounts. Any funds remaining should be held for projects to be designated in a subsequent year.

No projects approved for 2014

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Kennedy", is written over a horizontal line.

Jon Kennedy, Chair
Plumas County Board of Supervisors

JK:nd