



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

**DECEMBER 6, 2022 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

2. CONSENT AGENDA

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

A. CLERK OF THE BOARD

- 1) Approve Board Minutes for November 2022 [View Item](#)

B. COUNTY CLERK RECORDER - REGISTRAR

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Clerk Recorder's Office and Contract and Pitney Bowes for county departments and the Plumas County Superior Court postage machine for the amount of \$6,100.20 total for a three (3) year contract; approved as to form by County Counsel. [View Item](#)
- 2) Certify the November 8, 2022 General Election results attached in the Official Final report. [View Item](#)

C. PLANNING DEPARTMENT

- 1) Adopt **RESOLUTION** authorizing Application for, and Receipt of, SB 2 Planning Grants Program Funds from the State Department of Housing and Community Development (HCD); approved as to form by County Counsel. [View Item](#)

D. PROBATION

- 1) Authorize the Chief Probation Officer to recruit and fill, funded and allocated; 1.0 FTE Supervising Probation Officer position; vacancy due to resignation; position funding is 80% SB678 grant funding, and 20% General Fund budgeted in Fiscal Year 2022-2023. [View Item](#)
- 2) Authorize the Chief Probation Officer to recruit and fill, funded and allocated; 1.0 FTE Deputy Probation Officer position; vacancy due to resignation; position funding is 60% JJCJA juvenile grant funding, and 40% General Fund, budgeted in Fiscal Year 2022-2023. [View Item](#)
- 3) Approve and authorize the Chair to sign a Services Agreement between the Plumas County Probation Department and Kevin Lynch in Fiscal Year 2022-2023 for development of a comprehensive YOBG/JJCJA plan not to exceed \$6,000.00, approved as to form by County Counsel. [View Item](#)

E. PUBLIC WORKS

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Works and Feather River Forestry for Hazard Tree Assessment Services; effective November 1, 2022; not to exceed \$45,000; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Amendment No. 12 of the Service Agreement between Plumas County Public Works and MGE Engineering, Inc., for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Snake Lake Road Bridge Replacement Project"; not to exceed \$26,807.20; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign Amendment No. 13 to the Agreement between Plumas County Public Works Department and MGE Engineering, Inc. for On-call Civil Engineering Services

for the Graeagle-Johnsville Road Rehabilitation Project; not to exceed \$220,844.49; approved as to form by County Counsel. [View Item](#)

- 4) Approve and authorize the Chair to sign Amendment No. 1 to the Agreement between Plumas County Public Works and Bender Rosenthal Inc. for property valuation as required for the Sloat RSP Storm Drainage Repair Project; not to exceed \$2,700.00; approved as to form by County Counsel. [View Item](#)
- 5) Approve and authorize the Chair to sign Amendment No. 2 to the Agreement between Plumas County Public Works and Bender Rosenthal Inc. for easement acquisition services required for the Radio Hill Road and Utility Easements project; not to exceed \$29,365.00; approved as to form by County Counsel. [View Item](#)
- 6) Approve and authorize the Chair to sign Amendment No. 3 to the Agreement between Plumas County Public Works and Bender Rosenthal Inc. to modify Article X, section G on Subcontracting; approved as to form by County Counsel. [View Item](#)
- 7) Approve and authorize the Chair to sign the Agreements between Plumas County Public Works and the following contractors: Pavement Coatings Company, Inc., J.W. Bamford, Inc., Wilburn Construction, Inc. and Dig It Construction, Inc. for the 2023 On-Call Snow Removal and Storm Damage Assistance Maintenance; not to exceed amount of \$100,000 per each agreement; approved as to form by County Counsel. [View Item](#)

3. PRESENTATION [VIEW ITEM](#)

- A. Recreation Economy for Rural Communities (RERC) Quincy Community Action Plan (November 2022) with Local Steering Committee Presenter, Nova Collinson, Sierra Buttes Trail Stewardship

4. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

- 1) Sewer Lift Station Pump Replacement; discussion, direction and/or possible action. [View Item](#)
- 2) Approve and authorize the Chair to sign Amendment No. 1 to the Agreement between Beckwourth Community Service Area and Nichols Consulting Engineers, for the option to replace the existing submersible sewer pump with a pump that would grind up wipes without clogging the pump impeller; not to exceed \$6,500; approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 3) Approve no contract payment of \$1,864.13 to Jet Plumbing and \$5,975.00 to Plumas Sanitation for Emergency Repair of BCSA Sewer Pump Without a Contract; discussion and possible action. [View Item](#)

B. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

5. DEPARTMENTAL MATTERS

A. COUNTY CLERK RECORDER - REGISTRAR - Marcy DeMartile

- 1) Adopt **RESOLUTION** authorizing the Plumas County Clerk to conduct a special vote by mail Election on May 2, 2023 within the boundaries of the West Almanor Community Services District, placing a measure before the voters in the district, extending and increasing the specialty tax for a period of 4 years, for emergency medical services, fire protection and prevention; discussion and possible action. **Roll call Vote.** [View Item](#)

B. INFORMATION TECHNOLOGY - Greg Ellingson

- 1) Adopt the Plumas County Acceptable Use Policy as submitted, to establish acceptable guidelines for all Plumas County-owned technology resources; reviewed by County Counsel; discussion and possible action. [View Item](#)

C. PROBATION - Keevin Allred

- 1) Approve the Updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2022-2023; discussion and possible action. [View Item](#)

D. PUBLIC HEALTH

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Erin Barnes, M.D., to perform the duties of a Deputy County Health Officer for the Public Health Agency; effective November 1, 2022; not to exceed \$11,250.00, approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign an Amendment Agreement between Plumas County Public Health and Colleen Bridger Consulting, LLC, to provide Public Health training; effective September 1, 2022; not to exceed \$34,000.00, approved as to form by County Counsel; discussion and possible action. [View Item](#)

E. PUBLIC WORKS DEPARTMENT - John Mannie

- 1) Authorize fixed asset purchase of one (1) Dixie Fire replacement used, steel drum roller, with trailer, and authorize the Director of Public Works and the County Administrative Officer to issue Plumas County Purchase Order(s); not to exceed \$63,000; discussion and possible action.
Roll call vote. [View Item](#)

F. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** authorizing the Sheriff to contract with the California Department of Corrections and Rehabilitation (CDCR) and execute California Department of Corrections and Rehabilitation Agreements as required; approved as to form by County Counsel; discussion and possible action. **Roll call vote.** [View Item](#)
- 2) Authorize no contract payment of \$1,569.05, to Susanville Ford for labor and repair services for a patrol vehicle; discussion and possible action. [View Item](#)
- 3) Authorize no contract payment of \$6,248.10 and \$2,565.27, to JBT Marine for unanticipated labor and repair services for a patrol boat; discussion and possible action. [View Item](#)

6. BOARD OF SUPERVISORS

- A. 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 February 7, 2023. [View Item](#)
- B. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on January 3, 2023. [View Item](#)

C. CORRESPONDENCE

D. INFORMATIONAL ANNOUNCEMENTS

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Paul Russell, Museum Director
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

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



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Heidi White, Clerk of the Board
MEETING DATE: December 6, 2022
SUBJECT: Approve Board Minutes for November 2022

Recommendation

Approve Board Minutes for November 2022 as submitted.

Background and Discussion

Action:

Attachments:

1. Meeting Minutes 11-1-2022
2. Meeting Minutes 11-8-2022
3. Special Meeting Minutes 11-29-2022



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 PLUMAS COUNTY BOARD OF SUPERVISORS OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON NOVEMBER 1, 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.

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Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Travis Goings led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Goss moved Item 3 - Feather River College, to follow the Public Comment item due to scheduling conflict.

PUBLIC COMMENT OPPORTUNITY

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

Janice McDowell, commented to advocate for Public Health Employees.

Becky Grant made public comment regarding employee skills, recruitment, retention, and wage related topics to advocate for the Sheriff's Office and the Dispatch Center.

Public Health Nurse, Jessica commented on health premiums going up, and how this would affect Public Health employees.

Ava Hagwood commented on recruitment, retention, the basic needs of the existing employees not being met , and a "liveable wage".

Linda Margaretic commented regarding her opposition to Senate Bill 2098.

Michael Wilhoite concerning the Rock Creek-Cresta Project, and additional reasonable water temperature control measures.

Charles Schrammel, a former Social Services employee, commented to advocate for Social Service employees.

TiffanyRetzlaff, a Social Services employee, commented that she will need to leave her current position due to the increase in insurance premiums.

Melissa Smith, a Social Services employee, spoke regarding the work and importance of social service employees.

Wendy Durkin commented on the Pacific Gas & Electric (PG&E) Company report concerning the Rock Creek-Cresta Project, and requested that the matter be brought back on 11/08/2022.

3. FEATHER RIVER COLLEGE

- A. Adopt **RESOLUTION** Supporting Feather River College Affordable Student Housing Grant; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: Approve Adopt **RESOLUTION No. 22-8737** Supporting Feather River College Affordable Student Housing Grant; approved as to form by County Counsel; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

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 efforts

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

A. PUBLIC WORKS

- 1) Adopt a Resolution in support of a grant application recently submitted by the Department of Public Works to the California OHV Grant Program; approved as to form by County Counsel.

Resolution No. 22-8735

- 2) Approve and authorize the Chair to sign the Agreement between Plumas County Public Works and successful bidder Shawn Dietrick, dba Northstate Painting, for the East Quincy Transfer Station Fire Damage Repair; not to exceed \$56,466.25; approved as to form by County Counsel.

- 3) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and R3 Consulting Group, to conduct RRI analysis for the Audited Financial Statements for each of the franchise waste haulers per the terms of the Franchise Agreements; not to exceed \$3,500.00; approved as to form by County Counsel.

B. COUNTY COUNSEL

- 1) Approve and authorize Chair to sign and ratify Public Defender Agreement between Plumas County and Jude M. Koenig, effective October 1, 2022; approved as to form by County Counsel

C. FACILITY SERVICES

- 1) Approve and authorize the Chair to sign an Agreement between Facility Services and Skyline Home Improvement for general roofing services for County facilities; not to exceed \$10,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Facility Services and Dig It Construction, Inc., for snow removal at the Chester facilities; effective November 1, 2022; not to exceed \$15,000.00; approved as to form by County Counsel.

D. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Plumas Rural Services-Support for Client Assistance and Homeless Prevention Services; effective July 1, 2022; not to exceed \$210,860.81; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and California Mental Health Services Authority, for payment reform, policy changes, data exchanges, and project management services not to exceed \$85,300.00; approved as to form by County Counsel.
- 3) Adopt Resolution authorizing application for and receipt of Permanent Local Housing Allocation Program Grant Funds; approved as to form by County Counsel.

Resolution No. 22-8736

- 4) Approve and authorize the Chair to sign and ratify a Memorandum of Understanding between Plumas County Behavioral Health and Sierra Cascade Family Opportunities, to conduct classroom mental health evaluation services, effective August 1, 2021; approved as to form by County Counsel.
- 5) Approve and authorize the Chair to sign and ratify the Addendum to the Memorandum of Understanding between the County of Plumas and California Health and Wellness, setting out specific guidance on the dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans; approved as to form by County Counsel.

E. CLERK OF THE BOARD

- 1) Approve Meeting Minutes for October 2022.

F. PUBLIC HEALTH AGENCY

- 1) Approve and Authorize the Chair to sign and ratify an Agreement between Plumas County Public Health Agency and the National Association of County and City Health Officials, to provide services to enhance programmatic activities; effective April 1, 2022; not to exceed \$19,825.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Health and Wheels West Inc., for the purchase of replacement vehicles for the Senior Transportation program; not to exceed \$139,404.00; (funded by the Cares Act) approved and budgeted in the FY 2021/2022 budget, carrying over to the 22/23 budget; approved as to form by County Counsel.

4. DEPARTMENTAL MATTERS

A. PUBLIC WORKS - John Mannle

- 1) Authorize the Director of Public Works to recruit and fill, funded and allocated; 1.0 FTE Public Works Equipment Service Worker position in the Quincy Maintenance Shop; discussion and possible action.

Motion: Approve Authorize the Director of Public Works to recruit and fill, funded and allocated; 1.0 FTE Public Works Equipment Service Worker position in the Quincy Maintenance Shop; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

B. PLANNING DEPARTMENT - Tracey Ferguson

- 1) **CONDUCT A PUBLIC HEARING:** PURSUANT TO GOVERNMENT CODE §25123(d), §25126, §25131: Amend Urgency Ordinance 21-1140, Concerning Emergency Interim Housing during Recovery from the Dixie Fire and Beckwourth Complex Fire, previously adopted October 28, 2021; **Four/fifths required roll call vote**

Tracey Ferguson, Planning Director, provided an update and background to the Board regarding the amended Emergency Ordinance

Supervisor Goss opened the Public Hearing - there was no public comment. He then closed the hearing and brought the matter back to the Board.

Motion: Approve PURSUANT TO GOVERNMENT CODE §25123(d), §25126, §25131: Amended Urgency Ordinance 21-1140, Concerning Emergency Interim Housing during Recovery from the Dixie Fire and Beckwourth Complex Fire, previously adopted October 28, 2021; Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 Thrall, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Abstain: Supervisor - District 2 Goss.

- 2) Authorize the Director of Planning to recruit and fill, funded, and flexibly allocated; (one) 1.0 FTE Assistant/Associate/Senior Planner position; discussion and possible action.

Motion: Approve Authorize the Director of Planning to recruit and fill, funded, and flexibly allocated; (one) 1.0 FTE Assistant/Associate/Senior Planner position; **Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** None.

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

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

C. PLUMAS COUNTY LIBRARY - Lindsay Fuchs

- 1) Adopt **RESOLUTION** authorizing the Plumas County Librarian to file and execute the grant funding agreement; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve Adopt **RESOLUTION No. 22-8738** authorizing the Plumas County Librarian to file and execute the grant funding agreement; approved as to form by County Counsel; **Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 5 Engel.

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

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

D. PUBLIC HEALTH AGENCY - Dana Loomis

- 1) Authorization for the Department of Public Health to recruit and fill, funded and allocated; (one) 1.0 FTE Health Education Coordinator I/II position; discussion and possible action.

Motion: Approve Authorization for the Department of Public Health to recruit and fill, funded and allocated; (one) 1.0 FTE Health Education Coordinator I/II position; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

- 2) Approve a supplemental budget request for FY 2022/2023 increasing the Future of Public Health (FoPH) grant revenue (44141) by \$420,397.00, and Transfer Out (51000) Wages by \$208,077.29; (51080) Retirement by \$38,870.66; (51090) Group Insurance by \$52,477.65; (51100) OASDI by \$6,238.82; (521900) Professional Services by \$23,730.00; (52440) Special Dept. Expense by \$71,002.58; approved by the County Auditor; discussion and possible action.

Four/ fifths roll call vote

Motion: Approve Approve a supplemental budget request for FY 2022/2023 increasing the Future of Public Health (FoPH) grant revenue (44141) by \$420,397.00, and Transfer Out (51000) Wages by \$208,077.29; (51080) Retirement by \$38,870.66; (51090) Group Insurance by \$52,477.65; (51100) OASDI by \$6,238.82; (521900) Professional Services by \$23,730.00; (52440) Special Dept. Expense by \$71,002.58;

Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 5 Engel.

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

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

E. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570; discussion and possible action. **Roll call vote**

Motion: Approve Adopt **RESOLUTION No. 22-8739** to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570; Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

- 2) Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Systems Analyst position; discussion and possible action.

Motion: Approve Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Systems Analyst position;

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

F. TREASURER - TAX COLLECTOR - Julie White

- 1) Approve and authorize the Treasurer-Tax Collections Administrator to recruit and fill, funded and allocate; 1.0 FTE Tax Specialist I/II and request the allocation of \$18,000.00 from Other Wages into the Personnel Budget 20050 to fund Extra Help position; discussion and possible action.

Motion: Approve Approve and authorize the Treasurer-Tax Collections Administrator to recruit and fill, funded and allocate; 1.0 FTE Tax Specialist I/II and request the allocation of \$18,000.00 from Other Wages into the Personnel Budget 20050 to fund Extra Help position;

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

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

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

5. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Brendan Herbert to the Airport Land Use Commission, to fill the vacancy; as nominated by the Airport Manager, JD Moore; discussion and possible action.

Motion: Appoint Brendan Herbert to the Airport Land Use Commission, to fill the vacancy; as nominated by the Airport Manager, JD Moore;

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

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

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

B. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding sprinkler system requirements; correspondence regarding the Lawry House; and correspondence with property owners and Public Works regarding a traffic safety issue at Quincy Junction Rd., and Lee Rd.

Supervisor Thrall received correspondence regarding Project 2105 and some of the matters brought up during public comment; quite a bit of correspondence and concern regarding the County's ability to provide snow removal, and emergency services not being able to get to those in need if the snow is not removed.

Supervisor Engel received correspondence regarding hazardous tree removal.

Supervisor Ceresola received correspondence regarding fire district consolidation; correspondence regarding the solid waste/ garbage service, and Sierra Valley Groundwater drought conditions.

Supervisor Goss received correspondence regarding sprinkler system requirements, and solar panel requirements with regards to the rebuild; correspondence regarding the 45 minute traffic stops between Greenville and Canyon Dam, and communication with PG&E to mitigate this issue and reduce the wait times.

C. INFORMATIONAL ANNOUNCEMENTS

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

Supervisor(s) Hagwood, and Thrall had nothing out of the ordinary to report

Reported by Supervisor Engel regarding matters related to County Government, and included a watershed meeting.

Reported by Supervisor Ceresola regarding matters related to County Government, and included meeting with the Fire District Consolidation group, and met with a couple of volunteer fire departments.

Reported by Supervisor Goss regarding matters related to County Government, and included joining in on the LATA kickoff Call; he also chaired and participated in the Plumas County Infrastructure RSF.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Nancy Selvage, Director of Human Resources
- 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: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Goss reported no reportable action taken in the closed session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, November 8, 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 NOVEMBER 8, 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.

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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER/ ROLL CALL

Roll Call.

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

PLEDGE OF ALLEGIANCE

Roni Towery led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Engel removed Item 4.E.1. from the agenda.

Supervisor Goss, suggested that it could be brought back for discussion at a later date.

PUBLIC COMMENT OPPORTUNITY

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

Catherine Schwarts , a Clinical Supervisor at the Behavioral Health Department commented regarding the loss of staff due to wages and requested an increase in wages due to the increase in health insurance premiums.

Ava Hagwood , a child welfare social worker with Plumas County Social Services commented regarding the unique challenges the County has been faced with over the last 3 years (the Dixie Fire, Covid 19, inflation, and extreme staff shortages). She requested that the County invest in the employees that provide essential services.

Christy read a letter on behalf of Behavioral Health employees.

Thomas McGowan spoke regarding the upcoming Save Lake Almanor Group presentation listed on the agenda. He also commented regarding county staff and public comment over the last three weeks.

Mike Dianda, of the Operating Engineers business representative for the General and mid-management units , commented regarding the status of current negotiations.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Willow Vierra, Agricultural Commissioner and Sealer of Weights and Measures, presented the 2021 Agricultural Production report for Plumas County.

Sheriff Todd Johns updated the board regarding another deputy's resignation, and went on to discuss staffing shortages.

Sharon Sousa, Interim Director of Behavioral Health spoke regarding staff shortages and a reduction in services.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No members of the Dixie Fire Collaborative were present - no update given.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

A. SHERIFF'S DEPARTMENT

- 1) Approve and authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Sheriff's Office and the Butte County Sheriff's Office, for provision of Forensic Services; effective November 1, 2022; not to exceed \$20,000.00; approved as to form by County Counsel.

B. PUBLIC HEALTH AGENCY

- 1) Approve and Authorize the Chair to sign and ratify a Memorandum of Understanding between the Plumas County Public Health Agency and the Plumas County Office of Education to provide school-based Health Education and Prevention Services; effective October 1, 2022; not to exceed \$10,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign an agreement between Plumas County Public Health Agency and Meghan Hynes, Consultant; for services and guidance to build capacity of the Department of Public Health's Harm Reduction services; effective September 15, 2022; not to exceed \$20,000.00; approved as to form by County Counsel.

C. FACILITY SERVICES

- 1) Approve and authorize the Director of Facility Services & Airports to waive the rental fee for the

Quincy Parent Cooperative Organization's youth fundraiser, to be held on November 18, 2022 from 4pm to 9pm at the Quincy Memorial Hall.

D. BEHAVIORAL HEALTH

- 1) Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated; 1.0 FTE Behavioral Health Site Coordinator position.

E. SOCIAL SERVICES

- 1) Authorize the Director of Social Services to recruit and fill, funded and allocated; 1.0 FTE Social Worker I/II/III Position in the Child Protective Services Program; discussion and possible action.

3. PRESENTATION

Save Lake Almanor - Mike Wilhoite and Wendy Durkin

The Save Lake Almanor Group spoke on the background regarding the License and the control measures report and requested that the Board of Supervisors approve and authorize the Chair to sign a letter supporting the PG&E draft for additional reasonable water control measures report. Discussion ensued.

4. DEPARTMENTAL MATTERS

A. PUBLIC HEALTH AGENCY - Dana Loomis

- 1) Adopt **RESOLUTION** to Amend the FY 2022-2023 County Personnel Allocation to add a 0.5 FTE to the Physician Assistant/Nurse Practitioner position in Budget Unit 70560 and authorize Human Resources to recruit and fill the position; discussion and possible action. **Roll call vote**

Motion: Approve Adopt **RESOLUTION No. 22-8740** to Amend the FY 2022-2023 County Personnel Allocation to add a 0.5 FTE to the Physician Assistant/Nurse Practitioner position in Budget Unit 70560 and authorize Human Resources to recruit and fill the position.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

- 2) Authorize the Director of Public Health to recruit and fill (1) one Extra-Help Driver position for the

Senior Services program in the Chester division; discussion and possible action.

Motion: Approve Authorize the Director of Public Health to recruit and fill (1) one Extra-Help Driver position for the Senior Services program in the Chester division.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

B. PLANNING DEPARTMENT - Tracey Ferguson

- 1) Approve and authorize Chair to sign letter of support to the Sierra Valley Groundwater Management District (SVGMD) for the grant application to the Department of Water Resources (DWR) for the Sustainable Groundwater Management (SMG) Grant Program's Sustainable Groundwater Management Act (SGMA) Implementation Round 2; discussion and possible action

Motion: Approve Approve and authorize the Chair to sign a letter of support to the Sierra Valley Groundwater Management District (SVGMD) for the grant application to the Department of Water Resources (DWR) for the Sustainable Groundwater Management (SMG) Grant Program's Sustainable Groundwater Management Act (SGMA) Implementation Round 2.

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

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

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

- 2) Approve and authorize the Chair to sign a comment letter to Pacific Gas & Electric (PG&E) Company concerning the Rock Creek-Cresta Project, FERC No. 1962, License Condition No. 4.D Additional Reasonable Water Temperature Control Measures Report; discussion and possible action

Motion: Approve as amended per Board direction and authorize the Chair to sign an amended comment letter to Pacific Gas & Electric (PG&E) Company concerning the Rock Creek-Cresta Project, FERC No. 1962, License Condition No. 4.D Additional Reasonable Water Temperature Control Measures Report.

Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 5 Engel.

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

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

- 3) Approve and authorize the Chair to sign consent form acknowledging and accepting the terms of the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Program; discussion and possible action

Motion: Approve and authorize the Chair to sign a consent form acknowledging and accepting the terms of the California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) Program; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

C. AUDITOR-CONTROLLER - Martee Nieman (Graham)

- 1) Approve and authorize the Auditor / Controller to complete budget transfers for fiscal year 2021/2022; transferring to/ from 51XXX accounts to clear up negative wages and benefits in various departments; discussion and possible action. **Four/ fifths roll call vote**

Motion: Approve and authorize the Auditor / Controller to complete budget transfers for fiscal year 2021/2022; transferring to/ from 51XXX accounts to clear up negative wages and benefits in various departments, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

D. SHERIFFS DEPARTMENT -

- 1) Approve and authorize the Sheriff, at his discretion , to authorize cell phone allowances for the staff under his command, and approve supplemental budget transfer of \$15,000.00 from Custodial Services Acct. # 520404, \$6,000.00 from Fuel Expenses Acct. # 52102, \$3,000.00 from Special Dept. Expense Acct. 524400, and \$2,880.00 from Medical Service Acct. # 521980 into Cell Phone Allowance Acct. #51120 to fund proposed cell phone allowances; discussion and possible action. **Four/ fifths roll call vote**

Motion: Approve and authorize the Sheriff, at his discretion , to authorize cell phone allowances for the staff under his command, and approve supplemental budget transfer of \$15,000.00 from Custodial Services Acct. # 520404, \$6,000.00 from Fuel Expenses Acct. # 52102, \$3,000.00 from Special Dept. Expense Acct. 524400, and \$2,880.00 from Medical Service Acct. # 521980 into Cell Phone Allowance Acct. #51120 to fund proposed cell phone allowances; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

E. COUNTY COUNSEL - Gretchen Stuhr

- 1) Approve and authorize County Counsel to move forward with minor remodel and carpet cleaning of 1446 E. Main Street Building; discussion and possible action.

This matter was removed from the agenda as requested by Supervisor Engel. Supervisor Goss stated that this matter would be discussed and brought back before the Board at a later date.

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 it back within 30 days, on December 6, 2022

Motion: Approve to continue pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 6, 2022,

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

B. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding cemetery district business, traffic safety on Quincy Junction Roads and correspondence regarding the Chinese Cemetery on Cemetery Hill.

Supervisor Thrall received the usual correspondence, and reported that there was nothing out of the ordinary to report.

Supervisor Engel received correspondence regarding Lake Almanor; 5102; business webinars, and workshops; correspondence regarding Dixie Fire Home Rebuilds.

Supervisor Ceresola received correspondence regarding fire control; work on the consolidation of the fire department districts;

Supervisor Goss received correspondence regarding the Crescent Mill Cemetery; rebuilding and fire sprinkler, and solar panel building code requirements; and the usual correspondence around the community.

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 Hagwood regarding matters related to County Government, and include local business interests regarding Dame Shirley Plaza; attended the Community Development, and reported on his Radio program.

Reported by Supervisor Thrall regarding matters related to County Government, there were no meetings scheduled. ("quiet")

Reported by Supervisor Engel regarding matters related to County Government, and include the RSF Working Group Meeting.

Reported by Supervisor Ceresola regarding matters related to County Government, nothing to report ("quiet")

Reported by Supervisor Goss regarding matters related to County Government and include the RSF meeting with the infrastructure folks, attended a check-in with long term recovery group; and the Plumas County Partners Zoom Meeting.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public employee performance evaluation – Museum Director (Board Only)

B. Conference with real property negotiator, regarding facilities: Dame Shirley Plaza, APN 115-053-001

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 pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (2 cases)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases)
- G. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Goss reported that no reportable action was taken in the Closed Session.

ADJOURNMENT

Adjourn meeting to Tuesday, November 29, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

Adjourned meeting to Tuesday, November 29, 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 SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON NOVEMBER 29, 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.

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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Gretchen Stuhr led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Item 2.C.1 and Item 2.C.2 had incorrect dates noted on the agenda - changes noted as follows:

Item 2.C.1 - Presentation of Plumas County Annual Audit Report performed by Smith & Newell, Certified Public Accountants for the Fiscal Year Ending June 30, 2022.

Corrected to the following: **Presentation of Plumas County Annual Audit Report performed by Smith & Newell, Certified Public Accountants for the Fiscal Year Ending June 30, 2021.**

Item 2.C.2 - Presentation of Plumas County Treasury Oversite performed by Smith & Newell, Certified Public Accountants for the Fiscal Year Ending June 30, 2022.

Corrected to the following: **Presentation of Plumas County Treasury Oversite performed by Smith & Newell, Certified Public Accountants for the Fiscal Year Ending June 30, 2021.**

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board and listed on this notice of special meeting may be addressed by the general public at the beginning of the special agenda. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

There was no public comment.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Planning Director Tracey Ferguson reported that on Friday December 2, 2022, the Planning Department will be submitting 2 applications to the FEMA Building Resilient Infrastructure Communities (BRIC) Grant funding opportunity.

Public Health Director, Dana Loomis reported that Public Health will be launching the Community Health Improvement Planning process in December.

Supervisor Hagwood extended his appreciation and thanks to a retiring board member of the Meadow Valley Cemetery District, John Schmidt. Thank you for your service and dedication to the residents of Plumas County.

Supervisor Engel extended his appreciation to Marcy DeMartile and the Election Office staff for the helpful and professional manner in which the November election was handled.

ACTION AGENDA

1. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

A. BUILDING DEPARTMENT

- 1) Approve and authorize the Director of Building Services to recruit and fill FY2022-2023 budgeted and allocated 1.0 FTE Building Inspector I/II.
- 2) Approve and authorize the Director of Building Services to recruit and fill FY2022-2023 budgeted and allocated 1.0 FTE Administrative Assistant I/II

B. PUBLIC HEALTH AGENCY - Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill, funded and allocated 1.0 FTE Department Fiscal Officer; vacancy due to promotion.
- 2) Authorize the Director of Public Health to recruit and fill, funded and allocated 1.0 FTE Health Education Specialist.
- 3) Authorize the Director of Public Health to recruit and fill, funded and allocated 1.0 FTE Community Outreach Coordinator; vacancy due to resignation.

C. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize use of Chester Airport (Rogers Field) for a New Year's Eve fireworks display, provided by the Lake Almanor Area Chamber of Commerce.
- 2) Approve and authorize the Director of Facility Services & Airports to waive the Chester Park rental fee for the Lake Almanor Area Chamber of Commerce community ice skating rink (November 2022 - March 2023).
- 3) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Facility Services and the Lake Almanor Area Chamber of Commerce, to lease Chester Park site for the Ice Skating Rink operation, effective November 1, 2022; approved as to form by County Counsel.

D. PLANNING DEPARTMENT

- 1) Approve and authorize Planning Department to refund applicant (David and Dana Hughes) the application fee (\$1,255.00) for a Lot Line Adjustment

E. COUNTY COUNSEL

- 1) Approve and Authorize Chair to ratify and sign agreement between Plumas County Counsel and Municipal Resource Group, LLC (MRG, LLC) for employment investigations, effective November 21, 2022, not to exceed \$8,000.00; approved as to form by County Counsel

2. DEPARTMENTAL MATTERS

A. PUBLIC HEALTH AGENCY -

- 1) Adopt **RESOLUTION** to accept and approve a Grant Agreement from the California Department of Public Health, Emergency Preparedness Office in the amount of \$1,729,094.00 and authorize the Director of Public Health to sign; approved as to form by County Counsel.

Motion: Approve Adopt **RESOLUTION No. 22-8741** to accept and approve a Grant Agreement from the California Department of Public Health, Emergency Preparedness Office in the amount of \$1,729,094.00 and authorize the Director of Public Health to sign.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

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

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

B. HUMAN RESOURCES - Nancy Selvage

- 1) Approve and adopt the following Resolutions:

- Adopt **RESOLUTION** to approve Side Letter to Confidential Unit's Memorandum of Understanding;
- Adopt **RESOLUTION** to approve Side Letter to Public Works Unit's Memorandum of Understanding;
- Adopt **RESOLUTION** to approve Side Letter to Public Works Mid-Management Unit's Memorandum of Understanding;
- Adopt **RESOLUTION** to approve Side Letter to Probation Unit's Memorandum of Understanding;
- Adopt **RESOLUTION** to approve Side Letter to Probation Mid-Management Unit's

- Memorandum of Understanding;
- Adopt **RESOLUTION** to amend the employer contribution rates for Department Heads and Elected Officials' CalPERS Health Insurance Premiums;
- Adopt **RESOLUTION** to approve Side Letter to Sheriff's Employee Department Unit's (S.E.A.) Memorandum of Understanding;
- Adopt **RESOLUTION** to approve Side Letter to the Sheriff's Mid-Management Unit's Memorandum of Understanding;

All are approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: Approve and adopt the following Resolutions:

- Adopt **RESOLUTION No. 22-8742** to approve Side Letter to Confidential Unit's Memorandum of Understanding;
- Adopt **RESOLUTION No. 22-8743** to approve Side Letter to Probation Unit's Memorandum of Understanding;
- Adopt **RESOLUTION No. 22-8744** to approve Side Letter to Probation Mid-Management Unit's Memorandum of Understanding;
- Adopt **RESOLUTION No. 22-8745** to amend the employer contribution rates for Department Heads and Elected Officials' CalPERS Health Insurance Premiums;
- Adopt **RESOLUTION No. 22-8746** to approve Side Letter to Sheriff's Employee Department Unit's (S.E.A.) Memorandum of Understanding;
- Adopt **RESOLUTION No. 22-8747** to approve Side Letter to the Sheriff's Mid-Management Unit's Memorandum of Understanding;
- Adopt **RESOLUTION No. 22-8748** to approve Side Letter to Public Works Unit's Memorandum of Understanding;
- Adopt **RESOLUTION No. 22-8749** to approve Side Letter to Public Works Mid-Management Unit's Memorandum of Understanding;

Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 2 Goss.

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

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

C. AUDITOR - CONTROLLER - Martee Nieman (Graham)

- 1) Presentation of Plumas County Annual Audit Report performed by Smith & Newell, Certified Public Accountants for the Fiscal Year Ending June 30, 2022.

Corrections were made to the wording on the Agenda - Fiscal Year ending June 30, 2021 Audit Report

Martee Graham, Auditor-Controller and Norm Newell from Smith & Newell CPA , presented the Plumas County 2021 Audit Report.

Norm Newell reported that they were able to issue a Clean Unmodified Auditors opinion, and gave a brief explanation regarding the report.

- 2) Presentation of Plumas County Treasury Oversite performed by Smith & Newell, Certified Public Accountants for the Fiscal Year Ending June 30, 2022.

Corrections were made to the wording on the Agenda - Fiscal Year ending June 30, 2021 Plumas County Treasury Oversite Report.

Norm Newell from Smith & Newell CPA , presented the Plumas County 2021 Compliance Audit of the Treasury/ Investment Report.

Norm Newell reported that they had one comment regarding double checking of expenditures wrapping up the Plumas County Annual Audit & Treasury Oversite report for the year ending June

30, 2021.

3. BOARD OF SUPERVISORS

A. CONDUCT PUBLIC HEARING 10:00AM: Appeal of the Zoning Administrator's decision of October 12, 2022 denying a special use permit (U 5-21/22-10) to re-establish a lawful nonconforming use at 56 Harbison Avenue, Quincy, CA. Per Plumas County Code, Article 10 of Chapter 2 of Title 9 (Planning and Zoning) appeal filed by Sark and Aline Antaramian (appellant) on October 21, 2022 meets the requirements for filing and fees were paid; Hearing procedures shall follow Plumas County Code Sec. 9-2.1007

- Tim Evans, Plumas County Senior Planner, presented a report regarding the background of the Zoning Administrators decision on October 12, 2022.
- Appellant Sark Antaramian presented information regarding grounds for the appeal.
- Supervisor Hagwood spoke in support of the appellants' case.
- Charles Leonhardt spoke in support of the Appellants' case.
- Discussion ensued.
- Chair Goss opened the public hearing for public comment.
- Thomas McGowan, provided public comment in support of the Zoning Administrators decision to deny a Special Use permit (U 5-21/22-10) to re-establish a lawful nonconforming use at 56 Harbison Avenue, Quincy, CA.
- Discussion Continued
- Sara James provided the staff summation of the Zoning Administrators decision.
- Chair Goss closed the public hearing and brought the matter back to the board for discussion in closed session.

B. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding the public hearing on the Zoning Administrators decision to deny a Special Use permit at 56 Harbison Avenue, Quincy, CA; correspondence from Friends of Plumas Wilderness regarding designating the Middle Fork as a National Monument; and correspondence regarding the rehabilitation of the Lowry House.

Supervisor Thrall received the usual correspondence, and reported that there was nothing out of the ordinary to report.

Supervisor Engel received the usual correspondence, and reported that there was nothing out of the ordinary to report.

Supervisor Ceresola received the usual correspondence, and reported that there was nothing out of the ordinary to report.

Supervisor Goss received correspondence regarding, rebuilding in Greenville; and a couple of matters regarding commercial vs. residential.

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 Hagwood regarding matters related to County Government and included attending a presentation by Friends of Plumas Wilderness, and a meeting with key individuals regarding the rehabilitation of the Lowry House.

Reported by Supervisor Thrall regarding matters related to County Government and include attending her last Air Quality Management meeting where they recapped all of the accomplishments over the 16 years of service.

Reported by Supervisor Engel regarding matters related to County Government and include attending a meeting with some disappointed Public Works Employees from Sierra County and Plumas County regarding a FLAP Project for Gold Lake Road that was declined by the Federal Highway Administration; and attended an RSF Economic Recovery Meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and included attending an Eastern Plumas Fire Meeting; an air Quality meeting; and the CSAC Annual Conference.

Reported by Supervisor Goss regarding matters related to County Government and included attending the CSAC Annual Conference; and Chaired the RSF Economic Recovery Meeting

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Discussion regarding Appeal of Zoning Administrator's decision of October 12, 2022 denying a Special use permit (U 5-21/22-10) to re-establish a lawful nonconforming use at 56 Harbison Avenue, Quincy, CA .
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. 2:89-CV-01659-KJN, pursuant to subdivision (a) of Government Code §54956.9
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Goss reported the following action taken in closed session:

- Closed Session Item 4.A. Voted to Uphold the Zoning Administrators decision to deny a Special Use permit (U 5-21/22-10) to re-establish a lawful nonconforming use at 56 Harbison Avenue, Quincy, CA.
- Gave direction to the Planning Department and Zoning Administrator to move forward with a Zoning Code amendment overlay.

There was no reportable action taken on Closed Session Items 4.B., 4.C., or 4.D.

ADJOURNMENT

Adjourn meeting to Tuesday, December 6, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
COUNTY CLERK-RECORDER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Marcy DeMartile, Clerk/Recorder

MEETING DATE: December 6, 2022

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Clerk Recorder's Office and Contract and Pitney Bowes for county departments and the Plumas County Superior Court postage machine for the amount of \$6,100.20 total for a three (3) year contract; approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign an Agreement between Plumas County Clerk Recorder's Office and Pitney Bowes.

Background and Discussion

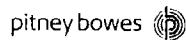
The current contract with MailFinance, Inc. & Neopost USA for the postage machine has expired. We have negotiated a new contract with Pitney Bowes for a new machine in the amount of \$169.45 per month for a three-year contract period. This will be an approximate savings of over 46% from the previous contract.

Action:

Approve and authorize the Chair to sign an Agreement with Pitney Bowes in the amount of \$165.45 per month for a period of three-years for the county department postage machine.

Attachments:

1. Pitney Bowes Agreement



NASPO ValuePoint Term Rental Installment Agreement (Option A)

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Agreement Number

Your Business Information**Full Legal Name of Lessee / DBA Name of Lessee**

County Of Plumas Courthouse Kathleen Williams

Tax ID # (FEIN/TIN)

946000528

Sold-To: Address

520 Main St Mail Room, Quincy, CA, 95971-9366, US

Sold-To: Contact Name

Marcy DeMartile

Sold-To: Contact Phone #

(530) 283-6252

Sold-To: Account #

0018510022

Bill-To: Address

520 Main St Mail Room, Quincy, CA, 95971-9366, US

Bill-To: Contact Name

Marcy DeMartile

Bill-To: Contact Phone #

(530) 283-6252

Bill-To: Account #

0018510022

Bill-To: Email

marcydemartile@countyofplumas.com

Ship-To: Address

520 Main St Mail Room, Quincy, CA, 95971-9366, US

Ship-To: Contact Name

Marcy DeMartile

Ship-To: Contact Phone #

(530) 283-6252

Ship-To: Account #

0018510022

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1E48	SP100 Label Printer
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAA8	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip

1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	\$ 169.45	\$ 508.35

- Tax Exempt Certificate Attached
 Tax Exempt Certificate Not Required

 Purchase Power® transaction fees included
 Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSPO16-169897; 7-17-70-41-03

State/Entity's Contract#

Signature:

Lessee Signature
 Print Name: **marcydemartile@countyofplumas.com**
 Title:
 Date
 Email Address:

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Philip Ward

philip.ward@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Form 8038-GC
**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

1 Issuer's name		Check box if Amended return <input type="checkbox"/>	
County Of Plumas Courthouse Kathleen Williams		2 Issuer's employer identification number (EIN)	
946000528		Room/suite	
3 Number and street (or P.O. box if mail is not delivered to street address)		4 City, town, or post office, state, and ZIP code	
520 Main St Mail Room		Quincy CA 95971-9366	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		5 Report number (For IRS Use Only)	
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one box: Single issue Consolidated return

8a Issue price of obligation(s) (see instructions)	8a		
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)	9a		
9 Amount of the reported obligation(s) on line 8a that is:	9b		
a For leases for vehicles	9c		
b For leases for office equipment	9d		
c For leases for real property	9e		
d For leases for other (see instructions)	9f		
e For bank loans for vehicles	9g		
f For bank loans for office equipment	9h		
g For bank loans for real property	9i		
h For bank loans for other (see instructions)	9j		
i Used to refund prior issue(s)	9k		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)			
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box			<input type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitration rebate, check this box (see instructions)			<input type="checkbox"/>
12 Vendor's or bank's name: Pitney Bowes Inc.			
13 Vendor's or bank's employer identification number: 06 0495050			

Signature and Consent Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative		Date	Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name			Firm's EIN	
	Firm's address			Phone no.	

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitration rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitration rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services(PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The Organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Lines 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitration rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see Where To File, earlier.



**PLUMAS COUNTY
COUNTY CLERK-RECORDER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Marcy DeMartile, Clerk/Recorder

MEETING DATE: December 6, 2022

SUBJECT: Certify the November 8, 2022 General Election results attached in the Official Final report.

Recommendation

Certify the November 8, 2022 General Election results attached in the Official Final report.

Background and Discussion

Plumas County Clerk-Recorder and Registrar of Voters has completed the canvass of returns for the Statewide Direct Primary and recorded in the Elections Records. Attached are the Official Final results of the November 8, 2022 California General Election.

Action:

Certify the November 8, 2022 General Election results attached in the Official Final report.

Attachments:

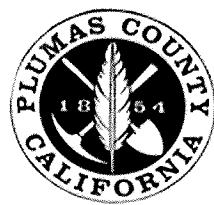
1. Certification of Election Results of the November 8, 2022 General Election

Plumas County Clerk-Recorder-Elections

520 Main Street, Room 102, Quincy, CA 95971

Marcy DeMartile, Clerk-Recorder/Registrar of Voters

Julie Hagwood, Assistant Clerk-Recorder



Certification of Election Results of the November 8, 2022 General Election

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the Statewide Direct Primary and recorded in the Elections Records, certify the results as follows:

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

Plumas Unified School District, Trustee Area 5

Coby Hakalir	612
Leslie Edlund	940
Total Votes	1,552

Sierra Plumas Joint Unified School District, Trustee Area 2

Adrienne Anila	42
Annie Tipton	192
Total Votes	234

Sierra Plumas Joint Unified School District, Trustee Area 4

Kelly Champion	135
Jesse Whitley	72
Total Votes	207

City of Portola City Council

Phillip M. Oels	304
Bill Powers	347
Leah L. Turner	330
Total Votes	981

City of Portola City Clerk

There are no candidates for this office	
Total Votes	0

City of Portola City Treasurer

There are no candidates for this office	
Total Votes	0

Seneca Healthcare District, Measure B

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

Yes	1,442
No	380
Total Votes	1,822

The Official Final Canvass of votes cast is attached hereto and made a part hereof. The total turnout of voters was 63.05%.

Marcy DeMartile

Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters

Dated: November 23, 2022

November 8, 2022 General Election
Plumas County
OFFICIAL FINAL

Precincts Reported: 29 of 29 (100.00%)

Voters Cast: 8,721 of 13,832 (63.05%)

GOVERNOR (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
BRIAN DAHLE	REP	5,550
GAVIN NEWSOM	DEM	3,083
Total Votes		8,633
Unresolved Write-In		0

LT GOVERNOR (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
ANGELA E. UNDERWOOD JACOBS	REP	5,206
ELENI KOUNALAKIS	DEM	3,345
Total Votes		8,551
Unresolved Write-In		0

SECRETARY OF STATE (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
ROB BERNOSKY	REP	5,204
SHIRLEY N. WEBER	DEM	3,344
Total Votes		8,548
Unresolved Write-In		0

STATE CONTROLLER (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party		Total
MALIA M. COHEN	DEM	3,151	
LANHEE J. CHEN	REP	5,364	
Total Votes		8,515	
			Total
Unresolved Write-In		0	

STATE TREASURER (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party		Total
FIONA MA	DEM	3,327	
JACK M. GUERRERO	REP	5,187	
Total Votes		8,514	
			Total
Unresolved Write-In		0	

STATE ATTORNEY GENERAL (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party		Total
ROB BONTA	DEM	3,288	
NATHAN HOCHMAN	REP	5,176	
Total Votes		8,464	
			Total
Unresolved Write-In		0	

STATE INS COMMISSIONER (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
ROBERT HOWELL	REP	5,177
RICARDO LARA	DEM	3,278
Total Votes		8,455
		Total
Unresolved Write-In		0

STATE BOARD OF EQUALIZATION (1ST DISTRICT) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
JOSE S. ALTAMIRANO	DEM	3,033
TED GAINES	REP	5,431
Total Votes		8,464
		Total
Unresolved Write-In		0

UNITED STATES SENATOR (FULL TERM) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
ALEX PADILLA	DEM	3,405
MARK P. MEUSER	REP	5,153
Total Votes		8,558
		Total
Unresolved Write-In		0

UNITED STATES SENATOR (PARTIAL/UNEXPIRED TERM) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

Total		
Times Cast	8,721 / 13,832	63.05%
Candidate	Party	Total
ALEX PADILLA	DEM	3,377
MARK P. MEUSER	REP	5,161
Total Votes		8,538
Unresolved Write-In		Total
		0

US REPRESENTATIVE 3RD DISTRICT (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

Total		
Times Cast	8,721 / 13,832	63.05%
Candidate	Party	Total
KERMIT JONES	DEM	3,487
KEVIN KILEY	REP	5,103
Total Votes		8,590
Unresolved Write-In		Total
		0

MEMBER OF THE STATE ASSEMBLY 1ST DISTRICT (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

Total		
Times Cast	8,721 / 13,832	63.05%
Candidate	Party	Total
MEGAN DAHLE	REP	5,456
BELLE STARR SANDWITH	DEM	3,080
Total Votes		8,536
Unresolved Write-In		Total
		0

CHIEF JUSTICE OF CALIFORNIA (Patricia Guerrero) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party	Total	
Yes		3,850	
No		3,170	
Total Votes		7,020	
Unresolved Write-In		0	

SUPREME CT ASSOC JUSTICE (Goodwin Liu) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party	Total	
Yes		3,805	
No		3,107	
Total Votes		6,912	
Unresolved Write-In		0	

SUPREME CT ASSOC JUSTICE (Martin J. Jenkins) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party	Total	
Yes		3,899	
No		2,977	
Total Votes		6,876	
Unresolved Write-In		0	

SUPREME CT ASSOC JUSTICE (Joshua P. Groban) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
Yes		3,807
No		3,051
Total Votes		6,858
		Total
Unresolved Write-In		0

CT OF APPEAL AJ DIST 3 (Stacy Boulware Eurie) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
Yes		3,815
No		2,765
Total Votes		6,580
		Total
Unresolved Write-In		0

CT OF APPEAL AJ DIST 3 (Laurie M. Earl) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
Yes		3,588
No		2,970
Total Votes		6,558
		Total
Unresolved Write-In		0

CT OF APPEAL AJ DIST 3 (Harry Hull) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party	Total	
Yes		4,063	
No		2,437	
Total Votes		6,500	
		Total	
Unresolved Write-In		0	

CT OF APPEAL AJ DIST 3 (Peter Krause) (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party	Total	
Yes		3,608	
No		2,884	
Total Votes		6,492	
		Total	
Unresolved Write-In		0	

STATE SUPERINTENDENT OF SCHOOLS (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party	Total	
LANCE RAY CHRISTENSEN		3,326	
TONY K. THURMOND		3,576	
Total Votes		6,902	
		Total	
Unresolved Write-In		0	

PLUMAS UNIFIED SCHOOL DISTRICT TRUSTEE AREA #5 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

		Total
Times Cast		1,880 / 2,642 71.16%
Candidate	Party	Total
COBY HAKALIR		612
LESLIE EDLUND		940
Total Votes		1,552
		Total
Unresolved Write-In		0

SIERRA PLUMAS JOINT DIST TRUSTEE AREA 2 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total
Times Cast		250 / 395 63.29%
Candidate	Party	Total
ADRIENNE ANILA		42
ANNIE TIPTON		192
Total Votes		234
		Total
Unresolved Write-In		0

SIERRA PLUMAS JOINT DIST TRUSTEE AREA 4 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total
Times Cast		250 / 395 63.29%
Candidate	Party	Total
KELLY CHAMPION		135
JESSE WHITLEY		72
Total Votes		207
		Total
Unresolved Write-In		0

CITY OF PORTOLA CITY COUNCIL (Vote for 2)

Precincts Reported: 2 of 2 (100.00%)

Total		
Times Cast	694 / 1,281	54.18%
Candidate	Party	Total
PHILLIP M. OELS		304
BILL. POWERS		347
LEAH L. TURNER		330
Total Votes		981
Unresolved Write-In		0

CITY OF PORTOLA CITY CLERK (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

Total		
Times Cast	694 / 1,281	54.18%
Candidate	Party	Total
Total Votes		0
Unresolved Write-In		0

CITY OF PORTOLA CITY TREASURER (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

Total		
Times Cast	694 / 1,281	54.18%
Candidate	Party	Total
Total Votes		0
Unresolved Write-In		0

PROPOSITION 1 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

Total		
Times Cast	8,721 / 13,832	63.05%
Candidate	Party	Total
Yes		4,557
No		3,910
Total Votes		8,467
Unresolved Write-In		0

PROPOSITION 26 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
Yes		1,971
No		6,479
Total Votes		8,450
Unresolved Write-In		0

PROPOSITION 27 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
Yes		1,047
No		7,455
Total Votes		8,502
Unresolved Write-In		0

PROPOSITION 28 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total
Times Cast		8,721 / 13,832 63.05%
Candidate	Party	Total
Yes		4,811
No		3,686
Total Votes		8,497
Unresolved Write-In		0

PROPOSITION 29 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party		Total
Yes		1,729	
No		6,667	
Total Votes		8,396	
		Total	
Unresolved Write-In		0	

PROPOSITION 30 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party		Total
Yes		3,022	
No		5,474	
Total Votes		8,496	
		Total	
Unresolved Write-In		0	

PROPOSITION 31 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		8,721 / 13,832	63.05%
Candidate	Party		Total
Yes		4,870	
No		3,635	
Total Votes		8,505	
		Total	
Unresolved Write-In		0	

MEASURE B - SENECA HEALTHCARE DISTRICT (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Total
Times Cast		1,850 / 2,786 66.40%
Candidate	Party	Total
Bonds-Yes		1,442
Bonds-No		380
Total Votes		1,822
		Total
Unresolved Write-In		0



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: December 6, 2022

SUBJECT: Adopt **RESOLUTION** authorizing Application for, and Receipt of, SB 2 Planning Grants Program Funds from the State Department of Housing and Community Development (HCD); approved as to form by County Counsel

Recommendation

Adopt **RESOLUTION**

Background and Discussion

SB 2 (2017) is part of a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, SB 2 established a permanent source of revenue intended to increase the affordable housing stock in California. Small localities, such as Plumas County, received an award of \$160,000.

A Resolution (No. 2019-8420) for this SB 2 grant was adopted by the Board of Supervisors on August 6, 2019. That Resolution reads "County Administrator" as the authorized signatory to execute grant program documents, etc.

HCD has requested a new Resolution be adopted by the Board fixing the authorized signatory to "County Administrative Officer." This is the only change to the Resolution. All other clauses remain the same.

Approved as to form by County Counsel.

Action:

Adopt Resolution 2022-_____ authorizing Application for, and Receipt of, SB 2 Planning Grants Program Funds from HCD

Attachments:

1. SB 2 New Resolution of Application_Plumas

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS AUTHORIZING
APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS**

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the Board of Supervisors of Plumas County desires to submit a project application for the Planning Grants Program to accelerate the production of housing and will submit a 2019 Planning Grants Program grant application as described in the Planning Grants Program Notice of Funding Availability (NOFA) and SB 2 Planning Grants Program guidelines released by the Department for the Planning Grants Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in the Health and Safety Code section 50470 *et seq.* (Chapter 364, Statutes of 2017 (SB 2)) related to the Planning Grants Program.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF PLUMAS COUNTY RESOLVES AS FOLLOWS:

SECTION 1. The Board of Supervisors of Plumas County is hereby authorized and directed to apply for and submit to the Department for the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$160,000.

SECTION 2. In connection with the Planning Grants Program grant, if the application is approved by the Department, the County Administrative Officer is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the Planning Grants Program grant, the County's obligations related thereto, and all amendments thereto (collectively, the "Planning Grant Program Documents").

SECTION 3. The County shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable Planning Grants Program guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The Plumas County Board of Supervisors hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants Notice of Funding Availability (NOFA), the Planning Grants Program Guidelines, and the 2019 Planning Grants Program Application.

SECTION 4. The County Administrative Officer is authorized to execute the County of Plumas Planning Grants Program application, the Planning Grants Program Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the Planning Grants Program Grant.

ADOPTED December 6, 2022, by the Board of Supervisors of the County of Plumas by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kevin Goss
Chair, Board of Supervisors

ATTEST:

Heidi White
Clerk of said Board of Supervisors



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



Keevin Allred
 Chief Probation Officer

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

DATE: November 22, 2022
TO: The Honorable Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer
SUBJECT: Board Agenda Item for December 6, 2022
RE: Approve the Probation Department to fill allocated and funded 1.0 Supervising Probation Officer position. This position is largely supported by grant funding.

Recommendation:

Approve the recruitment and filling of 1.0 FTE Supervising Probation Officer position. This Supervising Probation Officer position is funded 80% out of SB678 and 20% out of General Fund in Fiscal Year 2022-2023.

Background:

On September 29, 2022, this 1.0 FTE Supervising Probation Officer position became vacant due to resignation. As a mid-management position, this position is responsible for leading and coordinating work amongst Deputy Probation Officers and support staff, performing special staff assignments, and is expected to perform the full range of professional probation assignments.

This position is allocated and will be funded via General Fund (20400) and SB678 (20409) at 20% & 80% respectively in the 2022-2023 Recommended Budget.

Therefore, we respectfully request the approval to recruit and fill the 1.0 FTE Supervising Probation Officer position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
 - Yes, the Supervising Probation Officer position is a legitimate business need.
- Why is it critical that this position be filled at this time?
 - The main function of this position is to lead and coordinate work amongst Deputy Probation Officers and support staff, perform special staff assignments, and are expected to perform the full range of professional probation assignments.
- How long has the position been vacant?
 - The Supervising Probation Officer's position has been vacant since September 29th, 2022, due to resignation.
- Can the department use other wages until the next budget cycle?
 - Other wages are not suitable in recruiting, hiring, and retaining the Supervising Probation Officer.
 - The job requires many years of specific education and dedicated experience. A permanent employee in this position is required.
- What are staffing levels at other counties for similar departments and/or positions?
 - Other county Probation Departments of similar size use a comparable number of Supervising Probation Officers.
- What core function will be impacted without filling the position prior to July 1?
 - Timely flow and management of department programs would be impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
 - There would not be a negative fiscal impact to the County.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?
 - The Probation Department is a General Fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted, such as audit exceptions?

- The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
 - The Probation Department is not requesting elimination of any positions.
- Departments shall provide an estimate of future general fund support for the next two years. How does the immediate filling of this position impact, positively or negatively, the need for general fund support?
 - The Supervising Probation Officer position is largely funded by grant funding, so the impact to the General Fund is estimated to be around 23,268.94 yearly for wages/benefits, or around 46,537.89 for two years.
 - This assumes we are hiring an employee at a comparable rate as the previous incumbent, and with no sweeping rate increases occurring for probation.
 - In the event of a loss of grant funding, the position will likely be shifted to weigh on other grant funding until another funding source is located.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years.
 - Probation's grants, with few exceptions, are allowed to carry fund balances, which roll over from savings towards the next fiscal year.
 - SB678 has a substantial fund balance available. This fund balance has steadily increased over the past three years due to the sudden stoppage of programs and services as a direct result of the pandemic, alongside staffing turnover resulting in savings to SB678. This position is no exception, as it has been vacated twice in the last two years due to staff turnover.

SUPERVISING PROBATION OFFICER

DEFINITION

Under direction, to perform professional case work services for adults and juvenile offenders involving the referral, supervision, and rehabilitation of adults and juveniles and/or their families; to provide lead direction and work coordination for other professional probation and support staff; to perform special staff assignments; and to do related work as required. Supervising P.O. of the Juvenile Division will also be responsible for the oversight of the Probation Assistants.

DISTINGUISHING CHARACTERISTICS

This is the journey and lead supervision level class for the Deputy Probation Officer series. Incumbents are assigned lead and work coordination responsibilities for other Deputy Probation Officers and support staff. They may also perform special staff assignments and provide some coverage for the Chief Probation Officer in the Chief's absence. In addition, they are expected to perform the full range of professional probation assignments.

REPORTS TO

Chief Probation Officer

CLASSIFICATIONS SUPERVISED

Deputy Probation Officer I, Deputy Probation Officer II, Deputy Probation Officer III; Probation Assistants by the Juvenile Division Supervisor.

SUPERVISING PROBATION OFFICER - 2

EXAMPLES OF DUTIES

- Provides lead direction and work coordination for other professional Deputy Probation Officers and support staff.
- Review, correct & approve all court documents from Supervising Division performs administrative support as delegated by the Chief Probation Officer.
- May serve as Chief Probation Officer in the Chief's absence.
- Carries an assigned caseload in the investigation and supervision of adult or juvenile offenders.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Interviews adult or juveniles, their families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Performs crisis intervention as required.
- Conducts pre-sentence investigations.
- Formulates plans of probation and presents written or oral recommendations to the court.
- Monitors behavior to determine compliance with conditions of probation.
- Prepares Affidavits of Probation violations.
- Records contacts in the field book/case files.
- Investigates and makes recommendations to Superior, and Juvenile Courts.
- Conducts search and seizure of person, property and vehicles.
- Prepares reports regarding adoptions, guardianships, conservatorships, underage marriages, and/or custody "battles" of minors.
- Advise clients of available community resources.
- Cooperates with representatives from social service and law-enforcement agencies in cases of mutual interest.
- May serve as placement officer, by scheduling placement visits and evaluations of psychological reports and making assessments for appropriate placement of minors.
- Compiles assessment and treatment plans on each placement.
- May work with placement agency and conducts follow up on final results.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult division P.O. may be asked to fulfill this duty as backup for juvenile division (Juvenile Division Supervising Probation Officer mandatory, Adult Supervising Probation Officer upon request).
- Transports individuals in custody when necessary.
- Composes and dictates petitions, correspondence, and case histories.
- Prepares and maintains court records and reports.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- May be assigned to coordinate the Drug Testing Program and supervise Intensive Drug cases.

SUPERVISING PROBATION OFFICER – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

SUPERVISING PROBATION OFFICER - 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles of adult and juvenile probation work, including related court procedures.
- Provisions of Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes applicable to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Principles of work coordination and lead direction.
- Proficient writing techniques.

Ability to

- Provide lead direction and work coordination for other professional Deputy Probation Officers and support staff.
- Perform special administrative assignments as delegated by the Chief Probation Officer.
- Apply the principles of adult and juvenile probation work and related court procedures in a variety of situations.
- Interpret and apply appropriate provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds.
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Operate various equipment such as typewriter and computer keyboard.
- Make oral presentations and training before groups.
- Prepare, review, and analyze data.

SUPERVISING PROBATION OFFICER - 5

Training and Experience:

Three (3) years of professional probation work experience comparable to that of a Deputy Probation Officer III with Plumas County. One (1) year in a supervisory position is desirable.

Graduation from college with a Bachelor's Degree in criminology, sociology, psychology, social work or closely related field.

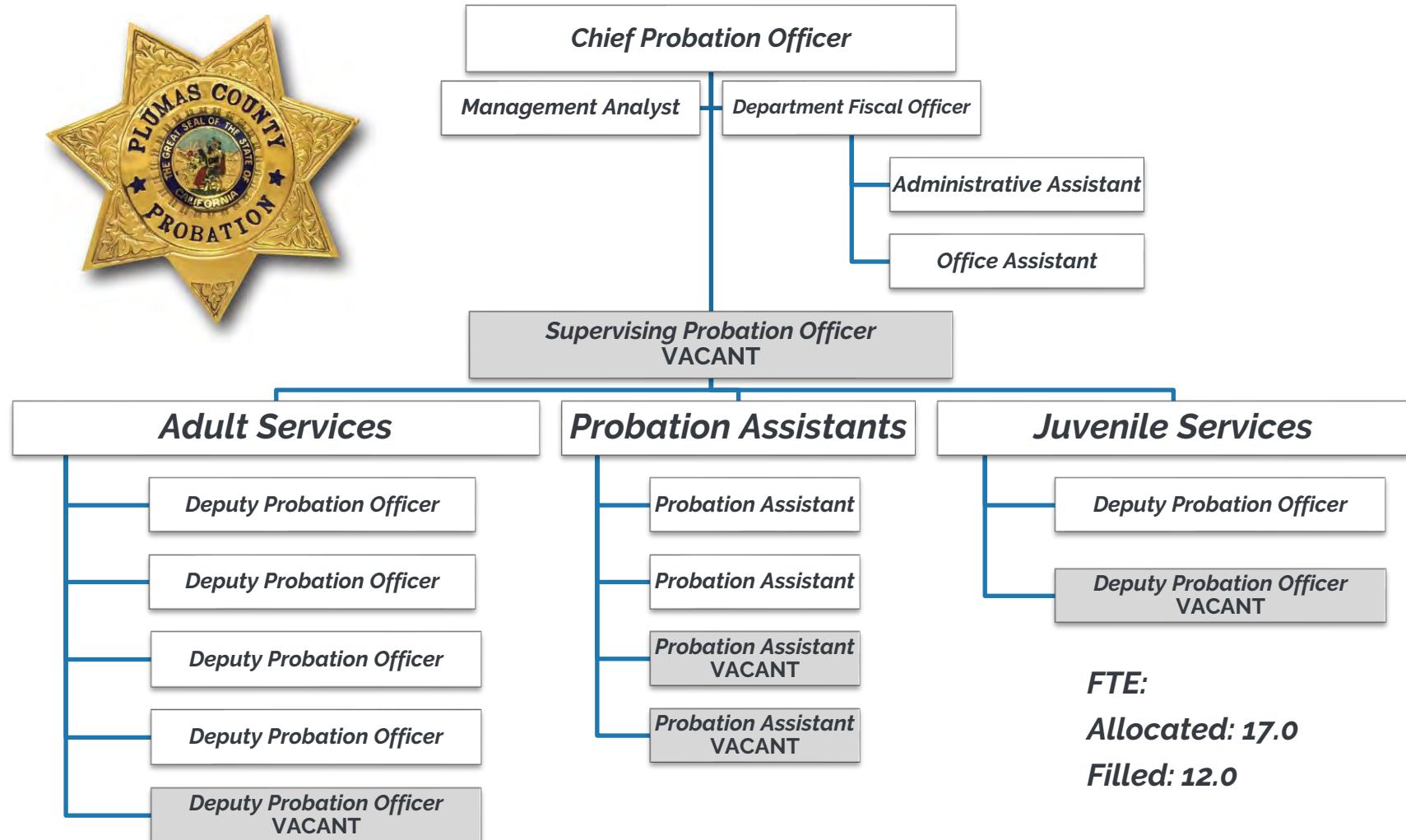
Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

Possession of certification to meet California Penal Code Section 832 requirements regarding arrest, search, and seizure.

Completion of the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training and evidence of continued compliance with annual training requirements.

Possession of CPR /First Aid Certificate.

Training and background which will meet the requirements of California Government Code Sections 1029 and 1031.





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



Keevin Allred
Chief Probation Officer

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

DATE: November 22, 2022
TO: The Honorable Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer
SUBJECT: Board Agenda Item for December 6, 2022
RE: Approve the Probation Department to fill allocated and funded 1.0 Supervising Probation Officer position. This position is largely supported by grant funding.

Recommendation:

Approve the recruitment and filling of 1.0 FTE Supervising Probation Officer position. This Supervising Probation Officer position is funded 80% out of SB678 and 20% out of General Fund in Fiscal Year 2022-2023.

Background:

On September 29, 2022, this 1.0 FTE Supervising Probation Officer position became vacant due to resignation. As a mid-management position, this position is responsible for leading and coordinating work amongst Deputy Probation Officers and support staff, performing special staff assignments, and is expected to perform the full range of professional probation assignments.

This position is allocated and will be funded via General Fund (20400) and SB678 (20409) at 20% & 80% respectively in the 2022-2023 Recommended Budget.

Therefore, we respectfully request the approval to recruit and fill the 1.0 FTE Supervising Probation Officer position.



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



Keevin Allred
 Chief Probation Officer

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

DATE: November 22 2022
TO: The Honorable Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer
SUBJECT: Approve the Probation Department to fill allocated 1.0 FTE Deputy Probation Officer position. This position is supported in part by grant funding.

Recommendation:

Approve the recruitment and filling of 1.0 FTE Deputy Probation Officer position. This Deputy Probation Officer position is funded 60% out of JJCBA grant funding and 40% out of General Fund in Fiscal Year 2022-2023.

Background:

On September 16th, 2022, this FTE Deputy Probation Officer position became vacant due to resignation. This position is responsible for maintaining a caseload dealing with the investigation, assessment, and management of juvenile cases to which their supervisor assigns and monitors for compliance with Probation conditions, guidance, and accountability.

This position is critical to Probation's obligation to protect our community, reduce recidivism, restore victims and promote healthy families.

This position is allocated and will be funded via JJCBA (20402) and General Fund (20400) at 60%/40% respectively in the 2022-2023 Recommended Budget.

Therefore, we respectfully request the approval to recruit and fill the 1.0 FTE Deputy Probation Officer position.



Chief Probation Officer

Management Analyst

Department Fiscal Officer

Administrative Assistant

Office Assistant

Supervising Probation Officer
VACANT

Adult Services

Deputy Probation Officer

Deputy Probation Officer

Deputy Probation Officer

Deputy Probation Officer

Deputy Probation Officer
VACANT

Probation Assistants

Probation Assistant

Probation Assistant

Probation Assistant
VACANT

Probation Assistant
VACANT

Juvenile Services

Deputy Probation Officer

Deputy Probation Officer
VACANT

FTE:

Allocated: 17.0

Filled: 12.0

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
 - Yes, the Deputy Probation Officer I/II position is a legitimate business need.
- Why is it critical that this position be filled at this time?
 - The main function of this position is to cover a wide range of duties, including community supervision and preparing reports for the Court. In order to fulfill the Department's goals and mission, caseloads and workloads must be maintained at appropriate levels.
- How long has the position been vacant?
 - This position was vacated on September 19th, 2022, via resignation.
- Can the department use other wages until the next budget cycle?
 - Other wages are not suitable in recruiting, hiring, and retaining Deputy Probation Officers, and are therefore not an option. The job requires specific education and experience. A permanent employee in this position is important.
- What are staffing levels at other counties for similar departments and/or positions?
 - Other county Probation Departments of similar size use a comparable number of Deputy Probation Officers.
- What core function will be impacted without filling the position prior to July 1?
 - Timely flow and completion of court related documents and assessments would be impacted. Effective community supervision would be impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
 - There would not be a negative fiscal impact to the County.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
 - The Probation Department is a general fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

- The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
 - The Probation Department is not requesting elimination of any positions.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
 - Using values provided by Human Resources in FY22-23 for an allocated Deputy Probation Officer, including health and benefits, the estimated cost for the position over two years is \$177,531.96.
 - Considering JJCPA will pick up 60% of the costs, this leaves the general fund to carry approximately \$71,012.78. This figure may change depending on the applicant's starting rate of pay and health insurance situation, but should likely come in below this figure.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
 - This position is partially borne by the General Fund, which cannot hold a reserve.
 - The remaining allocation is held by JJCPA, which has a reasonable fund balance available. This fund balance has steadily increased over the past three years due to the sudden stoppage of programs and services as a direct result of the pandemic.

DEPUTY PROBATION OFFICER I**DEFINITION**

Under general supervision, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseload of assigned probationers and monitor compliance with Probation conditions of adult or juvenile offenders through supervision, guidance and accountability; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry/training level class for the Probation Officer class series. Incumbents work under relatively close supervision, performing the most basic assignments. As experience is gained, incumbents perform more independent duties in Intake, Supervision, and Placement Programs.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

None

DEPUTY PROBATION OFFICER I - 2

EXAMPLES OF DUTIES

- Receives adult and juvenile cases assigned by supervisor.
- Conducts an inquiry into the nature of the reported offense or conduct of the client and the circumstances surrounding it.
- Interviews clients regarding the charges against them and develops family history and background information.
- Interviews client's families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Talks to the referring law enforcement officer about the case.
- Prepares and submits a court report outlining pertinent information and recommending a course of action.
- Presents the report in court and answers the judge's questions concerning the case.
- May transport juveniles to/from court.
- Reviews the case files.
- Develop a plan for making regular contacts with the probationer and provide counsel, guidance, and support.
- Arranges for restitution payments to be made.
- Checks with others who are aware of probationer's activities.
- Monitors behavior to determine compliance with conditions of probation.
- Records contacts in the field book/case file.
- Reviews progress in the case with supervisor.
- Juvenile P.O. shall serve as on-call officer for juvenile problems during non-business hours.
- Adult P.O. may be asked to fulfill this duty as backup for juvenile division.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Does crisis intervention as required.
- Conducts search and seizure of person, property and vehicles.
- May advise clients of available community resources.
- May be assigned to supervise Intensive Drug cases.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- Attend training programs yearly.
- Respond to citizen complaints and information requests.

DEPUTY PROBATION OFFICER I - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 50 pounds; sufficient physical ability and strength to defend self and deal with violent/aggressive individuals; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Federal and State laws relating to probation work.
- Modern probation casework. Objectives, principles, and methods including individual and group behavior.
- Psychology as applied to both juvenile and adult offenders.
- Community, public and private agencies available for the probationer.
- Proficient writing techniques.

Ability to

- Learn the principles of adult and juvenile probation work and of related court procedures.
- Learn the provisions of the Civil, Penal, Welfare and Institutions, Education, Vehicle, Business and Profession, and Health and Safety Codes.
- Analyze investigation material and make proper deductions.
- Interview clients and elicit necessary information.
- Prepare and present effective written and oral reports.
- Establish and maintain effective relationships with probationers and others.
- Learn arrest, search and seizure procedures.
- Operate various office equipment including computer
- Make oral presentations and training before groups.
- Recognize health and behavior problems in juveniles and adults.
- Effectively interact with people from a variety of socio-economic, cultural and ethnic backgrounds
- Effectively represent the Probation Department in contacts with the public and other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

DEPUTY PROBATION OFFICER I - 4

Training and Experience:

Qualifications needed for this position:

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field. Some previous work experience in a probation related field is highly desirable.

OR

An Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, and two (2) years of related experience, including two (2) years as a Probation Assistant in the Plumas County Probation Department.

Substitution: A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one (1) year of experience for each year of education requirement.

Licenses and Certifications:

- Penal Code 832 requirements regarding arrest, search, and seizure within one year of employment.
- Ability to successfully complete 200 hours of instruction in the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training within one year of employment. Evidence of continued compliance with annual training requirements.
- Possession of CPR /First Aid Certificate
- Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.
- Ability to qualify for training and background which will meet the requirements of California Government Code Sections 1029 and 1031. Individuals with a felony conviction may not apply for positions as peace officers.
- Must be able to meet physical and psychological standards and pass a detailed background investigation.

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



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



Keevin Allred
 Chief Probation Officer

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

DATE: November 22, 2022

TO: The Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

SUBJECT: Board Agenda Item for December 6, 2022

RE: Approval of Contact between the Plumas County Probation Department and Kevin Lynch for the development of YOBG/JJCPA plan.

Recommendation:

Approve and authorize the Chair to sign a Services Agreement between the Plumas County Probation Department and Kevin Lynch in Fiscal Year 2022-2023 for development of a comprehensive YOBG/JJCPA plan not to exceed \$6,000.00, approved as to form by County Counsel.

Background:

As agreed upon by the Juvenile Justice Coordinating Council (JJCC), the Probation Department is seeking a contract for development of a comprehensive YOBG/JJCPA plan for the upcoming Fiscal Year. The Probation Department will fund this project using the existing juvenile grants.

Kevin Lynch has an excellent track record in developing similar plans for other counties, tailored to their respective needs. During the contract period, an analysis of available juvenile justice data will be conducted, alongside interviews of key stakeholders within the county. A consolidated plan document will be drafted and reviewed by the Juvenile Justice Coordinating Council, ultimately resulting in an updated plan presentation to the Plumas County JJCC and the Board of State and Community Corrections.

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

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and Kevin Lynch, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Six Thousand Dollars (\$6,000.00).
3. **Term.** The term of this agreement shall be from October 15, 2022 through October 14, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from October 15, 2022 to the date of approval of this Agreement by the Board of Supervisors.
Ratification language if needed.
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

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7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and 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

_____ COUNTY INITIALS

CONTRACTOR INITIALS 

- 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

_____ COUNTY INITIALS

CONTRACTOR INITIALS KL

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

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

COUNTY INITIALS

CONTRACTOR INITIALS KL

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:

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

Contractor:

Kevin Lynch
1639 Curtis Street
Berkeley, CA 94702
Attention: Kevin Lynch

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

_____ COUNTY INITIALS

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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 INITIALS

CONTRACTOR INITIALS 

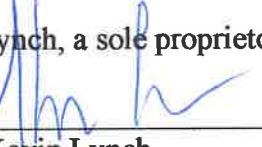
County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or 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:

Kevin Lynch, a sole proprietor

By: 
Name: Kevin Lynch
Title: Contractor
Date signed: 11/14/2022

COUNTY:

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

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

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

Attest:

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

11/10/2022

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

Contractor will assist in the development of Plumas County Probation's 2023-2024 "Consolidated Juvenile Justice Plan" to meet the requirements of both AB1913 (aka "Juvenile Justice Crime Prevention Act" or JJCPA) and SB 81 (aka "Youthful Offender Block Grant" or YOBG). Kevin Lynch shall perform the following tasks in order to achieve this goal:

1. Conduct an analysis of any available data related to juvenile justice issues in Plumas County, using sources such as this jurisdiction's local agencies (Probation, law enforcement, court, treatment, etc.), CPOC date resources, the State Attorney General's website, and other public websites that offer information related to juvenile justice in the jurisdiction.
2. Conduct telephone interviews with up to five key stakeholders in Plumas County's juvenile justice system (ideally with staff from those entities required under AB1913 for a JJCC composition).
3. Prepare a first draft of the Consolidated Plan document and submit it to Plumas County Probation Department and Juvenile Justice Coordinating Council (JJCC) for review.
4. Using feedback from that review, prepare a final draft of the plan.
5. Present the Consolidated Juvenile Justice Plan to Plumas County's JJCC.

Schedule of Deliverables (assuming a contract start date of October 15, 2022)

<u>Product</u>	<u>Date to be completed</u>
Data analysis	December 1, 2022
Key Stakeholder interviews (5)	January 31, 2023
Multi Agency Juvenile Justice Plan Update (1 st draft)	February 28, 2023
Multi Agency Juvenile Justice Plan Update (Final draft)	March 15, 2023
Presentation of Plan to JJCC	April 1, 2023

_____ COUNTY INITIALS

CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

The total amount of this contract shall not exceed \$6,000.00.

Contractor will be paid \$5,000 for providing a complete 2023/2024 Consolidated Juvenile Justice Plan.

Any required site visit shall include a \$350.00 supplement to cover travel costs for a one-day site visit in addition to an hourly rate for hours worked while at the site. Kevin Lynch shall utilize the hourly rate of \$90.00 for professional services. Assuming no site visit, the full cost of this project shall not exceed \$5,000.00.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: Approve and authorize the Chair to ratify and sign an **Agreement between Plumas County Public Works and Feather River Forestry for Hazard Tree Assessment Services; effective November 1, 2022; not to exceed \$45,000; approved as to form by County Counsel.**

Recommendation

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute a Service Agreement with Feather River Forestry, not to exceed \$45,000. The Service Agreement with Mason, Bruce & Girard will be presented to the Board of Supervisors for approval at a later date

Background and Discussion

The Department of Public Works posted a request for bids for the Hazard Tree Assessment Services, bid opening was October 5, 2022. The RFB allowed for the hiring of up to two firms to provide Hazard Tree Assessment Services. We received submittals from the following two (2) firms:

Feather River Forestry
Mason, Bruce & Girard

The Service Agreement with Feather River Forestry has been approved as to forms by County Council

The Mason, Bruce & Girard Service Agreement is still being negotiated due to agreement language

Action:

Approval to execute a Service Agreement with Feather River Forestry for Hazard Tree Assessment Services

Attachments:

1. Services Agreement - Feather River Forestry 112222

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 Public Works** (hereinafter referred to as "County"), and **Feather River Forestry**, a Limited Liability Company (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000).
3. Term. The term of this agreement shall be from November 1, 2022 through October 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 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

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CONTRACTOR INITIALS DB

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS DB

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

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

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

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

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

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

COUNTY INITIALS

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CONTRACTOR INITIALS 

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

County:

Department of Public Works
County of Plumas
1834 East Main St
Quincy, CA 95971
Attention: Mark Crews

Contractor:

Feather River Forestry
P.O. Box 1411
Quincy, Ca 95971
Attention: Danielle E. Bradfield

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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

CONTRACTOR:

Feather River Forestry, LLC

By: Danielle E. Bradfield
Name: Danielle E. Bradfield
Title: Managing Member

Date signed: 11/15/2022

COUNTY:

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

By: John Mannle
Name: John Mannle
Title: Director

Date signed: 11/02/22

By: _____
Kevin Goss, Chair
Board of Supervisors

Date Signed: _____

Attest:

By: _____
Heidi White
Clerk of the Board of Supervisors

Date Signed _____

Approved as to form:


11/1/2022
Joshua Brechtel
Deputy County Counsel I

_____ COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

The scope of work during the term of the contract will include on-call Hazard Tree Assessment services consistent with Federal Emergency Management Agency's (FEMA), and other Federal, State, and local regulations and to submit a Tree Assessment Report with the findings to the Department of Public Works.

The consultant will receive a Task Orders request for the scope of work for hazard tree assessments as they arise. The consultant and the Department will negotiate the cost of the requested task order scope. A contract amendment will be executed for each Tree Assessment Report requested by the County

EXHIBIT B

2022 ON-CALL HAZARD TREE ASSESSMENT SERVICES

Fee Schedule

Bid Item	For Fiscal Year 22/23 ending on June 30, 2023	For Fiscal Year 23/24 ending on June 30, 2024	For Fiscal Year 24/25 ending on June 30, 2025	For Fiscal Year 25/26 ending on Contract End Date TBD
<u>Hourly Rate for Certified Arborist</u> <u>(submit one for each fiscal year)</u>	N/A	N/A	N/A	N/A
<u>Hourly Rate for Registered Forester</u> <u>(submit one for each fiscal year)</u>	\$85.00	\$89.25	\$93.71	\$95.00

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: Approve and authorize the Chair to sign Amendment No. 12 of the Service Agreement between Plumas County Public Works and MGE Engineering, Inc., for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Snake Lake Road Bridge Replacement Project" ; not to exceed \$26,807.20; approved as to form by County Counsel.

Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 12 to the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Snake Lake Road Bridge Replacement Project" in an amount not to exceed \$26,807.20

Background and Discussion

Project Background:

Plumas County (County) is proposing to replace the Snake Lake Bridge (No. 9C-0148) across Spanish Creek in Plumas County, California. Caltrans has classified the bridge as Structurally Deficient (SD) with a Sufficiency Rating of 57.5 out of a possible 100. The bridge meets Caltrans requirements that the structure be able to withstand normal flows, but flow velocities in Spanish Creek during high-flow periods are resulting in contraction scour at the bridge abutments. The existing bridge will be replaced by a wider and stronger single-span bridge with a cast-in-place concrete deck built on pre-cast concrete girders. The new bridge will provide 28 feet of clear roadway width across two lanes and have standard California ST-30 open steel barriers. Excavated floodplain terraces under the new bridge would reduce stream velocity through the bridge opening during periods of high flow in the creek. Project construction is anticipated to commence in the spring of 2024.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

The attached MGE Engineering, Inc. Amendment No. 12 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

Scope of Work

The Scope of Work includes updating the expired Clean Water Act Section 404 Permit and 401 Water Quality Certification for the Snake Lake Bridge Replacement Project.

Action:

Authorize Execution of Amendment No. 12 to the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Snake Lake Road Bridge Replacement Project" in an amount not to exceed \$26,807.20

Attachments:

1. Amendment 12 MGE Signed

**AMENDMENT NO. 12
to the
PROFESSIONAL SERVICES AGREEMENT**

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Snake Lake Road Bridge Replacement Project**

The December 22, 2020, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and MGE Engineering, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 21-005, is hereby amended as follows:

Project Background

Plumas County (County) is proposing to replace the Snake Lake Bridge (No. 9C-0148) across Spanish Creek in Plumas County, California. Caltrans has classified the bridge as Structurally Deficient (SD) with a Sufficiency Rating of 57.5 out of a possible 100. The bridge meets Caltrans requirements that the structure be able to withstand normal flows, but flow velocities in Spanish Creek during high-flow periods are resulting in contraction scour at the bridge abutments. The existing bridge will be replaced by a wider and stronger single-span bridge with a cast-in-place concrete deck built on pre-cast concrete girders. The new bridge will provide 28 feet of clear roadway width across two lanes and have standard California ST-30 open steel barriers. Excavated floodplain terraces under the new bridge would reduce stream velocity through the bridge opening during periods of high flow in the creek. Project construction is anticipated to commence in the spring of 2023.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

Scope of Work

The Scope of Work (Exhibit A) includes updating expired the Clean Water Act Section 404 Permit and 401 Water Quality Certification for the Snake Lake Bridge Replacement Project.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit “B” and incorporated herein by reference. The cost of the project is Twenty-six Thousand, Eight Hundred Seven Dollars and Twenty Cents (\$26,807.20).

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

Project Schedule.

The Consultant shall complete the project as set forth in the Scope of Work.


Consultants Initials

_____ County Initials

Other Contract Provisions.

All other contract provisions set forth in the December 22, 2020, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 12 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

Kevin Goss, Chair
Board of Supervisors

Date: _____

ATTEST:

Heidi White
Clerk of the Board of Supervisors

Date: _____

CONSULTANT
MGE Engineering, Inc.

Robert E. Sennett, Vice President

Date: 11-17-2022

Fred Huang, Chief Financial Officer

Date: 11-17-2022

Approved as to form:

Joshua Brechtel
Deputy County Counsel I

Date: 11/10/2022

Taxpayer ID Number – 68-0231292

Attachments: Exhibit A1 - Scope of Work
Exhibit B1 – Fee Schedule

Exhibit A-1

October 24, 2022

Robert Sennett, SE
MGE Engineering, Inc.
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831
Submitted via email to rsennett@mgeeng.com

Re: Snake Lake Road Bridge Replacement Project Permitting Support

Dear Robert:

Thank you for reaching out to us about this additional project work. Included below is our scope and cost estimate to provide additional permitting support for the Snake Lake Road Bridge Replacement Project.

Project Understanding

Plumas County is proposing to replace the Snake Lake Road Bridge (No. 9C-0148) across Spanish Creek near the town of Quincy, California. The California Department of Transportation (Caltrans) has classified the bridge as Structurally Deficient, with a Sufficiency Rating of 37.9 out of a possible 100. To provide a safe solution for crossing Spanish Creek at this location, the existing 80-foot-long, 16-foot-wide, single-span pony truss bridge would be replaced with a 110-foot-long, 28-foot-wide bridge. The replacement structure would consist of a cast-in-place, pre-stressed concrete box girder bridge with standard California ST-30 open steel barrier rails.

AECOM prepared the initial Clean Water Act 401 and 404 permit applications for the project, which were submitted to the Regional Water Quality Control Board (RWQCB) and United States Army Corps. of Engineers (USACE) (respectively) regarding this project in October 2016. Both of these permits have expired and the agencies have indicated that new applications will be necessary. Thus, this Amendment 1 scope of work includes reapplying for the 401 and 404 permits.

Scope of Work

Task 1: Agency Consultation

As a first task, we recommend consulting with the RWQCB and USACE regarding reapplication of the 401 and 404 permits. This will include reaching out to the agency representatives, to discuss changes in the application process that have occurred since the original permits were secured, such as switching to online applications for the 401 process.

Task 2: Project Management

AECOM is committed to excellent project management to ensure efficient, on-schedule project execution and delivery. Key project management elements are outlined below.

Our proposed Project Task Manager, Jody Fessler, will continue to collaborate closely with our Program Manager, Petra Unger. Ms. Fessler has both the management capabilities and technical expertise to efficiently deliver this project. She is an experienced project manager with permitting experience and CEQA analysis. She will directly oversee the services outlined in the scope of work including all applicable documents and the schedule. Her project management responsibilities will include project team and staff coordination, preparation and management of the schedule, management of contracts and meetings, budget tracking, quality assurance/quality

control (QA/QC) implementation, and monthly status reports and invoicing. Ms. Fessler will make MGE Engineering's goals her priority and will be available for the duration of the project. Ms. Fessler will be supported by our Program Manager in all aspects of project management.

Task 3: CWA RWQCB 401 Water Quality Certification

Based on AECOM's extensive previous permitting work on this project, we will consult with RWQCB and prepare the required 401 Permit application. The permit application will be submitted in the State's online EPMS system. Payment of the fees is not included in this scope of work.

Task 4: CWA USACE 404 Permit

AECOM will also consult with USACE and prepare the required 404 Permit application. We assume that the same Nationwide Permit still applies and that conditions generally have not changed. This will be confirmed during our pre-submittal consultation under task 1.

Deliverables (all submitted electronically):

- Draft and final 401 and 404 Permit applications
- Monthly status reports and invoices submitted to MGE Engineering

Assumptions:

- Up to two pre-application meetings with MGE Engineering and County
- One pre-consult meeting with RWQCB
- One pre-consult meeting with USACE
- Meetings will occur remotely via Microsoft Teams, Zoom, or similar format
- AECOM will not pay agency permit application fees (e.g., RWQCB and USACE application fees)

Schedule: AECOM is prepared to begin work on this project as soon as we receive authorization.

Cost Estimate

AECOM will perform the above-described services on a time and materials basis per the terms of our agreement with MGE Engineering. The estimated cost to perform additions to Task 1 is \$2,599; Task 3 is \$4,789; Task 4 is \$8,678; Task 5 is \$8,678 for a total of \$24,743, as detailed in the attached cost estimate. Please see attached cost detail spreadsheet for details on Tasks 1, 3-5, along with the revised form 10H with a couple of new staff members added.

If you have any questions, please let me know at jody.fessler@aecom.com or (916) 414-5861.

Sincerely,



Jody Fessler
Task Manager

cc: Petra Unger

Exhibit B-1
MGE Engineering

Escalation	\$0.00
ODC's	\$0.00
AECOM	\$24,743.00
Total =	\$26,807.20



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: Approve and authorize the Chair to sign Amendment No. 13 to the Agreement between Plumas County Public Works Department and MGE Engineering, Inc. for On-call Civil Engineering Services for the Graeagle-Johnsville Road Rehabilitation Project; not to exceed \$220,844.49; approved as to form by County Counsel.

Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 13 to the Professional Services Agreement between the County of Plumas and MGE Engineering, Inc. for On-call Civil Engineering Services for the Graeagle-Johnsville Road Rehabilitation Project in the amount not to exceed \$220,844.49.

Background and Discussion

Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc. (MGE), is requesting civil engineering services for the final design documents for the Graeagle-Johnsville Road Rehabilitation Project. The project site is located on County Road 506 (Graeagle-Johnsville Road) between the communities of Johnsville and Mohawk; Plumas Eureka State Park is located at the western end of the project. This road provides access to the unincorporated community of Johnsville as well as the Plumas Eureka State Park. The project is located within Plumas National Forest and State Park lands. The project includes necessary repairs to the roadway between post mile (PM) 1.82 to 5.15. The project is non-capacity increasing and includes the following elements:

1. Repair slide and bank failure at PM 4.91. Design documents for this element were previously completed.
2. Repair culvert crossing at PM 5.12, near the State Park's museum.
3. Construct an asphalt concrete overlay of the existing pavement between PM 1.85 to 5.15.
4. Replacement of installation of new guardrails, primarily near the reversing curves between PM 1.85 and 2.85; need for new guardrail locations will be evaluated between p.m. 2.85 to 5.15.

The project is federally funded through the State Transportation Improvement Program which is administered by Caltrans Local Assistance.

The attached Amendment No. 13 has been approved as to form by the County Counsel's Office.

Action:

Authorize Execution of Amendment No. 13 to Professional Services Agreement between the County of Plumas and MGE Engineering, Inc. for On-call Civil Engineering Services for the Graeagle-Johnsville Road Rehabilitation Project in the amount not to exceed \$220,844.49.

Attachments:

1. MGE Amendment 13

**AMENDMENT NO. 13
to the
PROFESSIONAL SERVICES AGREEMENT**

**On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Graeagle-Johnsville Road Reconstruction Project**

The December 22, 2020 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and MGE Engineering, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 21-005, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is requesting design engineering services in support of the Graeagle-Johnsville Road Reconstruction Project.

The project is federally-funded through the State Transportation Improvement Program (STIP) with oversight and administration by the Caltrans’ Local Assistance Program.

Scope of Work

The Scope of Work shall include the tasks as set forth in the Scope of Work, which is attached hereto as Exhibit “B” and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit “A” and incorporated herein by reference. The cost of the project is Two Hundred Twenty Thousand, Eight Hundred Forty-Four Dollars and Forty-Nine Cents (\$220,844.49).

Project Schedule.

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

Other Contract Provisions.

All other contract provisions set forth in the December 22, 2020 Professional Services Agreement first referenced above remain unchanged.


Consultants Initials


County Initials

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 13 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

Kevin Goss, Chair
Board of Supervisors

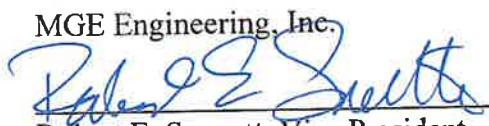
Date: _____

ATTEST:

Heidi White
Clerk of the Board of Supervisors

Date: _____

CONSULTANT
MGE Engineering, Inc.



Robert E. Sennett, Vice President

Date: 11/8/2022



Fred Huang, Chief Financial Officer

Date: 11/8/2022

APPROVED AS TO SCOPE OF WORK:



Director of Public Works

Date: 11/9/22

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/3/2022

Taxpayer ID Number – 68-0231292

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant **MGE Engineering, Inc.**Project No. **Johnsville Road Rehabilitation** Prime Consultant Subconsultant d Tier Subconsultant

Contract No. _____

Date **9/20/2022**

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Principal/QC	Robert Sennett, SE	14	\$105.84	\$1,481.76
Project Manager/QC	Steve Hawkins, PE	96	\$88.20	\$8,467.20
Senior Engineer	James Patrick, PE	378	\$69.46	\$26,255.88
Assistant Engineer	Peter Yang	400	\$34.18	\$13,672.00
Administrative Assistant	Staff	20	\$39.69	\$793.80
				\$0.00
				\$0.00
				\$0.00
				\$0.00

LABOR COSTS

Total Hours 908

a) Subtotal Direct Labor Costs	\$50,670.64
b) Anticipated Salary Increases (see page 2 for calculation)	\$1,418.78
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$52,089.42

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>51.47%</u>)	e) Total Fringe Benefits [(c) x (d)] <u>\$26,810.42</u>
f) Overhead (Rate: <u>0.00%</u>)	g) Overhead [(c) x (f)] <u>\$0.00</u>
h) General and Administrative (Rate: <u>114.48%</u>)	i) Gen & Admin [(c) x (h)] <u>\$59,631.97</u>
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] <u>\$86,442.39</u>

FIXED FEE (Rate: <u>10.00%</u>)	k) TOTAL FIXED FEE [(c) + (j)] x (q)] <u>\$13,853.18</u>
----------------------------------	---

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs (1 round trips)	308	mile	\$ 0.625	\$192.50
l) TOTAL OTHER DIRECT COSTS				\$192.50

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Surveying - GKA (Giuliani & Kull-Auburn, Inc.)	\$38,942.00
Pavement Engineering, Inc.	\$29,325.00
m) TOTAL SUBCONSULTANTS' COSTS	\$68,267.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$68,459.50**TOTAL COST [(c) + (j) + (k) + (n)]** \$220,844.49

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's

annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$50,670.64	908	= \$55.80	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$55.80	+	4.0%	= \$58.04
Year 2	\$58.04	+	4.0%	= \$60.36
Year 3	\$60.36	+	4.0%	= \$62.77
Year 4	\$62.77	+	4.0%	= \$65.28
Year 5	\$65.28	+	4.0%	= \$67.89
Year 6	\$67.89	+	4.0%	= \$70.61

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	30.00%	*	908.0	= 272.4
Year 2	70.00%	*	908.0	= 635.6
Year 3	0.00%	*	908.0	= 0.0
Year 4	0.00%	*	908.0	= 0.0
Year 5	0.00%	*	908.0	= 0.0
Year 6	0.00%	*	908.0	= 0.0
Total	100%		Total	= 908.0

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1	\$55.80	*	272.4	= \$15,201.19
Year 2	\$58.04	*	635.6	= \$36,888.23
Year 3	\$60.36	*	0.0	= \$0.00
Year 4	\$62.77	*	0.0	= \$0.00
Year 5	\$65.28	*	0.0	= \$0.00
Year 6	\$67.89	*	0.0	= \$0.00
		Total Direct Labor Cost with Escalation	=	\$52,089.42
		Direct Labor Subtotal before Escalation	=	\$50,670.64
		Estimated total of Direct Labor Salary Increase	=	\$1,418.78
				Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. $\$250,000 \times 2\% \times 5 \text{ yrs} = \$25,000$ is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang, PE Title *: President
Signature: H.F. Huang Date of Certification (mm/dd/yyyy): 9/20/2022
Email: fhuang@mgeeng.com Phone Number: 916-421-1000
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Management and design of pavement rehabilitation, culvert replacement, and addition of paved shoulders for Graeagle Johnsonville Road, including deflection testing, pavement coring, R-Value testing and design surveying services.

**MGE Engineering
FEE ESTIMATE PROPOSAL - JOHNSVILLE ROAD REHABILITATION DESIGN & PS&E**

		Billing Rate (\$/hour)	\$309.63	\$256.02	\$203.20	\$99.99	\$116.11	MGE Cost per Task
Task #	Project Manager	R. Sennett	S. Hawkins	J. Patrick	Staff	Staff	MGE Total Hours	MGE Cost per Task
Task 0	Project Management							
0.1	Communications and Coordination			16	18			34
0.2	Project Schedule				4			4
0.3	Kick-Off Meeting (Virtual)			2	2			4
0.4	Progress Reports & Invoicing			2	12			28
	Task 0 Total Hours			20	36			14
Task 1	Preliminary Engineering							
1.1	Review Available Information			4	6			10
1.2	Alternatives Analysis & Design Memorandum (Draft & Final)			4	10	100	218	2
	Task 1 Total Hours			4	14	106	218	2
Task 2	Utility Coordination							
2.1	Utility Coordination				16			16
	Task 2 Total Hours			0	0	16	0	16
Task 3	Surveying/Mapping/ROW Engineering							
3.1	Topographic Survey				2	8		10
3.2	Right of Way (ROW) Survey				2	4		6
	Task 3 Total Hours			0	0	4	12	0
Task 4	Deflection Testing							
4.1	Deflection Testing				4			4
4.2	Laboratory Testing							0
4.3	Pavement Engineering Report				2	8		10
	Task 4 Total Hours			0	2	12	4	0
Task 5	65% PS&E							
5.1	Civil Design Development				16	80	80	176
5.2	Contract Item List, Special Provisions, Draft Bid Book and Notice To Bidders & Special Provisions			4	24			28
5.3	Construction Quantities and Cost Estimate			2	4	8		14
5.4	Quality Control/Constructability Review			4	8			12
5.5	65% PS&E Submittal			4	8	8	2	22
	Task 5 Total Hours			4	34	116	96	2
Task 6	95% PS&E							
6.1	Review & Respond to County Review Comments			2	4			6
6.2	Finalize Civil Design			8	40	40		88
6.3	95% Bid Book and Notice To Bidders & Special Provisions			2	8			10
6.4	Check Quantities and Update Cost Estimate				8	2		10
6.5	Working Day Schedule				4			4
6.6	QC/Constructability Review			4	8			12
6.7	95% PS&E Submittal			2	4	8		14
	Task 6 Total Hours			4	22	68	50	0
Task 7	Final (100%) PS&E							
7.1	Final PS&E			2	4	20	20	2
	Task 7 Total Hours			2	4	20	20	2
	Total MGE Project Hours/Costs			14	96	378	400	20
								908
								\$148,234.42
								\$4,150.56
								\$1,92.50
								\$35,942.00
								\$29,325.00
								\$220,844.49
								Total =

Attachment B

Graeagle Johnsville Road Rehabilitation Plumas County, CA

Scope of Work

The project provides for the rehabilitation of Graeagle Johnsonville Road, addition of four-foot paved shoulders, replace one existing culvert with a larger diameter, and replace guardrail as required. MGЕ's proposed scope of work is as follows:

Task 0 - Project Management & Coordination

This task applies throughout all phases until design completion and is summarized below.

- **Communication and Coordination** – MGЕ will develop task and scope, provide written communication via telephone or email as well as face-to-face meetings as required throughout the term of the contract. Administration and invoicing will occur monthly.
- **Project Schedule** - MGЕ will prepare and maintain a detailed project schedule that includes project tasks and will include County review times.
- **Kick-off Meeting** - MGЕ will meet with County staff to establish communication and administrative protocol, finalize the schedule, identify technical issues, and obtain data from the County.
- **Progress Reports** - MGЕ will submit a monthly Progress Report to accompany invoices that will include a narrative on work accomplished; work planned for the next reporting period; information/decisions required to maintain project schedule and complete deliverables; and budget.

Deliverables:

- Copies of meeting agenda and minutes, progress reports & Schedule Updates

Task 1 - Preliminary Engineering

REVIEW AVAILABLE INFORMATION

MGЕ will review all available roadway as-built documentation, or County maintenance records, to obtain historic information regarding the existing roadway typical section and pavement thickness.

ALTERNATIVES ANALYSIS & DESIGN MEMORANDUM

Based on the review of available information and R-Value testing, MGЕ will develop rehabilitation alternatives and prepare a Design Memorandum to present design and construction considerations, and alternatives with estimated construction costs to facilitate selection of a preferred alternative for design and construction. The draft Memorandum will include discussions of the following items:

General Description of the Project	Typical Section
Traffic Control/Detour	Drainage
Right-of-Way	Design Exceptions
Utility Conflicts (if any)	Construction Access & Staging
Geotechnical (R-Value results)	Project Recommendations
Appendices including: Typical Sections, Layout & Profile sheets, Alternative Cost Estimates, Photographs, Geotechnical Investigations Report.	



MGE will submit the draft Memorandum to the County for review and selection of a preferred alternative.

The drawings included in the final Design Memorandum are considered 35% plans, and will be the basis for final design.

Task 1 Deliverables:

- Design Memorandum (Draft and Final)
- Design Meeting Minutes

Task 2 - Utility Coordination

MGE will determine if there are any utilities located within the project limits that would need either temporary or permanent relocation. MGE will identify the type and location of utilities and notify the utility's of the project. Based upon the topographic field survey and utility responses, MGE will incorporate existing utility locations into the plans and evaluate whether they conflict with construction of the proposed project. MGE will obtain utility base maps in accordance with Caltrans LAPM Chapter 14; will coordinate with utilities including conflict resolution plan, as necessary, and will attend utility coordination meetings as necessary.

Task 2 Deliverables:

- Conflict Maps and Utility Letters

Assumptions: If utility relocations are needed, the County will negotiate Utility Agreements with the Utilities and complete any required Caltrans forms for this process.



Task 3 – Surveying/Mapping/ROW Engineering

TOPOGRAPHIC SURVEY

Guiliani and Kull – Auburn, Inc (GKA) will utilize a combination of conventional land surveying techniques and UAV aerial surveying to prepare a topographic survey for engineering purposes at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with a one-foot contour interval. The topographic survey will include the following:

- Topographic survey coverage area will include the extent of the proposed road section (two eleven foot travel lanes with four foot paved shoulders and two foot of shoulder backing) and beyond as necessary to accommodate cut and fill along the approximately 3.3 mile project length, and 100 feet each direction from the begin and end limits of work.
- Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; all trees (six (6) inches and larger) within the clear zone for the project being roughly thirty feet from the existing centerline, roadway striping, intersecting roadways, utility boxes, culverts (including size and invert elevations at both ends of the culvert), utility markings on the pavement, utility poles, driveway locations, all roadway signs, and any other pertinent information that could apply to the project during design.
- Topographic survey will be provided on North American Vertical Datum of 1988 as established by GNSS observations tied to DH6428 .
- Topographic map to horizontally relate to California Coordinate System of 1983, Zone II, Epoch 2010.00.

RIGHT OF WAY (ROW) SURVEY

The project is located on US Forest Service lands and Plumas Eureka State Park property, with one location where a private parcel is within 100-feet of the edge of pavement. The parcel, owned by SPI, may require a small easement to accommodate the project.

The county currently has prescriptive rights for Graeagle Johnsonville Road, from top of cut to toe of fill, along the length of the project. For the portion of the road located within Plumas National Forest lands, a standard USDOT easement will be required. This easement is typically 100 feet each side of the established roadway centerline alignment. Within Plumas Eureka State Park property, a permanent easement will be required for the roadway. The proposed rights-of-way will be plotted on the project plans to evaluate whether any additional easements will be required. GKA will perform the following:

- Collect field data in sufficient detail to locate the centerline line of Graeagle-Johnsville Road within the limits of the project. The Scope does not include boundary surveys to locate the sidelines of the adjacent parcels and does not include establishing or setting property corners.
- Locate fence lines, existing monuments and features indicating lines of occupation.
- Provide a legal description for existing centerline of Graeagle-Johnsville Road in the project area. This centerline description will provide the basis for the USDOT and State Parks right-of-way easements.
- Provide legal descriptions for access, construction and right of way based on proposed design requirements



Task 4 – Deflection Testing

The purpose of this task is to evaluate the existing pavement thickness by performing deflection testing, collecting pavement cores, and sampling subgrade soil for R-value testing. Test data and core evaluation will provide a basis for pavement design recommendations for 17,800-feet of pavement rehabilitation. Pavement rehabilitation options such as selective patching, overlays, mill and fill, and recycle in place will be considered. The selected alternative will be based on construction cost, a minimum 10-year design life, and the pavement structural section variability throughout the project length. Deflection testing would benefit this project by accurately assessing the pavement conditions to maximize the benefits of rehabilitated or replaced pavement sections.

Pavement Engineering, Inc. of Redding, California, (PEI) will perform the deflection testing, soil sampling, and pavement coring. PEI will use DYNAFLECT Deflection testing and analysis on Graeagle Johnsonville Road for the entire roadway section.

Deflection Testing is a non-destructive test that accurately measures the amount of movement the pavement experiences under traffic loading. California Test Method 356 (CTM356 Deflection Testing) is the Caltrans approved pavement rehabilitation design procedure. This project testing and analysis will provide the structural adequacy of the roadway along with feasible rehabilitation alternatives to provide a 10-Year design life minimum.

Each lane will be tested in each direction of travel. The engineering analysis will determine which lane is the controlling factor for the pavement rehabilitation design within each pavement section/segment.

PEI will conduct pavement coring and subgrade material sampling as part of their analyses. Subsurface exploration for this project is proposed to consist of collecting bulk samples from within the roadway about every 1,000 to 1,500 feet (depending on localized pavement conditions). After collection of the samples, the sample locations will be backfilled level with the surrounding ground. Pavement cores will be collected from alternating lanes at 500-foot intervals and the roadway holes will be backfilled and patched with asphalt cold patch. The deflection testing, pavement coring and subgrade sampling will be completed concurrently using a moving traffic control setup.

After all the data has been collected and the traffic index information provided by the County, PEI will provide an engineering report explaining the current structural condition of the road and the required pavement rehabilitation action to provide a minimum service life of ten years.

The scope of PEI's proposed services specifically excludes sampling for or evaluation of the presence or distribution of hazardous materials. If hazardous materials are identified during field exploration work will be stopped at that location and the client notified; a modified scope of services may be required. PEI also excludes topographic survey of the roadways, developing traffic control plans, electronic locating or potholing of underground utilities, and providing testing or inspection services during construction.

PERMITS AND TRAFFIC CONTROL

For both subgrade sample collection and pavement deflection testing, traffic control will be required. PEI will provide a moving traffic control setup using traffic control signs and cones and personnel for flagging, as necessary. MGE and PEI do not expect to obtain a County encroachment permit for these services and we do not include applying for, obtaining, and paying for a permit or for posting a bond to complete these services. MGE will coordinate with the County about the timing for these services so



notice can be made to the public, as necessary.

LABORATORY TESTING

PEI will perform the R-value tests on the collected soil samples to evaluate subgrade materials for new or rehabilitated pavement section recommendations.

REPORTING

Upon completion of the field and lab testing and data analyses, PEI will provide an engineering report that summarizes our deflection analysis and contains rehabilitation and reconstruction options for the roadway. PEI will explore rehabilitation options, including pulverization and resurfacing, milling and filling, conventional HMA overlay and RHMA overlays, and recycling options like FDR and CIR. Reconstruction alternatives will also be recommended with full depth HMA and HMA over aggregate base. Included with the report are deflection summary sheets, site and pavement photos, and a visual description of the roadway segments.

Task 4 Deliverables:

- Pavement Engineering Report

Task 5 - 65% PS&E

CIVIL DESIGN DEVELOPMENT

MGE will complete the civil design and plans for rehabilitation of Graeagle Johnsville Road in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Manual of Uniform Traffic Control Devices (MUTCD) and Caltrans Highway Design Manual. A full set of detailed civil plans will be prepared. The plans will consist of, at a minimum, a title sheet, general notes sheet, survey control plan, layout sheets, typical sections, signing and striping plan, and detail sheet(s).

CONTRACT ITEM LIST, SPECIAL PROVISIONS, DRAFT BID BOOK AND NOTICE TO BIDDERS & SPECIAL PROVISIONS

MGE will develop a contract item list and prepare draft specifications required for construction of the project using the Caltrans 2018 Standard Special Provisions (SSP's), or later edition as required by Caltrans. MGE will edit the Bid Book provided by the County for the project. MGE will incorporate the special provisions into the County provided Notice to Bidders & Special Provisions template, and complete the editing of this document.

CONSTRUCTION QUANTITIES AND COST ESTIMATE

MGE will calculate construction quantities in accordance with standard Caltrans practice and specifications, and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by the County (if available) or included in the latest Caltrans Cost Data.

QUALITY CONTROL/CONSTRUCTABILITY REVIEW

MGE will perform a quality control and constructability review of the draft 65% PS&E. Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction. A Senior Engineer will back check the corrections to ensure all comments are thoroughly addressed and the corrections have been made.



65% PS&E SUBMITTAL

MGE will submit the 65% plans, Bid Book, Notice to Bidders and Special Provisions, construction cost estimate, and right-of-way/easement exhibits (if necessary for temporary construction easements) to the County for review and comment. It is assumed the County will acquire any easements necessary to construct the Project.

Task 7 Deliverables

- 65% Plan Set Drawings; electronic .pdf format
- Real Estate exhibits (if required)
- Draft Bid Book and Notice to Bidders & Special Provisions
- Estimate of Probable Construction Cost, with breakdown of quantities and unit costs

Task 6- 95% PS&E

After the County has reviewed and provided written comments on the 65% PS&E, MGE will continue to finalize the design, addressing all county comments.

REVIEW AND RESPOND TO COUNTY REVIEW COMMENTS

MGE will review and respond to all County review comments with regard to the 65% PS&E submittal. All comments will be resolved through discussions with the County prior to preparing the 95% PS&E submittal package.

FINALIZE CIVIL DESIGN

MGE will prepare the 95% complete roadway designs considering the County's review comments.

95% BID BOOK AND NOTICE TO BIDDERS & SPECIAL PROVISIONS

MGE will finalize the contract item list and update the Bid Book and Notice to Bidders & Special Provisions. The special provisions will be edited to include all items of work as well as any environmental mitigation measures required as part of the environmental clearance for the project.

CHECK QUANTITIES AND UPDATE COST ESTIMATE

MGE will prepare a check set of quantity calculations in accordance with standard Caltrans practice. Any quantity discrepancies will be resolved prior to finalizing the quantities for use in the preparation of the 95% construction cost estimate for the project.

WORKING DAY SCHEDULE

MGE will prepare a construction working day schedule.

QUALITY CONTROL/CONSTRUCTABILITY REVIEW

MGE will perform a quality control and constructability "plans-in-hand" field review of the 95% plans, specifications, and construction cost estimate. The "plans-in-hand" field review may require that the roadway centerline be established, including stationing, by the team's surveyor. Results of this review will be transmitted to the responsible engineers for resolution and corrections prior to submittal to the County of the 95% PS&E.

95% PS&E SUBMITTAL

MGE will compile the 95% PS&E submittal package including complete plans, Bid Book, Notice to Bidders and Special Provisions, and construction cost estimate for the project for County for review and comment.



Task 8 Deliverables:

- 95% Drawings one electronic set in .pdf format)
- 95% Cost Estimate (digital copies in both MS Excel .xls and Adobe .pdf formats)
- 95% Bid Book and Notice to Bidders and Special Provisions (digital copies in MS Word .docx and Adobe .pdf formats, and one bound printed hard copy)
- Estimated Working Day Schedule (digital copy and Adobe .pdf format)

Task 7 - Final (100%) PS&E

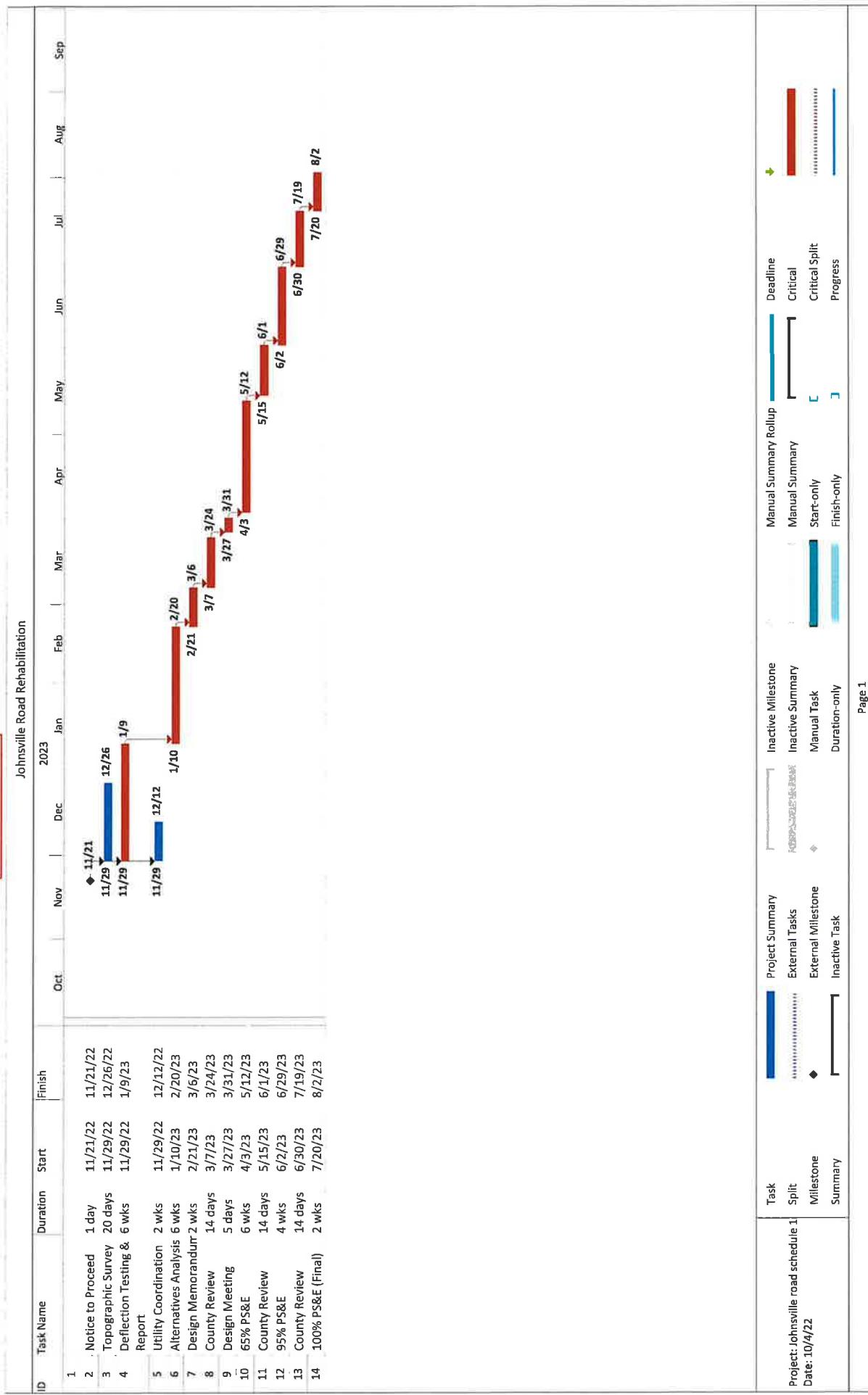
Based on review and commentary from the County, the 95% PS&E will be updated to Final Plans, Specifications, and Estimate. A meeting will be scheduled between the County Engineering staff and the Consultant's team, to review the final PS&E documents, and discuss the inclusion or resolution of all comments and details into the finished PS&E. After the meeting, MGE will compile and produce the final PS&E documents. Quantity calculations will be provided and electronic files of all deliverables (AutoCAD and pdf) will be provided.

Task 9 Deliverables:

- Final Drawings (one full-size (22"x34"), one half size (11"x17" sheets) plan sets will be provided in .pdf format)
- Final Construction Cost Estimate (digital copies in both MS Excel .xls and Adobe .pdf formats)
- Final Bid Book and Notice to Bidders and Special Provisions (digital copies in MS Word .docx and Adobe .pdf formats)
- Final Estimated Working Day Schedule (digital copy and Adobe .pdf format)
- Quantity Calculations
- DVD archive of final version of all electronic files of the above PS&E documents



Attachment C





**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: Approve and authorize the Chair to sign Amendment No. 1 to the Agreement between Plumas County Public Works and Bender Rosenthal Inc. for property valuation as required for the Sloat RSP Storm Drainage Repair Project; not to exceed \$2,700.00; approved as to form by County Counsel.

Recommendation

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute Amendment No. 1 to the Service Agreement with Bender Rosenthal, Inc, totaling \$2,700, for the property valuation required for the Sloat RSP Storm Damage Repair Project and ratify all approved work performed to date.

Background and Discussion

In February 2017, high flows in the Middle Fork Feather River resulted in a 50-foot section of rock slope protection (RSP) failing due to erosion and scour. The County proposes to repair the storm damage by replacing the damaged section of RSP and restoring the riverbank segment to its pre-disaster condition.

The project is located approximately 14 miles east of Quincy and one mile south of Highway 70 near the community of Sloat and the Middle Fork of the Feather River Bridge. This project is federally funded through a Federal Emergency Management Agency Public Assistance Grant for Disaster: FEMA-4308- DR-CA. A temporary construction easement across private lands is necessary to access the site with equipment and materials. The consultant's task was to provide an appraisal (valuation) of the temporary use. The task has been completed and Amendment No. 1 has been approved as to form by County Counsel.

Action:

Approval to execute Amendment No. 1 to the Service Agreement with Bender Rosenthal Inc (Total \$2,700) for the property valuation required for the Sloat RSP Storm Damage Repair Project.

Attachments:

1. Bender Rosenthal Amendment 1

**AMENDMENT NO. 1
to the
PROFESSIONAL SERVICES AGREEMENT**

**Right-of-Way Engineering Acquisition Services for
Transportation Improvement Projects in
Plumas County, California**

The September 23, 2022 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and BENDER ROSENTHAL INC. ("Consultant"), is hereby amended as follows:

The "County" has identified the need for professional services on the following project:

Sloat Rock Slope Protection (RSP) Storm Damage Repair Project

Project Background

In February 2017, high flows in the Middle Fork Feather River resulted in a 50-foot section of rock slope protection (RSP) failing due to erosion and scour. The County proposes to repair the storm damage by replacing the damaged section of RSP and restoring the riverbank segment to its pre-disaster condition.

The project is located approximately 14 miles east of Quincy and one mile south of Highway 70 near the community of Sloat and the Middle Fork of the Feather River Bridge. This project is federally funded through a Federal Emergency Management Agency Public Assistance Grant for Disaster: FEMA-4308-DR-CA. A temporary construction easement across private lands is necessary to access the site with equipment and materials. The consultant's task is to provide an appraisal (valuation) of the temporary use.

Scope of Work

The scope of work shall be as specifically set forth in and attached hereto as Exhibit "A" and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Scope of Work and Cost Proposal set forth in Exhibit "A," attached hereto. Consultant's compensation shall in no case exceed Two Thousand Seven Hundred and No Cents (\$2,700.00). The amendment is approved retroactively to October 18, 2022.

Project Schedule

The Consultant shall commence services within five (5) working days of full execution of this Amendment No. 1. The Consultant shall complete the work in accordance with the September 23, 2022 Professional Services Agreement thereafter.

Other Contract Provisions

All other contract provisions set forth in the September 23, 2022 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first written above.

COUNTY OF PLUMAS
A political subdivision of the State of California

Date: _____

Kevin Goss, Chair, Board of Supervisors

ATTEST:

Date: _____

Heidi White, Clerk of the Board of Supervisors

CONSULTANT
BENDER ROSENTHAL INC.


Signature

Renee Baur, CEO

Date: 11/1/2022

Approved as to form:


11/1/2022


Joshua Brechtel
Deputy County Counsel I

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

Attachments: Exhibit A - Scope of Work and Cost Proposal



**BENDER
ROSENTHAL
INCORPORATED**

Exhibit A

October 18, 2022

County of Plumas
Andrew Hammond, PE | PLS
Plumas County Public Works
1834 E Main Street
Quincy, CA 95971

ORIGINAL BY E-MAIL:
AndrewHammond@countyofplumas.com

**RE: Valuation Services for APN 122-070-027
60 Poplar Valley Road, Cromberg, CA 96103
Plumas County, California**

Dear Mr. Hammond,

BRI appreciates the opportunity to provide a scope and fee for the valuation of the commercial property referenced above, located at 60 Poplar Valley Road, Cromberg, CA 96103, and owned by James Hubbard. It is our understanding that the County of Plumas (County) is in need of valuation services for a temporary construction easement that will be utilized for a duration of approximately thirty (30) Days.

BRI recommends the use of Waiver Valuations for this project. The Code of Federal Regulations [49 CFRs 24.102 (c) 2] provides that an appraisal is not required for parcels estimated at \$10,000 or less. Use of this method assumes the valuation problem is uncomplicated and the fair market value is estimated at \$10,000 or less based on a review of available data. The \$10,000 amount includes severance damages but excludes any insignificant construction contract work. The "Waiver Valuation" is not an appraisal and is to be used merely for documentation in support of the estimated compensation to be paid to the property owner.

Please note, Waiver Valuations cannot be used to condemn. Should court action be determined necessary, an Appraisal Report will be required, resulting in the assessment of additional fees. Waiver Valuations also do not require an independent appraisal review which provides an additional savings to the project.

Ultimately, the fair market value opinions and conclusions within the appraisal report or Waiver Valuation will be used as the basis to establish the offer of just compensation as required by law. This scope specifically excludes any goodwill appraisals, dual appraisals, furniture/ fixture/equipment appraisals, and detailed construction cost estimates for site reconfiguration or building reconstruction.

Deliverables:

- One (1) electronic copy of Waiver Valuation. Up to two (2) hard copies to be provided if requested.

Assumptions:

- Waiver Valuations cannot be used as a basis for a Court Eminent Domain Deposit. Updating the Waiver Valuation to an appraisal is an additional expense.
- No residential or business relocation is involved.
- No significant severance damages are anticipated.
- Plats and Legal Descriptions, if needed for recording, will be provided by others.

The fee for services is as follows.

WAIVER VALUATION FEE	
Valuation of	Fee
APN: 122-070-027 Plumas County, California	\$2,700

The waiver valuation will be delivered within one (1) week from receipt of the signed engagement letter. The fee is due upon delivery. In order to meet the timing schedule, we should be in immediate receipt of the items and information set forth below (if available):

- Preliminary Title Report;
- Property owner contact information, if available; and
- Any other information available to you that you would like us to consider in this assignment.

2022 FEE SCHEDULE / ADDITIONAL SERVICES

If additional services are required beyond the task captured in the lump sum fee, (post appraisal meetings, consultations, etc.) our standard hourly rates will apply. These tasks will not commence prior to written authorization. Our standard rates for 2022 are as follows:

2022 BILLING RATES

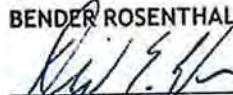
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$200/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$170/hr.*
Appraiser III	\$150/hr.
Appraiser II	\$130/hr.
Appraiser I	\$110/hr.
Researchers	\$ 90/hr.
Administrative Support III	\$ 85/hr.
Administrative Support II	\$ 70/hr.
Administrative Support I	\$ 50/hr.

*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.

When signed, this letter shall be a contract between us. Should any dispute arise regarding the performance of the terms of this contract, and legal action is commenced, Sacramento County, California will be the legal venue and the prevailing party shall be entitled to attorney fees.

As Senior Vice President, I am authorized to bind the firm to these services. We appreciate your consideration of our bid for this project and look forward to working with you. If you have any questions, feel free to reach me at d.wraa@benderrosenthal.com or (916) 978-4900.

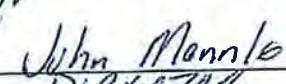
Sincerely,
BENDER ROSENTHAL, INC.



David B. Wraa, MAI, ARA, AI-GRS
Senior Vice President
Bender Rosenthal, Inc.

APPROVED AND ACCEPTED:

By: 

(Signature)
Name: 

Title: 

Date: 10



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: Approve and authorize the Chair to sign Amendment No. 2 to the Agreement between Plumas County Public Works and Bender Rosenthal Inc. for easement acquisition services required for the Radio Hill Road and Utility Easements project; not to exceed \$29,365.00; approved as to form by County Counsel.

Recommendation

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute Amendment No. 2 to the Service Agreement with Bender Rosenthal, Inc, totaling \$29,365, for the Radio Hill Road and Utility Easements Project.

Background and Discussion

The County requires formal access rights to the top of Radio Hill and the communications facilities located there. Individual commercial communications service providers also require the ability to access and connect to the communications facilities on Radio Hill. The consultant will provide acquisition services for permanent road and utility easements developed by the County and acquire all necessary rights within the required timeframe.

This project will require the acquisition of six (6) access and utility easements along the Radio Hill Road alignment. Four (4) parcels will be impacted by this project, two (2) of which are under the same ownership. Additionally, there is a proposed easement on APN 116-290-032, which is owned by the County and it will not require appraisal and acquisition services related to this project.

Action:

Approval to execute Amendment No. 2 to the Service Agreement with Bender Rosenthal Inc (Total \$29,365) for easement acquisition services required for the Radio Hill Road and Utility Easements Project

Attachments:

1. Bender Rosenthal Amendment 2

**AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT**

**Right-of-Way Engineering Acquisition Services for
Transportation Improvement Projects in
Plumas County, California**

The September 23, 2022 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and BENDER ROSENTHAL INC. (“Consultant”), is hereby amended as follows:

The “County” has identified the need for professional services on the following project:

Radio Hill Road and Utility Easements Project

Project Background

The County requires formal access rights to the top of Radio Hill and the communications facilities located there. Individual commercial communication service providers also require the ability to access and connect to the communications facilities on Radio Hill. The consultant will provide acquisition services for permanent road and utility easements developed by the County and acquire all necessary rights within the required timeframe.

This project will require the acquisition of six (6) access and utility easements along the Radio Hill Road alignment. Four (4) parcels will be impacted by this project, two (2) of which are under the same ownership. Additionally, there is a proposed easement on APN 116-290-032, which is owned by the County and it will not require appraisal and acquisition services related to this project.

Scope of Work

The scope of work shall be as specifically set forth in and attached hereto as Exhibit “A” and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Scope of Work and Cost Proposal set forth in Exhibit “A,” attached hereto. Consultant’s compensation shall in no case exceed Twenty-Nine Thousand Three Hundred Sixty-Five Dollars and No Cents (\$29,365.00).

KC

Consultants Initials

Project Schedule

The Consultant shall commence services within five (5) working days of full execution of this Amendment No. 2. The Consultant shall complete the work in accordance with the September 23, 2022 Professional Services Agreement thereafter.

Other Contract Provisions

All other contract provisions set forth in the September 23, 2022 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by and through their respective authorized officers, as of the date first written above.

COUNTY OF PLUMAS
A political subdivision of the State of California

Date: _____

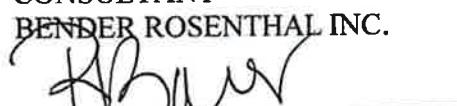
Kevin Goss, Chair, Board of Supervisors

ATTEST:

Date: _____

Heidi White, Clerk of the Board of Supervisors

CONSULTANT
BENDER ROSENTHAL INC.


Signature
Renee Baur, CEO

Date: 11/4/2022

Approved as to form:


11/1/2022

Joshua Brechtel
Deputy County Counsel I

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

Attachments: Exhibit A - Scope of Work and Cost Proposal



October 26, 2022

County of Plumas
Andrew Hammond, PE, PLS
Plumas County Public Works
1834 E Main Street
Quincy, CA 95971

ORIGINAL BY EMAIL:
AndrewHammond@countyofplumas.com

RE: RADIO HILL ROAD EASEMENT PROJECT

Dear Mr. Hammond,

We appreciate the opportunity to submit a quote to provide right of way services to the County of Plumas (County) for the Radio Hill Road Easement Project (Project). Bender Rosenthal Inc. (BRI) has completed numerous right of way projects requiring the acquisition of permanent easements, acquiring all necessary rights within the required timeframe. BRI is also familiar with the unique politics of the landowners and understand the demographics and issues surrounding appraising and acquiring rights in the project area.

Based on the mapping provided, this project will require the acquisition of six (6) access and utility easements along the Radio Hill Road alignment. Four (4) parcels will be impacted by this project, two (2) of which are under the same ownership. Additionally, there is a proposed access easement on APN 116-290-032, which is owned by the County and assumed to not require appraisal and acquisition services related to this project.

The specific parcel impacts requiring right of way services are as follows:

Owner	APN	Impact
Jennine & Christopher King	116-090-028	Easement #1 - 0.06 acres; Easement #2 - 0.87 acres; total 0.93 acres
Plumas Rural Services, Inc	116-290-048	0.15 acres
Marco Antonio Cruz Ortiz	116-090-030	Easement #1 - 0.60 acres; Easement #2 - 0.30 acres; total 0.90 acres
	005-300-021	0.74 acres

The following outlines our scope, methodology and timeline for this project.

SCOPE OF WORK

TASK 1 - RIGHT OF WAY PROJECT MANAGEMENT

Rebekah Green will serve as the Project Manager and will oversee performance of the tasks involved in the delivery of the right of way. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the expectations with the County to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with right of way support activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.

Deliverables:

- Bi-weekly updates.
- Attend project meetings as required.

TASK 2 - RESTRICTED APPRAISAL REPORT

BRI will develop up to three (3) restricted appraisal reports of the estimated fair market value of the permanent easements. The Appraisals will be a narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

When an appraisal is communicated in a 'Restricted Appraisal' format, the appraiser's opinions and conclusions presented in the report may not be properly understood without additional information located within the appraiser's work file. Furthermore, it is understood that the client has intimate knowledge of facts regarding the subject property which are therefore not explicitly expressed in the report. A Restricted Report can offer a cost savings of generally around \$1,000 per appraisal report.

Deliverables:

- Up to three (3) electronic Appraisal Reports that meet all State and Federal Standards. Up to two (2) Printed and bound copies of each report will be provided upon request.

Assumptions:

- Notice of Decision to Appraise letters will be sent within five (5) days of Notice to Proceed.
- Appraisal Mapping, Plat Maps and Legal Descriptions for the properties to be appraised will be provided to BRI by others.
- All appraisals are awarded at the same time.
- There are no damages to the remainder.

TASK 3 - ACQUISITION SERVICES

Upon completion of the appraisals and establishment of Just Compensation, BRI will develop the contract and conveyance documents necessary to make the offers and acquire the necessary rights. The offer packages will be reviewed internally for quality measures. BRI will then convey documents until acceptance or impasse is reached. BRI will contact or attempt to contact each property owner at least six (6) times within the first sixty (60) days of approval to proceed and will make additional contacts by phone, e-mail or through the postal service. Finally, BRI will prepare a final file for each parcel, ensuring that they have been quality checked and meet State and Federal reporting requirements.

Deliverables:

- Acquisition of permanent rights from three (3) ownerships.
- Submit files on each negotiation, acquisition, and project settlement.

TASK 4 - ESCROW SERVICES

BRI will deliver documents and checks to escrow company, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for the completion of the project. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office if needed.

Deliverables:

- Facilitate Escrow support as outlined above for three (3) ownerships.

DELIVERY SCHEDULE

BRI proposes to deliver the restricted appraisals within six (6) to eight (8) weeks of notice to proceed and receipt of all pertinent mapping, and the right of way will be acquired within sixty (60) days of notice to proceed and completion of the appraisals and appraisal reviews.

ADDITIONAL SERVICES

If additional services are required beyond the tasks captured in the scope of work, (post appraisal meetings, consultations, etc.) our standard hourly rates will apply. These tasks will not commence prior to written authorization.

Our standard rates for 2022 are attached hereto.

FEE PROPOSAL

The fee for the Radio Hill Road Easement Project is **\$29,365**.

Owner	APN	Restricted Appraisal	Acquisition	Escrow	Subtotals
Jennine & Christopher King	116-090-028	\$3,500	\$3,000	\$1,200	\$7,700
Plumas Rural Services, Inc	116-290-048	\$4,500	\$3,000	\$1,200	\$8,700
Marco Antonio Cruz Ortiz	116-090-030	\$4,500	\$3,000	\$1,200	\$8,700
	005-300-021				
SUBTOTALS		\$12,500	\$9,000	\$3,600	\$25,100
Project Management					\$3,765
Other Direct Costs (Mileage/ Postage)					\$500
TOTAL FEE					\$29,365

Should you have any questions regarding this scope and fee, please reach out to Project Manager Rebekah Green at r.green@benderrosenthal.com or at (916) 978.4900, Ext. 2065.

We look forward to working with you on this project.

Sincerely,

BENDER ROSENTHAL, INC.


Renee Bauer
Chief Executive Officer

2022 BILLING RATES

Principal Project Manager	\$225/hr.
Senior Project Manager II	\$220/hr.
Senior Project Manager	\$190/hr.
Project Manager	\$180/hr.
Assistant Project Manager	\$140/hr.
Senior Quality Control Auditor	\$150/hr.
Senior Project Controller	\$160/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$200/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$170/hr.*
Appraiser III	\$150/hr.
Appraiser II	\$130/hr.
Appraiser I	\$110/hr.
Senior Right of Way Specialist	\$170/hr.
Senior Acquisition Agent	\$140/hr.
Acquisition Agent	\$110/hr.
Senior Relocation Agent	\$135/hr.
Relocation Agent	\$105/hr.
Senior Project Coordinator	\$135/hr.
Project Coordinator	\$100/hr.
Senior Land Agent	\$115/hr.
Land Agent II	\$100/hr.
Land Agent I	\$ 85/hr.
Administrative Support III	\$ 85/hr.
Researchers	\$ 90/hr.
Administrative Support II	\$ 70/hr.
Administrative Support I	\$ 50/hr.

***NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.**



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: Approve and authorize the Chair to sign Amendment No. 3 to the Agreement between Plumas County Public Works and Bender Rosenthal Inc. to modify Article X, section G on Subcontracting; approved as to form by County Counsel.

Recommendation

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute Amendment No. 3 to the Service Agreement with Bender Rosenthal, Inc, to modify Article X, section G Subcontracting to no retainage being held per Method 1 and delete method 2 and 3 from the agreement.

Background and Discussion

Professional Services Agreement for On-Call Right of Way Engineering and Acquisitions Services for Transportation Improvement Project with BRI was approved October 4, 2022. Article X section G dealing with Prompt Payment of Withheld Funds to Subconsultants lists three different methods. This is a standard CalTrans Agreement and method 2 and 3 should have been deleted but were inadvertently left in the text. Amendment No. 3 clarifies that Method 1 is to be used and method 2 and 3 are to be deleted.

Amendment No. 3 to Professional Services Agreement has been reviewed and approved as to form by County Counsel.

Action:

Approval to execute Amendment No. 3 to the Service Agreement with Bender Rosenthal Inc to modify Article X, section G on Subcontracting.

-

Attachments:

1. 22-630 for Execution Amendment 3

AMENDMENT NO. 3
to the
PROFESSIONAL SERVICES AGREEMENT

**Right-of-Way Engineering Acquisition Services for
Transportation Improvement Projects in
Plumas County, California**

The September 23, 2022 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and BENDER ROSENTHAL INC. ("Consultant"), is hereby amended as follows:

ARTICLE X SUBCONTRACTING

G. Prompt Payment of Withheld Funds to Subconsultants

1. This contract shall comply with Department's DBE policy for no retainage of funds on subconsultant contracts as stated under Method 1.
2. **Method 1:** No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

Method 2. and Method 3. under Article X. Section G are deleted.

Other Contract Provisions.

All other contract provisions set forth in the September 23, 2022 Professional Services Agreement first referenced above remain unchanged.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

COUNTY OF PLUMAS
A political subdivision of the State of California

Date: _____

Kevin Goss, Chair, Board of Supervisors

ATTEST:

Date: _____

Heidi White, Clerk of the Board of Supervisors

CONSULTANT
BENDER ROSENTHAL INC.



Signature

Renee Baur, CEO

Date: 11/16/2022

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507 Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/16/2022


Consultants Initials

2

County Initials



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: **Approve and authorize the Chair to sign the Agreements between Plumas County Public Works and the following contractors:** Pavement Coatings Company, Inc., J.W. Bamford, Inc., Wilburn Construction, Inc. and Dig It Construction, Inc. **for the 2023 On-Call Snow Removal and Storm Damage Assistance Maintenance;** not to exceed amount of \$100,000 per each agreement; approved as to form by County Counsel.

Recommendation

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute On-call Maintenance Agreements for Pavement Coatings Company, Inc., J.W. Bamford, Inc., Wilburn Construction, Inc. and Dig It Construction, Inc. with each Agreement's compensation not to exceed \$100,000.

Background and Discussion

Public Works advertised October 20, 2022 for sealed bids related to 2023 On-Call Snow Removal and Storm Damage Assistance. The purpose of this request for bids is for Public Works to have options in the event of heavy prolonged snow where understaffed road crews have maxed out on DOT time. The on-call contractors would mobilize upon Public Works request between storms to remove snow primarily during daytime hours.

These on-call contractors would also be potentially utilized for storm damage cleanup operations.

Four bids were received on November 16, 2022 bid opening with hourly rates for motor grader, front end loader, 3-axle dump truck and transport vehicle including operator for the five of the six districts. The LaPorte Maintenance District was determined to not utilize an on-call agreements. Pavement Coating, Inc. bid included all 5 districts, but does not include a motor grader. J.W. Bamford, Inc. included bid rates for all five districts. Wilburn Construction, Inc. included bid rates for Quincy District only. Dig It Construction, Inc. included bid rates for Chester and Greenville District only. Each agreement has a maximum not to exceed amount of \$100,000, but there is no guarantee of any work unless Public Works determines there is a need for contracted snow removal or storm damage assistance.

Four Maintenance Agreements have been reviewed and approved as to form by County Counsel.

Action:

Approval to execute 2023 On-Call Snow Removal and Storm Damage Assistance Maintenance Agreements

Attachments:

1. JW Bamford Contract
2. Wilburn Construction Contract
3. Pavement Coatings Contract
4. Dig-It Construction Contract

Maintenance Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works department (hereinafter referred to as "County"), and J.W. Bamford, Inc., a California corporation (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 A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Thousand Dollars and No/100 (\$100,000) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30, 2023, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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.

23. 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. 1066012.
24. 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.
25. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Department of Public works
1834 East Main Street
Quincy, CA 95971
(530) 283-6268
Attention: Joe Blackwell, Deputy Director

Contractor:

J.W. Bamford, Inc.
2015 Challenger Ave., Suite A
Oroville, CA 95965
(530) 533-3719

36. **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.
37. **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.
38. **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.
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. 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.
42. 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:

J.W. Bamford, Inc.,
a California corporation

By: _____
Name: Joel Bamford
Title: CEO

By: _____
Name: Nathan Bamford
Title: Secretary

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: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/23/2022

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A

Complete the following chart by typing or use pen and ink.

FY 2022/23 On-Call Snow Removal and Storm Damage Assistance Bid

Bid Item and Area where services are to be provided:	Equipment Year, Make and Model	Hourly Rate (\$XX.XX) For equipment with operator for January 1, 2023 through June 30, 2023
<u>Chester & Greenville Maintenance Districts 2 & 3</u> Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>	1994 Caterpillar 140G 2021 Caterpillar 140M	\$273.24 \$323.24
<u>Chester & Greenville Maintenance Districts 2 & 3</u> Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket <u>w/operator</u> .	1990 Caterpillar 950E 2011 Caterpillar 966K 2012 Caterpillar 966K	\$266.33 \$266.33 \$266.33
<u>Chester & Greenville Maintenance Districts 2 & 3</u> 3-axle dump trucks with tire chains as necessary, <u>w/operator</u>	2019 Peterbuilt 348 Dump Truck 2020 Kenworth T370 Dump Truck 2019 Freightliner M2 Dump Truck	\$185.84 \$185.84 \$185.84
<u>Chester & Greenville Maintenance Districts 2 & 3</u> Transport vehicle (truck & trailer) for loaders and graders with tire chains as necessary, <u>w/operator</u>	2001 Kenworth T800 2015 Kenworth T800 2014 Kenworth T800	\$150.00 \$150.00 \$150.00
<u>Quincy Maintenance District 4</u> Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>	1994 Caterpillar 140G 2021 Caterpillar 140M	\$273.24 \$323.24
<u>Quincy Maintenance District 4</u> Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket <u>w/operator</u> .	1990 Caterpillar 950E 2011 Caterpillar 966K 2012 Caterpillar 966K	\$266.33 \$266.33 \$266.33
<u>Quincy Maintenance District 4</u> 3-axle dump trucks with tire chains as necessary, <u>w/operator</u>	2019 Peterbuilt 348 Dump Truck 2020 Kenworth T370 Dump Truck 2019 Freightliner M2 Dump Truck	\$185.84 \$185.84 \$185.84
<u>Quincy Maintenance District 4</u> Transport vehicle (truck & trailer) for loaders and graders, with tire chains as necessary, <u>w/operator</u>	2016 Kenworth T800 2013 Peterbuilt 388 2020 Peterbuilt 389	\$150.00 \$150.00 \$150.00

J.W. Benford, Inc.

<u>Beckwourth & Graeagle Maintenance Districts 1 & 5</u> Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 w/operator	1994 Caterpillar 140G 2021 Caterpillar 140M	\$273.24 \$323.24
<u>Beckwourth & Graeagle Maintenance Districts 1 & 5</u> Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket w/operator.	1990 Caterpillar 950E 2011 Caterpillar 966K 2012 Caterpillar 966K	\$266.33 \$266.33 \$266.33
<u>Beckwourth & Graeagle Maintenance Districts 1 & 5</u> 3-axle dump trucks with tire chains as necessary, w/operator	2019 Peterbuilt 348 Dump Truck 2020 Kenworth T370 Dump Truck 2019 Freightliner M2 Dump Truck	\$185.84 \$185.84 \$185.84
<u>Beckwourth & Graeagle Maintenance Districts 1 & 5</u> Transport vehicle (truck & trailer) for loaders and graders, with tire chains as necessary, w/operator	2016 Kenworth T800 2020 Peterbuilt 389 2015 Kenworth T800	\$150.00 \$150.00 \$150.00

Maintenance Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works department (hereinafter referred to as "County"), and Wilburn Construction, Inc., a California corporation (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 A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Thousand Dollars and No/100 (\$100,000) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30, 2023, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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.

23. 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 & B contractor, issued by the State of California, No. 760263.
24. 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.
25. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Department of Public works
1834 East Main Street
Quincy, CA 95971
(530) 283-6268
Attention: Joe Blackwell, Deputy Director

Contractor:

Wilburn Construction, Inc.
PO Box 3908
Quincy, CA 95971
(530) 283-7420

36. **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.
37. **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.
38. **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.
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. 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.
42. 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:

Wilburn Construction, Inc.,
a California corporation

COUNTY:

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

By: _____
Name: Brent Dingel
Title: President

By: _____
Name: Timothy Mannies
Title: Secretary

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

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/23/2022

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Complete the following chart by typing or use pen and ink.

FY 2022/23 On-Call Snow Removal and Storm Damage Assistance Bid

Bid Item and Area where services are to be provided:	Equipment Year, Make and Model	Hourly Rate (\$XX.XX) For equipment with operator for January 1, 2023 through June 30, 2023
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u>		
Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>		
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u>		
Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket w/operator.		
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u>		
3-axle dump trucks with tire chains as necessary, w/operator		
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u>		
Transport vehicle (truck & trailer) for loaders and graders with tire chains as necessary, w/operator		
<u>Quincy Maintenance District 4</u>	1987 140G Caterpillar Grader	\$275
Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>		\$325 - Overtime after 8 hours
<u>Quincy Maintenance District 4</u>	2001 950G Caterpillar Loader	\$250
Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket w/operator.		\$300 - Overtime after 8 hours
<u>Quincy Maintenance District 4</u>	2014 Kenwourth , T800	\$200.00
3-axle dump trucks with tire chains as necessary, w/operator		\$250.00 - Overtime after 8 hours
<u>Quincy Maintenance District 4</u>	2015 Peterbuilt	\$225.00
Transport vehicle (truck & trailer) for loaders and graders, with tire chains as necessary, w/operator	389, with lowbed trailer	\$275.00 Overtime after 8 hours

Wilburn Const.

<u>Beckwourth & Graeagle Maintenance Districts 1 & 5</u>		
Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>		
<u>Beckwourth & Graeagle Maintenance Districts 1 & 5</u>		
Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket <u>w/operator</u> .		
<u>Beckwourth & Graeagle Maintenance Districts 1 & 5</u>		
3-axle dump trucks with tire chains as necessary, <u>w/operator</u>		
<u>Beckwourth & Graeagle Maintenance Districts 1 & 5</u>		
Transport vehicle (truck & trailer) for loaders and graders, with tire chains as necessary, <u>w/operator</u>		

Maintenance Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works department (hereinafter referred to as "County"), and Pavement Coatings Company, a California corporation (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 A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Thousand Dollars and No/100 (\$100,000) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30, 2023, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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.

23. 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 & C32 contractor, issued by the State of California, No. 303609.
24. 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.
25. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Department of Public works
1834 East Main Street
Quincy, CA 95971
(530) 283-6268
Attention: Joe Blackwell, Deputy Director

Contractor:

Pavement Coatings Co.
2150 Bell Ave., Suite 125
Sacramento, CA 95838
(916) 642-1751

36. **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.
37. **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.
38. **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.
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. 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.
42. 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:

Pavement Coating Co.,
a California corporation

By: _____
Name: Douglas Ford
Title: President

By: _____
Name: Thomas Mucenski
Title: Secretary

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: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/23/2022

_____ COUNTY INITIALS

10

CONTRACTOR INITIALS _____

EXHIBIT A

Complete the following chart by typing or use pen and ink.

FY 2022/23 On-Call Snow Removal and Storm Damage Assistance Bid

Bid Item and Area where services are to be provided:	Equipment Year, Make and Model	Hourly Rate (\$XX.XX) For equipment with operator for January 1, 2023 through June 30, 2023
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u> Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>		
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u> Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket w/operator.	<u>2010 CAT 928HZ Wheel Loader</u> <u>2014 Volvo L60G Wheel Loader</u> <u>2014 CAT 930K Wheel Loader</u>	\$290.00 \$290.00 \$290.00
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u> 3-axle dump trucks with tire chains as necessary, w/operator	<u>2011 Freightliner Bobtail Dump Truck</u>	\$ 225.00
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u> Transport vehicle (truck & trailer) for loaders and graders with tire chains as necessary, w/operator	<u>2012 Freightliner Cascadia 125/</u> <u>2008 Pitts 35-Ton, 8 Wheel Lowbed</u> <u>2012 Freightliner Cascadia 125/</u> <u>2016 Haulass 45' Lowboy w/Ramps</u>	\$225.00 \$225.00
<u>Quincy Maintenance District 4</u> Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>		
<u>Quincy Maintenance District 4</u> Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket w/operator.	<u>2010 CAT 928HZ Wheel Loader</u> <u>2014 Volvo L60G Wheel Loader</u> <u>2014 CAT 930K Wheel Loader</u>	\$290.00 \$290.00 \$290.00
<u>Quincy Maintenance District 4</u> 3-axle dump trucks with tire chains as necessary, w/operator	<u>2011 Freightliner Bobtail Dump Truck</u>	\$225.00
<u>Quincy Maintenance District 4</u> Transport vehicle (truck & trailer) for loaders and graders, with tire chains as necessary, w/operator	<u>2012 Freightliner Cascadia 125/</u> <u>2008 Pitts 35-Ton, 8 Wheel Lowbed</u> <u>2012 Freightliner Cascadia 125/</u> <u>2016 Haulass 45' Lowboy w/Ramps</u>	\$225.00 \$225.00

Beckwourth & Graeagle Maintenance Districts 1 & 5		
Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>		
Beckwourth & Graeagle Maintenance Districts 1 & 5		
Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket w/operator.	2010 CAT 928HZ Wheel Loader 2014 Volvo L60G Wheel Loader 2014 CAT 930K Wheel Loader	\$290.00 \$290.00 \$290.00
Beckwourth & Graeagle Maintenance Districts 1 & 5		
3-axle dump trucks with tire chains as necessary, w/operator	2011 Freightliner Bobtail Dump Truck	\$225.00
Beckwourth & Graeagle Maintenance Districts 1 & 5		
Transport vehicle (truck & trailer) for loaders and graders, with tire chains as necessary, w/operator	2012 Freightliner Cascadia 125/ 2008 Pitts 35-Ton, 8 Wheel Lowbed 2012 Freightliner Cascadia 125/ 2016 Haulass 45' Lowboy w/Ramps	\$225.00 \$225.00

Pavement Coatings Co.
2150 Bell Ave., Suite 125
Sacramento, CA 95838
916.642.1751
Contractor's License: 303609 A, C32 09/30/2024

Maintenance Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works department (hereinafter referred to as "County"), and Dig It Construction, Inc., a California corporation (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 A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Thousand Dollars and No/100 (\$100,000) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30, 2023, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

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

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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.

23. 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.
24. 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.
25. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Department of Public works
1834 East Main Street
Quincy, CA 95971
(530) 283-6268
Attention: Joe Blackwell, Deputy Director

Contractor:

Dig It Construction, Inc.
PO Box 494
Chester, CA 96020
(530) 258-3306

36. **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.
37. **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.
38. **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.
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. 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.
42. 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

COUNTY:

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

By: _____

Name: Caleb Holland

Title: Chief Executive Officer & Secretary

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Heidi White

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/23/2022

_____ COUNTY INITIALS

10

CONTRACTOR INITIALS _____

EXHIBIT A

Complete the following chart by typing or use pen and ink.

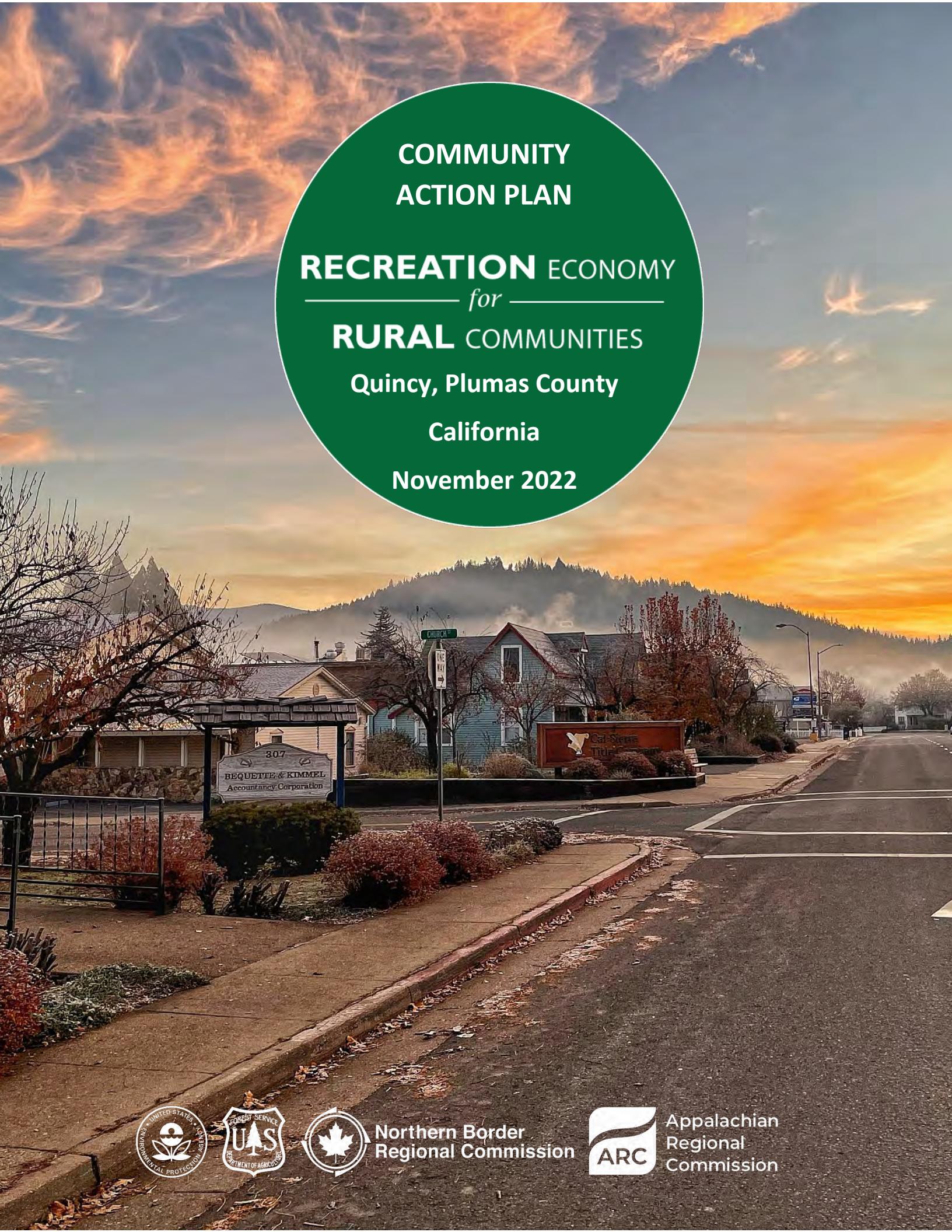
FY 2022/23 On-Call Snow Removal and Storm Damage Assistance Bid

Bid Item and Area where services are to be provided:	Equipment Year, Make and Model	Hourly Rate (\$XX.XX) For equipment with operator for January 1, 2023 through June 30, 2023
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u> Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>	<u>772 G John Deere all wheel Dr 2013</u> <u>772 CTI John Deere all wheel Dr 2005</u> <u>916b F CAT Loader 6 way blade 2008</u>	<u>\$ 245.00</u> <u>\$ 245.00</u> <u>\$ 220.00</u>
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u> Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket w/operator.	<u>966 CAT F Loader 5 yard 2008</u> <u>852 Kawasaki 5 yard 2010</u> <u>852 Kawasaki 5 yard 2008</u> <u>852 Kawasaki 5 yard 2007</u>	<u>\$ 220.00</u> <u>\$ 220.00</u> <u>\$ 220.00</u> <u>\$ 220.00</u>
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u> 3-axle dump trucks with tire chains as necessary, w/operator	<u>2015 Peterbilt 10 Wheeler</u> <u>2015 Peterbilt 10 Wheeler</u> <u>2017 Peterbilt Endump X 5</u>	<u>\$ 180.00</u> <u>\$ 180.00</u> <u>\$ 185.00</u>
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u> Transport vehicle (truck & trailer) for loaders and graders with tire chains as necessary, w/operator	<u>2017 Peterbilt Lowbed</u> <u>2017 Peterbilt Lowbed</u> <u>2015 Peterbilt dropdeck X2</u> <u>2021 Peterbilt dropdeck</u>	<u>\$ 190.00</u> <u>\$ 190.00</u> <u>\$ 190.00</u> <u>\$ 190.00</u>
<u>Quincy Maintenance District 4</u> Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>		
<u>Quincy Maintenance District 4</u> Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket w/operator.		
<u>Quincy Maintenance District 4</u> 3-axle dump trucks with tire chains as necessary, w/operator		
<u>Quincy Maintenance District 4</u> Transport vehicle (truck & trailer) for loaders and graders, with tire chains as necessary, w/operator		

Complete the following chart by typing or use pen and ink.

FY 2022/23 On-Call Snow Removal and Storm Damage Assistance Bid

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Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket w/operator.		
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u>		
3-axle dump trucks with tire chains as necessary, w/operator		
<u>Chester & Greenville</u> <u>Maintenance Districts 2 & 3</u>		
Transport vehicle (truck & trailer) for loaders and graders with tire chains as necessary, w/operator		
<u>Quincy Maintenance District 4</u>		
Motor grader with tire chains, as necessary, equivalent to Caterpillar 140 <u>w/operator</u>		
<u>Quincy Maintenance District 4</u>		
Front end loader with tire chains, as necessary, equivalent to Caterpillar 950 with 3-4 cy bucket w/operator.		
<u>Quincy Maintenance District 4</u>		
3-axle dump trucks with tire chains as necessary, w/operator		
<u>Quincy Maintenance District 4</u>		
Transport vehicle (truck & trailer) for loaders and graders, with tire chains as necessary, w/operator		



COMMUNITY
ACTION PLAN

RECREATION ECONOMY
for
RURAL COMMUNITIES

Quincy, Plumas County
California

November 2022



Northern Border
Regional Commission



Appalachian
Regional
Commission



PROJECT **CONTACTS**

For more information about the Recreation Economy for Rural Communities program, please visit:

<https://www.epa.gov/smartgrowth/recreation-economy-rural-communities>

U.S. EPA Project Contact:

Stephanie Bertaina

Office of Community Revitalization

U.S. Environmental Protection Agency

1200 Pennsylvania Ave. NW (MC 1807T)

Washington, DC 20460

202-566-0157

Bertaina.Stephanie@epa.gov

Local Project Contact:

Nova Collinson

Sierra Buttes Trail Stewardship

550 Crescent Street

Quincy, CA 95971

408-636-6754

nova@sierratrails.org

Cover photo credit: Mark Kidder

INDIGENOUS PEOPLES LAND ACKNOWLEDGEMENT

Land acknowledgements are a formal way to give public recognition to indigenous peoples who have been dispossessed and displaced from their ancestral tribal homelands and territories due to a variety of colonial and historical reasons. These statements are meant to be an educational pathway for learning and the first step towards building a more inclusive future to help ensure the voices, lives, and history of indigenous peoples are not erased.

We acknowledge the land occupied today in Plumas County, Town of Quincy, as the traditional homeland of the Mountain Maidu people. The Mountain Maidu have been the stewards of this land since time immemorial. Despite centuries of genocide and occupation, the Mountain Maidu continue as vibrant and resilient people with a special understanding and attachment to the land. We take this opportunity to acknowledge the generations that have gone before as well as the present-day Mountain Maidu people.

PLAN CONTEXT

Quincy was one of 25 towns across the nation selected to receive planning assistance through the second round of the Recreation Economy for Rural Communities program. Sponsored by the U.S. Environmental Protection Agency (EPA), the USDA Forest Service, the Northern Border Regional Commission (NBRC), and the Appalachian Regional Commission (ARC), the program is helping communities develop action plans to strengthen their outdoor recreation sectors and revitalize their downtowns.

Local leaders from Quincy requested planning assistance to address the economic challenges the region faces and leverage its unmatched natural amenities to support renewed community vitality. Historically dependent on extractive industries that have declined, the economy in Plumas County has not recovered and it is now among California's poorest counties. With limited job opportunities, the county is losing young people and families, and the population is shrinking. This trend, combined with low tourist traffic, mean local businesses are struggling.

At the same time, Quincy and Plumas County are surrounded by a bounty of natural resources. With 65 percent of the county covered by National Forest land, there is vast potential for outdoor recreation—and for the economic development that can come with it. The area's reputation for world-class mountain biking is already spreading, and an extensive regional network of multi-use trails is in the works. Recovery from the devastating 2021 wildfires is underway and funding is becoming available to support the area.

Sierra Buttes Trail Stewardship and a coalition of partners applied to the Recreation Economy for Rural Communities (RERC) program in order to seize these opportunities and create a thriving working landscape that supports local livelihoods, quality of life, and recreational opportunities for all in Quincy and Plumas County. The community is seeking to provide equitable access to outdoor recreation, strengthen collaboration with Tribal partners, increase the vibrancy of downtown Quincy, grow small businesses and jobs, and meet workforce housing and lodging needs.



Downtown Quincy against the backdrop of the Sierra Nevada Mountains (Credit: Mark Kidder)

LOCAL STEERING COMMITTEE

Megan Mansfield, Sierra Buttes Trail Stewardship

Nova Collinson, Sierra Buttes Trail Stewardship

Trinity Stirling, Sierra Buttes Trail Stewardship

Greg Williams, Sierra Buttes Trail Stewardship

Tracey Ferguson, Plumas County Planning Department

Rob Gott, Gott Powersports

Matthew Kitchens, The Toy Store

Karen Kleven, Feather River Tourism Association

Cheryl Kolb, Quincy Chamber of Commerce

John Kolb, Plumas Corporation

Nick Maffei, Feather River College

Kara Rockett-Arsenault, Plumas Arts

Key point: With thoughtful planning and coordinated action, outdoor recreation can be a strong part of a diversified Plumas County economy and support continued high quality of life for residents.

Over the course of a year, a Local Steering Committee worked with a Planning Assistance Team made up of planning consultants and federal and state agency partners to assess opportunities and challenges, set goals to strengthen Plumas County's recreation economy and invigorate Quincy's downtown, convene a public workshop on June 8-9, 2022, and create this Community Action Plan. The plan was developed through a grassroots collaborative process starting at the workshop and continuing in follow-up meetings focused on refining it and identifying implementation resources.

The plan documents the workshop process and community feedback and includes a set of specific actions—complete with initial steps and timeframes, lead and support roles, and measures of success—to guide recreation economy development in Quincy and Plumas County over the next two to three years.

PLANNING ASSISTANCE TEAM

Stephanie Bertaina, U.S. EPA Office of Community Revitalization

Christopher Mishima, U.S. EPA Region 9

Scott Stollman, U.S. EPA Region 9

Erika Brenzovich, Plumas National Forest, USDA Forest Service

Chris Carlton, Plumas National Forest, USDA Forest Service

Jeff Dupras, Plumas National Forest, USDA Forest Service

Emily Moghaddas, Plumas National Forest, USDA Forest Service

Daniel Goldeen, USDA Forest Service

Garrett Villanueva, USDA Forest Service Regional Office

Tan Hoang, FEMA Region 9

Tom O'Sullivan, FEMA Region 9

Carrie Ellinwood, U.S. Small Business Administration

Heather Luzzi, U.S. Small Business Administration

Malinda Matson, U.S. Economic Development Administration

Frances Sakaguchi, U.S. Economic Development Administration

Tim O'Connell, USDA Rural Development

Carol Pranka, California State Office, USDA Rural Development

Nicole Roldan, USDA Rural Development

Barbara Rice, Rivers, Trails, and Conservation Assistance Program, National Park Service

Kristin Van Fleet, Rivers, Trails, and Conservation Assistance Program, National Park Service

Laurel Harkness, State of California Governor's Office of Business and Economic Development

Kristy Hoffman, Sierra Nevada Conservancy

Megan McConville, EPR, PC (Facilitator)

Amanda Poncy, EPR, PC (Facilitator)

Gerry James, The Explore Kentucky Initiative and Together Outdoors Coalition (Facilitator)

THE OPPORTUNITY

Surrounded by rich and beautiful National Forest land, Quincy and Plumas County attract outdoors enthusiasts of all kinds. Recreation assets such as Bucks Lake Wilderness, the Feather River (part of which is designated as a Wild and Scenic River), Lake Almanor, Plumas Eureka State Park and Ski Hill, the Pacific Crest Trail, and a wealth of multi-use trails in the Plumas and Lassen National Forests draw mountain bikers, hikers, ATV riders, boaters and paddlers, hunters and anglers, skiers, snowmobilers, and other recreationists from the local community and beyond.

Quincy itself has a charming, walkable downtown with an interesting local business and cultural scene. The town contains a number of locally owned shops, restaurants, and community institutions, as well as a museum, park, paved bike and walking trail, and other trails and scenic roads accessible from downtown. Additionally, an impressive number of nonprofit partners are active in outdoor recreation, conservation and stewardship, fire recovery and resilience, and community development in and around Quincy. Along with East Quincy, which is also home to important local assets, the area has the potential to serve as a hub for outdoor recreation and jobs in the region.

In recent years, community partners have taken steps to expand recreational amenities, and it has become clear that outdoor recreation could become a larger contributor to the region's economy. For example, Sierra Buttes Trail Stewardship is working with the USDA Forest Service, the Sierra Nevada Conservancy, and others to develop and implement a Trails Master Plan that will create a regional network of world-class multi-use trails connecting communities and Main Streets to one another across Nevada, Plumas, Sierra, and Lassen Counties. Feather River College is home to a renowned Outdoor Recreation Leadership Program that trains



Mill Creek Trail in Bucks Lake Wilderness (Credit: Cheryl Kolb)



Main Street Quincy (Credit: Karen Kleven)



Keddie Cascade Trail in the Plumas National Forest (Credit: Michael Beatley)

students from around the area and the world for careers in public land management, teaching and guiding, recreation entrepreneurship, and more. Feather River Land Trust is in the process of preserving and restoring unique wetlands, meadows, and forests and connecting people to these special places. The Mountain Maidu Summit Consortium is protecting and restoring the homelands of the Mountain Maidu people and ensuring access to these lands for current and future Maidu generations. These are just a few of the efforts underway that this plan builds upon.

Key point: Plumas County has the ingredients it needs for outdoor recreation to be a driver of economic growth, livelihood opportunities, quality of life, and thriving residents.

The Local Steering Committee and community decided to focus their action planning on equitable access to recreation, Tribal collaboration, downtown Quincy revitalization and connectivity, business and economic development, and housing. The goals they developed and approved, shown in the text box to the right, guided the workshop and this Community Action Plan. With these goals, the community seeks to re-create a thriving working landscape and vibrant downtown that provide jobs and housing for working families and plentiful recreation opportunities for residents and visitors.

WORKSHOP GOALS

Goal 1 - Recreation: Support recreation infrastructure needs in Quincy and ensure collaboration around future development projects.

Goal 2 - Tribal Collaboration: Collaborate with Tribal partners to uplift Indigenous perspectives and culture.

Goal 3 - Downtown Quincy Revitalization and Connectivity: Increase the vibrancy of downtown Quincy and enhance its connectivity to a diversity of year-round recreational opportunities.

Goal 4 - Business and Economic Development: Enable residents to build livelihoods and wealth through small business development, entrepreneurship, and the creation of high-quality jobs in the outdoor recreation and related sectors.

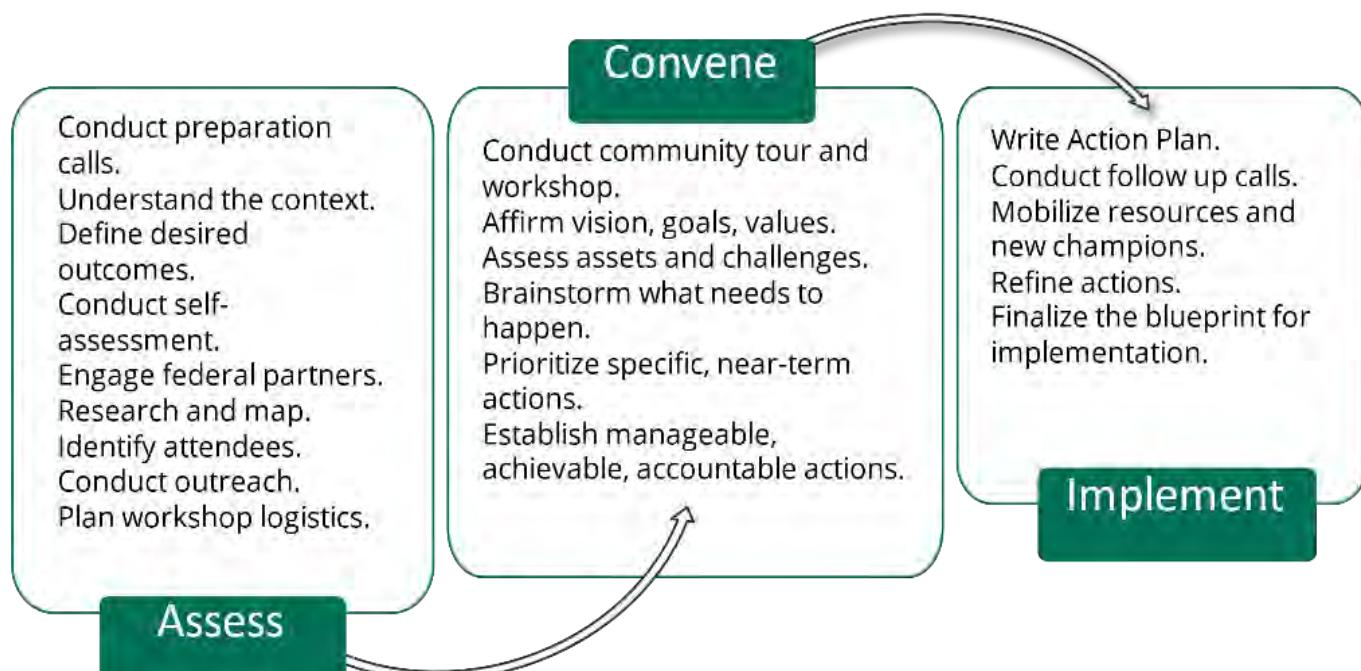
Goal 5 - Workforce Housing and Lodging: Increase for-sale and rental workforce housing and provide destination lodging opportunities to accommodate residents and visitors who want to recreate, prosper, and live in the Quincy area.

PLANNING PROCESS

The RERC planning assistance process consists of three phases, illustrated in the diagram below: assess, convene and implement. The “assess” phase includes three conference calls with the Local Steering Committee and Planning Assistance Team to gain a baseline understanding of Quincy and Plumas County, clarify local goals, and arrange workshop logistics. The “convene” phase is focused on the capstone event—a two-day public workshop. The “implement” phase entails three follow-up conference calls to finalize the Community Action Plan and strategize on how to maintain the momentum generated at the workshop and implement the plan. Quincy’s workshop program and activities are described briefly below. The RERC participant contact list is provided in **Appendix A**, workshop exercise results are detailed in **Appendix B**, funding and technical assistance resources in **Appendix C**, and general recreation- and downtown-related references in **Appendix D**.



The opening community meeting of the workshop at the West End Theater in Downtown Quincy on June 8, 2022. (Credit: Gerry James)



THE WORKSHOP

The on-site portion of the RERC process began with an extensive community tour organized by the Local Steering Committee. The Planning Assistance Team visited destinations and met with local leaders throughout Quincy. Stops included Feather River College, the Plumas County Fire Safe Council, Feather River Resource Conservation District, Feather River Foods Co-Op, The Toy Store, and various other sites and organizations in and around downtown.

Over 80 enthusiastic Plumas County residents and federal and state partners attended each of the two days of the workshop. The opening community meeting was held on June 8, 2022, at the West End Theater in Downtown Quincy. Megan Mansfield, Local Steering Committee lead for the RERC project and Stewardship Programs Coordinator for Sierra Buttes Trail Stewardship, welcomed attendees and emphasized the importance of working together and supporting each other for Quincy's success as a strong and interconnected community.

After participant introductions, the Planning Assistance Team gave an overview of the RERC program, highlighted the opportunities presented by the growing outdoor recreation economy both nationally and locally, shared some of their own reflections from the community's pre-workshop self-assessment as well as the community tour, and presented the draft workshop goals.

The Planning Assistance Team discussed the need to ensure that the growth of outdoor recreation results in well-paying jobs. Equity was another theme, with facilitators highlighting that outdoor recreation has not historically been accessible, safe, and welcoming for all. Additionally, participants drew attention to the tension between attracting visitors and maintaining local quality

IDEAL COMMUNITY VISIONS

Downtown community access to outdoor resources

Community that promotes equity with accessibility

Does not require transportation to have access to recreation

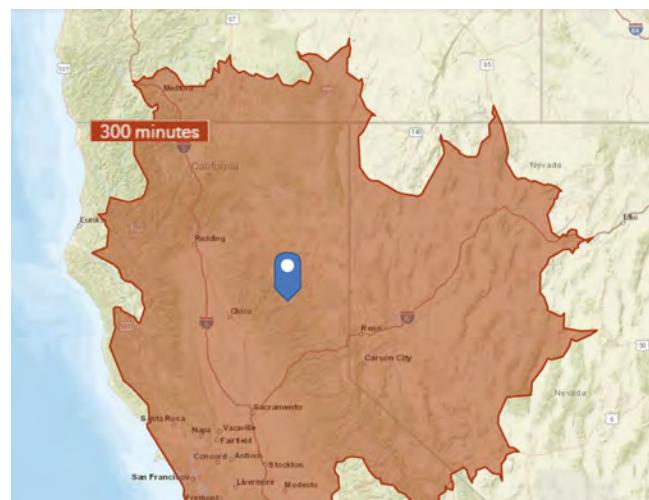
Diversity of businesses and shops that stay open on the weekend

Balance of visitor and residential needs

Secured housing for residents

Playful, bright, inclusive, supportive

In the community self-assessment, completed prior to the workshop, Steering Committee members described their ideal visions for their community.



Population: 13,730,797

Median HH income: \$86,679

Avg HH spending on entertainment/rec: \$1435

This graphic of the five-hour driveshed around Quincy was shown to workshop attendees to illustrate the large potential for recreation tourism and spending in the area.

of life and recreation amenities for residents. Addressing these issues requires proactive planning and partnerships.

Participants then heard presentations from several local organizations active in outdoor recreation and downtown revitalization in Quincy and Plumas County. Trinity Stirling, from Sierra Buttes Trail Stewardship, discussed the Connected Communities and American Valley projects; Karen Kleven previewed the Feather River Tourism Association's new Discover Plumas website; and Jim Graham and Tracey Ferguson highlighted several proposed projects from the Plumas County Planning and Public Works Departments.

Finally, attendees got some inspiration from another RERC community, hearing virtually from Ray Brown, Executive Director of Sanders County Community Development and lead point of contact for the RERC project in Thompson Falls, Montana. Ray shared some of his community's work and accomplishments since their workshop, stressing that implementation doesn't need to be perfect, and stakeholders should pick a quick win project and get started. Ray's survey of high school students using Mentimeter particularly resonated with listeners.

Key point: Local stakeholders in Quincy and Plumas County are ready to act and eager for results.

The energy continued on Day 2 of the workshop, which was held at the Plumas Sierra County Fairgrounds in East Quincy. Day 2 was an interactive day of working together on small group exercises, asset mapping, and brainstorming and planning for actions to make the community's goals a reality.

The day kicked off with a recap of Day 1 and agreement on the workshop goals. The Planning Assistance Team then presented several case studies relevant to Quincy's interests, including the Mad River Valley Trails Collaborative out of Central Vermont, the West Louisville Outdoor Recreation Initiative and the Waterman Series of paddle sports events from Kentucky, and the Organ Mountains Desert Peaks National Monument marketing



Day 2 of the workshop at the Plumas Sierra County Fairgrounds in East Quincy on June 9, 2022. (Credit: Megan McConville)



Day 2 focused on small group work to begin developing the action plan. (Credit: Megan McConville)

toolkit for local businesses developed by the Las Cruces Green Chamber of Commerce in New Mexico.

Day 2 also featured additional community presentations, with Trinity Stirling providing an overview of current Friends of Plumas Wilderness projects; Rob Gott offering information on his business, Gott Powersports; and Forest Supervisor Chris Carlton sharing updates from the Plumas National Forest.

The remainder of Day 2 was spent on small group exercises and action planning, described below.

VISIONS AND VALUES

This Community Action Plan is rooted in the visions and values of Quincy and Plumas County residents and other stakeholders. Workshop participants engaged in several exercises to develop and distill those aspirations. The full results of the exercises are available in Appendix B.

On Day 1, during introductions, each workshop attendee shared one word about Quincy or Plumas County. Participants also volunteered answers to the question, “What does outdoor recreation look like to you?” These responses are displayed in word clouds in Appendix B. In addition, attendees brainstormed their community’s biggest assets and challenges.



Workshop participants’ responses to the question, “What does outdoor recreation look like to you?” Responses mentioned more frequently are in larger text.



Partners in Vermont’s Mad River Valley worked together over more than a decade to inventory trails, create maps and online resources, hold annual trail summits, build unified trail kiosks, steward sites with increased usage, and more. (Credit: MRVPD)

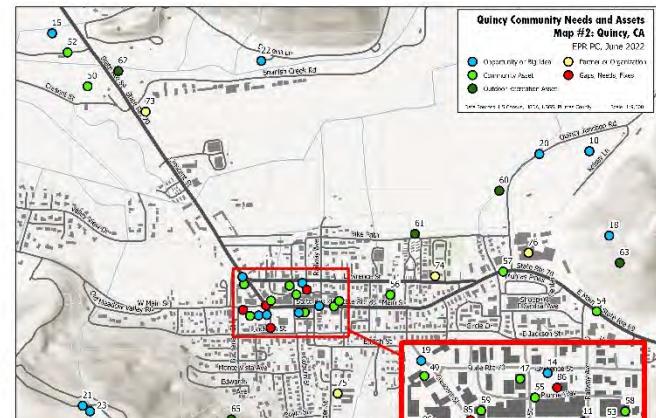
On Day 2, workshop participants engaged in a small group mapping exercise to uncover opportunities and ideas related to outdoor recreation and downtown revitalization in and around Quincy. Groups marked up maps of Quincy, East Quincy, and Plumas County with outdoor recreation assets; community assets; supportive partners or organizations; opportunities or big ideas; and gaps, needs, or modifications they'd like to see.

Attendees also worked in small groups to map the recreation economy value chain in Quincy and Plumas County. The value chain shows the full range of economic opportunities tied to outdoor recreation and helped participants brainstorm what exists locally—and what doesn't—highlighting where the recreation economy is strong and where there is potential for further growth and job creation. Participants identified organizations and businesses corresponding to these elements of the value chain: destination and activities, goods and services, outfitters and guides, rental, retail, wholesale, and small-scale manufacturing.

Key point: Balancing the needs of residents and visitors, addressing the housing crisis, providing public restrooms, providing a visitor center or information hub, and increasing capacity and collaboration emerged as important priorities.

ACTION PLANNING

The action planning process during the workshop consisted of a few phases of work. First, participants reflected on their own, using post-it notes to brainstorm specific actions that would advance one or more of the identified goals. They were instructed to begin each action with a verb, be as specific as possible, think in the near- to medium-term (within 2 years), and consider actions they could help to implement. Attendees then placed their post-it notes onto posters for each goal, and the Planning Assistance Team grouped and consolidated alike or similar actions. Once this organization was complete, each participant was given ten dot stickers and asked to vote on the highest-priority actions. The



Snapshot of one of the maps marked up by workshop participants; the full maps and legend can be found in Appendix B.



Participants did a value chain exercise to brainstorm existing businesses, initiatives, and resources for each element of the value chain and to identify gaps and opportunities for economic growth. The results of this exercise can be found in Appendix B.

Planning Assistance Team tallied the votes and announced the totals.

Following this, participants broke into small groups to assess the voting results and flesh out the details of the top three to five actions for each goal, including initial next steps and deadlines, measures of success, lead and supporting roles, and potential needs and resources. This work began at the workshop and continued during follow-up Zoom calls with the planning assistance team and small group work sessions until every action included sufficient details for implementation.

Following are the full action tables as they stood at the end of the RERC planning assistance process in November 2022.



Workshop participants placing their action ideas onto goal posters (Credit: Gerry James)



Voting on high-priority actions (Credit: Megan McConville)



Small groups reporting out on their actions (Credit: Megan McConville)

COMMUNITY ACTION PLAN

Goal 1 – Recreation: Support recreation infrastructure needs in Quincy and ensure collaboration around future development projects.

- *Action 1.1 – Develop a community sign plan for recreation opportunities around Quincy and install kiosks.*
- *Action 1.2 – Ensure that current information about trail locations is available and consistent across multiple platforms.*
- *Action 1.3 – Convene conservation and recreation partners for an annual “report out.”*
- *Action 1.4 – Collaborate with Plumas County and USDA Forest Service to connect downtown to local/regional trail assets with bike lanes/paths and sidewalks.*
- *Action 1.5 – Convener a community collaborative to implement the action plan.*

Goal 2 – Tribal Collaboration: Collaborate with tribal partners to uplift Indigenous perspectives and culture.

- *Action 2.1 – Create a community-based work group that fosters meaningful relationships, culturally sensitive collaborations, and a container for listening sessions.*
- *Action 2.2 – Provide outreach to tribes to share and increase opportunities for careers in outdoor recreation, fire science, and ecology.*
- *Action 2.3 – Uplift and amplify efforts to immerse and celebrate culture.*

Goal 3 – Downtown Quincy Revitalization and Connectivity: Increase the vibrancy of downtown Quincy and enhance its connectivity to a diversity of year-round recreational opportunities.

- *Action 3.1 – Establish a visitor center with public restrooms.*
- *Action 3.2 – Hire a RERC Coordinator.*
- *Action 3.3 – Establish a perimeter for revitalization.*
- *Action 3.4 – Beautify Quincy’s business districts.*

Goal 4 – Business and Economic Development: Enable residents to build livelihoods and wealth through small business development, entrepreneurship, and the creation of high-quality jobs in the outdoor recreation and related sectors.

- *Action 4.1 – Form a business and economic development collaborative.*
- *Action 4.2 – Shape the Comprehensive Economic Development Strategy for Plumas County and the region.*
- *Action 4.3 – Create and promote packages of events, activities, and local business offerings.*
- *Action 4.4 – Audit online presence of businesses.*
- *Action 4.5 – Strengthen business development services in Plumas County.*

Goal 5 – Workforce Housing and Lodging: Increase for-sale and rental workforce housing and provide destination lodging opportunities to accommodate residents and visitors that want to recreate, prosper, and live in the Quincy area.

- *Action 5.1 – Address workforce housing issues and needs.*
- *Action 5.2 – Identify land available for workforce housing.*
- *Action 5.3 – Expand on the concept and use of pre-approved housing building plans to address workforce housing.*
- *Action 5.4 – Support the development of additional lodging including tent camping, recreational vehicle (RV), and mobile home park sites.*

Goal I - Recreation: Support recreation infrastructure needs in Quincy and ensure collaboration around future development projects.

Quincy is the county seat of Plumas County with a charming, walkable downtown that contains a number of locally owned shops, restaurants, and community institutions, as well as a museum, park, and paved bike and walking trail. It is surrounded by rich and beautiful National Forest land, with a wealth of trails and other recreational assets. Workshop participants identified the need to connect the downtown to the regional recreational assets with physical infrastructure and improved informational resources.

Action 1.1 – Develop a community sign plan for recreation opportunities around Quincy and install kiosks.

Specific action	<ul style="list-style-type: none"> Develop community sign plan and standards. Install kiosks at Dame Shirley, Pioneer Park, Feather River College (by The Perch), and Gansner Park (lower priority).
Why is this important? What is it?	<ul style="list-style-type: none"> Enables visitors and residents to know where to access recreational opportunities. Provides equitable access to information by reducing the need for map purchasing and navigating online access. Provides a central place for info when businesses are not open. It supports Plumas County General Plan Goal 5.2 to expand the tourism economy.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Design kiosk for signs. - Spring 2023 Design draft map with access points and amenities for review and approval by property owners. - Spring 2023 <ul style="list-style-type: none"> Consider multiple languages (English, Spanish) with QR code for translation to other languages. Incorporate Leave No Trace and tread lightly principles as appropriate. Include a Land Acknowledgement. Present plan to property owners. Review layout and design at each property. Secure agreements/approval from the County, Feather River College, Parks & Rec, Fairgrounds, and other property owners. Secure funding for construction/development and installation of info kiosks. Install info kiosks throughout the community.
Measures of success?	<ul style="list-style-type: none"> Kiosks installed and used.
Lead role	<ul style="list-style-type: none"> Trinity Stirling, Sierra Buttes Trail Stewardship Jim Graham, Plumas County
Supporting cast	<ul style="list-style-type: none"> Feather River Tourism Association Land Managers of trails (USDA Forest Service, Plumas County, Feather River Land Trust) Land Managers of kiosk locations (various)

	<ul style="list-style-type: none"> For kiosk creation: Wild Hair, Falconer Industries, Rock Art Katie Hawkins, Outdoor Alliance Funding for project planning and implementation
Potential needs and resources	

Action 1.2 – Ensure that current information about trail locations is available and consistent across multiple platforms.

Specific action	<ul style="list-style-type: none"> Coordinate with land managers to ensure recreation opportunities are accurately represented online and on maps.
Why is this important? What is it?	<ul style="list-style-type: none"> Trail maps and online mapping apps currently have contradicting information. Apps and maps often show historic or non-sanctioned trails. Important for when visitor center/local businesses are not open to provide clarification on legal routes, and to make trails accessible and welcoming to a broader array of users.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Review online trail databases for accuracy. Coordinate with Feather River Tourism Association website development for maps for QR code on kiosks (coordinate with visitor center/restroom working group). Develop online map standards to be written into the sign plan in Action 1.1. <ul style="list-style-type: none"> Look and feel of online maps should be similar to info kiosks as outlined in the sign plan. Ensure online data from Action 1.1 in sign plan is implemented consistently with other maps. Evaluate for ADA compliance.
Measures of success?	<ul style="list-style-type: none"> Maps and trail information are easily available online, accurate, and consistent across platforms.
Lead role	<ul style="list-style-type: none"> TBD
Supporting cast	<ul style="list-style-type: none"> All - most online app-based maps crowdsourced data so everyone is empowered to update these platforms
Potential needs and resources	<ul style="list-style-type: none"> Staff time to coordinate across platforms.

Action 1.3 – Convene conservation and recreation partners for an annual “report out.”

Specific action	<ul style="list-style-type: none"> Convene conservation/recreation partners for an annual “report out.”
Why is this important? What is it?	<ul style="list-style-type: none"> Connecting different groups to foster relationships and minimize user conflict. Sharing of working ideas and project plans between groups and the community. Public communications tool for organizations and agencies.

	<ul style="list-style-type: none"> Training opportunity for participants.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Convene smaller group to start collaborative planning. Figure out who should be invited, including businesses, tribes, conservation groups, etc. Develop “report out” document, including highlighting measures of success. Target: May 2023 (one year from now)
Measures of success?	<ul style="list-style-type: none"> Meeting occurs one year from RERC workshop (May 2023). Consider earlier in spring/late winter before summer field season is in full swing.
Lead role	<ul style="list-style-type: none"> John Steffanic, Plumas County
Supporting cast	<ul style="list-style-type: none"> USDA Forest Service with additional help/partnerships for event planning Gott Powersports Friends of Plumas Wilderness Sierra Buttes Trail Stewardship Central Plumas Park & Rec District Others as identified
Potential needs and resources	<ul style="list-style-type: none"> Funding - Talk to National Park Service and Sierra Nevada Conservancy for facilitation funding

Action 1.4 – Collaborate with Plumas County and USDA Forest Service to connect downtown to local/regional trail assets with bike lanes/paths and sidewalks.

Specific action	<ul style="list-style-type: none"> Develop a community Trails Master Plan that complements the Plumas County General Plan and Plumas National Forest Management Plan.
Why is this important? What is it?	<ul style="list-style-type: none"> Coordinate non-motorized transportation planning across agencies to avoid disconnected projects. Support balance between non-motorized and motorized trail use.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Identify connectivity gaps in existing plans (County non-motorized transportation plan and Forest Service Rec Opportunities Map). Prioritize gaps based on community need. Explore opportunities for parking needs at trailheads and at Quincy and East Quincy locations. Get public feedback on the different connections so that trails are safe and meet the needs of users (Quincy Junction Road and Caltrans examples, Connected Communities).
Measures of success?	<ul style="list-style-type: none"> Connection of downtown area to local/regional trail assets with bike lanes/paths.
Lead role	<ul style="list-style-type: none"> Jim Graham, Plumas County
Supporting cast	<ul style="list-style-type: none"> Plumas County USDA Forest Service Sierra Buttes Trail Stewardship

	<ul style="list-style-type: none"> Friends of Plumas Wilderness Sierra Business Council Feather River College Gott Powersports Audubon Almanor Basin Trails Coalition DOT Plumas Unified School District
Potential needs and resources	Funding, partnership agreements, GIS mapping, asset management/sidewalk inventory

Action 1.5 – Convene a community collaborative to implement the action plan.

Specific action	<ul style="list-style-type: none"> Create a community recreation collaborative.
Why is this important? What is it?	<ul style="list-style-type: none"> There is a need to continue meeting with a smaller group to make sure these action items progress.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Establish a group leader to convene this group. Get a list of people who are interested. Begin regular meetings with targeted agendas.
Measures of success?	<ul style="list-style-type: none"> Regular meetings occur every 6-8 weeks to check in on the implementation of the action plan.
Lead role	<ul style="list-style-type: none"> Jim Graham, Plumas County
Supporting cast	<ul style="list-style-type: none"> USDA Forest Service John Steffanic, Plumas County Sierra Buttes Trail Stewardship Friends of Plumas Wilderness Audubon Sierra Nevada Conservancy Oakland Feather River Camp Gott Powersports Central Plumas Recreation District
Potential needs and resources	<ul style="list-style-type: none"> Social coordinator (make it fun - take a hike) Meeting space Staff capacity

Goal 2 - Tribal Collaboration: Collaborate with Tribal partners to uplift Indigenous perspectives and culture.

Tribal communities are actively engaged in outdoor recreation and conservation in Plumas County, and opportunities exist to build on and connect with those efforts. This goal focuses on building relationships, awareness, and respect as a vital initial step for any future work. Actions include creating a Tribal community-based work group; providing outreach to Tribes to share and increase career opportunities in outdoor recreation, fire science, and ecology; and uplifting and amplifying efforts to immerse and celebrate culture. Within each of these actions, there are many interested and committed partners and many specific next steps that can be taken to make significant progress.

Action 2.1 – Create a Tribal community-based work group that fosters meaningful relationships, culturally sensitive collaborations, and a container for listening sessions.

Specific action	<ul style="list-style-type: none"> • Create a Tribal Collaboration Work Group composed of Indigenous voices and other members of the community.
Why is this important? What is it?	<ul style="list-style-type: none"> • Learn the “how” of effective Tribal collaboration. • Learn to navigate Tribal government structures. Consider tribal politics before moving forward with projects. • Increase respect, recognition, and accuracy when discussing Tribes and Tribal issues, Native education, studies in school/college. • Begin with land acknowledgements as a part of meetings/events. • Include land acknowledgements in organizational Strategic Plans, Annual Report, JEDI statements (Justice Equity Diversity and Inclusion). • Consider “Shuumi” Program, similar to East Bay Ohlone Tribe. (Voluntary tax for non-indigenous visitors and residents – “gift” to regional tribe)
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> • Figure out a method to best collaborate by researching other communities. (8 months)
Measures of success?	<ul style="list-style-type: none"> • Creation of the work group. • Regular meetings are held with agendas and work plans. • Funding is acquired and people are hired. • Number of work group participants/meeting attendee. • Number of events/meetings.
Lead role	<ul style="list-style-type: none"> • Possibility of Sierra Nevada Conservancy housing the administrative duties for 1 year (meeting reminders, sending out minutes/agenda items)
Supporting cast	<ul style="list-style-type: none"> • Are there existing groups? Maidu Summit Consortium - Made up of 8-9 Maidu centered groups including Susanville and Greenville Rancherias. Group is a vehicle for Native issues in the area. Vivian Hansen • Dana Galloway Yamani Maidu • Elaine • A representative from every RERC goal workgroup • Sierra Nevada Conservancy • Sierra Buttes Trail Stewardship • Friends of Plumas Wilderness • Feather River Land Trust • USDA Forest Service • Maidu Summit Consortium • Feather River College • Greenville Rancheria • Plumas County Public Health Agency • RCD?

Potential needs and resources	<ul style="list-style-type: none"> • Plumas County Fire Safe Council? • Funding for coordinator • Funding for food and meeting space • Chico State University Tribal resource department • Gail Chehak from American Indian Alaska Native Tourism Association can talk to Maidu leadership on consultation reparations • Cultural Heritage Tourism: A Planner for Indigenous Tourism Professionals - https://www.aianta.org/resources/cht_planner/
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Action 2.2 – Provide outreach to Tribes to share and increase opportunities for careers in outdoor recreation, fire science, and ecology.

Specific action	<ul style="list-style-type: none"> • Strengthen outreach to Tribes to share and increase participation in community-based programs (i.e. Sierra Buttes Trail Stewardship youth trail crew), training, and other opportunities.
Why is this important? What is it?	<ul style="list-style-type: none"> • Connecting Tribes to opportunities in the outdoor recreation and tourism industry could connect them to career opportunities and ways to engage in this growing sector of the economy. • Create more opportunities for youth and adults to live and thrive in their homelands.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> • Share information about enrollment in the existing Outdoor Leadership program at Feather River College. • Recruit Maidu youth for other trail building and educational opportunities for conservation and stewardship career building at Sierra Buttes Trail Stewardship and other organizations in and around Quincy. • Examine outreach and create better communication pathways. <ul style="list-style-type: none"> ◦ Set up target list. Track who you talk to, what was sent, who responds, etc. Set up information records to track outreach. ◦ Keep in mind Internet access inequity.
Measures of success?	<ul style="list-style-type: none"> • Awareness - Native individuals are aware of opportunities. • Stronger relationships among outdoor recreation/conservation/fire organizations and Tribes. • Number of Native individuals employed by those organizations and/or participating in youth/training programs.
Lead role	<ul style="list-style-type: none"> • CBW – Community-based workgroup
Supporting cast	<ul style="list-style-type: none"> • Greenville Rancheria • Maidu Summit Consortium • Sierra Buttes Trail Stewardship • Feather River College • Sierra Nevada Conservancy • Friends of Plumas Wilderness • Feather River Land Trust

	<ul style="list-style-type: none"> • USDA Forest Service • Community Based Workgroup • 20,000 Lives through Plumas County Public Health • Alliance for Workforce Development • Northern Rural Training and Employment Consortium (NoRTEC)
Potential needs and resources	<ul style="list-style-type: none"> • <u>AmeriCorps State and National Native Nations Grants</u> • California Conservation Corps • USDA/Forest Service <u>Opportunities for Young People</u>

Action 2.3 – Uplift and amplify efforts to immerse and celebrate culture.

Specific action	<ul style="list-style-type: none"> • TBD
Why is this important? What is it?	<ul style="list-style-type: none"> • Unique considerations, such as Tribal sovereignty, cultural beliefs and traditions, and historical trauma, should be considered as community seeks to engage tribal populations.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> • TBD • Possibilities include identifying policies within local organizations that identify Tribal history and culture and identifying placards on landmarks that could benefit from Tribal history and cultural acknowledgement.
Measures of success?	<ul style="list-style-type: none"> • TBD
Lead role	<ul style="list-style-type: none"> • CBW – Community-based workgroup
Supporting cast	<ul style="list-style-type: none"> • Greenville Rancheria • Maidu Summit Consortium • Sierra Buttes Trail Stewardship • Feather River College • Sierra Nevada Conservancy • Friends of Plumas Wilderness • Feather River Land Trust • USDA Forest Service • Plumas Unified School District (has new monies in PG&E fire settlement funds that might be used for this purpose in terms of education and signage)
Potential needs and resources	<ul style="list-style-type: none"> • National Endowment for the Arts <ul style="list-style-type: none"> ◦ Example: <u>Back to School Grant Spotlight</u> - BYU ARTS Partnership Native American Curriculum Initiative • National Endowment for the Humanities <ul style="list-style-type: none"> ◦ Example: <u>https://www.bia.gov/as-ia/opa/online-press-release/native-american-projects-receive-grant-awards-national-endowment</u>

Goal 3 - Downtown Quincy Revitalization and Connectivity: Increase the vibrancy of downtown Quincy and enhance its connectivity to a diversity of year-round recreational opportunities.

Quincy has a unique and charming downtown, with distinctive architecture, walkable streets, and a number of small businesses and community institutions. Workshop participants discussed the critical need to draw more local residents and visitors into the downtown to enjoy its amenities and patronize local businesses. Several gaps and challenges exist that are currently hindering this; chief among those is the lack of a public restroom and central visitor center. The actions below will establish a visitor center with public restrooms in downtown Quincy, establish business districts that can be revitalized and marketed, beautify the downtown, and hire a RERC coordinator to continue driving progress on this plan.

Action 3.1 – Establish a visitor center with public restrooms in downtown Quincy.

Specific action	<ul style="list-style-type: none"> Establish a visitor center with public restrooms in downtown Quincy.
Why is this important? What is it?	<ul style="list-style-type: none"> An accessible public restroom is currently a major gap downtown, with businesses being asked to provide restrooms for people. Provide easily accessible, centrally located information for visitors and locals on activities, businesses, attractions, and events in and around downtown Quincy. Provide a welcome center to highlight community values and educate visitors. Bring more people downtown and to patronize local businesses. Co-locating the center and restrooms with another organization or institution could provide added benefits.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Working group to meet monthly to discuss progress towards a solution and delegate tasks. Determine location and funding for visitor center with public restrooms.
Measures of success?	<ul style="list-style-type: none"> Location and funding identified. Visitor center/public restrooms established and open to the public.
Lead role	<ul style="list-style-type: none"> Suzanne Stirling
Supporting cast	<ul style="list-style-type: none"> Nova Collinson Quincy Chamber (Chamber Collab) Karen Kleven, Feather River Tourism Association Jon Kolb
Potential needs and resources	<ul style="list-style-type: none"> Funding to restore building County support through building donation <u>T-Mobile Hometown Grant</u>, which is awarded quarterly USDA Rural Development (Community Facilities and other programs) Building could be eligible for FEMA Hazard Mitigation funding if the scope includes mitigation and resiliency components and if existing structure (no new construction)

Action 3.2 – Hire a RERC Coordinator.

Specific action	<ul style="list-style-type: none"> Hire a RERC Coordinator through an existing entity.
Why is this important? What is it?	<ul style="list-style-type: none"> RERC Coordinator will oversee the entire program moving forward, which will support and facilitate the implementation of the Community Action Plan. A coordinator is needed to sustain momentum, ensure accountability, facilitate collaboration and communication, support ongoing and equitable community engagement, and share results with the broader public.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Identify funding for the position - complete. Apply for funding - 11/10/2022. Develop job description - completed. Identify hiring entity - 11/10/2022. Establish hiring deadline - 11/30/2022.
Measures of success?	<ul style="list-style-type: none"> Identify list of deliverables and timeline for completion as directed by the RERC Goal Champion Committees.
Lead role	<ul style="list-style-type: none"> Nova Collinson
Supporting cast	<ul style="list-style-type: none"> Karen Kleven Suzanne Stirling
Potential needs and resources	<ul style="list-style-type: none"> Ensure that the entity that oversees the position is able to be awarded 501(c)3 funding and has the infrastructure to support an employee. USDA Rural Development funding (Rural Business Development Grant) has been used in other communities (for example, Thompson Falls, Montana), to support hiring an outdoor recreation director. Could explore with USDA RD.

Action 3.3 – Establish a perimeter for revitalization.

Specific action	<ul style="list-style-type: none"> Establish a perimeter for revitalization (business district).
Why is this important? What is it?	<ul style="list-style-type: none"> Establish business districts throughout the Greater Quincy area. Serves the purpose of supporting the Greater Quincy area equitably. Creates cross-city collaboration between the two main business areas.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Determine business districts - complete. Identify distinct business generation types and begin marketing. Create a multi-season event calendar that gets folks supporting business districts and the businesses within them.
Measures of success?	<ul style="list-style-type: none"> Business districts are established and the public is aware of them. A public calendar of events is created to showcase each area. There is cross-town collaboration for 1 event per year.

	<ul style="list-style-type: none"> Increased attendance at events in the business districts/sales at area businesses.
Lead role	<ul style="list-style-type: none"> Nova Collinson
Supporting cast	<ul style="list-style-type: none"> Cheryl Kolb, Quincy Chamber Business owners
Potential needs and resources	<ul style="list-style-type: none"> Chamber Support Local business buy-in

Action 3.5 – Beautify Quincy's business districts.

Specific action	<ul style="list-style-type: none"> Increase the attractiveness of the greater Quincy Business district to generate community and tourist foot traffic and engagement.
Why is this important? What is it?	<ul style="list-style-type: none"> Capitalize on the assets and charm that Quincy already has. Strengthen and build on Quincy's unique aesthetic that draws locals and visitors downtown. Encourage foot traffic and local business sales.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Identify and secure funding for local business storefronts - Spring 2023 (to coincide with flower baskets). Work with the local sanitation company & Plumas County in regards to trash/recycling receptacle upgrade - ongoing. Create a plan for beautification with business district stakeholders - January 2023.
Measures of success?	<ul style="list-style-type: none"> Business district involvement in a cohesive aesthetic. Downtown building owners convening.
Lead role	<ul style="list-style-type: none"> Nova Collinson
Supporting cast	<ul style="list-style-type: none"> Karen Kleven Suzanne Stirling Bobby Gott
Potential needs and resources	<ul style="list-style-type: none"> Quincy Chamber of Commerce AARP Community Challenge Consider becoming a Keep America Beautiful affiliate

Goal 4 - Business and Economic Development: Enable residents to build livelihoods and wealth through small business development, entrepreneurship, and the creation of high-quality jobs in the outdoor recreation and related sectors.

Plumas County's rich natural amenities are drawing increasing numbers of outdoor recreationists and tourists to the area, but the economy continues to lag. There is an opportunity to capitalize on these assets to support economic development, job creation, and wealth building for all county residents. The actions below accomplish that goal by establishing fundamental business and economic development partnerships and plans in the county and providing needed support and resources to small businesses so they can thrive and grow.

Action 4.1 – Form a business and economic development collaborative.

Specific action	This action will establish a formal group of stakeholders focused on strengthening business and economic development in Plumas County. The collaborative will be formed and begin meeting immediately and will continue until it is no longer needed. Its members, who will be fully representative of the community, will work together to determine a coordinated and strategic direction for economic development in Plumas County, identify “low-hanging fruit” projects and seek funding, and serve as a venue for ongoing coordination and capacity-building.
Why is this important? What is it?	<ul style="list-style-type: none"> Provides a venue to discuss, come to consensus on, and implement focused economic development strategies. Enables coordination, ensuring that partners are on the same page, working together, and not duplicating efforts. Promotes information sharing so everyone is aware of ongoing efforts. Creates capacity by bringing together partners with different needs and resources. Identifies economic development infrastructure needs and other business and economic development projects. Helps to secure financial assistance for projects.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Identify members that fully represent the community. (2 months) Hold the first meeting. (3 months) Establish a mission and limited number of specific, attainable goals. (3-4 months) Create a communication channel, such as an email list or another mechanism. (4 months) Set a regular meeting schedule. (4 months) Hire a coordinator to drive and sustain the Collaborative/find a sustainable home for it. (8-12 months)
Measures of success?	<ul style="list-style-type: none"> Collaborative is established and meets regularly. Collaborative is actively engaged in the Comprehensive Economic Development Strategy (CEDS) process (see below). Projects are funded and implemented. Establish a baseline and track economic indicators. Hire a coordinator to oversee this effort as a member of the County Workforce.
Lead role	<ul style="list-style-type: none"> Clint Koble, Sierra Small Business Development Center

Supporting cast	<ul style="list-style-type: none"> • Tracey Ferguson, Plumas County Planning Director • John Steffanic, Plumas County Economic Development Point of Contact • Stephanie Tanaka, Plumas County District Attorney's Office • Plumas County Community Development Commission (authorized to apply for HUD CDBG and EDD funds) • Plumas County Board of Supervisors • Plumas County Administrative Officer • Courtney Farrell, CSU Chico Northstate Planning and Development Collective/Community Economic Resilience Fund • California Office of Small Business Advocacy • Laurel Harkness, California Governor's Office of Business and Economic Development (GO-Biz) • Robert Gott, Gott Powersports • Maidu Summit Consortium • Cheryl Kolb, Quincy Chamber of Commerce • Other Chambers of Commerce in Plumas County • Sierra Economic Development District • Kristin York and Erika Harvey, Sierra Business Council • Local business owners • Capital Corridor SCORE • EDA Dixie Fire Economic Development Coordinator • FEMA planning person
Potential needs and resources	<ul style="list-style-type: none"> • Funding to run and sustain the Collaborative (EDA?) • Location to hold meetings

Action 4.2 – Shape the Comprehensive Economic Development Strategy for Plumas County and the region.

Specific action	<p>Development of a Comprehensive Economic Development Strategy (CEDS) for the region, including Plumas County, is underway. The CEDS is a regional economic development plan approved by the U.S. Economic Development Administration (EDA) and qualifying regions for EDA assistance. It is also a valuable tool for supporting strategic economic development and regional collaboration. For the new CEDS to most benefit Plumas County, a concerted local effort is needed to engage with and shape the plan.</p>
Why is this important? What is it?	<ul style="list-style-type: none"> • The CEDS brings together the public and private sectors to develop a strategic plan to diversify and strengthen the region's economy. • It provides a regional perspective for identifying and capitalizing on economic advantages, including strategies to reduce unemployment and increase incomes in the region.

	<ul style="list-style-type: none"> It provides a more widespread understanding of the region's economic development work program, including an opportunity for public review and input. It provides a forum for identifying and prioritizing investment projects. Adoption of the CEDS by a county board makes county and local governments in the county with economically distressed areas eligible to apply for grants under EDA Public Works and Economic Adjustment programs, provided the grant project would benefit the distressed area. These programs provide funding for infrastructure projects, revolving loan funds, and other business assistance programs. In addition, other federal agencies look favorably on joint/regional planning efforts when reviewing grant requests.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Business and Economic Development Collaborative members receive an update at their first meeting on the CEDS development and how they can be engaged. (3 months) Business and Economic Development Collaborative members review materials and provide input. (4 months) Business and Economic Development Collaborative members receive ongoing updates on plan development and engagement opportunities. (6 months/ongoing)
Measures of success?	<ul style="list-style-type: none"> Plumas County stakeholders are actively involved in the CEDS planning process. The priorities and needs of Plumas County stakeholders are accurately reflected in the regional CEDS. The CEDS is approved by the Board of Supervisors and EDA. Plumas County applies for and is awarded funding from EDA.
Lead role	<ul style="list-style-type: none"> Clint Koble, Sierra Small Business Development Center
Supporting cast	<ul style="list-style-type: none"> Business and Economic Development Collaborative (see above) Kristin York and Erika Harvey, Sierra Business Council Stephanie Tanaka, Plumas County District Attorney's Office Malinda Matson, U.S. EDA Frances Sakaguchi, U.S. EDA EDA Dixie Fire Economic Development Coordinator
Potential needs and resources	<ul style="list-style-type: none"> A partner who is involved with/familiar with the CEDS process

Action 4.3 – Create and promote packages of events, activities, and local business offerings.

Specific action

This action will create and market creative packages of local events, activities, and business offerings. Promoting packages of recreational

	activities, cultural events, dining, shopping, and more will attract visitors to come to Plumas County, stay longer, and spend more money, and will inspire local residents to try new things in their community as well.
Why is this important? What is it?	<ul style="list-style-type: none"> • Attracts residents and tourists to visit Plumas County's many recreational, cultural, and historical destinations. • Encourages visitors to stay longer and boost their spending at local businesses. • Increases the visibility of lesser-known attractions and businesses that have not yet benefited as much from outdoor recreation and tourism. • Supports a critical mass of consumers to strengthen the regional economy. • Supports public/private partnerships.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> • Create a shared events calendar on the Chamber's website. (Immediate) • Develop the overall branding, marketing messaging, and marketing plan for this campaign. (Specific idea: encourage vacant storefronts to use windows for wayfinding and advertising.) (4-6 months) • Plan and schedule the first 3-4 packages and recruit participating businesses/organizations. Packages could build off of existing events and activities, such as the First Friday art walk, Saturday market, and the Drunk Brush Friday night summer concert series, and be marketed to people who are already visiting Plumas County (at lodging, recreation sites, etc.). (6-7 months) • Promote the first package. (7-9 months) • Create and expand "Shop Local" campaigns. (Ongoing)
Measures of success?	<ul style="list-style-type: none"> • First package is created and implemented. • Data is evaluated on outcome of packaged event.
Lead role	<ul style="list-style-type: none"> • Cheryl Kolb, Quincy Chamber of Commerce
Supporting cast	<ul style="list-style-type: none"> • Tracey Ferguson, Plumas County Planning Director • John Steffanic, Plumas County Economic Development Point of Contact • Local businesses and cultural institutions • Land managers and recreation organizations • Arts Commission • Plumas Arts • Stephanie Tanaka, Plumas County District Attorney's Office • Nick Maffei, Feather River College (marketing expertise)
Potential needs and resources	<ul style="list-style-type: none"> • Staff time

Action 4.4 – Audit online presence of businesses.

Specific action	Many local businesses have out-of-date websites, incorrect information on Google Maps, and inactive or nonexistent social media accounts—challenges which are keeping customers away. Auditing the online presence of Quincy's businesses will help business owners pinpoint specific fixes they can make to better reach customers virtually and correct those issues.
Why is this important? What is it?	<ul style="list-style-type: none"> Increases the visibility and competitiveness of local businesses. Educes local business owners on web and social media best practices and easy ways to improve their online presence. Attracts residents and visitors to patronize local businesses.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Conduct audit. (6 months) Create materials/toolkit for businesses to improve their online presence. (12 months) Conduct trainings for businesses. (12-18 months)
Measures of success?	<ul style="list-style-type: none"> Audit completed, with specific recommendations for participating businesses. Business toolkit created and shared. Business trainings held.
Lead role	<ul style="list-style-type: none"> Cheryl Kolb, Quincy Chamber of Commerce
Supporting cast	<ul style="list-style-type: none"> Tracey Ferguson, Plumas County Planning Director John Steffanic, Plumas County Economic Development Point of Contact Nick Maffei, Feather River College
Potential needs and resources	<ul style="list-style-type: none"> Staff time

Action 4.5 – Strengthen business development services in Plumas County.

Specific action	Plumas County businesses would benefit from a robust program of technical and financial assistance to increase their stability and resilience and help them grow. This action will strengthen business development offerings in the county, potentially reinstituting business counseling programs and creating informational resources such as a step-by-step guide to starting a business in Plumas County.
Why is this important? What is it?	<ul style="list-style-type: none"> Increases the recovery and resilience of local businesses and helps them grow.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Inventory existing small business development programs, gaps, and short and long-term business needs. (6-8 months) Identify additional partners (Extension, UCNR) who could be more engaged in Plumas County. (9 months)

	<ul style="list-style-type: none"> Seek funding for business development programs that existing partners cannot provide. (9-12 months) Offer technical and financial assistance to local businesses. (18-24 months)
Measures of success?	<ul style="list-style-type: none"> Business development services are available and promoted to potential clients. Local businesses participate in programming/use resources.
Lead role	<ul style="list-style-type: none"> TBD
Supporting cast	<ul style="list-style-type: none"> Business and Economic Development Collaborative Clint Koble, Small Business Development Center Cheryl Kolb, Quincy Chamber of Commerce CDFIs Rural Community Assistance Project
Potential needs and resources	<ul style="list-style-type: none"> TBD

Goal 5 - Workforce Housing and Lodging: Increase for-sale and rental workforce housing and provide destination lodging opportunities to accommodate residents and visitors who want to recreate, prosper, and live in the Quincy area.

There is a significant demand for workforce housing in Plumas County and an increased supply of for-sale and rental units are needed to grow the economy. Many want to live and work in the Quincy area, supporting local employers in recreation and tourism-based business sectors. The actions below will address workforce housing issues and needs, identify land available, and expand on the concept and use of pre-approved housing building plans for workforce housing. Further, supporting the development of additional lodging opportunities for visitors, such as tent camping, recreational vehicle (RV), and mobile home park sites will enable more individuals to enjoy the many recreational assets of the County and boost the local economy.

Action 5.1 – Address workforce housing issues and needs.

Specific action	<ul style="list-style-type: none"> Convene a workforce housing working group.
Why is this important? What is it?	<ul style="list-style-type: none"> What does workforce housing mean? Define the need for workforce housing. Understand the market conditions (workforce housing supply/demand). Improve communication with housing stakeholders. Understand housing barriers to identify solutions. Understand affordability context and price points in comparison to cost of construction. Understand the need (types of housing and housing options - attached/detached, rental, ownership, long term, short term).

Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> • Hold Developer/Builder Forum on September 29, 2022 (invitation list to include those in local government; the housing development, construction, and finance industries; employers; and interested housing stakeholders). • Identify working group members by January 31, 2023. • Convene first working group meeting before the end of March 2023 and hold quarterly meetings thereafter. • Develop an action plan by mid-2023. • Implement action plan late 2023 and 2024. • Conduct employer/employee housing needs surveys (small and large businesses) by mid-2023 and compile results by late 2023. • Monitor the impact of rental-by-owner (AirBnB, VRBO) on the rental housing market (ongoing).
Measures of success?	<ul style="list-style-type: none"> • Articulated housing issues and needs. • Shared housing vision. • Housing stakeholders brought together under an established functional structure to collaborate. • Fewer barriers to developing new housing. • Financial resources identified. • Strategies for infrastructure identified. • Need for resident housing and housing that supports recreation tourism is met. • Indication of public and private sector roles and commitments. • Action plan developed and implemented with responsible parties and timelines.
Lead role	<ul style="list-style-type: none"> • Tracey Ferguson, Plumas County Planning Director • Chuck Leonhardt, Planning Commissioner, District 4 • John Sheehan • Kevin Danaher • Chris Carlton, Forest Supervisor Plumas National Forest
Supporting cast	<ul style="list-style-type: none"> • Mark Luster, Rita Bunzel, and David Little, Sierra Pacific Industries • Collins Pine • Chuck White, Plumas County Building Services Director • Roger Diefendorf, Plumas County Community Development Commission/Housing Authority - Section 8 housing choice voucher program - landowner education • Laurel Harkness, Regional Economic Recovery Coordinator - North State, Governor's Office of Business and Economic Development • Kevin Trutna, President Feather River College • Darren Beatty, Chief Operating Officer Plumas District Hospital • Cheryl Kolb, Administrative Director Chamber of Commerce • Hannah Hepner, Plumas County Fire Safe Council • Jim Wilcox, Executive Director Plumas Corporation

	<ul style="list-style-type: none"> • Kristy Warren, Assistant Superintendent Plumas Unified School District • Greg Hagwood, Board of Supervisors District 4 • Plumas Bank • Development consultants • For-profit and not-for-profit developers • Community Housing Improvement Program (CHIP) • Dixie Fire Collaborative • Sierra Institute • Plumas Crisis Intervention & Resource Center • Plumas County Association of Realtors • Operators and owners of mobile home parks • Jim Doohan, General Manager, American Valley CSD
Potential needs and resources	<ul style="list-style-type: none"> • Research new and emerging housing construction techniques (e.g., 3D printed houses, housing panel assembly, cross laminated timber) • Research ROC (resident owned communities) - mobile home parks that are tenant/community-owned • Alternatives to traditional stick-built homes/ignition-resistant material construction (e.g., Autoclaved Aerated Concrete, Insulated Concrete Forms, Q Cabin Kit) because of high lumber prices and increases home hardening • State Department of Housing and Community Development (HCD) • USDA Rural Development, Nicole Roldan-Leben (Single Family Housing Area Coordinator for USDA Rural Development) - go to www.rd.usda.gov • Federal Housing and Urban Development (HUD) • Harvard Business Review: Restricting Airbnb Rentals Reduces Development • Carnegie Mellon University: Study Finds Airbnb Units Expand Market But Reduce Long-Term Rentals, Including Affordable Housing • Affordable housing conversations going on in this inter-agency group: https://bif.fire.ca.gov/board-committees/joint-institute-for-wood-products-innovation/ • USDA Rural Development housing and/or business development grants and loans. <ul style="list-style-type: none"> ◦ Rural Community Development Initiative (RCDI): https://www.rd.usda.gov/programs-services/community-facilities/rural-community-development-initiative-grants

Action 5.2 – Identify land available for workforce housing.

Specific action	<ul style="list-style-type: none"> Prepare inventory of public and private vacant and underutilized land zoned for various workforce housing densities, types, and affordability levels.
Why is this important? What is it?	<ul style="list-style-type: none"> To understand what is actually available for development of housing, and where existing inventory of housing might be underutilized (where there are vacant parcels, where multifamily is allowed, but not currently built). Understanding where infrastructure exists (sewer/water/power/broadband). Understand constraints (e.g., floodplain, topography, forested, access, Wildland-Urban Interface). Understand zoning (e.g., higher density Multiple-Family Residential parcels). List surplus parcels that Plumas County owns, specific to residential zoning. Inventory entitled parcel and subdivision maps that were never constructed. Identify Housing Types (single family dwellings, manufactured homes, mobile home parks, RVs). Understand salaries for local jobs, income levels, and affordability (entry level housing/workforce housing). Understand public lands (Plumas National Forest) employee housing - Mt. Hough Ranger Station (seasonal staff).
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Clean up existing inventory. Walk audit to confirm what properties are actually available for housing development (including institutionally-owned land). Explore possibility of land use update in General Plan. Starting point - Plumas County 2019-2024 General Plan Housing Element Tables A-1 and A-2. Determine financial assistance mechanisms to construct water/sewer/roads infrastructure. Build on some successes of innovative approaches to tackling housing that are beginning: <ul style="list-style-type: none"> School District has purchased existing fourplexes that will accommodate rental housing for new teachers. Feather River College is working on a design-build project for on-campus additional student housing. Consider green building standards as part of new housing development. Consider tiny homes. Consider manufactured pre-made homes.
Measures of success?	<ul style="list-style-type: none"> Updated and ground-truthed inventory of land available.
Lead role	<ul style="list-style-type: none"> Tracey Ferguson, Plumas County Planning Department Becky Osborn, Plumas County GIS Department

	<ul style="list-style-type: none"> • Chuck Leonhardt, Planning Commissioner, District 4
Supporting cast	<ul style="list-style-type: none"> • Plumas County Realtors Association • Employers with specific dedicated workforce housing units • USDA Forest Service as potential partner (especially in partnership with County)
Potential needs and resources	<ul style="list-style-type: none"> • USDA Rural Development: Water and Waste Disposal Loan & Grant program: https://www.rd.usda.gov/programs-services/water-environmental-programs/water-waste-disposal-loan-grant-program • Housing Element of the General Plan. • Developer in the Bay Area has used school district land to build subsidized teacher housing – may be an example of an innovative approach to workforce housing. • EPA Brownfields grants and technical assistance programs might be able to support assessment of public and private lands to make sure they are suitable for housing. Brownfields resources can also help with some reuse planning efforts related to housing for specific properties (Scott Stollman, EPA Region 9).

Action 5.3 – Expand on the concept and use of pre-approved housing building plans to address workforce housing.

Specific action	<ul style="list-style-type: none"> • Utilize pre-approved single-family housing building plans for the 2021 wildfire impacted areas to leverage the preparation of pre-approved workforce housing building plan concepts for the Quincy area.
Why is this important? What is it?	<ul style="list-style-type: none"> • Will make it easier to build workforce housing by saving time and money on County plan check fees and cost of construction. • Potential for architectural drawing reduced fees.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> • What plans are available in what areas? Fire area only (not Quincy)? Other areas of the County? • Present this concept for the Quincy area context (i.e., not only fire recovery related). • Run plans through USDA Sec. 502 program - can these plans qualify? • Make this a priority. • Get press on the use of the pre-approved plans. • Consider green building certification. • Celebrate the use of the plans.
Measures of success?	<ul style="list-style-type: none"> • Pre-approved single-family workforce housing construction plans. • Accessory Dwelling Unit (ADU) pre-approved construction plans will be prepared in 2023 through County grant monies. • Reduced time between building permit application and building permit issuance.

Lead role	<ul style="list-style-type: none"> Team of architects/engineers that developed the pre-approved plan sets for the wildfire impacted areas: <ul style="list-style-type: none"> NST Lindsey Kelly, LBK Engineering Sierra Institute (Cross Laminated Timber - CLT) Tracey Ferguson, Plumas County Planning Director (ADU pre-approved plans)
Supporting cast	<ul style="list-style-type: none"> Chuck White, Plumas County Building Services Director Debra Moore, Plumas News KQNC Cap Radio Sierra Institute Plumas Bank Collins Pine Sierra Pacific Industries Summit Funding
Potential needs and resources	<ul style="list-style-type: none"> Habitat for Humanity Camp Fire Example: Rebuild Paradise Foundation's <u>Residential Floor Plan Library</u>

Action 5.4 – Support the development of additional lodging including camping, recreational vehicle (RV), and mobile home park sites.

Specific action	<ul style="list-style-type: none"> Understand and document recreational visitor and employee lodging needs to communicate preferences to existing and potential lodging providers, RV and mobile home park owners, and recreation-based employers.
Why is this important? What is it?	<ul style="list-style-type: none"> To increase tourism, we need to have a place for people to stay. Takes pressure off other housing options. It expands housing for temporary recreation tourism employees. Address challenges such as cell coverage, preference in locational campsite selections.
Initial next steps and deadlines (Present >24 mos.)	<ul style="list-style-type: none"> Identify recreational lodging opportunity parcels. Understand current County zoning for opportunity parcels and how camping, RV sites, and mobile home parks are permitted. Field trips to investigate nearby existing RV, mobile home park, and camping sites.
Measures of success?	<ul style="list-style-type: none"> Review and establish inventory of campground sites (i.e., Plumas National Forest) in Quincy and 30-minute drive time. Review and establish inventory of RV and mobile home parks in Quincy and 30-minute drive time.
Lead role	<ul style="list-style-type: none"> Dayne Lewis, River Ranch RV Park Chris Carlton, Forest Supervisor Plumas National Forest
Supporting cast	<ul style="list-style-type: none"> County Planning and Building departments

Potential needs and resources	<ul style="list-style-type: none">• State Department of Housing and Community Development (HCD)• EPA Brownfields resources could possibly support this effort to identify sites appropriate for tent camping, RV sites, etc. See EPA comment above. (Scott Stollman, EPA Region 9)• USDA Rural Development housing and/or business development grants and loans• Explore Resident-Owned Communities as a model for cooperative ownership mobile homes<ul style="list-style-type: none">◦ ROC USA: https://www.rocusa.org/
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IMPLEMENTATION AND NEXT STEPS

Following the workshop, the Local Steering Committee and additional workshop participants continued working together to develop and begin implementing the Community Action Plan. Three Zoom calls with the Planning Assistance Team were held on July 20, 2022; August 22, 2022; and October 24, 2022, during which the group refined the action plan, discussed progress made post-workshop, and planned their next steps. For all five workshop goals, the local team in Quincy has made exciting initial progress. Listed below are some key implementation steps they have made since the workshop.

- At the conclusion of the workshop, every participant shared an offer—what they can and/or would like to provide to advance the action plan—and an ask—what they hope and/or expect from the process moving forward. These are included in Appendix B.
- For each goal, one or more Goal Champions volunteered to convene interested stakeholders and continue the development of the actions under their goal. These working groups, led by the Goal Champions, met repeatedly in the months following the workshop. They completed the action plan and transitioned into implementation, beginning to carry out the actions in the plan.
- The Quincy Chamber volunteered to be the lead on disseminating and keeping the community updated on all RERC-related information.
- Local leaders passed out a flyer about the RERC program, what has been accomplished so far, and what's next at the Plumas Sierra County Fair in July.
- Members of the Local Steering Committee presented to the Board of Supervisors about the RERC process and plan in October 2022, and the Board gave their support and approval of all of the initiatives that are being worked towards through RERC. The Goal Champions presented the final Community Action Plan to the Board of Supervisors in December 2022.
- **Goal 1:**
 - Action 1.1: Plumas County has grant funding for Quincy Junction Road and 70 (in process of obtaining encroachment permit from CalTrans). They will be designing a kiosk to provide additional information and will be able to reuse the design for other locations identified in the Community Action Plan (Dame Shirley, Quincy Junction and 70, Fairgrounds, Pioneer Park).
 - Action 1.1: Jim Graham and Les Hall are exploring how the sign plan could incorporate Tribal history and cultural acknowledgement.
 - Action 1.3: John Steffanic might be pulled into this effort.
 - Action 1.4: Ongoing projects include:
 - Quincy Junction Road Safety Improvement Project – includes paved shoulders. Secured a grant through Federal Highways and Federal Lands Access Program, need additional funding to build it. Working with Plumas County Transportation Commission funds. Environmental work will begin next spring with construction expected in 2024.
 - Extending Class 1 bike lane (separated bike lane) from Golden Eagle Drive north towards the trailhead at Barlow. Caltrans project. Project Initiation in November 2022.
- **Goal 2:**
 - The Goal Group focused in on actions that help to build relationships and is collaborating with representatives of the other Goal Groups.
 - Les Hall participated in the October 2022 meeting with the Board of Supervisors and shared some thoughts for their consideration.
 - Kristy Hoffman volunteered to support the work under this goal.
 - Action 2.1: Tracey Ferguson, Les Hall, and Kristy Hoffman drafted a land acknowledgement for the Community Action Plan.

- Action 2.3: Jim Graham and Les Hall are exploring how signage (including the sign plan from Goal 1) could incorporate Tribal history and cultural acknowledgement.
- **Goal 3:**
 - Action 3.1: The Goal Group is working on establishing a visitor center with public restroom access. In the short term, they are partnering with the Plumas County Museum to get access to a bathroom and create a temporary visitor center that is staffed. They are developing MOUs with the Quincy Chamber and the Feather River Tourism Association to fund the position. In the long term, the Goal Group is looking at the Lawry House as a possible location for a visitor center. The Board of Supervisors is supportive of this idea. The group is meeting with contractors to see what's feasible in the building.
 - Action 3.2: A job description for the RERC Coordinator has been created and the Goal Group is exploring hiring timelines and funding options.
 - Action 3.3: The Greater Quincy Business District has been created.
 - Action 3.4: The Goal Group is working towards an upgrade of the trash and recycling receptacles.
 - The Goal Group is identifying funding opportunities to update businesses on their ADA compliance.
 - The Goal Group is looking into how the potential development of a new county courthouse could align with the Community Action Plan.
- **Goal 4:**
 - Action 4.2: Plumas County will be formally added to the CEDS region in 2023. The Community Economic Resilience Fund is providing support for the CEDS.
 - Action 4.3: The Quincy Chamber is planning one event per month, with a kickoff event in November 2022. They will also be initiating the Shop Local campaign for the holiday season. The shared events calendar is up and running on their website.
 - Action 4.4: The Quincy Chamber is working on offering this as a service to businesses.
- **Goal 5:**
 - The Goal Group wanted to build in the lodging aspect of housing (visitor lodging) as well as housing for permanent and temporary residents, so they expanded the language of the goal to include visitor lodging.
 - Action 5.2: The Planning Department and Planning Commission are working on a vacant land inventory, looking at where there are parcels that could accommodate multifamily properties. They plan to post on the Planning Department website where the available sites are so builders can find those parcels.
 - Action 5.3: Through wildfire recovery efforts, Plumas County has prepared stock construction documents, and they want to expand that. They have a grant from the State to prepare something similar for ADUs.
 - Action 5.4 (modified): The Goal Group is looking at where visitor lodging could be expanded, whether camping, RVs, or otherwise.
 - Feather River College has received a planning grant from the State Department of Education for a 100-bed dorm on campus. The college reviewed the plans and agreed to move forward with the three-story facility design, which will take some pressure off the housing market in Quincy. They are now seeking funding for this \$30 million project. Looking into USDA Rural Development Community Facilities program as a potential source.

APPENDICES

- *Appendix A – Contact List*
- *Appendix B – Workshop Exercise Results*
- *Appendix C – Funding and Technical Assistance Resources*
- *Appendix D – References*

APPENDIX A: CONTACT LIST

Below is listed everyone who registered for the workshop, attended the workshop, or participated in the RERC process in some other capacity.

First Name	Last Name	Affiliation	Email	Attended Workshop June 8	Attended Workshop June 9
Chris	Atkinson				
Pam	Becwar	Community member	pamelabecwar11@gmail.com	X	
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Darla	DeRuiter	Friends of Plumas Wilderness	darla@plumaswilderne ss.org		
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			org		
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Lisa	Kelly	K12 Strong Workforce Pathway Coordinator for the Feather River College District supporting Plumas and Sierra Counties	lkelly@plumascharterschool.org	X	X
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			e.us		
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Kristin	York	Sierra Business Council	kyork@sbcouncil.org	X	X

APPENDIX B: WORKSHOP EXERCISE RESULTS

The Recreation Economy for Rural Communities workshop with Quincy, California involved several exercises that helped define workshop participants' vision, goals, and actions they wish to take to strengthen outdoor recreation and downtown revitalization efforts in their community. The following appendix documents many of these activities that shaped the action plan developed through this planning process. This appendix summarizes the following:

- Visioning and Values Exercises
- Assets and Challenges Exercise
- Assets and Opportunities Mapping Exercise
- Value Chain Exercise
- Action Brainstorming and Prioritization Exercise
- Offers and Asks

Visioning and Values Exercises

As a part of the workshop's opening session, participants were asked to illustrate their broad vision for Quincy by sharing one word that they felt describes the community and by sharing what outdoor recreation looks like to them. The planning assistance team created word clouds summarizing the responses to highlight the most common words and phrases participants used in answering these prompts. The word clouds and complete responses are listed below.

One Word About Quincy



- Adventure
 - Air
 - Awe
 - Awesome
 - Bear
 - Beautiful
 - Bike
 - Community
 - Conflicted
 - Eagle
 - Eclectic
 - Energy
 - Engaged
 - Events
 - Family
 - Fulsome
 - Fun
 - Glorious
 - Glow
 - Grateful
 - Green
 - Grit
 - Grounding
 - Healthy
 - Home
 - Homeland
 - Hopeful
 - Ice Cream
 - Impressive
 - Ineffable
 - Inspirational
 - Legacy
 - Lovely
 - Lucky
 - Majestic
 - Mountains
 - Nature
 - Onliest
 - Opportunity
 - Peaceful

- Plumas Co. National Park
- Potential
- Proud
- Recreation
- Refuge
- Resilient
- Rivers
- Rooted
- Seasons
- Space
- Special
- Spectacular
- Supportive
- Threatened
- Thrive
- Trails
- Transformational
- Unique
- Vitality
- Water
- Watershed
- Welcoming
- Wild
- Wild Life
- Wonderful

What Does Outdoor Recreation Look Like to You?



- Backpacking
- Biking - All Kinds!
- Birding
- Boating
- Bonfires
- Burn Piles
- Camping
- Disc Golf
- Educational
- Fishing
- Fugitive
- Fun
- Golfing
- Hiking
- Kayaking
- Landscape Photography
- Observing
- Paddleboarding
- Picnicking
- Rejuvenating
- Reset
- Running
- Sailing
- Shovel Driving

- Skiing
- Skinny Dipping
- Snowmobiling
- Stargazing
- Swimming
- Velocity
- Walking
- Whitewater
- Yoga

Assets and Challenges Exercise

The planning team asked participants to identify Quincy's assets and challenges on flip charts. The results of the compiled responses to the Assets and Challenges exercise are summarized below.

Assets:

- Public Land (>70% of county)
- Motivated community members
- We have a vibrant, energetic community who are unique and proud of our county and town
- Potential, beauty, welcoming, opportunity for growth and expansion
- Many land stewards
- Land Use
- There are lot of artists here and I plan to do more art events
- Nature
- Wildlife
- Lake Almanor
- Proximity to the forest and trails
- Public Land
- Close to trails – Pacific Crest Trail
- Recreation outdoor activities is a big draw in Quincy – local and outside
- Natural beauty
- Downtown trash and recycle bins -> noticed lack of litter
- Excellent “local” community
- Motivated new blood
- History
- Lots of folks that want to see progressive community development
- Supportive leadership (public, private, non-profit)
- Will
- We love our town
- We value our resources
- We are the headwaters/watershed for California
- Boost local economy (money boosts)
- Mountain trails
- Existing logging roads
- Our county is well known to many people who seek recreation
- Big time love of community
- Beautiful viewsheds
- Open land
- Many resilient, determined players...and major untapped recreation abilities
- Untapped workforce
- Diversity in outdoor recreation
- Dame Shirley Plaza
- Lots of public land
- Strong support for recreation
- Loving close community
- Nearby public lands
- The A Trails
- Rivers
- When we’re not burning, fresh air, clean water in which to recreate
- National Forests
- Location in beautiful mountain valley @3400’ elevation
- Potential of our outdoor tourism
- Sierra Buttes Trail Stewardship
- Trails near Quincy

Challenges:

- Difficult to get to
- No jobs
- Businesses not working together
- Housing and finding employees
- Lack of workforce, housing, childcare
- Housing
- Very few open hotel rooms or Airbnb's for visitors coming from out of town;

- the whole summer is booked a lot of weddings happen here
- No central communication – no paper, no maps of access
- Fire
- Water
- Economy has been on the decline for years

- We cannot engage in consensus decision-making
- Lack of information (maps, photos, hours, etc.)
- Resistance to change
- Lack of workforce and people
- Board of Supervisors not very visionary
- Building Department drags their feet on projects
- California over-regulation
- County Managers and an antiquated mentality plus we need more organization
- User conflict
- Lack of developed housing
- Rental housing
- County capacity
- Lacking diversity
- Fire – some areas of our county are decimated
- NIMBY – Not in my backyard
- Lack of centralized welcome center with public restrooms
- Workforce
- Too many offices downtown; Main Street should support tourists by offering retail, restaurants, arts – NOT offices for lawyers, mortgage brokers, etc.
- Lots of areas are being shut off Making new ones but xxx trail are being blocked
- Funding
- Transportation to areas
- Difficult to get to
- No jobs, no labor
- Lack of land which needs to be used wisely and reorganized – business, retail, apartments, etc. for students and others
- Economic strength
- Accommodating groups with different views of what constitutes positive, sustainable recreation
- Lack of diversity in county
- Wildfire recovery
- Affordable and available housing
- Trails – conflicts with hikers, mountain bikes, motorized
- Limited housing
- Keeping some areas wilderness

Assets and Opportunities Mapping Exercise

The workshop also included an exercise to help participants identify Quincy's assets and opportunities by mapping outdoor recreation assets, community assets, potential partners, areas needing improvement, and big ideas or opportunities. The in-person exercise built on mapping that was done prior to the workshop through Social Pinpoint (<https://eprpc.mysocialpinpoint.com/rercquincy#/>). The combined results of both the virtual and in-person activities are shared below, including the full list of data points and the maps.

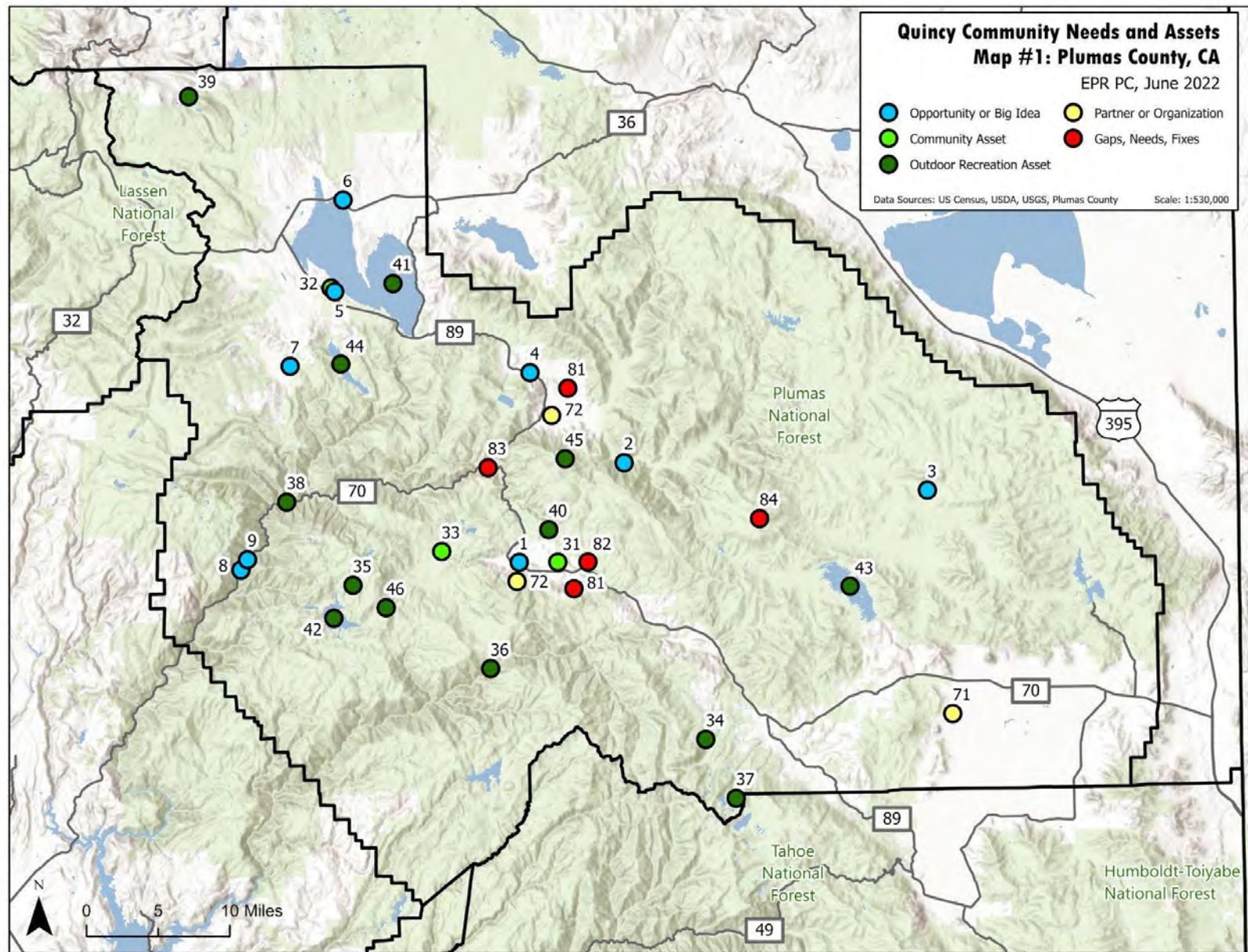
Map ID	Type	Comment
1	Opportunity or Big Idea	Quincy – Making Connections
2	Opportunity or Big Idea	Dozer Line
3	Opportunity or Big Idea	Plumas National Forest
4	Opportunity or Big Idea	Indian Valley/Greenville – housing development
5	Opportunity or Big Idea	Causeway grant is an opportunity
6	Opportunity or Big Idea	Cultural Center – check with Maidu
7	Opportunity or Big Idea	Humbug – Tásmam Koyóm – check with Maidu
8	Opportunity or Big Idea	Tobin – tribal interest. Looking at acquisition
9	Opportunity or Big Idea	James Lee – rec site, interpretive needs funding
10	Opportunity or Big Idea	Bike park
11	Opportunity or Big Idea	Potential kiosk for trail access and other downtown features
12	Opportunity or Big Idea	Empty lot – future gathering spot
13	Opportunity or Big Idea	Public restroom needed
14	Opportunity or Big Idea	Public parking/drive through coffee shop
15	Opportunity or Big Idea	More lodging/camping/transient lodging (current RV park that could be expanded)
16	Opportunity or Big Idea	Trail wayfinding at Dame Shirley Plaza
17	Opportunity or Big Idea	Boyle Ravine trailhead
18	Opportunity or Big Idea	Expansion of Q Trail
19	Opportunity or Big Idea	Close to Eastbound traffic on Saturday -> make pedestrian-only
20	Opportunity or Big Idea	Continue the wide bike lanes on Quincy Junction beyond Lee Road to connect downtown with Mt. Hough access in a safe way for cyclists
21	Opportunity or Big Idea	I think much of this is AVCSD property, but there is a great opportunity to build trails on existing/abandoned roads here that provides very quick (walkable) access from downtown

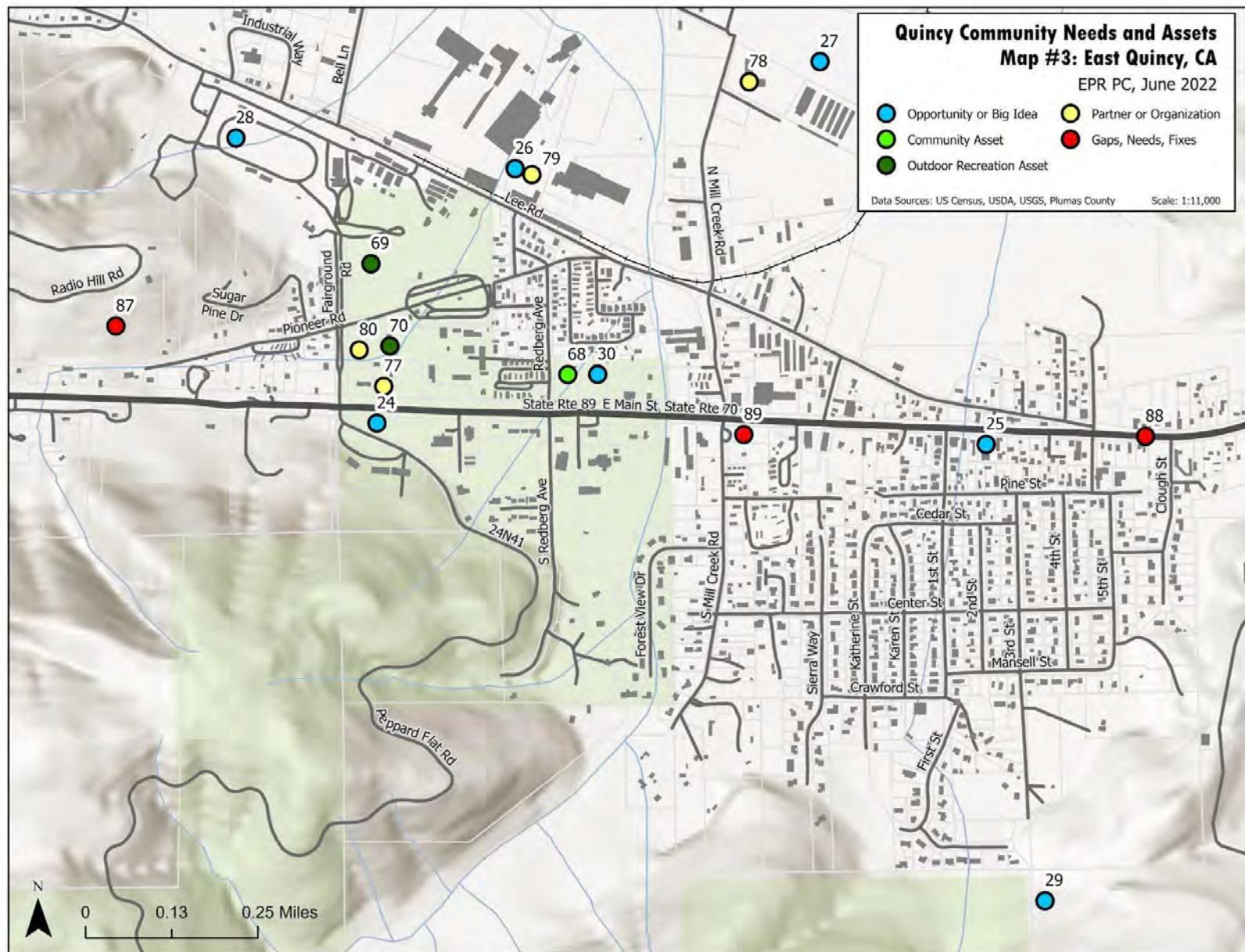
22	Opportunity or Big Idea	Bike path currently ends here; extending the path to Chandler Road would provide great access to the existing U.S. Forest Service trail network as well as provide the community and visitors a safe place to walk and ride with children
23	Opportunity or Big Idea	This is an idea that I have loved! Immediate access to big hiking right downtown – would love to work with local partners and private landowners on the details to pursue this project
24	Opportunity or Big Idea	Claremont Trailhead bathroom/info center
25	Opportunity or Big Idea	New spot for commercial (non-retail)
26	Opportunity or Big Idea	Sierra Pacific Mill – could be a stewardship partner
27	Opportunity or Big Idea	Stewardship between Sierra Pacific & land trust -> outdoor area
28	Opportunity or Big Idea	Suggest adding an archery range on the county/public lands in town – this would draw interest from both the visiting and hunting community and create new recreational opportunities for residents
29	Opportunity or Big Idea	East Quincy Trails – existing, unsanctioned community trail network; it would be great to have legalized, sustainable recreation access for the east side of town
30	Opportunity or Big Idea	The bowling alley is currently for sale, and I believe the vacant lot next to it has been for sale for year; I would love to see both lots purchased and rehabilitated to an updated safe bowling alley, an outdoor minigolf course, batting cages, and a small food bar
31	Community Asset	Broadband Access in Quincy – fiber optic is available
32	Community Asset	Causeway – Grant
33	Community Asset	Local shooting range on the U.S. Forest Service maintained by volunteers
34	Outdoor Recreation Asset	Plumas Eureka State Park & Ski Hill
35	Outdoor Recreation Asset	Bucks Lake Wilderness
36	Outdoor Recreation Asset	Middle Fork Feather River (Wild & Scenic River)
37	Outdoor Recreation Asset	Lakes Basin Rec Area
38	Outdoor Recreation Asset	Belden – lots of festival, river access, Pacific Crest Trail
39	Outdoor Recreation Asset	Lassen National Forest

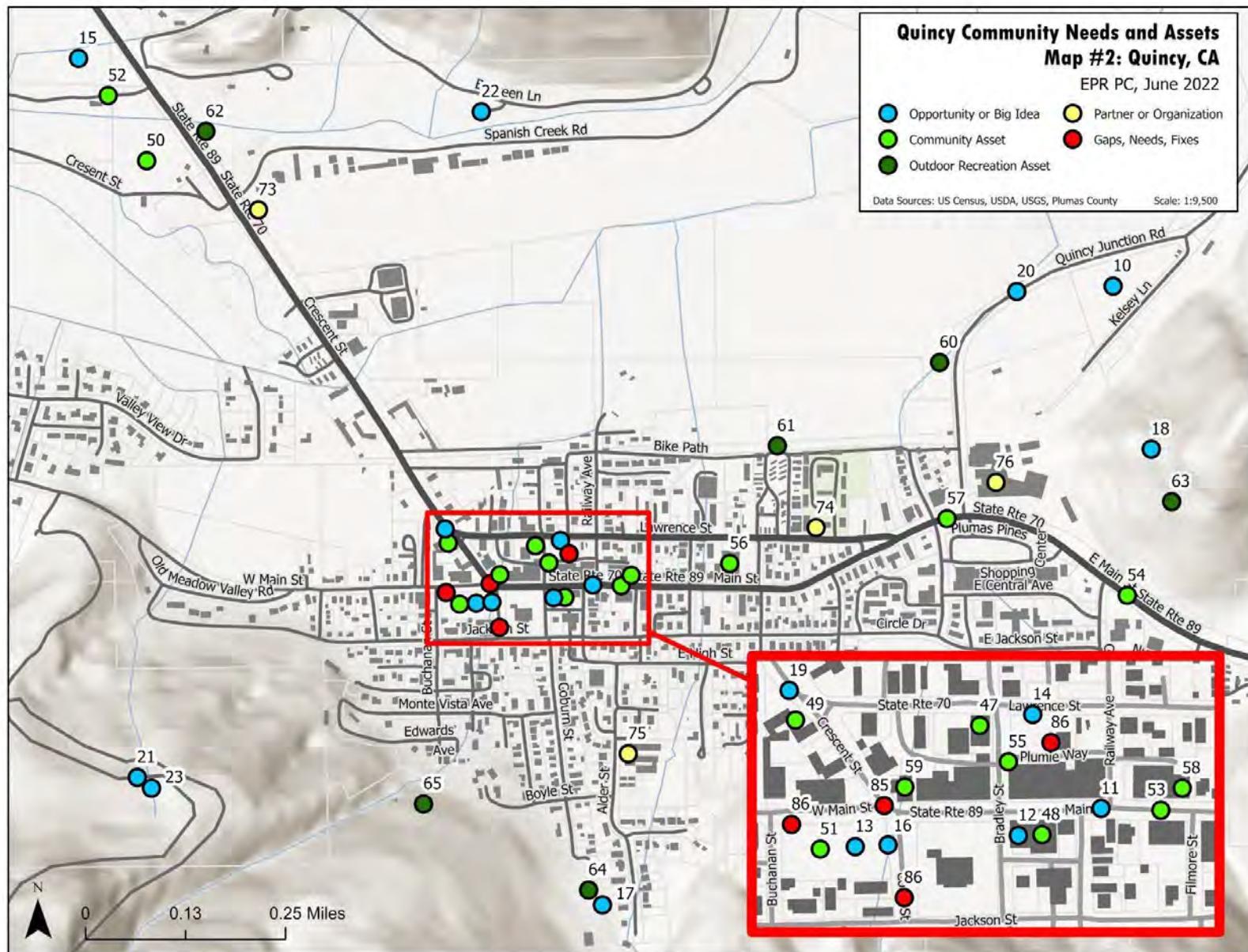
40	Outdoor Recreation Asset	South Park Trailhead – hiking, mountain biking, horseback riding area; connects to Cascade and Monument Peak Trails, among others
41	Outdoor Recreation Asset	Lake Almanor
42	Outdoor Recreation Asset	Bucks Lake
43	Outdoor Recreation Asset	Lake Davis
44	Outdoor Recreation Asset	Butt Valley Reservoir
45	Outdoor Recreation Asset	Mt. Hough's well-maintained trail system draws substantial recreational visitors and economic activity (and great for locals to ride too!)
46	Outdoor Recreation Asset	Access to Pacific Crest Trail for access to wilderness hiking/camping
47	Community Asset	Carey Candy Co.
48	Community Asset	Main Street Artists Gallery is an art exhibit and gallery that was established in 2009; currently, 30 artists and 23 patrons keep the gallery active; perusing stunning art pieces might be one of the most relaxing indoor activities to do when it's raining or cold
49	Community Asset	Gott Powersports
50	Community Asset	Rugged Roots Farm
51	Community Asset	Public restroom
52	Community Asset	River Ranch RV Park
53	Community Asset	Accessible water for both dogs and humans is critical for both visitors and locals alike; businesses that provide access to their outdoor taps along Main Street is great
54	Community Asset	The sidewalk connecting downtown to East Quincy makes the entire community walkable and safe
55	Community Asset	The incredible murals in the town make it feel truly vibrant; also an opportunity for more!
56	Community Asset	Co-op offers a wide variety of items; great place to stop on your way to the lake for a quick snack after recreating
57	Community Asset	Future home of the Quincy Pocket Park; development is funded by the Caltrans Clean CA grant with construction to begin in 2022 and completion by June 2024

58	Community Asset	Feather River Outdoors – having a recreation retailer is critical for a thriving recreation economy
59	Community Asset	West End Theatre provides a perfect space for meetings, classes, events, plays, live music, etc.; Quintopia Brewing is our only local micro-brewery and is a huge asset to our community
60	Outdoor Recreation Asset	Public access to riparian zone is so great to have right within town boundaries
61	Outdoor Recreation Asset	Bike path within town to connect homes with the school, grocery, and main downtown away from cars and with green space is very valued
62	Outdoor Recreation Asset	The off-street access from downtown to Gansner Park provides greenway connectivity to quiet, pristine places and makes this small community truly walkable and bikeable
63	Outdoor Recreation Asset	The Q Trail -- non-motorized trail up to the Q from the Quincy High School upper parking lot, which gains beautiful views of downtown
64	Outdoor Recreation Asset	Hiking established trails in Boyle's Ravine (already established for PUSD students); much of this, I believe, is private land; this would be a HUGE asset for downtown to have immediate hiking trails in this area for all residents and visitors
65	Outdoor Recreation Asset	Another trailhead/existing dirt road here connects to trails above Coburn and Alder Streets
66	Outdoor Recreation Asset	The Community Trail is exactly that – great access to singletrack forest trails from town and does a great job of communicating the importance of ecosystem health in providing benefits for all kinds of community
67	Outdoor Recreation Asset	Agree with this addition and would add that the non-motorized use zone provides a dedicated space to those less comfortable with multi-use spaces
68	Community Asset	I'm hesitant to call Grocery Outlet a boon for the community, but access to affordable groceries, particularly for lower-income households, is critical to keeping this town functional and livable for residents
69	Outdoor Recreation Asset	Disc golf course
70	Outdoor Recreation Asset	Pioneer Park is the only local public pool and the centralized location near the Fairgrounds is ideal; there is also a public pavilion available for rent and a playground for young kids
71	Partner or Organization	Sierra Valley Preserve – trails, learning landscape, visitors center, ADA, seating
72	Partner or Organization	Feather River Land Trust HQ
73	Partner or Organization	Yuba Expeditions/Sierra Buttes! A thriving business, welcoming community, and strong advocate for revitalization of the whole Lost Sierra
74	Partner or Organization	U.S. Forest Service, while a partner in many ways, is great to have located downtown for maps and for info for both locals and visitors

75	Partner or Organization	Quincy Elementary School; existing 6 th grade programs utilizing local trails and watersheds downtown
76	Partner or Organization	Quincy Junior Senior High School; existing mountain bike team using local trails and the Q Trail and Learning Landscapes; potential for great community partnerships with Service
77	Partner or Organization	Plumas Charter School (outdoor education and career & tech education programs)
78	Partner or Organization	Plumas Corp., Sierra Buttes Trail Stewardship, Firesafe Council, RCD
79	Partner or Organization	Sierra Pacific Mill – job creator (Foundation, etc.)
80	Partner or Organization	Central Plumas Recreation Department – manages several county parks and amenities in and around Quincy
81	Gaps, Needs, Fixes	Healthcare/housing
82	Gaps, Needs, Fixes	Broadband is spotty – not available for everyone
83	Gaps, Needs, Fixes	Transportation safety for all modes – different for people to access without car assets
84	Gaps, Needs, Fixes	Respect sacred ridgetops (might now be Turner Ridge w/ DOT, but general) – Coordinate
85	Gaps, Needs, Fixes	Traffic calming
86	Gaps, Needs, Fixes	EV Charging
87	Gaps, Needs, Fixes	The hill that separates Quincy and East Quincy
88	Gaps, Needs, Fixes	Gateway into town – needs to be welcoming, aesthetics are important
89	Gaps, Needs, Fixes	Stone House – private







Value Chain Exercise

This exercise was designed to get workshop participants thinking about what is going on in Quincy and Plumas County around outdoor recreation across the whole value chain, and how those activities could be leveraged for greater economic development and community well-being. Participants took a few minutes to brainstorm on their own about existing businesses/organizations and other partners, initiatives, and resources that fit under each element of the value chain—shown in the colored boxes below—writing their ideas on post-it notes and placing them on value chain posters. This led into small group discussions of existing economic assets, gaps, and opportunities for growth. Participants' ideas are shown on the value chain graphic below.



Action Brainstorm and Prioritization Exercise

The planning assistance team asked workshop participants to brainstorm actions that they felt would help make progress towards each of the workshop goals. Once all participants individually brainstormed their actions, the planning assistance team organized the actions into “categories,” each participant was allocated a set number of votes to indicate which categories of actions they felt were most important to take, and all workshop participants discussed the voting results. Participants then added detail to each priority action to form an action plan. The brainstormed actions for each goal are listed below, along with the number of votes each category received (the red numbers on each action).

Goal 1 (Page 1/2): Recreation Access [[#] = votes from the prioritization exercise]			
Trail Kiosks 27*	Build kiosk(s)/ maps at parks (Pioneer, Dame, Gansner), Oakland Camp, South Park, FRFC (sponsorship)	<i>Language inclusion - Spanish options</i>	Partnerships/ Collaboration 7
<i>Build trail kiosks in Downtown and East Quincy</i>		<i>Provide signage for recreation areas</i>	<i>Consider the possibility of burned & damaged areas being utilized as outdoor classrooms or laboratories for education & rehabilitation</i>
<i>PCT Resources Kiosks at Trailheads. Identify what/who/ where are resources for PCT hikers - get buy-in for support. SPI donation for lumber</i>	Maps, Apps, Signage, Wayfinding 23*	<i>Wayfinding - bridge digital wayfinding's limitations with physical wayfinding solutions</i>	<i>More collaboration between different areas, promoting each other to tourists. Do people in Alomore tell people to check out Quincy & vice versa?</i>
<i>Kiosk/outreach on stewardship (w/ Maidu input)</i>	<i>Make signs (see New Zealand where every town has a 'i' to lead you to info)</i>	<i>Obtain approval from county to build a wayfinding hub at Dame Shirley</i>	<i>Central Plumas Rec. Park District Annex's the entire County through LACFO</i>
<i>Kiosk with nearby trail information & list of businesses by type (food, outdoor stores, business services, etc.)</i>	<i>Signage around town for businesses & outdoor rec. Opportunities (trails, etc.)</i>	<i>Rec Access - provide tourist trail maps & access points to trailheads at kiosks & webpage links to the tourist website</i>	<i>Integrate outdoor recreation planning into hazard mitigation & climate adaptation strategies. How to achieve wildfire resilience & recovery through outdoor recreation?</i>
<i>Install kiosk signs that have united theme. Build additional trails for ADA & families with diversity in mind</i>	<i>Make trail maps with difficulty, length, users, etc. for trail hubs (South Park, Mt. Hough, etc.)</i>	<i>Create awareness of new tourism website when launched for access to info (events, trails, lakes, ledging, etc.)</i>	<i>Codify "sustainable recreation partnership" between public agencies & local districts (USFS, Parks Districts, Transp. Districts, RCDs, state, county. Model after Eastern Sierra</i>
<i>Install map kiosks in downtown Quincy and near Quincy Junction Road</i>	<i>Quincy App? Digitize outdoor re. Experiences in app (different than website). Maybe Outdoor spatial app?</i>	Restrooms 12*	<i>Porta Potties at Oakland Camp</i>

Goal 1 (Page 2/2): Recreation Access [# = votes from the prioritization exercise]**Housing for Tourists/ Campgrounds 5***Identify and develop campground close to downtown Quincy**Provide more campsites in downtown area**Identify number of formal campsites at campgrounds. Analyze trends**Contact FRC to check on availability of student housing assets that can be used as a "hostel"***Events 2***Create festival through FRC ORL**Coordinate annual events throughout the county to encourage sharing of assets (such as facilities and equipment)***User Issues 1***Make some trails on Hought & Claremont non-motorized (not multi-use). Motorized trails are not necessarily good hiking trails**Too many bikes on PCT trail. Needs education & enforcement***Address More Needs 1***Design more winter activities through a snow park**Set aside public parcel w/ hay for an archery range**Provide public transportation to and from trails to town**Visitors/recreation center for youth programs**Build Boyle's Ravine trailhead**Access & equity to outdoor recreation. FRLT could create an ADA trail with a loop trail through Water District & county to Highway 70***Inventory 0***Identify recreation locations**Inventory access points & parking for trails to then increase & improve***Goal 2 (Page 1/1): Tribal Collaboration** [# = votes from the prioritization exercise]**Planning/ Engagement 17****Meet with tribal leaders/consortiums to give them an opportunity to have impact – what do they want to happen?**Inclusion at table for Maidu planning efforts**Center indigenous futures in all aspects of outdoor recreation planning and economic and community development***Trailheads/Signage 12****Provide interpretive trailheads; signage & Maidu history**Signage that share Maidu stories in the present***Interpretive/ Educational Site 12****Collaborate to build a tribal site with education & engagement**Honor place names***Events 9***Connect with MSC & Roundhouse council regarding their events! Ex: Big Times from last weekend**Bring back the pow-wow***History/Culture Info/Stories 4***Have more tribal information around (i.e. history)**Make the tribal history easy to find**PSA/media that shares Maidu stories in the present***Voluntary Visitor Tax 2***Consider "Shuumi" program – similar to East Bay Ohlone Tribe. Voluntary tax for non-indigenous visitors & residents - "gift" to regional tribe***Trail Map 0***Regional trail map with Maidu input*

Goal 3 (Page 1/2): Downtown Revitalization & Connectivity [# = votes from the prioritization exercise]

Visitor Center 28*	Transportation 6	Youth 6
<i>In-person visitor center. Use the Plumas County Museum. Work with Quincy Chambers & Tourism Association</i>	<i>Build a downtown bathroom facility. Identify county funds that could be directed towards that project. Identify builder. Do it!</i>	<i>High school students trained in video production by interviewing elders</i>
<i>Build (or identify an existing building for) a visitor center/recreation hub to centralize info about amenities</i>	<i>Begin planning/construction for restrooms at Dame Shirley plaza</i>	<i>Green Guardians - youth enterprise growing food at 50 Church St. & selling to the food co-op across the street.</i>
<i>Identify potential locations for visitor center in Quincy</i>	<i>Build bathrooms</i>	<i>To provide downtown counseling will not solve problems. Bringing in creative people who can use our recycled items in Quincy and make something out of them (and sell them) will help.</i>
<i>Facilitate a visitor center</i>	<i>Public bathroom/kiosk</i>	<i>Lodging/Deals 6</i>
<i>Provide Quincy (self-serve) welcome center with public restrooms</i>	<i>Provide public restrooms. Increase parking @ trailheads. Increase parking for businesses. Provide additional/improve pedestrian access to West & East Quincy. Install downtown trails linking East and West Quincy</i>	<i>Organize a "weekend package" including rooms, restaurants, hiking/fishing, theater</i>
Bathrooms 21*	<i>Providing small cottage industry to outsource a product will maybe help downtown</i>	<i>Regulation 4</i>
<i>Build a bathroom & visitor center</i>	<i>Provide more access to public restrooms</i>	<i>Have some kind of ordinance for types of businesses that go in downtown</i>
	<i>Dame Shirley bathroom. Begin designing said bathroom</i>	<i>Main Street - Change general plan for future to only allow retail/upstairs housing on 3 blocks of Main Street</i>

Goal 3 (Page 2/2): Downtown Revitalization & Connectivity [# = votes from the prioritization exercise]

EV Charging Downtown 4	Bike Racks and Trails 3	Create Brochure 1	Create an Electricity Micro-Grid Along Main Street Retail Buildings 0
<i>EV charging stations. One at Quintopia Brewery coming up, but we need more</i>	<i>Provide bike racks</i>	<i>Create a simple map: Three-fold brochure to hand out from all hotels, businesses, museum. Includes: trail heads to hike & bike, easy and safe walks in town, businesses, theaters, etc. (see Moscow, Idaho)</i>	<i>Identification of places to beat the heat downtown: shade trees, structures, access to H2O</i>
<i>Get EV charging at fairgrounds</i>	<i>Revitalize bike path between QHS & hospital (shade trees, native plants)</i>		Beating the Heat 0
<i>Coordinate grants for charging stations</i>			
Garbage Cans 3	Office Space Transformed 2	Events 1	Ice Skating Rink 1
<i>Nice-looking garbage cans. Make bear-proof.</i>	<i>Open up retail space by forming more cooperative office space</i>	<i>Build a reputation outside of Quincy as a vibrant community. Action: music events!! With recognized/popular bands outside of High Sierra</i>	<i>Winter outdoor ice skating rink. Portable. For four-season opportunities</i>
<i>Inventory assets and conditions: trash bins, recycling, benches, trees</i>	<i>Focus on placemaking</i>		

Goal 4 (Page 1/2): Business and Economic Development [# = votes from the prioritization exercise]

Tourist Office/Visitor Center 17*	<i>Identify ways to involve KIY in planning/implementation: classroom activities, ambassadors, internships, etc.</i>	Development Opportunities 13*	Support Local Businesses 10
<i>Identify visitor center & staff it</i>	<i>Build recreation and economic development coalition</i>	<i>Build high-density housing, expand work/living options (for example: living above & business below), business diversity - ethnic food!</i>	<i>Support downtown restaurants and create vibrant local food scene</i>
<i>Build rec. center/visitor center community hub</i>	<i>Engage with large landowners and incentivize them to help with our goals to develop downtown</i>	<i>Encourage USFS (or others) to develop more campground around the American Valley area</i>	<i>"Shop Local" campaigns & marketing</i>
Collaboration/Partnerships/Communication 16*	<i>Communicate with all players in Quincy/Plumas County</i>	<i>Create "in-town" camping to serve as visitor accommodations, but also accommodations for displaced resident - fire-related or community evacuation</i>	<i>Strengthen businesses to become more resilient</i>
<i>Visitor center. Small business advisory group. Marketing</i>	<i>Build partnerships with USFS, private landowners, Maidu for recreation opportunities</i>	<i>Create & fund development in vacant lot next to wine bar, including public bathroom and info center and outdoor courtyard</i>	<i>Keep & encourage retail-only businesses in downtown</i>
<i>Better collaboration between ranches (Greenhorn, 20-Mile House, etc.) & downtown businesses for larger weekend wedding parties looking to recreate eat & drink in & around town</i>	<i>Engage with other 9 counties in "North State" Region as defined in state "Community Economic Resilience Fund" to inform regional strategy around common goals/challenges</i>		Programming 6
<i>Create a business discussion forum on a regular schedule</i>	<i>Hug your neighbor - create and cultivate social connections</i>		<i>Package events & activities</i>
			<i>Develop leadership program</i>

Goal 4 (Page 2/2): Business and Economic Development [# = votes from the prioritization exercise]

New Positions 6	Develop a 500-Year Plan for Plumas County (1st in the Nation) 2
<i>Create a position/job to oversee & implement plan</i>	
<i>Hire an Economic Development Director for the county</i>	
<i>Provide a qualified persons to help with grant writing that has the time and will not charge a huge amount of money</i>	Develop FRTA Social Media Toolkit to Promote Website 0
<i>ID visitor center & staff it</i>	Identify Past and Current Grants 0
Incentives 4	
<i>Build in money incentives for businesses & restaurants to open in Quincy</i>	<i>Identify and compile past & current grants applied for and received. What can be leveraged for additional assistance?</i>
<i>Incentive cards to get customers</i>	
<i>Private coupon/incentive cards/ flyers to out-of-town guests that will promote local businesses</i>	

Goal 5 (Page 1/2): Housing [# = votes from the prioritization exercise]			
Build Affordable Housing for Workforce 16*	<i>Encourage development by loosening regulations</i> <i>Housing action: loosening regulations for immediate build opportunities while identifying available funding</i>	Increase RV and Camping Capacity 15* <i>Increase capacity of RV parks and campgrounds</i>	<i>Develop subgroup (county, businesses, employers, and Forest Service) to come up with some temporary housing options</i>
<i>Affordable housing for teachers & first responders on county-owned property. Examples exist.</i>		<i>Camping options in downtown Quincy</i>	Address Airbnbs 6 <i>Encourage Plumas County Board of Supervisors to adopt an ordinance for Airbnbs</i>
<i>Move businesses in downtown apartment buildings to East Quincy to open up opportunities for long-term housing</i>	<i>Write regulations that address short-term rentals and their impact on available housing inventory</i>	<i>Housing - create RV areas - county</i>	<i>Develop alternative to Airbnb/Vrbo for short term rentals and funds go towards subsidized affordable housing</i>
<i>The 110-acre hill (Cemetery Hill) is for sale for under \$200k. The county could do subsidized housing for public sector workers</i>	<i>Work with Plumas County Community Development to promote a high-density residential development in Quincy</i>	<i>Develop Greenville campground into an RV park with utilities for temporary housing needs</i>	<i>Collaborate with other nearby counties on best practices for short-term rentals</i>
Update Regulations 13*	<i>Re-examine zoning in and around American Valley for housing</i> <i>Updating county code to permit lot-intensity campgrounds (i.e. Hipcamp) to generate tourism and alleviate pressure on existing camping assets</i>	Convene a Small Working Group on Housing Needs and Plans 11 <i>Major & other employers develop & coordinate housing planning via Chamber led by FRC, County, PUSD, Bank, PNF, & others</i>	<i>Short-term housing options to free up long-term options</i>
<i>Support Plumas County Building Department's project to offer pre-approved residential building plans</i>	<i>Make it easier to build and obtain permits, etc.</i>		Access to Grants for Funding Housing Expansion 6
<i>Explore and publicize constraints to the construction of single- and multi-family housing. Find ways to minimize these constraints</i>	<i>Promote interest in improving housing options and housing security for both visitors and residents</i>		

Goal 5 (Page 2/2): Housing [# = votes from the prioritization exercise]			
Support Additional College Student Housing 6	Identify Current and Future Locations for Housing 3	Offer Tax Incentive 2	
<i>Encourage FRC to develop more housing on campus</i>	<i>Identify properties within the American Valley that would be suitable for multi-family, affordable housing</i>	<i>Approach landowners with incentives to buy their land (Harlem Club)</i>	
Address Short-Term Rental Needs 4	<i>Identify capacity, number of beds/rooms for short-term and long-term stays</i>	<i>Propose local tax structure to incentivize long-term rentals and collect more tax from Airbnbs (not hotels)</i>	
<i>Transient housing to accommodate travelers/visitors & contractors. Expand RV parks</i>	<i>Survey of available land suitable for development</i>		
<i>Connect with Dixie Fire group on how they're addressing short/long-term housing (for contractors, etc.)</i>	<i>Identify potential locations for housing</i>		
<i>Explore the possibility of using FRC dorms for temp summer worker housing</i>	<i>Old downtown trailer park purchased by Plumas Resource Center. What is happening?</i>		

Offers and Asks

At the conclusion of the workshop, each participant shared one offer, something they can or would like to provide to advance the action plan, and one ask, what they hope or expect from the process moving forward.

Offers:

- Steph Bertaina offers to help see the action plan through, connect Steering Committee with Joshua Schwartz, and connect with RERC communities.
- Amber Hughes (Feather River Food Co-op) offers volunteer time, to participate in meetings, a meeting space, networking, help working with Quincy Downtown group and Economic Development group, and outreach.
- Michelle Fulton offers time towards effort, to participate in future meetings, volunteering in places that seem appropriate, and a meeting space at the MV Social Club.
- Coco Rios Escobar offers knowledge, programming, resources, and conversations surrounding local food security efforts (“I work for a local farm, Rugged Roots, run by the non-profit Lost Sierra Food Project”).
- Erika Brenzovich (Plumas National Forest) offers office meeting spaces (for small groups) and to participate and play a lead role in bringing stakeholders for recreational meetings.
- Chuck Leonhardt offers to addend the housing workshop and subsequent group meetings, to reach out to Plumas County Community Development Commission for federal funding.
- Jessie Mazar offers to be a part of an economic development collaborative and to work in outreach.
- Clint Koble (clint.koble@gmail.com, 775-843-4081) offers his assistance in economic recovery and development and to give some ideas on winter recreation.
- Jeff Kepple offers significant experience working with groups with different agendas and mission to accomplish good things that require compromise.
- Kevin Danaher (415-902-9796) offers firewood, real estate development experience, and his free book at kevindanaher.org.
- Kristy Hoffman (SNC) offers a free grant-writing workshop, eventual project-specific funding, and her time and energy.
- Tracey Ferguson offers County support from departments & leadership help as needed.
- Edie O'Connor (edie@dramaworks.us) offers to continue writing grants.
- Ricardo Jacobus offers a central gathering space with entertainment and food for the community.
- Bobby Gott offers more time and knowledge based off his position in the community.
- Kristy Hoffman (Sierra Nevada Conservancy) offers free grant writing workshops.
- Amy Carey offers a meeting space to support various groups during and after regular business hours.
- DeeDee Driscoll offers anything to help with revitalization of Quincy.
- Stephanie Tanaka offers her time and energy to be part of the planning process.

- Lisa Kelly offers communication and facilitation resources.
- Suzanne Stirling (394-7861) offers time, her attendance, and to do research.
- Tan Hoang offers to identify similar communities that face similar challenges, including those that faced disaster recovery issues, and to facilitate peer-to-peer connections.
- Earl Thompson (West End Theatre) offers a 100-seat, black-box theatre/meeting space.
- John Kolb offers his availability to investigate possibilities for restrooms, kiosks, and a visitors' center and would like to find out what funding opportunities are/will be available to support these improvements.
- Cecilia Hewitt offers to listen, think, and share more ideas.
- Dayne Lewis offers to help advance and provide solutions to close the gap between long- and short-term housing by providing transient lodging and booking in the camping options closer to town, and to provide a gateway and welcome for people traveling to the area by providing a place for them to stay and enjoy.
- Kristin Van Fleet offers NPS-RTCA support with implementation of individual action items that relate to their expertise and mission – could be facilitation for rec collaboration or support for mapping, inventory, wayfinding, signage, planning, etc.
- Helen Lewis offers time, energy, and help in trail work and in developing a youth program.
- James Shipp offers his time and energy.

Asks:

- Steph Bertaina asks for people to stay engaged.
- Amber Hughes (Feather River Food Co-op) asks to see how grants are applied, for action, for implementation, and to see committees meeting regularly.
- Michelle Fulton asks for hope, action, consistent efforts and follow-through, and handlers.
- Coco Rios Escobar asks for a variety of voices to be heard and represented.
- Lara Wheeler (Rebuilding Greenville) asks the organizations that received part of the Dixie Fire \$17 million settlement for non-profits state what they will do to help Greenville, Canyon Dam, Indian Falls, and Warner Valley.
- Erika Brenzovich (Plumas National Forest) asks for continued collaboration and networking.
- Jessie Mazar asks for follow-up and for an opportunity to stay involved in the decision-making process.
- Clint Koble (clint.koble@gmail.com, 775-843-4081) asks to meet twice per year – late October and the middle of February.
- Jeff Kepple asks for ice cream and friendly and open-minded collaboration/cooperation to make our community a better place.
- Kevin Danaher (415-902-9796) asks for kindness toward all living things.
- Kristy Hoffman (Sierra Nevada Conservancy) asks for a collaborative plan or eventual list of priority projects that can be used to seek funding.

- Tracey Ferguson asks to incorporate JEDI concepts (Justice, Diversity, Equity, Inclusion) and for the incorporation of an indigenous land acknowledgement at the beginning of meetings.
- Riccardo Jacobus asks for community engagement and funding.
- Bobby Gott asks for results.
- Amy Carey asks at least one idea comes to fruition and for everyone to see collaboration as a key to their healthy future.
- DeeDee Driscoll asks for Quincy to be more of a community that can and will work together to enhance each group and business for tourism.
- Stephanie Tanaka asks for resolution and movement.
- Lisa Kelly asks for action.
- Suzanne Stirling (394-7861) asks for sustainability and action and to be heard and supported.
- Tan Hoang asks for everyone to not be afraid to ask “stupid” questions (you never know who’s interested in helping).
- Earl Thompson (West End Theatre) asks for sustainability and support of the local theatre and non-profit Dramaworks.
- Dayne Lewis asks for networking opportunities and help with permitting process.
- Kristin Van Fleet asks to remember NPS-RTCA as a potential resource for community outdoor rec and/or conservation efforts.
- Helen Lewis asks to keep up the momentum and to keep developing stronger partnerships.
- James Shipp asks for follow-up.

APPENDIX C: FUNDING AND TECHNICAL ASSISTANCE

This compendium of funding and technical assistance resources was developed for the Recreation Economy for Rural Communities planning assistance program sponsored by the U.S. Environmental Protection Agency, the USDA Forest Service, the Northern Border Regional Commission, and the Appalachian Regional Commission. For more information on the Recreation Economy for Rural Communities Program, visit:

<https://www.epa.gov/smartgrowth/recreation-economy-rural-communities>

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COVID-19 Pandemic Assistance

America Outdoors – COVID-19: America Outdoors has summarized many resources to support the outdoor recreation industry during the COVID-19 crisis, including guidance documents, best practices, and funding resources.

<https://www.americaoutdoors.org/covid-19/>

Forbes – List of Coronavirus (COVID-19) Small Business Loan and Grant Programs: Forbes compiled a list of loans and grants available to small businesses to recover from the COVID-19 crisis.

<https://www.forbes.com/sites/advisor/2020/04/10/list-of-coronavirus-covid-19-small-business-loan-and-grant-programs/?sh=78255b63cc4b>

Go Fund Me – Coronavirus Relief for Small Businesses: Six Ways to Get Help: An article that summarizes help that is available to small businesses during the COVID-19 crisis.

<https://www.gofundme.com/c/blog/coronavirus-relief-small-businesses>

Travel Oregon – COVID-19 Toolkit: This toolkit includes links to federal and other resources available for communities impacted by COVID-19. While focused on Oregon, there is a link to “Federal Resources” that can be helpful for any community.

<https://industry.traveloregon.com/opportunities/marketing-co-ops-toolkits/toolkits/covid-19-toolkit/>

USDA Rural Development – COVID-19 Federal Rural Resource Guide: USDA Rural Development has taken a number of immediate actions to help rural residents, businesses, and communities affected by the COVID-19 crisis.

<https://rd.usda.gov/coronavirus>

https://rd.usda.gov/sites/default/files/USDA_COVID-19_Fed_Rural_Resource_Guide.pdf

U.S. Small Business Administration – Paycheck Protection Program: This SBA loan helps businesses keep their workforce employed during the COVID-19 crisis.

<https://www.sba.gov/funding-programs/loans/coronavirus-relief-options/paycheck-protection-program>

Federal Funding and Technical Assistance

Appalachian Regional Commission (ARC): ARC is an economic development partnership agency of the federal government and 13 state governments focusing on 420 counties across the Appalachian Region. ARC’s mission is to innovate, partner, and invest to build community capacity and strengthen economic growth in Appalachia. The Area Development program relies on a flexible “bottom up” approach to economic

development, empowering Appalachian communities to work with their state governments to design impactful investment opportunities supporting ARC's mission and investment priorities. ARC's Area Development program makes investments in two general areas: critical infrastructure and business and workforce development. Critical infrastructure investments mainly include water and wastewater systems, transportation networks, broadband, and other projects anchoring regional economic development. Business and workforce investments primarily focus on entrepreneurship, worker training and education, food systems, leadership, and other human capital development. In addition, ARC invests in Business Development Revolving Loan Funds to help the Region's smaller businesses access capital. All ARC Area Development grant proposals originate at the state level in consultation with the ARC state program manager.

- ARC's service area:
<https://www.arc.gov/about-the-appalachian-region/>
- ARC's investment priorities:
<https://www.arc.gov/investment-priorities/>
- ARC's Business Development Revolving Loan Funds:
<https://www.arc.gov/resource/arc-business-development-revolving-loan-fund-grant-guidelines/>
- ARC State Program Managers:
https://www.arc.gov/state_partner_role/state-program-manager/

Appalachian Regional Commission (ARC) – READY Appalachia: READY Appalachia is ARC's new community capacity-building initiative offering flexible funding to organizations in four key economic development pillars: nonprofits, community foundations, local governments, and Local Development Districts, and free training to the Appalachians that work for them. Participants in each READY Appalachia learning track access 10 weeks of cohort-based learning, skill development, and grant opportunities to increase their capacity to solve pressing issues and create positive economic change.

<https://www.arc.gov/ready/>

National Endowment for the Arts—Our Town: Our Town is the NEA's creative placemaking grants program. Through project-based funding, the program supports activities that integrate arts, culture, and design into local efforts that strengthen communities. Our Town projects advance local economic, physical, or social outcomes in communities, ultimately laying the groundwork for systems change and centering equity. These projects require a partnership between a nonprofit organization and a local government entity, with one of the partners being a cultural organization. Grants range from \$25,000 to \$150,000, with a minimum cost share/match equal to the grant amount.

<https://www.arts.gov/grants/our-town>

National Fish and Wildlife Foundation – Grant Opportunities: The National Fish and Wildlife Foundation provides funding on a competitive basis to projects that sustain, restore and enhance our nation's fish, wildlife and plants, and their habitats.
<https://www.nfwf.org/apply-grant>

National Park Service (NPS) – Community Assistance: This website provides an overview and links to NPS funding, project assistance, and special designation programs that are available to the public and community groups.

<https://www.nps.gov/articles/community-assistance-national-regional-programs.htm>

National Park Service (NPS) – Federal Land Acquisition: The Federal portion of the Land and Water Conservation Fund is used to acquire lands, waters, and interests therein necessary to achieve the natural, cultural, wildlife, and recreation management objectives of the National Park Service.

<https://www.nps.gov/subjects/lwcf/federalside.htm>

National Park Service (NPS) – Historic Preservation Grant Programs: The NPS Historic Preservation Grant Programs can assist communities with a variety of historic preservation and community projects focused on heritage preservation.

<https://www.nps.gov/orgs/1623/whatwedo.htm>

National Park Service (NPS) – Land and Water Conservation Fund: The Land and Water Conservation Fund provides grants to states for park and recreation-related land acquisition and development. Individual state pages for LWCF funding are most helpful.
<https://www.nps.gov/subjects/lwcf/stateside.htm>

National Park Service (NPS) – Outdoor Recreation Legacy Partnership (ORLP) Program: ORLP is a nationally competitive grant program that delivers funding to urban areas – jurisdictions of at least 50,000 people – with priority given to projects located in economically disadvantaged areas and lacking in outdoor recreation opportunities. These awards help underserved communities address outdoor recreation deficits by supporting projects in cities and densely populated urbanized areas that create new outdoor recreation spaces, reinvigorate existing parks, and form connections between people and the outdoors.

<https://lwcfcoalition.org/orlp>

National Park Service (NPS) – Rivers, Trails, and Conservation Assistance Program (RTCA): RTCA Supports community-led conservation and outdoor recreation projects

across the country. RTCA's network of planning and design professionals collaborate with community groups, nonprofits, tribes, and state and local government to design trails and parks, conserve and improve access to waterways, and protect special places.

www.nps.gov/rtca

National Telecommunications and Information Administration – Internet for All: Funding has been provided with the goal of connecting everyone in America to affordable, reliable high-speed internet. This multi-agency effort sponsors programs that support high-speed internet planning, infrastructure, and adoption.

<https://www.internetforall.gov/programs>

Northern Border Regional Commission (NBRC): The NBRC provides grants in support of community and economic development projects (including outdoor recreation) across a region that includes much of Maine, New Hampshire, New York, and all of Vermont. NBRC's largest annual grant opportunity is the State Economic & Infrastructure Development (SEID) program, which funds projects up to \$1 million (for true infrastructure), or \$350,000 (for non-infrastructure) per project. The SEID opportunity typically opens in March/April, with applications due in May, and awards made in early fall. For updates on funding opportunities, and a comprehensive listing of projects previously funded, please see NBRC's website.

<https://www.nbrc.gov>

U.S. Department of Housing and Urban Development – Continuum of Care: The U.S. Department of Housing and Urban Development (HUD) released a first-of-its-kind package of resources to address unsheltered homelessness and homeless encampments, including funds set aside specifically to address homelessness in rural communities. The \$322 million available under this NOFO will enhance communities' capacity to humanely and effectively address unsheltered homelessness by connecting vulnerable individuals and families to housing, healthcare, and supportive services. This Special NOFO strongly promotes partnerships with healthcare organizations, public housing authorities and mainstream housing providers, and people with lived expertise of homelessness.

https://www.hud.gov/program_offices/comm_planning/coc/specialCoCNOFO

U.S. Department of Transportation—Pedestrian and Bicycle Funding Opportunities: The link below will take you to a table that indicates potential eligibility for pedestrian and bicycle activities and projects under U.S. Department of Transportation surface transportation funding programs. Activities and projects need to meet program eligibility requirements. Project sponsors should integrate the safety, accessibility, equity, and convenience of walking and bicycling into surface transportation projects.

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/funding_opportunities.pdf

U.S. Department of Transportation – RAISE Grants: This program helps communities around the country carry out projects with significant local or regional impact. RAISE discretionary grants, which were originally created under the American Recovery and Reinvestment Act as TIGER grants, can be used for a wide variety of projects. Recent examples of funded projects include dedicated bus lanes in Baltimore, highway and bridge repair in New Mexico, dock replacements in Alaska, and a rail-to-trail project in Arkansas. Overall, USDOT has awarded \$9.9 billion to more than 700 projects.

<https://www.transportation.gov/RAISEgrants>

U.S. Department of Transportation – Reconnecting Communities Pilot Program: The first-ever Federal program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure. Eligible facilities can be a highway, including a road, street, or parkway or other transportation facility, such as a rail line, that creates a barrier to community connectivity, including barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors. Funding supports planning grants and capital construction grants, as well as technical assistance, to restore community connectivity through the removal, retrofit, mitigation, or replacement of eligible transportation infrastructure facilities.

<https://www.transportation.gov/grants/reconnecting-communities>

U.S. Department of Transportation – Rural Opportunities to Use Transportation for Economic Success (ROUTES): An initiative to address disparities in rural transportation infrastructure by developing user-friendly tools and information, aggregating DOT resources, and providing technical assistance. The ROUTES Initiative aims to ensure rural transportation infrastructure's unique challenges are considered in order to meet priority transportation goals of safety, mobility, and economic competitiveness.

<https://www.transportation.gov/rural>

U.S. Department of Transportation – Safe Streets and Roads for All (SS4A): This is a discretionary program with \$5 billion in appropriated funds over the next 5 years. In fiscal year 2022 (FY22), up to \$1 billion is available. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The following activities are eligible for the SS4A program: Develop or update a comprehensive safety action plan (Action Plan); Conduct planning, design, and development activities in support of an Action Plan; Carry out projects and strategies identified in an Action Plan.

<https://www.transportation.gov/grants/SS4A>

U.S. Department of Transportation – Thriving Communities Program: The Thriving Communities Program (TCP) aims to ensure that disadvantaged communities adversely or disproportionately affected by environmental, climate, and human health policy outcomes have the technical tools and organizational capacity to compete for federal aid and deliver quality infrastructure projects that enable their communities and neighborhoods to thrive.

<https://www.transportation.gov/grants/thriving-communities>

U.S. Department of Transportation Federal Highway Administration – Federal Lands Access Program: Improves transportation facilities that provide access to, are adjacent to, or are located within Federal lands. Funds, distributed among States by formula, supplement State and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators.

<https://flh.fhwa.dot.gov/programs/flap/>

U.S. Department of Transportation Federal Highway Administration – Recreational Trails Program: The Recreational Trails Program provides funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. Each State administers its own program, usually through a State resource agency, and has a state coordinator.

https://www.fhwa.dot.gov/environment/recreational_trails/rtpstate.cfm

<http://www.recreationaltrailsinfo.org/>

U.S. Department of Transportation Federal Highway Administration – Transportation Alternatives Set-Aside: These set-aside funds from the Surface Transportation Block Grant (STBD) program funding include all projects and activities that were previously eligible under the Transportation Alternatives Program, encompassing a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity.

<https://www.fhwa.dot.gov/fastact/factsheets/transportationalternativesfs.cfm>

U.S. Economic Development Administration (EDA) – Economic Development Integration (EDI) Funding and Resources: EDA's Economic Development Integration (EDI) team works with a wide range of federal partners to help communities access programs and coordinate resources to optimize federal assistance. The funding and resources page

provides useful and relevant information about tools and funding opportunities available to communities.

<https://eda.gov/integration/funding-resources/>

U.S. Economic Development Administration (EDA) – Local Technical Assistance and Short Term Planning: Through its Planning and Local Technical Assistance programs, EDA assists eligible recipients in developing economic development plans and studies designed to build capacity and guide the economic prosperity and resiliency of an area or region.

- Local Technical Assistance: The Local Technical Assistance program strengthens the capacity of local or State organizations, institutions of higher education, and other eligible recipients to undertake and promote effective economic development programs through projects such as feasibility studies, market research impact analyses and other projects leading to local economic development.
- Short Term Planning: The Planning program helps support organizations, including District Organizations, Indian Tribes, and other eligible recipients, with Short Term and State Planning investments designed to guide the eventual creation and retention of high-quality jobs, particularly for the unemployed and underemployed in the Nation's most economically distressed regions.

<https://www.eda.gov/funding-opportunities/>

U.S. Environmental Protection Agency (EPA) – Brownfields Program: EPA's Brownfields Program provides direct funding for brownfields assessment, cleanup, revolving loans, environmental job training, technical assistance, training, and research. To facilitate the leveraging of public resources, EPA's Brownfields Program collaborates with other EPA programs, other federal partners, and state agencies to identify and make available resources that can be used for brownfield activities.

<https://www.epa.gov/brownfields/types-epa-brownfield-grant-funding>

U.S. Environmental Protection Agency – Clean Water State Revolving Fund (CWSRF): The Clean Water State Revolving Fund (CWSRF) program is a federal-state partnership that provides communities low-cost financing for a wide range of water quality infrastructure projects.

<https://www.epa.gov/cwsrf>

U.S. Environmental Protection Agency (EPA) – The Environmental Justice Thriving Communities Technical Assistance Centers (EJ TCTAC) Program: EPA's new EJ Thriving Communities Technical Assistance Centers Program will establish technical assistance centers across the nation providing technical assistance, training, and related support to

communities with environmental justice concerns and their partners. The services provided will include training and assistance on writing grant proposals, navigating federal systems such as Grants.gov and SAM.gov, effectively managing grant funds, community engagement, meeting facilitation, and translation and interpretation services for limited English-speaking participants.

<https://www.epa.gov/environmentaljustice/environmental-justice-thriving-communities-technical-assistance-centers>

U.S. Environmental Protection Agency (EPA) – The Environmental Justice Collaborative Problem-Solving (CPS) Cooperative Agreement Program: EPA's EJ Collaborative Problem-Solving Cooperative Agreement Program provides funding for eligible applicants for projects that address local environmental and public health issues within an affected community. The CPS Program assists recipients in building collaborative partnerships to help them understand and address environmental and public health concerns in their communities.

<https://www.epa.gov/environmental-justice/environmental-justice-collaborative-problem-solving-cooperative-agreement-0>

U.S. Environmental Protection Agency (EPA) – The Environmental Justice Small Grants Program: EPA's EJ Small Grants Program supports and empowers communities working on solutions to local environmental and public health issues. The program is designed to help communities understand and address exposure to multiple environmental harms and risks.

<https://www.epa.gov/environmentaljustice/environmental-justice-small-grants-program>

U.S. Environmental Protection Agency (EPA) – Office of Community Revitalization: EPA's Office of Community Revitalization works with communities to help them grow in ways that expand economic opportunity while protecting human health and the environment. The Office of Community Revitalization conducts research; produces reports and other publications; provides examples of outstanding smart growth communities and projects; and works with tribes, states, regions, and communities through grants and technical assistance programs on a range of smart growth topics.

<https://www.epa.gov/smartgrowth>

U.S. Environmental Protection Agency (EPA) – The State Environmental Justice Cooperative Agreement Program (SEJCA): EPA's State Environmental Justice Cooperative Agreement Program provides funding to eligible applicants to support and/or create model state activities that lead to measurable environmental or public health results in communities disproportionately burdened by environmental harms and risks. These models should leverage or utilize existing resources or assets of state agencies to

develop key tools and processes that integrate environmental justice considerations into state governments and government programs.

<https://www.epa.gov/environmentaljustice/state-environmental-justice-cooperative-agreement-program>

USDA Forest Service – Citizen Science Competitive Funding Program: Citizen Science Competitive Funding Program (CitSci Fund) was launched in 2017 to support innovative projects that address science and resource management information needs while connecting people to the land and one another. It is an opportunity for USDA Forest Service units and partners to apply for up to \$60,000 over the course of 6 years for collaborative citizen science projects.

<https://www.fs.usda.gov/working-with-us/citizen-science/competitive-funding-program>

USDA Forest Service – Community Forest & Open Space Program: The Community Forest and Open Space Conservation Program provides financial assistance grants to local governments, Indian tribes, and qualified nonprofit organizations (including land trusts) to establish community forests that provide defined public benefits such as recreational opportunities, the protection of vital water supplies and wildlife habitat, demonstration sites for private forest landowners, economic benefits from timber and non-timber products.

<https://www.fs.usda.gov/managing-land/private-land/community-forest/program>

USDA Forest Service – Forest Legacy Program: The Forest Legacy Program is a conservation program administered by the USDA Forest Service that provides grants to state agencies to permanently conserve important forest lands that support strong markets for forest products, protect air and water quality, provide recreational opportunities, and sustain important fish and wildlife habitat.

<https://www.fs.usda.gov/managing-land/private-land/forest-legacy>

USDA Forest Service – Forest Stewardship Program: The Forest Stewardship Program (FSP) works in partnership with state forestry agencies, cooperative extensions, and conservation districts to connect private landowners with the information and tools they need to manage their forests and woodlands. FSP works to assist landowners to actively manage their land and related resources, keep land in a productive and healthy condition for present and future owners and increase economic benefits of land (e.g., timber harvesting) while conserving the natural environment. FSP also helps landowners identify goals for their land and the management activities needed to realize them.

<https://www.fs.usda.gov/managing-land/private-land/forest-stewardship/>

USDA Forest Service – Regional Research Stations: Forest Service R&D research needs to reflect the diversity of natural resources across the country. To accomplish this, research is conducted at nearly 80 locations across the United States, organized around five regional research stations plus the International Institute of Tropical Forestry in Puerto Rico and the Forest Products Laboratory in Madison, Wisconsin. R&D laboratories are complemented by a network of 80 experimental forests. In addition, R&D research includes collaborations in other countries.

<https://www.fs.usda.gov/research/stations>

USDA Forest Service – Urban & Community Forestry Program: The Urban and Community Forestry Program supports the health of all our nation's forests by creating jobs, contributing to vibrant regional wood economies, enhancing community resilience, and preserving the unique sense of place in cities and towns of all sizes. By working with our state partners to deliver information, tools and financial resources, the program supports fact-based and data-driven best practices in communities, maintaining, restoring, and improving the more than 140 million acres of community forest land across the United States. Technical support is provided to communities by state forestry agencies and non-profit partners for local actions, such as conducting tree inventories, preparing management plans and policies, and planting and caring for trees.

<https://www.fs.usda.gov/managing-land/urban-forests/ucf>

USDA Forest Service and American Indian Alaska Native Tourism Association (AIANTA) – NATIVE Act: This program will award grants of up to \$250,000 out of a total funding amount of approximately \$900,000 and is intended to advance the intent and purpose of the NATIVE Act through supporting and investing in efforts to enhance and integrate cultural tourism/cultural recreation to empower Native American communities and to advance the National Travel and Tourism Strategy. The program seeks applications from Tribal Nations, Tribal Enterprises and native nonprofits that border and/or have historic ties to USFS managed lands and USFS Regions.

<https://www.aianta.org/request-for-proposal-us-forest-service-aianta-native-act-grant/>

USDA Natural Resources Conservation Service (NRCS): The NRCS has several grants and technical assistance programs that support community conservation efforts. Some of them include:

- Conservation Technical Assistance: NRCS can provide farmers and landowners technical assistance to manage their natural resources in a responsible and sustainable way.
- Environmental Quality Incentives Program (EQIP): Provides landowners and land managers with financial assistance to address natural resource concerns on private, working lands through conservation practices. Issues addressed can

include soil erosion, water quality impacts, soil quality degradation (soil compaction, soil productivity/health), low plant productivity, and degraded wildlife habitat.

- Conservation Stewardship Program (CSP): Provides financial assistance to conservation minded agricultural and forestry producers by paying for existing conservation activity AND for newly adopted conservation measures. Adopting a new conservation activity is a requirement for program participation.

<https://www.nrcs.usda.gov/wps/portal/nrcs/site/national/home/>

USDA Rural Development – Business and Industry Loan Guarantees: Provide guarantees on loans made by private lenders to help new and existing businesses gain access to affordable capital by lowering the lender's risk and allowing for more favorable interest rates and terms.

<https://www.rd.usda.gov/programs-services/business-industry-loan-guarantees/>

USDA Rural Development – Community Facilities Program: Provides affordable loans, loan guarantees, and grants to construct, expand, or improve facilities that provide essential public services in rural areas, such as health care, education, public safety, and others.

<https://www.rd.usda.gov/programs-services/all-programs/community-facilities-programs>

USDA Rural Development – Rural Business Development Grants: Help small and emerging private businesses and/or nonprofits in rural communities startup or expand businesses. Funds may be used to acquire or develop land, buildings, plants, and equipment; build or improve access roads, parking areas, utility extensions, and water and waste disposal facilities; provide technical assistance; establish revolving loan funds; and support rural distance learning programs that provide educational or job training.

<https://www.rd.usda.gov/programs-services/rural-business-development-grants>

USDA Rural Development – Single Family Housing Programs: Provide loans, loan guarantees, and grants to give families and individuals the opportunity to buy, build, repair, or own safe and affordable homes located in rural America. Eligibility for these loans, loan guarantees, and grants is based on income and varies according to the average median income for each area.

<https://www.rd.usda.gov/programs-services/all-programs/single-family-housing-programs>

USDA Rural Development – Summary of Major Programs: A summary document that catalogs the more than 40 programs USDA has to support rural America, including

telecommunications, electric, community facilities, water and environment, business and cooperative programs, and single and multi-family housing programs.

https://www.rd.usda.gov/files/RD_ProgramMatrix.pdf

USDA Rural Development – Telecom Programs: Loans and grants to build and expand broadband networks in eligible rural areas. Loans build broadband networks and deliver service to rural households and businesses and provide capital for rural telecommunications companies and broadband providers. Grants are reserved for communities with the highest need.

<https://www.rd.usda.gov/programs-services/all-programs/telecom-programs>

USDA Rural Development – Water and Waste Disposal Loan and Grant Programs: Provides funding for clean and reliable drinking water systems, sanitary sewage disposal, sanitary solid waste disposal, and storm water drainage to households and businesses in eligible rural areas.

<https://www.rd.usda.gov/programs-services/water-waste-disposal-loan-grant-program>

U.S. Small Business Administration (SBA): Created in 1953, SBA helps small business owners and entrepreneurs pursue the American dream. The SBA is the only cabinet-level federal agency fully dedicated to small businesses and provides counseling, capital, and contracting expertise as the nation's only go-to resource and voice for small businesses. If you need access to capital to help you achieve your business goals, the SBA offers various funding programs for all business types. Whether you need to create a successful business plan, get expert advice on expanding your business, or train your team, SBA's resource partner network is here to help!

- For Funding Programs: <https://www.sba.gov/funding-programs>
- For Local Assistance visit: <https://www.sba.gov/local-assistance/find?address=87107&pageNumber=1>

Non-Federal Funding and Technical Assistance

AARP Community Challenge Grants: These grants fund projects that help communities make immediate improvements and jump-start long-term progress towards livability for people of all ages in communities across the nation. 2019 projects were designed to create vibrant public places, demonstrate the tangible value of "Smart Cities," deliver a range of transportation and mobility options, and/or support the availability of a range of housing choices.

<https://www.aarp.org/livable-communities/community-challenge/>

America Walks – Technical Assistance for Walkable Communities: America Walks provides technical assistance and “rapid-response” services at no charge. We regularly receive questions on a variety of walking topics, including starting community groups, getting a crosswalk installed, passing a Vision Zero policy, and more. We respond with advice, best practices, case studies, and provide connections to other practitioners.

<https://americawalks.org/programs/technical-assistance-for-walkable-communities/>

American Trails – Legacy Trails Grant Program: American Trails has partnered with the U.S. Forest Service to create the Legacy Trails Grant Program. The goal of the program is to support projects that restore, protect, and maintain watersheds on our national forests and grasslands. The Forest Service identifies and prioritizes watershed acres or areas where Forest Service roads and trails may impact water quality in streams and water bodies. American Trails will be looking to fund projects that restore fish and aquatic organism passage, improve trail resiliency, preserve trail access, decommission unauthorized trails, and convert unneeded Forest Service roads to trails. American Trails is administering this grant program, and is soliciting applications for funding, with awards up to \$100K per project.

<https://www.americantrails.org/legacy-trails-program>

Bass Pro Shops & Cabela's: Together with their partners in conservation, Bass Pro Shops and Cabela's are working to positively shape the future of the outdoors through donations, grant-making and advocacy. They invest in programs and initiatives aimed at conserving wildlife and habitat, connecting new audiences to the outdoors, advocating for access and sportsmen's rights, supporting military and veterans, and strengthening communities in the Missouri Ozarks.

<https://about.basspro.com/community/support/?lcab.rdr=TRUE>

Blue Zones – Made to Move: The Made to Move program is a competitive funding opportunity created to assist communities in advancing active transportation through local project development, implementation, and supporting policies. With the ultimate goal of promoting more walkable, bikeable, transit-friendly environments for all ages, incomes, and abilities, this funding opportunity will be awarded to five mid-sized communities in the United States. Each community will receive \$100,000 plus technical assistance from the Blue Zones, LLC, built environment team.

<https://www.bluezones.com/made-to-move/>

Causality Brand Grant: Causality offers both full (pro bono) and matching (partial, funding requirement of 50 percent) service grants to nonprofits for brand marketing and creative services such as brand assessment and development, identity design or

logo refresh, marketing materials, marketing campaign development, website design and build, digital/social media graphics, and more.

<https://www.causalitybrandgrant.com/>

Cliff Family Foundation: The Cliff Family Foundation awards grants on an annual basis for general operational support as well as for specific projects. The Foundation's funding priorities include strengthening foods systems, enhancing equitable community health outcomes, and safeguarding the environment and natural resources. Priority is given to applicants that address two of their funding priorities at the same time, demonstrate strong community ties, and operate within visible and clearly defined plans for positive change.

<https://cliffamilyfoundation.org/grants-program>

Community Transportation Association of America – Rural Passenger Transportation Technical Assistance Program: Funded by USDA Rural Development, this program helps rural communities enhance economic growth and development by improving transportation services. The program provides planning assistance for facility development, transit service improvements and expansion, new system start-up, policy and procedure development, marketing, transportation coordination, training, and public transit problem-solving activities.

<https://ctaa.org/rural-tribal-passenger-transportation-technical-assistance/>

Fluor Giving: Grants are only made to organizations that are 501(c)(3) non-profit organizations or qualifying non-governmental organizations. An emphasis is placed on programmatic and operating support. Special event and fundraising support is generally not considered. Priority is given to organizations that align to Fluor's strategic focus areas and provide opportunities for employee volunteerism. Fluor's key focus areas are Education, Public Health and Critical Human Needs, Economic Development, and Environment.

<https://www.fluor.com/sustainability/community/fluor-giving/applying-for-fluor-grants>

GrantWatch: A website listing thousands of current grants, funding opportunities, awards, contracts and archived grants.

<https://www.grantwatch.com/>

KaBoom! Playground Grants: Several KaBoom! grants support the development of playgrounds in communities.

<https://kaboom.org/grants>

National Center for Rural Road Safety: A national hub of training, resources, and technical assistance for rural road safety improvements. The center is intended to develop and share multidisciplinary rural road safety training, resources, and technical assistance that is dynamic, collaborative, and responsive. The funding page provides updated links to grants and funds that focus on rural transportation safety.

<https://ruralsafetycenter.org/resources/funding/>

National Recreation and Park Association (NRPA): NRPA provides information about grant and fundraising opportunities that are available for park and recreation agencies and affiliated friends groups and 501(c)(3) nonprofits.

<https://www.nrpa.org/our-work/Grant-Fundraising-Resources/>

National Wilderness Stewardship Alliance: NWSA is a network of volunteer-based organizations to provide stewardship for America's enduring resource of wilderness. They have variety of funding grant programs (\$2-10,000 range) related to stewardship and trails. Applications are usually due by late March of each year.

https://www.wildernessalliance.org/funding_programs

People for Bikes: The People for Bikes Community Grants Program provides funding for important projects that build momentum for bicycling in communities across the U.S. These projects include bike paths and rail trails, as well as mountain bike trails, bike parks, BMX facilities, and large-scale bicycle advocacy initiatives. Grant cycles are 1-2 per year and are up to \$10,000.

<https://www.peopleforbikes.org/grants>

Project for Public Spaces – Community Placemaking Grants: Provides funding to US-based nonprofits and government agencies to address inequalities in public space access by working directly with local stakeholders to transform public spaces or co-create new ones. We do this by providing direct funding, technical assistance, and capacity building facilitated by Project for Public Spaces.

<https://www.pps.org/community-placemaking-grants>

Rails-to-Trails Conservancy: This website lists many federal, state, and local government funding mechanisms, as well as grants, partnerships, and other creative funding methods available for trail building – for acquisition and maintenance.

<https://www.railstotrails.org/build-trails/trail-building-toolbox/funding/acquisition-funding/>

<https://www.railstotrails.org/build-trails/trail-building-toolbox/funding/maintenance-funding/>

Safe Routes Partnership – Safe Routes to Parks: The Safe Routes to Parks Activating Communities program provides in-depth technical assistance and grant funding to ten communities working to improve safe, secure park access for people of all ages and abilities in low-income communities and communities of color.

<https://www.saferoutespartnership.org/healthy-communities/saferoutestoparks>

Shell Oil Grant Program: Shell partners with leading organizations that are aligned to our global footprint and have proven track records for making a difference in our three areas of focus: Community, Education, and Environment. While the program generally funds large national non-profit organizations it also invests in local communities where Shell has a strong presence. Typically, Shell chooses to work with community organizations with which we have established or proactively developed relationships.

<https://www.shell.us/sustainability/request-for-funding-from-shell.html#vanity-aHR0cHM6Ly93d3cuc2hlbGwudXMvc3VzdGFpbmFiaWxpdHkvcmVxdWVzdC1mb3ItYS1ncmFudC1mcm9tLXNoZWxsLmh0bWw>

T-Mobile Hometown Grant Program: T-Mobile's Hometown Grant program is investing big in small towns by awarding up to 100 towns a year with project funding—up to \$50,000 each. The program focuses on projects that revitalize community spaces in towns with 50,000 people or less. Recipients are selected and awarded on a quarterly basis.

<https://www.t-mobile.com/brand/hometown-grants>

The Conservation Alliance: The Conservation Alliance Grants Program seeks to protect threatened wild places throughout North America for their habitat and recreational values. These grants are given to registered 501(c)3 nonprofit organizations working to protect the special wild lands and waters in their backyards. While these funds are often for protecting land, they have been utilized for providing pedestrian access to wild lands, which includes trail development.

<http://www.conservationalliance.com/grants/>

Together Outdoors – Grant Programs: The goal of Together Outdoors is to fund outdoor inclusion initiatives that are "by the community, for the community." They use a trust-based approach to dismantle historical barriers to funding. In this initial pilot round of grants, Together Outdoors will make one-time awards of \$5,000 to \$10,000. Funding supports two main initiatives. "Research + Resources" provides monetary support for the development of research and resources concerning inclusion in the outdoors, such as toolkits, educational resources, audio and video resources and linguistic translations. "Activating Change Outdoors" supports outdoor recreation-related programming,

events and leadership development initiatives that benefit communities of color and intersecting minority groups.

<https://www.togetheroutdoors.com/grantprograms>

U.S. Endowment for Forestry and Communities – Innovative Finance for National Forests Grant Program: This grant program, developed in partnership with the USDA Forest Service National Partnership Office and the National Forest Foundation, develops, refines, and scales tools, templates, and approaches that direct private investment capital to improve the health of the National Forest System through projects that deliver environmental and social outcomes and financial returns. Project activities may take place on the National Forest System; on adjacent state, private or tribal lands; or across boundaries provided outcomes contribute to the health of Forest Service ownership.

<http://www.ifnfgeneral.org/>

State-Specific Funding and Technical Assistance

California

California Arts Council – Grant Programs and Applications: A full list of grant opportunities addressing aspirational areas in the CAC's strategic framework, including increased capacity building for local arts agencies, general operating support, multiyear grant opportunities, geographic equity, small organization prioritization, and funding for individual artists.

<https://arts.ca.gov/grants/grant-programs/>

California Department of Conservation – Funding, Grants, and Easements: financial incentive programs to further California's goals to conserve agricultural lands, restore and manage watersheds, and reduce greenhouse gas emissions.

<https://www.conserv.ca.gov/information-for/funding-grants-easements>

California Department of Fish and Wildlife – Grant Programs: CDFW grant programs fund projects that sustain, restore, and enhance California's fish, wildlife, plants, and their habitats. Focus areas include drought response, fish and wildlife management, watershed restoration, planning, and protection, and oil spill prevention and response.

<https://wildlife.ca.gov/Grants>

California Department of Forestry and Fire Protection – California Forest Improvement Program: California Forest Improvement Program (CFIP) program encourages private and public investment in, and improved management of, California forest lands and

resources. This focus of CFIP is to ensure adequate high quality timber supplies, related employment and other economic benefits, and the protection, maintenance, and enhancement of a productive and stable forest resource system for the benefit of present and future generations. Cost-share assistance is provided to private and public ownerships containing 20 to 5,000 acres of forest land. Cost-shared activities include management planning, site preparation, tree purchase and planting, timber stand improvement, fish and wildlife habitat improvement, and land conservation practices.

<https://www.fire.ca.gov/grants/california-forest-improvement-program-cfib/>

California Department of Forestry and Fire Protection – Forest Health: CAL FIRE's Forest Health Program funds active restoration and reforestation activities aimed at providing for more resilient and sustained forests to ensure future existence of forests in California while also mitigating climate change, protecting communities from fire risk, strengthening rural economies and improving California's water & air. Through grants to regionally-based partners and collaboratives, CAL FIRE seeks to significantly increase fuels management, fire reintroduction, treatment of degraded areas, and conservation of forests.

<https://www.fire.ca.gov/grants/forest-health/>

California Department of Forestry and Fire Protection – Forest Legacy: The purpose of the Forest Legacy Program is to protect environmentally important forest land threatened with conversion to non-forest uses. Protection of California's forests through this program ensures they continue to provide such benefits as sustainable timber production, wildlife habitat, recreation opportunities, watershed protection and open space. Intact forests also contribute significantly to the storage and sequestration of carbon.

<https://www.fire.ca.gov/grants/forest-legacy/>

California Department of Forestry and Fire Protection – Wildfire Prevention: CAL FIRE's Wildfire Prevention Grants Program provides funding for fire prevention projects and activities in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Qualifying projects and activities include those related to hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

<https://www.fire.ca.gov/grants/wildfire-prevention/>

California Department of Housing and Community Development – Technical Assistance to Improve the Delivery of Homelessness Programs: HCD is offering technical assistance to California counties and Continuums of Care (CoCs) to enhance, develop, build

capacity, or improve the design and the delivery of programs and services for people experiencing homelessness. Using an on-demand response model, HCD will deploy consultants to provide more than 13,000 hours of assistance, at no cost to the jurisdictions.

<https://www.hcd.ca.gov/technical-assistance>

California Department of Parks and Recreation – Division of Boating and Waterways: DBW invests in publicly accessible recreational boating facilities and boating safety activities throughout California. DBW funding allows local agencies to renew deteriorated facilities or to develop new public access. Boating safety education grants help in training, basic boating education and boating instruction safety centers, and equipment grants assist law enforcement agencies with the purchase of patrol boats and other safety equipment. DBW grants also are involved in furthering environmentally sound boating practices through its clean and green programs, abandoned vessel and boater sewage management grants, as well as research on climate change and wave prediction.

http://dbw.parks.ca.gov/?page_id=28715

California Department of Parks and Recreation – Off-Highway Motor Vehicle Recreation Division: Grants provided by the Off-Highway Motor Vehicle Recreation (OHMVR) Division provide for well-managed, safe off-highway vehicle recreation in the state. The funding provided by its grants supports numerous entities, including local and federal agencies, educational institutions, Native American communities and nonprofits. The financial assistance helps organizations and agencies implement sustainable, environmentally responsible off-highway vehicle programs.

http://ohv.parks.ca.gov/?page_id=1164

California Department of Parks and Recreation – Office of Grants and Local Services: addresses California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service. The funding has established indoor and outdoor recreation in every corner of the state, built trails, acquired and restored sensitive habitat, built natural and cultural interpretative facilities, and fostered outdoor natural experiences for thousands of children, youth and families. More than 7,400 California parks have been created or improved through OGALS' grant programs.

http://www.parks.ca.gov/?page_id=1008

California Environmental Protection Agency – Brownfields Revolving Loan Fund Program: The RLF provides U.S. EPA-funded grants, up to \$200,000, for brownfields sites

where redevelopment or reuse is planned. Under this program, local government agencies, nonprofit organizations, and tribes who are not considered to be responsible parties could be eligible for a grant to help with the cost of implementing a hazardous substance or petroleum cleanup.

<https://dtsc.ca.gov/revolving-loan-fund-rlf-program/>

California Grants Portal: Free database of funding opportunities available through State of California grantmaking agencies. Search the database and sign-up to receive notifications.

<https://www.grants.ca.gov/>

California Natural Resources Agency – Museum Grant Program: This competitive grant program intends to solicit project proposals that assist the California Cultural and Historical Endowment (CCHE) in supporting and enhancing museums that are deeply rooted in, and reflective of, previously underserved communities.

<https://resources.ca.gov/grants/california-museum>

California Natural Resources Agency – Urban Greening Program: This program will fund projects that reduce greenhouse gases while also transforming the built environment into places that are more sustainable, enjoyable, and effective in creating healthy and vibrant communities. These projects will establish and enhance parks and open space, using natural solutions to improving air and water quality and reducing energy consumption, and creating more walkable and bike-able trails.

<https://resources.ca.gov/grants/urban-greening>

California Office of Historic Preservation – Incentives and Grants for Historic Preservation: A brief outline of some of the grant and other incentive programs that are available to help support preservation efforts.

https://ohp.parks.ca.gov/?page_id=1073

California Transportation Commission – Active Transportation Program (ATP): This program was created to encourage increased use of active modes of transportation, such as walking and biking. The goals of the ATP include, but are not limited to, increasing the proportion of trips accomplished by walking and biking, increasing the safety and mobility of non-motorized users, advancing efforts of regional agencies to achieve greenhouse gas reduction goals, enhancing public health, and providing a broad spectrum of projects to benefit many types of users including disadvantaged communities. Since its inception, the ATP has funded over 800 active transportation projects across the state benefiting both urban and rural areas. More than 400 of the funded projects are Safe Routes to Schools projects and programs that encourage a

healthy and active lifestyle throughout students' lives. In addition, every cycle has seen more than 85% of funds going towards projects that will benefit disadvantaged communities throughout the state.

<https://catc.ca.gov/programs/active-transportation-program>

California Transportation Commission – Bike Program: The Bicycle Facilities Unit (BFU) is responsible for coordinating all aspects of the Caltrans bicycle program with a goal to fully integrate bicycles into all aspects of the California transportation system. To do this, the BFU promotes safe, well designed bicycle facilities and the funding, regulations, and education that make such facilities possible. It envisions connected networks of bikeways that fit well with other transportation modes, increase safe transportation options for California citizens, and lessen the carbon footprint of California transportation. BFU works with local, State, and federal transportation agencies to improve cycling for all Californians.

<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/bike-program>

California Wildlife Conservation Board – Public Access Program: The Public Access Program is one of the original Wildlife Conservation Board (WCB) programs. Initially the Public Access Program worked with California Department of Fish and Wildlife (CDFW) to support projects focused on the protection and development of public access areas and the promotion of hunting and fishing opportunities. This program funded construction of fishing piers, fishing ponds, boat ramps, wetlands for waterfowl, duck blinds, and development of parking lots and restrooms at CDFW-managed wildlife areas. Over time the public demand for other wildlife-oriented uses grew to include uses such as bird watching, kayaking, and hiking. The WCB's authority expanded to new partners, and broadened its program to accommodate new uses, including ADA trails, kayak "put-in" areas, interpretive signs, and bird observation shelters.

<https://wcb.ca.gov/Programs/Public-Access>

Visit California – Tourism Development Programs: Provides training, funding, and technical assistance to address a variety of tourism development needs. Programs include digital optimization, crisis response, sustainable tourism and destination stewardship, and rural marketing.

<https://industry.visitcalifornia.com/partner-opportunities/programs>

APPENDIX D: REFERENCES

This compendium of references was developed for the Recreation Economy for Rural Communities planning assistance program sponsored by the U.S. Environmental Protection Agency, the USDA Forest Service, the Northern Border Regional Commission, and the Appalachian Regional Commission. For more information on the Recreation Economy for Rural Communities Program, visit:

<https://www.epa.gov/smartgrowth/recreation-economy-rural-communities>

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Community Engagement, Diversity, Equity, and Inclusion

American Indian Alaska Native Tourism Association (AIANTA). AIANTA has served as the national voice for American Indian nations engaged in cultural tourism. In addition to serving as the voice for Indian Country tourism, AIANTA provides technical assistance and training to Tribal nations and Native-owned enterprises engaged in tourism, hospitality, and recreation.

<https://www.aianta.org/>

<https://www.aianta.org/resources/publications/>

Appalachian Regional Initiative for Stronger Economies. *A Regional Multistate Collaboration Toolkit*. (2022). The Appalachian Regional Initiative for Stronger Economies (ARISE) is intended to support economic, workforce, and community development projects through partnerships across states in the Appalachian Region with planning and implementation grants funded under the Infrastructure Investment and Jobs Act of 2021. This toolkit provides case study examples of successful regional multistate partnerships and offers more detailed information regarding partnership building, grant operations, challenges, and best practices involved in building a successful multistate initiative.

https://www.arc.gov/wp-content/uploads/2022/08/Case-Studies-Toolkit_Final_081522r1.pdf

Diversify Outdoors. Diversify Outdoors is a coalition of social media influencers – bloggers, athletes, activists, and entrepreneurs – who share the goal of promoting diversity in outdoor spaces where people of color, LGBTQIA, and other diverse identities have historically been underrepresented. We are passionate about promoting equity and access to the outdoors for all, that includes being body positive and celebrating people of all skill levels and abilities.

<https://www.diversifyoutdoors.com/>

Outdoor Afro: Where Black People and Nature Meet. Outdoor Afro has become the nation's leading, cutting-edge network that celebrates and inspires Black connections and leadership in nature. Outdoor Afro is a national not for profit organization with leadership networks around the country. With nearly 90 leaders in 30 states from around the country, the organization connects thousands of people to outdoor experiences, who are changing the face of conservation.

<https://outdoorafro.org/>

Together Outdoors: Together Outdoors is an initiative of the Outdoor Recreation Roundtable and is a coalition of under-represented individuals and diversity, equity, and inclusion champions on the frontlines who are working to make the outdoors more

inclusive for all. This coalition has been and will continue to be designed and pursued in close partnership with these key experts who are actively work together to make the outdoors a more inviting place through education, inclusion, equity, and action.

Together Outdoors has created a Resource Hub that features search functionality – the ability to sort content by resource type, focus area, activity type, target group, or activity. Users also able to submit content and organizations.

<https://resourcehub.togetheroutdoors.com/>

Community and State-Specific Strategies and Examples

Oregon Outdoor Recreation Network. The Travel Oregon website has many great resources on many aspects of outdoor recreation.

<https://industry.traveloregon.com/opportunities/programs-initiatives/outdoor-recreation/outdoor-recreation-development/>

Pennsylvania Department of Conservation and Natural Resources. Outdoor Recreation Plan Webinar Series. (October 2020). This video series was produced to support Pennsylvania's Outdoor Recreation Plan.

<https://www.dcnr.pa.gov/Recreation/PAOutdoorRecPlan/Pages/default.aspx>

1. Recreation for All: <https://youtu.be/P6Ubw9yrbjE>
2. Sustainable Systems: <https://youtu.be/ORTzpvo9VcA>
3. Funding and Economic Development: <https://youtu.be/HYid2q9Ay-Q>
4. Technology: <https://youtu.be/BSquMY-Kde4>
5. Health and Wellness: <https://youtu.be/StUz6s2J8pc>

Skowhegan, Maine. *Transformation Through Outdoor Recreation*. (2016). Residents of Skowhegan came together to share ideas for the future of their town, resulting in the Skowhegan Strategic Plan for Community Transformation at which voters adopted during the June 2016 town meeting.

<https://runofriver.org/outdoor-recreation-plan/>

<https://mainstreetskowhegan.org/strategic-planning/>

State of Colorado. *Colorado Statewide Comprehensive Outdoor Recreation Plan (SCORP)* (2019). Colorado's SCORP considers both conservation and recreation together and looks at current and changing demographics and recreation trends to help the outdoor recreation sector be culturally relevant and respond to future shifts.

<https://cpw.state.co.us/Documents/Trails/SCORP/Final-Plan/SCORP-Without-Appendices.pdf>

The Conservation Fund. *Conservation Leadership Network Project Profiles*. This landing page provides access to various rural and gateway community projects from across the U.S., with many examples of communities that have successfully leveraged the outdoor recreation economy.

<https://www.conservationfund.org/our-work/conservation-leadership-network/our-projects>

Tompkins County, New York. *Tompkins County Outdoor Recreation Tourism Implementation Plan*. (2018). Identifies collective steps to develop and promote Ithaca and Tompkins County as a premier regional destination for outdoor recreation.
<http://tompkinscountyny.gov/files2/tourism/2018-3-14-Outdoor%20Rec%20Implementation%20Plan.pdf>

Vermont Urban and Community Forestry. *Town Forest Recreation Planning Toolkit and Webinar Series*. (June 2020). This toolkit offers the resources needed to develop a town forest recreation plan for your community from start to finish, including step by step planning and detailed materials organized around planning themes such as stories, existing conditions, public engagement, natural resources, plan development, and implementation. Links to several webinars in the "Town Forest Recreation Planning Webinar Series" are also included below.

<https://vtcommunityforestry.org/places/town-forests/recreation-planning-initiative/recreation-planning-toolkit>

- New Tools for Sustainable Forest Based Recreation Webinar
<https://youtu.be/UTHEj0AC3pE>
- Connecting Downtowns w/Trails for Economic Vibrancy Webinar
<https://youtu.be/s1SQoUqN22s>
- Trails for People and Wildlife Webinar
<https://youtu.be/uhbYUMrgLqU>
- Mountain Biking Trails 101 Webinar
<https://youtu.be/zCmco-WDrPM>
- Trail Building & Maintenance Webinar
<https://youtu.be/lrv9eqoUQNE>

Land Conservation, Stewardship, Parks, and Health

National Park Service and Centers for Disease Control and Prevention. *Parks, Trails, and Health Workbook: A Tool for Planners, Parks & Recreation Professionals, and Health Practitioners*. A workbook to help strengthen the design and implementation of community-based parks and trails projects.

https://www.nps.gov/orgs/rtca/upload/Parks-Trails-and-Health-Workbook_2020.pdf

The Trust for Public Land and the City Parks Alliance. *The Field Guide for Creative Placemaking and Parks* (2017). How-to guide that connects creative placemaking with parks and open spaces by strengthening the role of parks and open space as an integrated part of comprehensive community development, advancing arts- and culturally-based approaches to park making, and highlighting the role of parks as cultural products unto themselves.

<https://www.tpl.org/field-guide-creative-placemaking-and-parks>

U.S. Department of Agriculture Forest Service. *The Stewardship Mapping and Assessment Project (STEW-MAP)*. STEW-MAP is a research methodology, community organizing approach, and partnership mapping tool developed by scientists at the USDA Forest Service Northern Research station that answers the question: who takes care of the local environment? This question is important because stewards, or civic groups that engage in caring for local nature, play a significant role in building stronger, healthier, greener, and more resilient communities.

https://www.fs.usda.gov/nrs/pubs/gtr/gtr_nrs156.pdf

Main Street Revitalization and Economic Development

International City/County Management Association and Smart Growth Network. *Putting Smart Growth to Work in Rural Communities*. (2010). Focuses on smart growth strategies that can help guide growth in rural areas while protecting natural and working lands and preserving the rural character of existing communities.

<https://www.epa.gov/smartgrowth/putting-smart-growth-work-rural-communities>

Main Street America Resource Center. The Main Street Resource Center is a comprehensive digital library containing a broad range of member resources, including their signature Main Street Approach handbooks and guides, newly released revitalization toolkits, and the popular Main Street Now Journal archive. There are some non-member materials available here as well.

<https://www.mainstreet.org/howwecanhelp/resourcecenter>

McMahon, Ed. *Why Some Places Thrive and Others Fail: The New Formula for Community Revitalization*. Virginia Town and City. (January/February 2017). This article describes why some communities can maintain and build on their economic vitality and quality of life in an ever-changing world.

https://www.vtc.org/wp-content/uploads/pdf/VTCJanFeb17_pg21-25.pdf

National Association of Counties (NACo). *Resources for Transitioning Economies*. (2015). Website developed by NACo and the National Association of Development

Organizations to share publications, tools and training, funding and other resources on economic diversification with communities and regions seeking to strengthen their local economies.

<http://diversifyeconomies.org/>

National Association of Development Organizations (NADO). *Planning for Prosperity in Small Towns and Rural Regions*. (2015). Contains materials developed by NADO and its partners through the HUD Sustainable Communities Initiative capacity building program, including publications, webinars, workshop materials, and other information on a variety of topics such as economic resilience, entrepreneurship, community engagement, downtown redevelopment, food systems, and many more.

<https://www.nado.org/online-resource-planning-for-prosperity-in-small-towns-and-rural-regions/>

National Association of Development Organizations, *WealthWorks Rural Economic Development Case Studies*. (2019). Series of case studies examining how rural communities are applying concepts of wealth creation, an approach to community and economic development that is demand-driven, focusing on market opportunities that capitalize on a community's existing assets or underutilized resources. Includes stories of communities building lasting livelihoods and supporting local ownership and control of assets related to outdoor recreation, tourism, and more.

<https://www.nado.org/wealthworks-case-studies/>

National Endowment for the Arts. *How To Do Creative Placemaking: An Action-Oriented Guide to Arts in Community Development*. (2016). This action-oriented guide is focused on making places better. It includes instructional and thought-provoking case studies and essays from leading thinkers in creative placemaking and describes the diverse ways that arts organizations and artists can play essential roles in the success of communities across America.

<https://www.arts.gov/publications/how-do-creative-placemaking>

Project for Public Spaces (PPS). *The Power of Ten*. The Power of 10+ is a concept PPS developed to evaluate and facilitate Placemaking at multiple city scales. The idea behind this concept is that places thrive when users have a range of reasons (10+) to be there. This concept can be applied to outdoor recreation economy resources and assets at the main street, town, and area scale, namely to increase the reasons for people to come, stay longer, and do more in a place.

<https://www.pps.org/article/the-power-of-10>

Smart Growth America. *(Re-)Building Downtown: A Guidebook for Revitalization*. (2015). This guide uses Smart Growth America's seven-step approach to downtown redevelopment and is aimed at local elected officials who want to re-invigorate and strengthen neighborhood centers of economy, culture, and history.

<https://smartgrowthamerica.org/introducing-rebuilding-downtown-a-guidebook-for-revitalization/>

The Democracy Collaborative. *Community Wealth*. This website offers resources, guides, case studies, videos and examples of strategies for building wealth in a community. Some strategies are nonprofit and profit-making models such as community development corporations (CDCs), community development financial institutions (CDFIs), employee stock ownership plans (ESOPs), community land trusts (CLTs), cooperatives, and social enterprise.

<https://community-wealth.org/>

U.S. Department of Agriculture. National Agricultural Library Rural Information Center. The Rural Information Center (RIC), a service of the National Agricultural Library (NAL), assists rural communities by providing information and referral services to rural government officials, community organizations, libraries, businesses, and citizens working to maintain America's rural areas. The "Downtown Revitalization" sections features a wide variety of planning resources, case studies, funding, journal, and organizations.

<https://www.nal.usda.gov/ric/community-development-resources>

<https://www.nal.usda.gov/ric/downtown-revitalization>

U.S. Department of Agriculture Rural Development & University of Kentucky. *Rural America Placemaking Toolkit* (2022). This toolkit is a resource guide to showcase a variety of placemaking activities, projects and success stories across rural America. Specifically it includes a Technical Assistance Directory, Financial Assistance Directory, and a Placemaking Assessment Survey.

<https://www.ruralplacemaking.com/>

U.S. EDA. *Tools for Economic Development*. Through the Research and National Technical Assistance Program, the U.S. Economic Development Administration (EDA) funds the development and dissemination of new tools for economic development practitioners and policymakers to utilize to help make informed development decisions.

<https://eda.gov/resources/tools/>

U.S. EPA. *Essential Smart Growth Fixes for Rural Planning, Zoning, and Development Codes*. (2012). Offers 10 essential fixes to help rural communities amend their codes,

ordinances, and development requirements to promote more sustainable growth.
<https://www.epa.gov/smartgrowth/essential-smart-growth-fixes-communities>

U.S. EPA. *Framework for Creating a Smart Growth Economic Development Strategy: A Tool for Small Cities and Towns*. (2016). Provides a step-by-step guide to building a place-based economic development strategy for small and mid-sized cities, particularly those that have limited population growth, areas of disinvestment, or a struggling economy.
<https://www.epa.gov/smartgrowth/framework-creating-smart-growth-economic-development-strategy>

U.S. EPA. *Smart Growth Self-Assessment for Rural Communities*. (2015). Tool designed specifically for rural communities that helps villages, towns, and small cities evaluate their policies to create healthy, environmentally resilient, and economically robust places.

<https://www.epa.gov/smartgrowth/smart-growth-self-assessment-rural-communities>

Outdoor Recreation

Bureau of Economic Analysis, *Outdoor Recreation Satellite Account*. Federal dataset measuring the economic activity as well as sales and receipts generated by outdoor recreational activities across the U.S. and by state. These statistics also measure each industry's production of outdoor goods and services and its contribution to the U.S. GDP. Industry breakdowns of outdoor employment and compensation are also included.
<https://www.bea.gov/data/special-topics/outdoor-recreation>

Daily Yonder. Provides articles on outdoor recreation, many based on Headwaters Economics research. A few relevant articles are listed here:

- *How Outdoor Recreation Supports Rural Economic Development*. (Feb 24, 2019).
<https://www.dailyyonder.com/speak-piece-outdoor-recreation-supports-rural-economic-development/2019/02/25/>
- *Recreation Is Bigger Share of U.S. Economy than Ag or Mining, Report Says*. (May 10, 2018).
<https://www.dailyyonder.com/recreation-bigger-share-u-s-economy-ag-mining-report-says/2018/05/10/>
- *Rural "Recreation Counties" Show More Population Resilience*. (Feb 10, 2019)
<https://www.dailyyonder.com/rural-recreation-counties-show-population-resilience/2019/02/11/>

Headwater Economics. Headwaters Economics is an independent, nonprofit research group that works to improve community development and land management decisions.

The organization receives funding from a wide variety of sources, including contracts with federal agencies such as the Bureau of Land Management and U.S. Forest Service; charitable foundations; and contract work for partner organizations. Its website provides outdoor recreation economic data by state in addition to other outdoor recreation industry research and analysis. <https://headwaterseconomics.org/outdoor-recreation/> Several relevant reports are listed below:

- *Best Practices for States to Fund Outdoor Recreation.* (2017). Seven case studies illustrate best practices and lessons learned to develop programs for outdoor state recreation funding.
<https://headwaterseconomics.org/economic-development/state-recreation-funding/>
- *Economic Profile System.* Tool allowing users to produce free, detailed socioeconomic reports at the community, county, or state level and including topics such as Land Use and Public Land Amenities as well as Agriculture, Timber, and Mining. EPS is also known as the Human Dimensions Toolkit by the Forest Service.
<https://headwaterseconomics.org/tools/economic-profile-system/about/>
- *How Outdoor Recreation Supports Rural Economic Development.* (2019). Report that finds that counties with outdoor recreation economies are more likely to attract new residents with greater wealth and have faster-growing wages than their non-recreation counterparts, particularly in rural communities.
<https://headwaterseconomics.org/economic-development/trends-performance/outdoor-recreation/>
- *National Forest Socioeconomic Indicators Tool.* Tool allowing users to run free, easy-to-use reports detailing economics, demographics, land use, business sectors, and other topics for communities near every National Forest.
<https://headwaterseconomics.org/tools/forest-indicators/>
- *The Outdoor Recreation Economy by State.* (2021). Report outlines the outdoor recreation economy impacts by state, using Bureau of Economic Analysis data.
<https://headwaterseconomics.org/economic-development/trends-performance/outdoor-recreation-economy-by-state/>

National Governors' Association. *Outdoor Recreation Learning Network.* This resource highlights many opportunities for states to advance the outdoor recreation economy and conservation, stewardship, education, workforce training, economic development, infrastructure, equity, inclusion, public health, and wellness.

<http://nga.org/outdoors>

National Park Service, *River Access Planning Guide.* An online and downloadable resource for planning river access. The step-by-step process guides planning for river

access with recreation users in mind. This guide can assist the challenging task of providing for a variety of uses while protecting natural resources in rivers and other waterways. The guide's approach provides a framework for meeting the needs of people seeking to enjoy river recreation on, off, and in the water.

<https://www.nps.gov/articles/river-access-planning-guide-a-decision-making-framework-for-enhancing-river-access.htm>

Northern Forest Center. *The Northern Forest Outdoor Recreation Economy Symposium*. (2018). Summarizes the 2018 gathering, which explored evolving trends in outdoor recreation and its role as a critical economic driver in the Northern Forest region. Links to presentations, notes, and priorities for each of the participating states (Maine, New Hampshire, Vermont and New York).

<https://northernforest.org/recreation-symposium/>

Outdoor Industry Association (OIA). OIA synthesizes the different strategies and programs currently employed in the U.S. and overarching themes, best practices, and lessons learned. Several relevant resources are listed below.

<https://outdoorindustry.org/>

- *Outdoor Participation Report*. (2021). Study showing levels of participation in outdoor activities.
<https://outdoorindustry.org/resource/2021-outdoor-participation-trends-report/>
- *State Funding Mechanisms for Outdoor Recreation*. (2017). Provides a summary from Headwaters Economics that outlines state funding mechanisms for outdoor recreation.
<https://outdoorindustry.org/wp-content/uploads/2017/08/Headwaters-Economics-v4-Screen.pdf>
- *State-Level Outdoor Recreation Reports*. (2017). Provides links to reports describing the participation in and economic impact of the outdoor recreation sector in every state and Congressional district.
<https://outdoorindustry.org/advocacy/>
- *The Outdoor Recreation Economy*. (2017). Summarizes the economic impact of the outdoor recreation sector across the U.S. and includes national statistics on consumer spending, jobs, and tax revenue, along with statistics for specific recreation activities.
https://outdoorindustry.org/wp-content/uploads/2017/04/OIA_RecEconomy_FINAL_Single.pdf
- *White Paper on State Leadership Roles for Outdoor Recreation*. (2016). This white paper describes the role that states can play in promoting outdoor recreation, with examples from states that were early to adopt state-level directors of outdoor recreation.

<https://industry.traveloregon.com/wp-content/uploads/2016/08/Outdoor-Industry-Association-White-Paper-on-State-Leadership-Roles-for-Outdoor-Recreation.pdf>

Outdoor Recreation Roundtable (ORR). ORR promotes the growth of the outdoor recreation economy and outdoor recreation activities, educating decision makers and the public on balanced policies that conserve public lands and waterways and enhance infrastructure to improve the experience and quality of life of outdoor enthusiasts everywhere. ORR publishes many white papers, research, statistics and reports on the importance of outdoor recreation.

<https://recreationroundtable.org/>

- *Outdoor Career Path Module.* These interactive profiles showcase real people in the outdoor industry and the career paths, motivations, and work / life balance attributes that have propelled them in their work.
<https://osucore.s3.us-west-2.amazonaws.com/orr-workforce-profiles-2022/story.html>
- *Outdoor Rec Drives Jobs: Careers in the Recreation Economy.* (2022). This report provides a comprehensive look at the outdoor recreation economy and the breadth of high-quality jobs that exist within, tailored to workers with a variety of skillsets. It also includes links to workforce resources and academic programs supporting work in the recreation economy.
<https://recreationroundtable.org/wp-content/uploads/2022/07/Workforce-Report.pdf>
- *Outdoor Recreation Drives the American Economy.* This section of the ORR website hosts summary economic statistics overall and by state. The State site hosts summary statistics on the outdoor recreation economy by state, each of which links to the more detailed state report published by the US Department of Commerce Bureau of Economic Analysis Outdoor Recreation Satellite Account (ORSA) data.
<https://recreationroundtable.org/economic-impact/>
<https://recreationroundtable.org/economic-impact-by-state/>
- *The Outdoor Recreation Roundtable Rural Economic Development Toolkit.* (2021). This toolkit outlines strategies for using outdoor recreation as a tool for economic development, including key best practices and examples from around the country.
<https://recreationroundtable.org/rural-development-toolkit/>
- *Work in the Outdoors: Resources to Support the Outdoor Workforce and Career Paths in the Rec Economy* (2022). To release the "Outdoor Rec Drives Jobs" report, ORR used this webinar to feature several of the outdoor professionals featured in the report and to share about their connection to the outdoor workforce.

<https://www.youtube.com/watch?v=UOYCPtKIJkk>

Sausser, Brooke and Jordan W. Smith, Ph.D. *Elevating Outdoor Recreation*. Institute of Outdoor Recreation and Tourism at Utah State. (July 2018). This study provides an overview and analysis of eleven state offices of initiatives of outdoor recreation.

https://www.nps.gov/orgs/1892/upload/Elevating_Outdoor_Rec_Together.pdf

Society of Outdoor Recreation Professionals (SORP). SORP is the nation's leading association of outdoor recreation and related professionals who strive to protect natural and cultural resources while providing sustainable recreation access. The organization's website provides access to webinars, scholarships, and tools for outdoor recreation planning including a library of all state comprehensive outdoor recreation plans (SCORPs) and technical resources.

<https://www.recpro.org/>

U.S. Department of Agriculture. *Federal Outdoor Recreation Trends: Effects on Economic Opportunities*. (2016). Summarizes participation trends and projections for 17 outdoor recreation activities common on federal lands, describes the current economic activity supported by outdoor recreation, and discusses how anticipated future changes in recreation participation and climate may impact the economic activity supported by outdoor recreation.

<https://www.fs.usda.gov/treesearch/pubs/53247>

U.S. Department of Agriculture. *Recreation Economy at USDA Economic Development Resources for Rural Communities*. (2020). USDA's Forest Service, Rural Development, and the National Institute for Food and Agriculture developed this resource guide for rural communities to identify resources that develop the recreation economy. It describes the roles of federal agencies and programs in the recreation economy and highlights numerous financing strategies and case studies from communities.

https://www.rd.usda.gov/sites/default/files/usdard_recreational_economy508.pdf

U.S. Department of Agriculture. *Recreation Economic Values for Estimating Outdoor Recreation Economic Benefits from the National Forest System*. (2017). This report presents the most recent update of the Recreation Use Values Database, based on an exhaustive review of economic studies spanning 1958 to 2015 conducted in the United States and Canada, and provides the most up-to-date recreation economic values available.

<https://www.fs.usda.gov/pnw/publications/recreation-economic-values-estimating-outdoor-recreation-economic-benefits-national>

Utah State University. *Gateway & Natural Amenity Region (GNAR) Initiative*. The GNAR Online Community Toolkit is designed to be a resource for planners, public officials, community members, consultants, and all others who are working in communities with access to significant natural amenities and recreation opportunities. This toolkit provides resources, case studies, model ordinances, and other tools to help GNAR communities plan for and respond to the unique planning, transportation, economic, community development, and sustainability challenges and opportunities they face. The toolkit is a living resource; it will grow and adapt in order to provide the most useful and up-to-date information possible.

<https://www.usu.edu/gnar/toolkit>

Trails and Transportation

American Trails. *Resource Library*. Search thousands of articles, studies, training, and projects on every aspect of trails and greenways. This website also has a national map searchable by state for agencies, organizations, training, and state-specific resources relating to trails and greenways.

<https://www.americantrails.org/resource-library/>

Centers for Disease Control and Prevention. *Resources for Implementing Built Environment Recommendations to Increase Physical Activity*. This website contains a compilation of real world examples, an Implementation Resource Guide, and a Visual Guide to help communities implement recommendations for built environment approaches that combine one or more interventions to improve transportation systems (activity-friendly routes) with one or more land use and community design interventions (everyday destinations) to increase physical activity.

<https://www.cdc.gov/physicalactivity/community-strategies/beactive/index.html>

Federal Highway Administration. *Bicycle and Pedestrian Program*. The Federal Highway Administration's Bicycle and Pedestrian Program promotes safe, comfortable, and convenient walking and bicycling for people of all ages and abilities. This program supports pedestrian and bicycle transportation through funding, policy guidance, program management, and resource development. The website contains information on funding resources, design and implementation, case studies, guidebooks, and other information.

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/funding_opportunities.pdf

Federal Highway Administration. *Small Town and Rural Multimodal Networks*. (2016). This document helps small towns and rural communities support safe, accessible, comfortable, and active travel for people of all ages and abilities. It provides a bridge between existing guidance on bicycle and pedestrian design and rural practice, encourages innovation in the development of safe and appealing networks for bicycling and walking, and shows examples of project implementation.

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/small_towns/fhwahelp17024_lg.pdf

Headwaters Economics. *Trails Research and Searchable Benefits Library*. (2019). Compilation of 144 trail studies on the impacts of trails in a single library, searchable by type of benefit, use, year, and region.

<https://headwaterseconomics.org/economic-development/trails-pathways/trails-research/>

Main Street America and Project for Public Places. *Navigating Main Streets as Places: A People-First Transportation Toolkit*. (2019). This toolkit provides guidance on how to evaluate streets and transportation through the lens of placemaking; balance the needs of mobility and other street activities; and build stronger relationships with other decisionmakers and the community. It's a one-stop-shop toolkit featuring guidance and best practices for rural downtowns and urban neighborhood commercial districts.

<https://www.mainstreet.org/howwecanhelp/navigatingmainstreets>

Rails-to-Trails Conservancy. *Trail-Building Toolbox*. A one-stop-shop for the basics to create a vibrant rail-trail for your community, including technical tips and tried-and-true methods for generating neighborhood, political, and funding support for your project. Parts of the toolbox include organization, acquisitions, funding, planning, design, and maintenance.

<https://www.railstotrails.org/build-trails/trail-building-toolbox/>

Rails-to-Trails Conservancy. *Trail Towns*. Provides examples, best practices, and resources for communities and regions seeking to start or grow Trail Town programs, which can help to entice trail users off the trail and into adjacent communities, supporting economic development.

<https://www.railstotrails.org/build-trails/trail-building-toolbox/planning/trail-towns/>

Sate Routes to School National Partnership. *Dollars and Deadlines: A State-by-State look at the Transportation Alternatives Program*. The Transportation Alternatives program is a primary source of federal funding for biking and walking improvements. The Safe

Routes Partnership created state-specific fact sheets that detail how local communities can access these funds.

<https://drive.google.com/drive/folders/1JGAJgEsaC3qJOk03Bci5fRcb95g3AosD>

Safe Routes to School National Partnership. *Get to Know Your Neighborhood with a Walk Audit.* Walk audits are a great tool to gather information about street conditions, engage community members, and inform planning and traffic safety projects. This is a how-to manual to conduct your own walk audit. Though designed for safe routes to school, it can be applied to routes and connections between amenities in and around a downtown/Main Street area.

[https://www.saferoutespartnership.org/sites/default/files/get to know your neighborhood with a walk audit.pdf](https://www.saferoutespartnership.org/sites/default/files/get_to_know_your_neighborhood_with_a_walk_audit.pdf)

The Scenic Route. *Getting Started with Creative Placemaking and Transportation.* A guide for using creative placemaking strategies in transportation projects to reflect and celebrate local culture, heritage, and values.

http://creativeplacemaking.t4america.org/?utm_source=Design+-+2016+Highlights&utm_campaign=Design+2016+Highlights+Newsletter&utm_medium=email



**BECKWOURTH COUNTY SERVICE AREA
PLUMAS COUNTY ENGINEERING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: Sewer Lift Station Pump Replacement; discussion, direction and/or possible action.

Recommendation

The Manager of BCSA respectfully recommends the Governing Board direct staff to procure replacement pump, design, install and wet well pumping by sole source procurement. Staff will submit the sole resource request per the purchasing policy provided the Governing Board directs this process to be utilized.

Background and Discussion

At the October 11, 2022 BCSA Governing Board Meeting, an outstanding invoice from Waters Vacuum Truck was approved for payment. Staff informed the Governing Board that NCE Engineers were looking at options for pump replacement to prevent further costly emergency repairs. The direction from the Governing Board to staff was to get a replacement pump in place as soon as possible to prevent further emergency repairs.

NCE has reviewed options for pump replacement and recommend installing a chopper pump made by Vaughn which allows for flexible discharge piping and repairs without draining the wet well. The budgetary for this pump is approximately \$13,000. The purchasing policy requires purchase of goods over \$10,000 be made by made by sealed bid procedure.

In addition to purchasing pump materials, a plumber and pump company will be needed to remove the existing sewer pump and install the proposed pump. The Plumas County Purchasing Policy requires the pump, plumber and pump truck to go out to formal bid. A formal bid process is possible but will take additional time for bidding documents and time for plumbers to visit the site and determine their bid based on observation from the top of the wet well. Pump truck bids will be based on gallons of sewage pumped and number of hours pump truck operator is on site, so a formal bid would just be based on hourly rates.

Staff seeks direction from the Governing Board to pursue sole source procurement of pump by seeking pricing from no less than two vendors. Jet Plumbing is very familiar with the sewer wet well, the existing pump and what is required to install the new flexible discharge piping, in fact NCE consulted with Jet Plumbing on the best approach for installation of the new pump. For the pump truck, Waters Pump Truck is the most economical when there is time to schedule them ahead of time.

Staff estimates an additional month delay in the new pump being installed if formal bidding process is not waived.

The expenditures for pump replacement are estimated at \$13,000 for the pump, time and materials not to exceed \$6,500 for design by NCE, installation by Jet Plumbing estimated at \$2,500, pump truck estimated at \$2,300 and staff time estimated at \$1,500. Total estimated cost for pump replacement totals \$25,800. BCSA staff has requested additional ARPA funds to cover the additional expenditure that directly relates to non-flushable wipes and COVID. Total emergency repairs directly related to wipes to date total \$67,827.77. The total requested ARPA funds equal \$93,627.77.

Action:

Sewer Lift Station Pump Replacement; discussion and possible action.

Attachments:

1. BCSA Pump Repairs 112122

BCSA ARPA FUNDS

11/21/2022

Labor 19/20	1058.58
Replace pump	\$4,117.33
Labor 20/21	\$2,095.39
Jet Plumbing	\$2,196.00
Plumas Sanitation	\$1,715.00
Plumas Sanitation	\$1,575.00
Jet Plumbing	\$1,646.00
Plumas Sanitation	\$4,040.00
Jet Plumbing	\$4,966.46
	\$23,409.76 5/10/21 Memo

Easy Rooter	\$1,650.00
Jet Plumbing	\$3,334.83
Labor Sept 2021	\$513.84
	\$5,498.67 9/24/21 Memo

Plumas Sanitation	\$1,980.00
Easy Rooter	\$2,100.00
Jet Plumbing	\$2,096.00
Labor Oct 2021	\$914.35
	\$7,090.35 10/25/21 Memo

Total ARPA previously applied for	\$35,998.78
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Plumas Sanitation	\$4,830.00 May 2022
Jet Plumbing	\$2,143.29 May 2022
Plumas Sanitation	\$4,655.00 June 2022
Jet Plumbing	\$2,125.12 June 2022
Waters Pump	\$1,140.00 July 2022
Waters Pump	\$1,455.00 July 2022
Plumas Sanitation	\$2,660.00 July 2022
Jet Plumbing	\$1,501.92 July 2022
Jet Plumbing	\$1,864.13 October 2022
Plumas Sanitation	\$5,975.00 October 2022
Labor May-Oct 2022	\$3,479.53
Total additional expenses	\$31,828.99

Estimated cost of new pump

NCE Engineers	\$6,500.00
Sewer pump	\$13,000.00
Jet Plumbing	\$2,500.00
Waters Pump Truck	\$2,300.00
Estimated labor	\$1,500.00
Total Estimated pump costs	\$25,800.00

Total Expenses and estimated expenses to date	\$93,627.77
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**BECKWOURTH COUNTY SERVICE AREA
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: **Approve and authorize the Chair to sign Amendment No. 1 to the Agreement between Beckwourth Community Service Area and Nichols Consulting Engineers, for the option to replace the existing submersible sewer pump with a pump that would grind up wipes without clogging the pump impeller; not to exceed \$6,500; approved as to form by County Counsel; discussion and possible action.**

Recommendation

The Manager of Beckwourth Community Service Area respectfully recommends the Governing Board authorize the Chair to Sign Amendment No. 1 with Nichols Consulting Engineers, which raised the not to exceed amount by \$6,500 to an overall not to exceed amount of \$368,825.

Background and Discussion

NCE is currently assisting BCSA with the Planning Grant for improvements to the Beckwourth CSA Sewer Pump Station. The current agreement with NCE is not to exceed \$362,325. The entire amount of existing agreement with NCE is reimbursable through the State grant. In addition to the design of the replacement sewer lift station, NCE has reviewed options for replacing the existing submersible sewer pump with a pump that would grind up wipes without clogging the pump impellor. This service was not included in the original scope of work and is not reimbursable under the State Water Boards grant. NCE has submitted a proposal to complete this added scope at a time and materials basis not to exceed \$6,500.

BCSA staff has requested this expenditure be reimbursed by ARPA funds since this pump replacement directly relates to non-flushable wipe and COVID.

Amendment No. 1 to NCE Agreement has been approved as to form by County Counsel.

Action:

Authorize execution of Amendment No. 1 with NCE, not to exceed \$6,500; discussion and possible action.

Attachments:

1. NCE Amendment 1



**BECKWOURTH COUNTY SERVICE AREA
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: **Approve and authorize the Chair to sign Amendment No. 1 to the Agreement between Beckwourth Community Service Area and Nichols Consulting Engineers, for the option to replace the existing submersible sewer pump with a pump that would grind up wipes without clogging the pump impeller; not to exceed \$6,500; approved as to form by County Counsel; discussion and possible action.**

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BCSA staff has requested this expenditure be reimbursed by ARPA funds since this pump replacement directly relates to non-flushable wipe and COVID.

Amendment No. 1 to NCE Agreement has been approved as to form by County Counsel.

Action:

Authorize execution of Amendment No. 1 with NCE, not to exceed \$6,500; discussion and possible action.

Attachments:

1. NCE Amendment 1

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
For
PROVIDING ASSISTANCE AND SUPPORT
TO THE
BECKWOURTH COUNTY SERVICE AREA
FOR ENGINEERING ANALYSIS OF EXISTING
PUMP REPLACEMENT AT SANITARY SEWER LIFT STATION**

This First Amendment to Agreement ("Amendment") is made on May 3rd, 2022, between **BECKWOURTH COUNTY SERVICE AREA**, a political subdivision of the State of California ("WRCSD"), and **NICHOLS CONSULTING ENGINEERS, CHTD. (NCE)**, a California corporation ("Consultant" who agrees as follows:

1. Recitals: This Amendment is made with reference to the following facts and objectives:

- a. Beckwourth County Service Area and Nichols Consulting Engineers, CHTD. have entered into a written Agreement dated May 3rd, 2022, (the "Agreement"), in which Nichols Consulting Engineers, CHTD. agreed to provide assistance and support to Beckwourth CSA for the design and construction of improvements to the Beckwourth CSA sewer system.
- b. Because existing lift station pump has been clogged several times due to debris and material entering the pump, a design is needed for an alternative pump with the ability to grind debris.

2. Amendments: The parties agree to amend the Agreement as follows:

- a. Paragraph 2.1. is amended to read as follows:

Compensation. Consultant shall be paid in accordance with the associated Fee Schedule set forth in Exhibit "B" and associated Fee Schedule set forth in Exhibit "C", incorporated herein by reference. Consultant's compensation shall in no case exceed three hundred sixty-eight thousand eight hundred twenty-five dollars (\$368,825) until the termination date written in Section 4.1 of this Agreement.

3. Effectiveness of Agreement: Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated May 3, 2022, shall remain unchanged and in full force and effect.

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

CONSULTANT:

Nichols Consulting Engineers, CHTD.,
a California corporation

By: 
Name: Margot Yapp
Title: Chief Executive Officer
Date signed: 11/21/22

By: 
Name: Gregory Fasiano
Title: Secretary
Date signed: 11/21/22

Beckwourth CSA:

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

By: _____
Name: John Mannle, P.E.
Title: County Engineer
& Manager Beckwourth CSA
Date signed: _____

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

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel I
11/16/2022



Collaboration. Commitment. Confidence.™

732.06.55

November 8, 2022

Rob Thorman, Assistant Director
Plumas County Department of Public Works
1834 E. Main St.
Quincy, CA 95971

RE: Requested Contract Modification for Engineering Analysis of Existing Wet Well for Pump Replacement at Sanitary Sewer Lift Station in the Beckwourth CSA, Contract Number 22-001

Dear Rob:

NCE is currently engaged to provide engineering services related to the Design and Construction of Improvements to the Beckwourth CSA Sewer System as outlined in Plumas County (County) Contract No. 22-001. On October 11, 2022, NCE received your request to expand the scope of services to provide an evaluation of pump replacement options at the Beckwourth CSA's existing lift station. The need for the evaluation is based on several incidents where debris and material entering into the existing pump has caused it to clog or fail. The goal is to evaluate several alternative pumps that have the ability to grind debris and materials typically observed to cause the previous pump failures.

For this effort we presume limited effort to include evaluation of up to three pump options and one site visit to ensure that the various pumps will fit into the existing wet well and that it is appropriately configured. The deliverable anticipated to be a brief memo primarily focused on recommendations and cost with a fee estimate for a replacement pump. It is the County's desire to have the information from this effort in sufficient time to present the options at the upcoming December 6, 2022 Plumas County Board of Supervisors meeting. As such, this deliverable shall be provided to you by November 28, 2022.

We estimate this effort will require time and materials not to exceed \$6,500. This will be billed at the same hourly rates as the rest of the project.

Reno, NV

1885 S. Arlington Avenue, Suite 111
Reno, NV 89509
(775) 329-4955

We appreciate your time to review this request. We are flexible regarding how best to handle this and are open to additional suggestions the Beckwourth CSA may have.

Sincerely,



A handwritten signature in blue ink that reads "Michael J. Leacox".

Michael J. Leacox, CEG
Principal

A handwritten signature in blue ink that reads "Dustin Thelen".

Dustin Thelen, PE
Project Engineer II



BECKWOURTH COUNTY SERVICE AREA
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: **Approve no contract payment of \$1,864.13 to Jet Plumbing and \$5,975.00 to Plumas Sanitation for Emergency Repair of BCSA Sewer Pump Without a Contract; discussion and possible action.**

Recommendation

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Jet Plumbing totaling \$1,864.13 and invoice from Plumas Sanitation totaling \$5,975 without a contract and to ratify all approved work performed to date.

Background and Discussion

On October 29, 2022, the Beckwourth CSA operator reported that the pump station had become clogged again. After repeated attempts to reverse the pump direction in hopes of dislodging the debris it was determined that a plumber was needed to physically remove the debris. Plumas Sanitation was called to pump the wet well to keep it from overflowing and causing a spill. Plumas Sanitation pumped the wet well on October 29th, 30th and 31st.

Jet Plumbing was called and scheduled to be onsite on Monday the 31st at 1PM and attempted to trouble shoot the pump. After repeated attempts to reverse the pump direction in hopes of dislodging the debris it was determined that a plumber was needed to physically remove the debris. Jet Plumbing entered the wet well and cleared the obstruction from the pump.

Upon completion, the pump station was functioning properly.

NCE Engineers will provide specification for a sewer pump retrofit that will not be susceptible to being clogged from wipes in the sewage. Staff is also working with Julie White and Zachary Gately to pursue additional ARPA funds related to additional emergency repairs due to flushable wipes related to COVID.

Action:

Approval of Payments to Jet Plumbing and Plumas Sanitation for Emergency Repair of BCSA Sewer Pump Without a Contract

Attachments:

1. Jet Plumbing Invoice
2. Plumas Sanitation invoice 103122



**BECKWOURTH COUNTY SERVICE AREA
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT
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Attachments:

1. Jet Plumbing Invoice
2. Plumas Sanitation invoice 103122

JET Plumbing, Heating & Drain Services
1553 Hymer Avenue
Sparks, NV 89431
Phone: (775) 331-3933
Fax: (775) 331-5584

INVOICE NUMBER **348707**

BILL TO:
BECKWORTH COMMUNITY SERVICE AREA
1834 E MAIN ST
QUINCY, CA 95971

WORK ADDRESS:
BECKWOURTH COMMUNITY SERVICE AREA
80956 HIGHWAY 70
BECKWOURTH, CA 96129

INVOICE DATE	CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS	SERVICE CALL #	WORKORDER #
10/31/2022	42384		Due Upon Receipt	348707	61906

Item ID	Description	Quantity	Unit Price	Ext Price
LABOR13	CONFINED SPACE ENTRY TEAM	4.00	300.00	1,360.00
EQUIP-CONFINED SPA	Confined Space Equipment/Safety	1.00	450.00	450.00
MAC1	Tyvek XL Disp Sanitary Suit , Consumables	1.00	50.00	50.00

Sales Total	1,860.00
Disc. Amount	0.00
Tax Total	4.13
Net Amount	1,864.13

LIFT STATION -
ENTER PIT, CLEAN DEBRIS (WIPES) FROM IMPELLER, CHECK PUMP OPERATION, TEST GOOD
NO WARRANTY

Plumas Sanitation, Inc.

CA License #958997

73762 Industrial Dr.

Portola, CA 96122

Phone

(530) 832-0370

Fax

(530) 832-0373

**Invoice**

Number: 20979

Date: 02-Nov-2022

P.O. Number:

Job Description:

Order Num: 20979

Serviced 31-Oct-2022

BILL TO: 15

Plumas County Department of Public Works
 1834 East Main Street
 Quincy, CA 95971

JOB SITE

Jared
 Beckwourth Lift Station
 Beckwourth, CA

Quantity	Service Type	Amount	Tax	Extension
1	Septic Tank Pumping	\$2,275.00		\$2,275.00
	10/29/22 - Emergency service - 6500gal			
1	Weekend Emergency	\$100.00	No	\$100.00
1	Septic Tank Pumping	\$1,225.00	No	\$1,225.00
	10/30/22 - Emergency service - 3500gal			
1	Weekend Emergency	\$100.00	No	\$100.00
1	Septic Tank Pumping	\$2,275.00	No	\$2,275.00
	10/31/22 - Emergency service - 6500gal			
Taxable Amount		Tax Rate	Tax Description	Subtotal NonTaxed: \$5,975.00
\$0.00		0	\$0.00	Subtotal Taxable: \$0.00
				Subtotal Tax: \$0.00
Payment Terms	Payment	Adjustment	Late Charge	
Net 30	\$0.00	\$0.00	\$0.00	Please Pay: \$5,975.00

You are a valued customer!

All outstanding balances subject to a finance charge computed at a periodic rate of 1.5% per month after 30 days delinquent.

From: Please detach here and return the bottom portion with your payment.
 Plumas County Department of Public Works
 1834 East Main Street
 Quincy, CA 95971

Order No.	Invoice No.	Date	Amount Due
20979	20979	02-Nov-2022	\$5,975.00

To:**Plumas Sanitation, Inc.**

CA License #958997

73762 Industrial Dr.

Portola, CA 96122



**PLUMAS COUNTY
COUNTY CLERK-RECORDER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Marcy DeMartile, Clerk/Recorder

MEETING DATE: December 6, 2022

SUBJECT: Adopt RESOLUTION authorizing the Plumas County Clerk to conduct a special vote by mail Election on May 2, 2023 within the boundaries of the West Almanor Community Services District, placing a measure before the voters in the district, extending and increasing the specialty tax for a period of 4 years, for emergency medical services, fire protection and prevention; discussion and possible action. Roll call Vote.

Recommendation

Authorize the County Clerk, Registrar of Voters to conduct a Vote By Mail Election on behalf of the West Almanor Community Services District, on May 2, 2023, to consider extending and increasing the special tax currently in place.

Background and Discussion

The West Almanor Community Services District has adopted Resolution #22-04 requesting the County Clerk, Registrar of Voters to conduct an all Mailed Ballot Election within the boundaries of the district, submitting a measure to the voters to extend and increase the special tax already in place for emergency medical services, fire protection and prevention. The district's proposed ballot measure resolution is hereto attached and made part of the resolution authorizing the County Clerk, Registrar of Voters to conduct the election.

Action:

Adopt Resolution authorizing the County Clerk, Registrar of Voters to conduct a Vote By Mail Election on behalf of the West Almanor Community Services District, on May 2, 2023, to consider extending and increasing the special tax currently in place.

Attachments:

1. A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK
TO CONDUCT A SPECIAL VOTE BY MAIL ELECTION ON MAY 2, 2023,
WITHIN THE BOUNDARIES OF THE WEST ALMANOR COMMUNITY SERVICES DISTRICT,
PLACING A MEASURE BEFORE THE VOTERS IN THE DISTRICT,
EXTENDING AND INCREASING THE SPECIAL TAX FOR A PERIOD OF 4 YEARS,
FOR EMERGENCY MEDICAL SERVICES, FIRE PROTECTION AND PREVENTION

WHEREAS, the West Almanor Community Services District (hereinafter "District") has adopted and forwarded to the County Clerk a resolution, (see copy attached hereto and made part of), requesting that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct a special election on May 2, 2023, as set forth in Resolution #22-04, as follows:

"Upon a two-thirds vote of approval, shall a special tax, replacing the current special tax of \$198.00 which will expire on June 30, 2023, be imposed for an period of four (4) years starting July 1, 2023 for the specific purpose of emergency medical response, fire protection and prevention and hazardous materials response, and shall this tax be authorized in the amount of \$225.00 per year, with optional annual adjustments not exceeding three percent (3%), on each parcel of real property or condominium unit within the District, excluding those parcels exempt from property tax and the following parcel numbers: 108-010-004, 108-101-008, 108-101-015, 108-010-016, 108-010-017, 108-010-021, 108-010-023, 108-053-006, 108-053-007, 108-090-002, 108-141-001, 108-211-008, 108-283-004, 108-232-001, 108-241-003, 108-320-009, 108-320-035, 108-320-042, and 108-060-011, said tax will be collected along with the Plumas County property taxes, and shall the District appropriations limit (spending limit) be raised by the amount of the annual proceeds from this special tax for the period this tax is in effect, which revenue shall be deposited into a specifically created account on which an annual report shall be made as required by Government Code Section 50075.3?"

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

1. The ballot measure set forth in the attached Resolution #22-04, authorized by the Board of Directors of the West Almanor Community Services District, which is incorporated herein by reference in its entirety, is hereby set for May 2, 2023, for a Special Vote By Mail Election and shall require a two-thirds vote of the voters voting to approve the special tax.
2. The Plumas County Clerk is requested to conduct a Vote By Mail election within the boundaries of the West Almanor Community Services District, including preparation and publication of all legal notices, providing necessary supplies and equipment, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the District.

The foregoing resolution was adopted on _____ at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:
NOES:
ABSENT:

Chair of the Board of Supervisors

ATTEST:

Heidi White, Clerk to the Board



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Melodie Sylvia

MEETING DATE: December 6, 2022

SUBJECT: Adopt the Plumas County Acceptable Use Policy as submitted, to establish acceptable guidelines for all Plumas County-owned technology resources; reviewed by County Counsel; discussion and possible action.

Recommendation

Adopt the Plumas County Acceptable Use Policy as submitted.

Background and Discussion

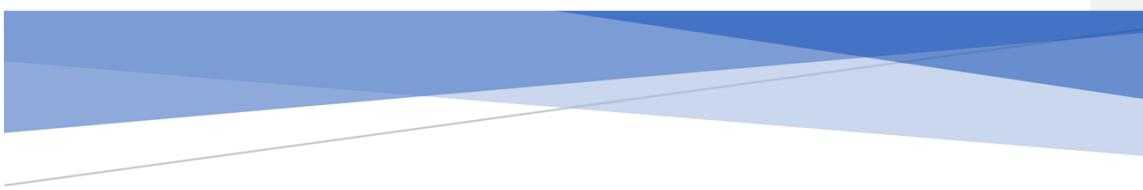
While Plumas County's IT Department (PCIT) desires to provide a reasonable level of freedom and privacy, users should be aware that all Plumas County-owned equipment, network infrastructure, and software applications are the property of Plumas County and therefore are to be used for official use only. Also, all data residing on Plumas County-owned equipment is the property of Plumas County and therefore, should be treated as such, and protected from unauthorized access. No current policies are in place to provide guidance and acceptable use of technological assets. County Counsel has reviewed the policy.

Action:

Adopt the Plumas County Acceptable Use Policy as submitted.

Attachments:

1. 22-558 acceptable use policy - final to cc



PLUMAS COUNTY ACCEPTABLE USE POLICY

Adopted by the Plumas County Board of
Supervisors 7/2022



COUNTY OF PLUMAS ACCEPTABLE USE POLICY

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COUNTY OF PLUMAS ACCEPTABLE USE POLICY

I. Purpose:

The purpose of this policy is to describe the acceptable use of Plumas County's technology assets (e.g., hardware, software, data, and authentication information) by County employees, and occasionally others such as contractors and volunteers (collectively referred to in this policy as "employees"). Acceptable use of technology assets is essential to ensure Plumas County meets its regulatory requirements and maintains the confidentiality, integrity, and availability of technology assets used to provide public services.

This policy establishes the acceptable usage guidelines for all Plumas County-owned technology resources. These resources can include, but are not limited to, the following equipment:

- Computers
 - Desktop Computers, Laptops, Mobile Devices, Servers, etc.
- Network Equipment
 - Switches, Routers, Network, and Communications Cabling, Wall Plates, Wireless Antennas, Wireless Bridge Devices, Fiber Optic Lines, Fiber Optic Equipment, VoIP Phones, etc.
- Audio/Video Equipment
 - Video Codecs, HDTVs, Document Cameras, Projectors, Security Cameras, Miscellaneous Cabling, Digital Cameras and Camcorders, Printers, Copiers, Fax Machines, etc.
- Software
 - Operating Systems, Application Software, etc.
- Resources
 - Group Drive File Storage, Website File Storage, Email Accounts, Social Networking Accounts, etc.

This policy applies to all employees, contractors, consultants, temporaries, and other workers at Plumas County, including all personnel affiliated with third parties, including vendors. This policy also applies to all equipment that is owned or leased by Plumas County.

II. Overview

While Plumas County's IT Department (PCIT) desires to provide a reasonable level of freedom and privacy, users should be aware that all Plumas County-owned equipment, network infrastructure, and software applications are the property of Plumas County and therefore are to be used for official use only. Also, all data residing on Plumas County-owned equipment is the property of Plumas County and therefore, should be treated as such, and protected from unauthorized access.

The following activities provide a general roadmap to using Plumas County's technology resources acceptably:

- All passwords used to access Plumas County systems must be kept secure and protected from unauthorized use.
- No user account can be shared between individuals. Authorized users are responsible for the security of their passwords and accounts.
- Do not transfer personally identifiable information on portable equipment and storage devices.
- Do not keep personal data on your county devices (computer, laptop, etc.).
- All computers residing on the internal Plumas County network, whether owned by the employee or Plumas County, shall be continually executing approved virus-scanning software with a current, up-to-date virus database.
- Employees must use extreme caution when opening e-mail attachments received from unknown senders.



COUNTY OF PLUMAS ACCEPTABLE USE POLICY

- Personally identifiable information (PII) cannot be sent via electronic means unless through an encrypted email. PII should be transferred within the internal network, via an encrypted email, or through secure Virtual Private Network (VPN) connections.
- Off-campus work should be completed via a secure VPN connection so that no data is transferred off-network.
- All workstations should be kept secure. Users should lock the workstation when not attended to protect unauthorized users from accessing secure files.
- Under no circumstances is an employee of Plumas County authorized to engage in any activity that is illegal under local, state, federal, or international law while utilizing Plumas County-owned resources.

III. Exceptions

Requests for exceptions to this policy must follow the PCIT information security policy exceptions handling process. Please open a ticket with the helpdesk to request a policy exception.

IV. Definitions

All definitions are contained within [the Acceptable Use Policy and Standards Glossary](#).

Commented [MB1]: Changed this to match the Heading/Table of Contents.

V. Policies

Acceptable Use Behavior

Plumas County must protect the confidentiality (authorized access to systems and information), integrity (authorized modification of systems and information), and availability (making sure systems and information are available when needed) of all technology assets supporting Plumas County's services. When engaged in the performance of your role with Plumas County:

- Attempts to disable or circumvent any Plumas County security controls, policies, or procedures (e.g., disabling virus protection or installing unauthorized software) are prohibited. This includes, but is not limited to:
 - Use of tools that compromise security (e.g., password crackers, network sniffers, attack frameworks and software distributions, proxies, unauthorized VPN clients, or other tunneling technology), except as authorized by the Plumas County Information Technology Director.
 - Attempts to disable, defeat, or circumvent any Plumas County information security components.
 - Intentional or careless interference with the normal operation of Plumas County technology assets.
- Use that violates Plumas County policy or local, state, and/or federal laws is strictly prohibited. This includes, but is not limited to:
 - Theft of Plumas County technology assets, including sensitive data.
 - Use of Plumas County systems for any type of harassment, which includes using any words or phrases that may be construed as derogatory based on race, color, sex, age, creed, disability, marital status, national origin, religion, pregnancy, gender, gender identity or expression, genetic information, sexual orientation, veteran or military status, use of a service animal, or any other status protected by federal, state and local law.
- Unauthorized use, destruction, modification, or distribution of Plumas County external and internal systems, applications, and data is prohibited. This includes, but is not limited to:
 - Release or disclosure of Plumas County data to unauthorized parties inconsistent with federal, state, and local law (e.g., HIPAA, Chapter 42.56 RCW), Plumas County policies, or inconsistent with your assigned job role and responsibilities.



COUNTY OF PLUMAS

ACCEPTABLE USE POLICY

- Attempts to modify administrative settings and configurations or repair hardware and software. Such modifications, configurations, and repairs shall only be performed by authorized technology support personnel for your department or agency. This excludes basic troubleshooting such as closing and restarting an application or a restart/reboot of a single workstation. Modification, configuration, and repairs of enterprise information technology equipment and networking infrastructure shall only be performed by authorized support personnel in PCIT.
 - Removal of technology assets from Plumas County premises without prior approval by authorized technology support personnel for your department or agency is prohibited. This excludes technology issued directly to you for employment purposes approved for taking home or from Plumas County premises by your supervisor, human resources personnel, or PCIT.
 - Use of personal devices including computers, network devices, or any other personal equipment to make a direct network connection (wired or wireless) to Plumas County information systems within Plumas County facilities is prohibited.
 - Personal devices such as mobile phones and tablets may be used to access Plumas County technology such as email, calendar, and unified communications and for purposes of multi-factor authentication. Personal devices may be denied access if insecure configurations are detected (e.g., a jailbroken phone, or a phone that does not use a password/PIN). Plumas County reserves the right to require personal mobile devices or mobile apps to be managed by a mobile device or mobile app management solution to protect Plumas County's technology and data.
 - Use of information systems to solicit for commercial ventures, religious or political causes, or for personal gain unrelated to the processes of working for or on behalf of Plumas County is prohibited unless explicitly allowed by Plumas County policy or federal, state, or local law.
 - Plumas County's assets must never be left unattended in an unsecured location (e.g., at the airport, or in a coffee shop). A secured location can be a locked vehicle (out of sight if possible), your home (secured from the use by family members and guests), or within designated areas in Plumas County facilities such as an assigned cubicle or equipment storage location. Please review Plumas County's Emergency Telecommuting Policy for further information regarding secured location requirements when telecommuting.
 - When working remotely or in a Plumas County facility, workforce members must lock or log out of Plumas County technology assets like laptops when not in use to prevent an unauthorized individual from obtaining data or information. When working with regulated data, workforce members must take additional precautions (e.g., positioning the equipment so the screen cannot easily be viewed or using a screen protector) to prevent others from being able to view the information on the screen while in use. When regulated data is being communicated through phone calls or spoken aloud, workforce members must take precautions (e.g., closing a door, asking people to step out for a few moments, using a headphone, speaking softly, or finding an alternative way to communicate the information) to prevent access by unauthorized parties.
 - Lost or stolen Plumas County technology assets must be reported immediately by opening a ticket with the helpdesk. Your department or agency may have additional procedures for lost or stolen assets. Please speak with your supervisor to determine what these additional procedures may be.
 - Upon termination of any Plumas County workforce member, including a third party or contractor, all Plumas County technology assets must be returned to Plumas County.
 - Hardware and software must be procured per Plumas County procurement policies, in compliance with PCIT policies and standards, and properly licensed and registered in the name of Plumas County.
- The following activities are strictly prohibited, with no exceptions:



COUNTY OF PLUMAS

ACCEPTABLE USE POLICY

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Plumas County.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Plumas County or the end-user does not have an active license are strictly prohibited.
- Exporting software, technical information, encryption software, or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted before the export of any material that is in question.
- Introduction of malicious programs into the network or server environments (e.g., viruses, worms, Trojan horses, rootkits, etc.).
- **Revealing your account password to others or allowing the use of your account by others. This includes family and other household members when work is being done at home.**
- Using a Plumas County computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction or Plumas County's Harassment, Discrimination, Retaliation Policy.
- Making fraudulent offers of products, items, or services originating from any Plumas County account.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network, or account.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone, or paging, whether through language, frequency, or size of messages.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Plumas County's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Plumas County or connected via Plumas County's network.

Personal Use



COUNTY OF PLUMAS ACCEPTABLE USE POLICY

Plumas County technology assets are purposed for conducting the business of Plumas County. Occasional personal use of technology equipment issued to workforce members is permitted (e.g., phones and/or unified communication systems, workstations and peripherals like keyboards, monitors, mice, printers, copiers, and fax machines) if the use:

- Does not introduce additional financial costs to Plumas County;
- Does not interfere with your assigned job duties;
- Does not preempt or interfere with Plumas County service delivery; and,
- Does not otherwise violate Plumas County, departmental, or agency policies.

Information created, processed, sent, received, or stored during personal use of Plumas County technology assets will not be handled differently by Plumas County. Use of the Internet/Intranet via the County's system must withstand public scrutiny. Such information may be subject to Plumas County policies, and federal, state, and local laws including Chapter 3.5 of Title 1, Division 7 of the California Government Code (Public Records Act). A public record is any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. Cal. Gov't Code § 6252. The CPRA applies to information processed, sent, and stored on the Internet/Intranet. Additionally, records of Internet/Intranet use may be requested during litigation discovery. No use of licensed or copyrighted material should be made without permission from the holder of the license.

Personal files should not be permanently stored on Plumas County technology assets. **Plumas County is not responsible for backing up or recovering personal data.**

Acceptable Use of the Internet/Intranet

The Internet/Intranet has become an increasingly important source of information for County employees. Many County employees, and occasionally others such as contractors and volunteers, are provided access to the Internet/Intranet to assist in the performance of their work for the County. However, the diversity of information available on the Internet brings with it the potential for abuse.

You are representing Plumas County when using Plumas County's technology to access the internet, and some types of activities on the internet can pose a security risk to Plumas County's technology assets. You are responsible for ensuring that your use of the internet is appropriate, ethical, lawful, and within the scope of your employment at Plumas County.

Plumas County reserves the right to block access to internet websites and addresses, including malicious internet websites or internet addresses unrelated to Plumas County's business. Blocked websites may include possibly malicious or hacked websites, websites that contain inappropriate or offensive content, or websites provided from geographic locations known to be hostile to the United States. These websites could lead to the disclosure of non-public information. You may submit a ticket to the helpdesk to unblock websites for legitimate business usage.

Plumas County may restrict internet use to reserve bandwidth and resources for critical Plumas County services during an emergency or severe internet service impact regardless of the legitimacy of the content. Plumas County may monitor and log the use of the internet by technology assets connected to Plumas County-operated networks to comply with various laws, legal proceedings, or internal policy, to troubleshoot and support technology, or to monitor and investigate the unauthorized activity. This includes, but is not limited to:

- Use of monitoring tools installed locally on a workstation;



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- Analysis of various logs generated by the user or system activity (such as proxy servers, network devices, authentication and directory servers, intrusion prevention/detection devices, firewalls, web/file servers, and other systems as necessary); and,
- Traffic analysis on inbound or outbound network traffic, including the interception, decryption, and inspection of encrypted traffic.
- Use of the Internet/Intranet is restricted to official County business purposes only defined as "Assignments given by supervisors and/or department heads requiring the use of the internet/intranet."

Passwords should NOT be shared with anyone and account sharing is prohibited.

Access to the Internet/Intranet is provided as a business tool, however, its reasonable, incidental use for personal purposes is acceptable, so long as such use does not interfere with the performance of work duties or the operation of County information systems.

No employee, however, may use the Internet/Intranet for inappropriate purposes, such as but not limited to the following:

- Personal profit, including commercial solicitation or conducting or pursuing their business interests or those of another organization.
- Unlawful or illegal activities, including the downloading of licensed material without authorization, or downloading copyrighted material from the Internet/Intranet without the publisher's permission.
- To access, create, transmit, print, download, or solicit material that is or may be construed to be harassing or demeaning toward any individual or group for any reason, including based on race, color, sex, age, creed, disability, marital status, national origin, religion, pregnancy, gender, gender identity or expression, genetic information, sexual orientation, veteran or military status, use of a service animal, or any other status protected by federal, state and local law.
- To access, create, transmit, print, download or solicit sexually-oriented messages or images.
- The knowing propagation or downloading of viruses or other contaminants.

Access to Usage Records

Employees should have no expectation of privacy in their usage of the Internet/Intranet. An audit authority designated by a department head may monitor the usage of the Internet/Intranet by department employees, including reviewing a list of sites accessed by an employee within the department; an audit and examination of usage by an agency or department head shall be performed by a person designated by the County Administrator. For this purpose, records of access to sites, materials, and services on the Internet/Intranet may be recorded and retained for a time set by the County. The County or Department Head may restrict access to certain sites that it deems are not necessary for business purposes.

This policy does not supplant the legal protections available to shield confidential, internal County communications from third-party requests, such as information exempt from disclosure under the CPRA, shielded by attorney-client privilege, or subject to a state law mandating confidentiality for the specific subject matter.

Do not use your Plumas County email address as the account information for any personal accounts used to access internet services, websites, and social media (e.g., LinkedIn). You must use separate credentials and your personal email address for those activities. You may use your Plumas County email address as a username when creating an account related to your employment responsibilities at Plumas County.



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Acceptable Use of Electronic Messages

Malicious individuals often use email when trying to acquire Plumas County customer data, non-public information, and data, or to compromise Plumas County's technology assets. You are required to use Plumas County messaging applications (e.g., email, instant message, text messaging, etc.) in the following professional manner:

- Not all workforce members are authorized to access the same data. Accounts are issued solely for the use of the individual to whom the account has been assigned. Sharing individual account information may lead to unintentional disclosure of data and is prohibited.
- Shared mailboxes where an authorized workgroup can monitor emails sent to and from the shared mailbox are allowed. A shared mailbox is a type of user mailbox that doesn't have its username and password. As a result, users can't log into them directly. To access a shared mailbox, users must first be granted "Send As" or "Full Access" permissions to the mailbox. Once that's done, users sign in to their mailboxes and then access the shared mailbox by adding it to their Outlook profile.
- Administrative delegation of access to an individual email account is acceptable (e.g., an executive or administrative assistant, or a peer), if this is accomplished through the email system's delegation functionality and not by sharing credentials.

If you have doubts or serious concerns about the origin or authenticity of an electronic message, or if you receive a highly abnormal or suspicious message, you should report the message by submitting a ticket to the helpdesk. Your department or agency may have additional reporting requirements so check with your supervisor.

Use caution when opening emails and attachments, particularly those received from an external sender.

- Don't open any attached files or click on hyperlinks to download files containing macros, scripts, or executables from an unknown or suspicious source.
- Malicious messages often appear to come from a valid source and could attempt to make you disclose personal or sensitive information. Use caution when opening attached files or clicking on hyperlinks, or when unusual requests or information is included in the email even if from a familiar sender.
- Training will be provided on detecting malicious emails to all Plumas County workforce members. Additional training may be required if there is repeated susceptibility to malicious emails by individuals.
- Do not forward Plumas County email containing confidential, sensitive, or regulated data to personal email accounts.
- Automatic forwarding of email through the use of rules to any external domain (non-countyofplumas.com or other Plumas County-owned and operated domains) requires approval by PCIT and can be requested by opening a ticket with the helpdesk.
- Do not send fictitious or forged messages that could be mistaken for official Plumas County statements, marketing, or materials.
- Do not send junk mail or chain letters.
- Do not use profanity, inappropriate language, pornography or sexually explicit material, slanderous, discriminatory language, harassment, or misleading content.
- Do not use Plumas County messaging applications to send unprofessional, threatening, libelous, or derogatory messages.

Acceptable Use of Voice Communications Systems

Plumas County's phone and communication systems are provided to facilitate business activities. Similar to internet browsing and other computing activities, phone call information and metadata (e.g. Caller ID, Date and Time of Call, Call Duration) may be monitored and logged.



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- If the call will be recorded, you must notify all call participants that the call will be monitored or recorded, including the purpose of recording at the outset of the recording and include the notification in the recording. This does not apply to lawful monitoring or recording that does not require consent per federal, state, or local law (e.g., Cal Penal Code Section 633). Voicemail or other automated telephony system recordings comply with this section if the recorded greeting indicates that the caller has reached a voicemail system or is about to be recorded.
- Call recordings containing sensitive or regulated data presents serious security and compliance risk and should be avoided. Departments or agencies that will purposefully and continuously record sensitive or regulated data such as payment card data or protected health information must notify PCIT unless explicitly authorized in federal, state, or local law (e.g., calls to 911).

Acceptable Use of Wireless Networks

Not all wireless networks are configured with strong security protections. In addition, unauthorized and malicious wireless devices may pose a risk to Plumas County technology assets. While performing your role at Plumas County:

- Direct connections (i.e., directly connected to internal wireless access points or physical network infrastructures like a data jack in a wall plate or a network switch port) to Plumas County's protected internal private wired and wireless network are provided only to Plumas County workforce members using Plumas County-owned and operated technology assets. Third parties, vendors, contractors, and other non-Plumas County personnel access to Plumas County's protected internal private wireless or wired network is prohibited without prior approval by PCIT who may employ security measures to prevent unauthorized network connectivity. If an exception is required for a legitimate business need please open a ticket with the helpdesk.
- Third-party internet access (such as access provided at airports, hotels, and coffee shops) carries potential security risks to Plumas County technology assets. Special care should be taken to ensure you are connecting to the correct network and not bypassing any security alerts and warnings.
- Plumas County's wireless network infrastructure may only be altered and managed by authorized PCIT personnel.
- You must not install, connect, or modify any wireless infrastructure such as Wireless Access Point (WAPs) to Plumas County's network without explicit written authorization from the PCIT.

Acceptable Use While Utilizing Remote Access Technology

Remote access to Plumas County's applications is available for workforce members to work outside of the office or for telecommuting. While using remote access:

- Ensure you do not type any remote access passwords while someone is watching.
- Only store passwords in a password manager or browser configuration approved by PCIT.
- Do not leave technology assets unattended and remotely logged on to Plumas County's network. When not in use, store your equipment and media used to remotely access Plumas County systems in a secured location.
- **Do not share passwords, smart cards, tokens, keys, fobs, or any other access or authentication devices with any other person.**
- Vendors must be limited to the minimum amount of privilege and access required to perform the necessary duties while using remote access methods approved by PCIT.
- Remote support sessions must first be authorized by PCIT support personnel before the session is established and terminated as soon as the vendor has finished their work.
- No vendor may be given remote access that is not strictly controlled and monitored.



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- Vendors shall not be given permanent remote access to Plumas County's network unless that access is strictly limited to the systems supported by the vendor and controls are in place to monitor their activities to ensure they are not able to gain additional access to other Plumas County technology assets from the systems they can remotely access.

Remote access to technology assets that contain sensitive or regulated data requires multi-factor authentication and the use of a secure connection between the host and the remote device.

- You must not use remote access products like TeamViewer, GoToMyPC, or similar products unless approved by PCIT.
- Do not use unsecured public or private wireless networks. Do not bypass warnings that indicate the wireless network is not secure.

Acceptable Use of Social Media

Employees of Plumas County may be able to access social media services and social networking websites at work, either through company IT systems or via their equipment for work purposes.

This social media policy describes the rules governing the use of social media at Plumas County and describes how employees conduct themselves when using Plumas County/Plumas County Department social media accounts. It also explains the rules about using personal social media accounts at work and describes what staff may say about the County/Department on their personal accounts.

Social media sites and services include (but are not limited to):

- Popular social networks like **Twitter** and **Facebook**
- Online review websites like **Reevoo** and **Trustpilot**
- Sharing and discussion sites like **Reddit**
- Photographic social networks like **Instagram**
- Question and answer social networks like **Quora** and **Yahoo Answers**
- Professional social networks like **LinkedIn**

Why this policy exists

Social media can bring significant benefits to Plumas County/Plumas County Departments and the community, particularly for building relationships with residents who may seek services or benefit from programs.

However, employees who use social media within the County/Department must do so in a way that aligns with the Plumas County/Plumas County Department's mission and values.

An inappropriate status update can generate complaints, alienate residents, or damage Plumas County and/or Plumas County Department's reputation. There are also security, privacy, and data protection issues to consider.

This policy explains how employees can use social media safely and effectively.

Responsibilities

Everyone who operates a Plumas County/Plumas County Department social media account or who uses his/her personal social media accounts at work has responsibility for implementing this policy. Some staff within each County Department may have key responsibilities in managing social media. Each County



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Department is in charge of managing its own social media pages but **must notify I.T. so that the social media account can be added to ArchiveSocial, our public record request archive.**

General Social Media Guidelines

- **The power of social media**

Plumas County recognizes that social media offers a platform for the County and County Departments to conduct outreach; stay connected with clients and the community, and build its reputation online. Plumas County also believes its employees should be involved in relevant conversations on social networks. Social media is an excellent way for employees to make useful connections; share well-researched information and shape discussions.

- **Basic guidelines**

Regardless of which social networks employees are using, or whether they are using the agency or personal accounts on company time, following these simple rules helps avoid the most common pitfalls:

- **Know the social network.** Employees should spend time becoming familiar with the social network before contributing. It is important to read any FAQs and understand what is and is not acceptable on a network before posting messages or updates.
- **If unsure, do not post it.** Staff should err on the side of caution when posting to social networks. If an employee feels an update or message might cause complaints or offense - or be otherwise unsuitable - they should not post it. Staff members can always consult their supervisor or Department Head for advice.
- **Be thoughtful and polite.** Many social media users have gotten into trouble simply by failing to observe basic good manners online. Employees should adopt the same level of courtesy used when communicating via email.
- **Look out for security threats.** Employees should be on guard for social engineering and phishing attempts. Social networks are also used to distribute spam and malware. (Further details below.)
- **Keep personal use to break time.** Plumas County believes that having employees who are active on social media can be valuable both to those employees and to the County or County Departments. Personal use should only happen during break time.
- **Keep work and personal accounts separate.** It can be tricky when you know clients through work and outside of work. Keep accounts separate by using County/County Department accounts for work-related posts, and personal accounts for personal posts.
- **Do not make promises without checking.** Some social networks are very public, so employees should not make any commitments or promises on behalf of the Plumas County Department without checking that the County/Department can deliver on the promises. Direct any inquiries to the Department Head.
- **Handle complex queries via other channels.** Social networks are not a good place to resolve complicated inquiries and client issues. Once a client has made contact, employees should handle further communications via the most appropriate channel - usually email, telephone, or private message.
- **Do not escalate things.** It is easy to post a quick response to a contentious status update and then regret it. Employees should always take the time to think before responding and hold back if they are in any doubt at all.

Use of Department/County Social Media Accounts

This part of the social media policy covers all use of social media accounts owned and run by Plumas County/Plumas County Departments.

- **Authorized Users**



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- Only people who have been authorized to use Plumas County/Plumas County Department social networking accounts may do so.
 - Authorization is provided by the Department Head. It is granted when social media-related tasks form a core part of an employee's job.
 - Allowing only designated people to use the accounts ensures the County/Department's social media presence is consistent and cohesive.
- Creating Social Media Accounts**
 - New social media accounts in a Plumas County/Plumas County Department's name must not be created unless approved by the Department Head.
 - If there is a case to be made for opening a new account, employees should raise this with their Department Head.

Purpose of Social Media Accounts

Plumas County/Plumas County Department's social media accounts may be used for many different purposes.

Employees should only post updates, messages, or otherwise, use these accounts when that use is clearly in line with the County/Department's overall mission and objectives. For instance, employees may use company social media accounts to:

- Respond to community inquiries and requests for help, articles, and other content created by County Departments or other vetted sources, share insightful, well-researched articles, videos, media, and other content relevant to the County Department, but created by others, and provide fans or followers with an insight into what goes on at Plumas County/Plumas County Departments. Social media is a powerful tool that changes quickly. Employees are encouraged to think of new ways to use it and to put those ideas to the Department Head.

Inappropriate Content and Uses

Plumas County/Plumas County Department social media accounts must not be used to share or spread inappropriate content, or to take part in any activities that could bring the Department into disrepute. Inappropriate content includes pornography, racial or religious slurs, gender-specific comments, information encouraging criminal skills or terrorism, or materials relating to cults, gambling, and illegal drugs.

Employees must not share personal grievances with co-workers on the Plumas County, Plumas County Department, or personal social media pages.

When sharing an interesting article or piece of content, employees should always review the content thoroughly, verify the source as reputable, and should not post a link based solely on a headline.

Personal Social Media Rules

Acceptable use:

- Use of social media accounts for non-work purposes is restricted to non-work times, such as breaks and during lunch.
- Talking about the County/Department:**
 - Employees must clarify that their social media account does not represent Plumas County/Plumas County Department's views or opinions.
 - Staff may wish to include a disclaimer in their social media profiles: 'the views expressed are my own and do not reflect the views of my employer.'



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Copyright

Plumas County/Plumas County Departments must respect and operate within copyright laws. Users may not use social media to:

- Publish or share any copyrighted software, media, or materials owned by third parties, unless permitted by that third party.
- Share links to illegal copies of music, films, games, or other software.
- *If staff wish to share content published on another website, they are free to do so if that website has obvious sharing buttons or functions on it.

Security and Data Protection

Employees should be aware of the security and data protection issues that can arise from using social networks.

- **Maintain confidentiality**
- **Users must not:**
 - Share or link to any content or information that could be considered confidential.
 - Share or link to any content or information owned by another company, agency, department, or person that could be considered confidential.
- **Protect social accounts:**
 - Company social media accounts should be protected by strong passwords that are changed regularly and shared only with authorized users.
 - Staff must not use a new piece of software, app, or service with any of the Plumas County/Plumas County Department social media accounts without receiving approval from the Department Head.
- **Avoid social scams:**
 - Staff should watch for phishing attempts, where scammers may attempt to use deception to obtain information relating to either the company or its customers.
 - Employees should never reveal sensitive details through social media channels. Customer identities must always be verified in the usual way before any account information is shared or discussed.
 - Employees should avoid clicking links in posts, updates, and direct messages that look suspicious. In particular, users should look out for URLs contained in generic or vague-sounding direct messages.
 - Do not seek to influence a politician or public official on an issue through social media campaigns.

Electronic Signature Use

The Countywide eSignature Policy shall be used by Plumas County Agencies and Departments to increase productivity and ensure convenient, timely, and appropriate access to County information by using electronic signature technology to collect and preserve signatures on documents quickly, securely, and efficiently.

This Policy establishes when electronic signature technology may replace a hand-written signature, to encourage the use of paperless, electronic documents whenever appropriate and allowed by law. This Policy applies to all signatures used in processing various County documents and assumes the County signer has been given the authority to sign as determined by Agency/Department business process and the County Purchasing Policy.



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While the use of electronic signatures is suggested and encouraged, this Policy does not require any Agency/Department to use electronic signatures, nor can the County mandate that any third party signs a document using an electronic signature.

Background/Discussion

Electronic Signature is the broad umbrella category under which all electronic signatures fall.

The legality and use of Electronic Signatures are governed by federal and state law. (See 15 U.S.C. §§ 7001, et seq. [U.S. Federal Electronic Signatures in Global and National Commerce Act]; California Government Code §16.5; California Civil Code §§ 1633.1, et seq.)

Intended Goals for eSignature

- **Security and Legal Compliance:** The use of e-forms and e-signature provides a secure method of signing and transferring documents electronically. A document cannot be altered after the signer has completed the e-signature. Additionally, a history of any changes made to the document before the signature is kept with the document and cannot be changed or deleted. When electronic signatures are used, hash values are attached to the document to verify the authenticity of a document during any transfer for added security.
- **Integration into business processes:** The eSignature process may fit into pre-existing business practices, provide automated processes, retrieve documents, use standard Application Program Interfaces (API), generate reminders and expiration settings, and allow multiple people to view a document and track its progress.
- **Simplified workflow:** E-signatures eliminate resource-intensive processes that require agencies, the public, and staff to manually sign documents. Features of the e-signature process include automation of simple forms, the ability to track and review changes, varying the recipient roles, tag signatures, etc.
- **Cost benefits:** There is a potential cost saving from not having to print, file, scan, and store paper copies. The County will save also on certified mail, postage, printing, ink, envelopes, and paper.

Policy

This Policy applies to documents requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. It is the policy of the County to encourage the use of electronic signatures in all internal and external activities, documents, and transactions where it is operationally feasible to do so, where existing technology permits, and where it is otherwise appropriate based on the Department's preferences. In such situations, affixing an electronic signature to the document in a manner consistent with this Policy shall satisfy the County's requirements for signing a document. As used in this Policy, the term "signature" includes using initials on a document instead of a signature.

Implementation Procedures

E-signatures may be implemented using various methodologies depending on the associated risks that may include fraud, non-repudiation, and financial loss. The quality and security of the e-signature method should be commensurate with the risk and any requirements to assure the authenticity of the signer.

Agency/Department Discretion

Each Department has the discretion to decide whether to permit the use of electronic signatures. Departments should work with County Counsel to determine where applicable laws permit an electronic



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signature to be used. In addition, each Agency/Department that opts to use electronic signatures must adopt/amend their business practices to support the requirements of this Policy.

Requirements of eSignature

The use of electronic signatures is permitted and shall have the same force and effect as the use of a "wet" or manual signature if all the following criteria are met:

- The electronic signature is unique to the person using it.
- The electronic signature is capable of verification.
- The electronic signature is under the sole control of the person using it.
- Email notifications requesting electronic signatures must not be forwarded.
- These requirements prohibit the use of proxy signatures.
- The electronic signature is linked to the data in such a manner that if the data is changed after the electronic signature is affixed, the electronic signature is invalidated.

Document Type Examples	Is Use of an Electronic Signature Acceptable?	Notes
Memos, Forms, Board Letters, and Other Correspondence	Yes	Electronic Signature is recommended.
Contracts, excluding contracts of \$10,000 or more	Yes	Electronic Signature is recommended.
Certificates, Permits	Yes, if allowed by law	Departments should work with County Counsel to determine where applicable laws permit an electronic signature to be used.
Documents Requiring Notarization	No	
Document Requiring the Board Chair's Signature	No	

Common Types of Documents

This Policy is intended to broadly permit the use of electronic signatures. Examples of common types of documents are listed in the table above, with notes on each type of document. Agencies/Departments should work with County Counsel to determine where applicable laws permit an electronic signature to be used.

Documents Involving Other Parties

In the case of contracts or transactions which must be signed by outside parties, each party to the agreement must agree in advance to the use of an electronic signature. No party to a contract or other document may be forced to accept an electronic signature; they must be permitted to decide either way. Such consent may be withdrawn by the other party at any time such that future documents must be signed in hardcopy format.

When a document is electronically signed by all parties, the County will provide a copy of the electronically signed document to the other parties in an electronic format that is capable of being retained and printed by the other parties.

Setup & Use

To set up employees authorized to send out documents for eSignature, Agency/Department Security Administrators should contact PCIT.

Storage and Archiving of Electronically Signed Documents

Commented [SG2]: I would also think the County needs to amend the Purchasing Policy to authorize as well.

Commented [MB3R3]: Do we need to include language about this?

Commented [SG4]: This would appear to prohibit its use on some contracts as well since any contract over \$10,000 requires the Chair to sign.

Commented [SM5R5]: According to this table, electronic signatures wouldn't be acceptable for documents requiring the board chair's signature as well as documents requiring notarization.

Commented [SG6R5]: So then any contracts going to the Board would not be able to use electronic signatures, so we should state excluding contracts over \$10,000 under the contracts section.



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If a document exists only electronically, steps should be taken by each Agency/Department to ensure that a fixed version of the final document is stored in some manner. It is up to the Department to decide how to store these final electronic documents so long as it does so in a manner consistent with any applicable County document retention policies and any applicable laws.

eSignature Solution Providers

The Plumas County Information Technology Department will be responsible to determine acceptable technologies and eSignature providers consistent with current state legal requirements and industry best practices to ensure the security and integrity of the data and the signature.

Conclusion

The use of e-Signature is intended to make Plumas County business practices more efficient. The process eliminates the need to print, file, and store paper copies of documents that can now be authenticated digitally and stored electronically.

Multi-Factor Authentication Policy

The purpose of a Multi-Factor Authentication (MFA) Policy is to enable a means of strong authentication for those users with access to sensitive information and information systems resources or have a privileged level of system support access while ensuring ease of use and adoption for the user(s). The adoption of a Multi-Factor Authentication (MFA) Policy will reduce the likelihood of unauthorized access, provide demonstrated compliance to federal and industry mandates, as well as enable the solicitation, assessment, and selection of MFA solutions that will implement the requirements of this policy. The purpose of this policy is to define requirements for accessing County of Plumas computer systems, including, but not limited to Microsoft 365 email services, and Virtual Private Networks (VPNs) containing sensitive data from both on and off-campus. The standards outlined in this policy are intended to minimize potential security risks which may result from unauthorized use of the County of Plumas computing resources.

The goals of this policy are as follows:

- 1. Protect the identities of the County of Plumas systems from compromise.
- 2. Protect the security, confidentiality, and integrity of computing network accounts.
- 3. Protect system administration accounts from misuse.

The goal of multi-factor authentication is to create a layered defense and make it more difficult for an unauthorized person to access a target such as a computing device, network, or database. If one factor is compromised or broken, the attacker still has at least one more barrier to breach before successfully breaking into the target.

User requirements

- Register a device that can receive push notifications or codes via the FREE Microsoft Authenticator Mobile app.
- When users attempt to log into a County of Plumas system protected by multi-factor authentication, the system will "challenge" the user by requesting a second factor of authentication. This second factor could be an acknowledgment of a push notification, a code, or a physical token. This second factor will be provided through the secure method(s) the user selected during registration.
- It is the user's responsibility to promptly report compromised credentials to Plumas County Information Technology (PCIT).



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Registration

Users will use the multi-factor authentication self-enrollment process to register their authentication device(s) and install the FREE Microsoft Authenticator Mobile app. More information is available in the process guide <https://plumascounty.us/DocumentCenter/View/41389/MFA-Instructions>.

Devices

The preferred method for delivering access codes and/or push notifications is via the Microsoft Authenticator mobile app, which can be installed on any supported smartphone or tablet. The Microsoft Authenticator app is the preferred and recommended solution for County of Plumas users. Users are encouraged to use personally owned smartphones or tablets for the Microsoft Authenticator mobile app. The use of jailbroken/rooted devices is prohibited.

Receiving Microsoft multi-factor authentication codes via SMS is an option for users who cannot access a smartphone or tablet but do own a mobile device capable of receiving SMS messages, but users are encouraged to use the Microsoft Authenticator mobile app if possible.

Microsoft Authenticator may, at its discretion, drop app support for older versions of mobile operating systems. Microsoft maintains the full list of supported devices.

Lost or Stolen Devices

If a user's registered device is lost or stolen, or the user has reason to suspect their Plumas County Online ID credentials have been compromised, the user must contact PCIT IMMEDIATELY.

Off-Hours and Emergency Access to Protected Data

PCIT shall maintain internal procedures for processing emergency access requests if issues arise with the multi-factor authentication process. Users should contact PCIT for access.

Exclusions for Special Circumstances:

There may be situations in which an employee of the County of Plumas has a legitimate need to utilize Plumas County technology resources outside the scope of this policy. The IT Department Head may approve, in advance, exception requests based on balancing the benefit versus the risk to the County. Exception requests must be made through the FreshService ticketing system. Policy exception requests shall be made to the IT Department Head and include a brief description of the system and/or type of data access requested. Please be certain to indicate if the user handles Personally Identifiable Information (PII) or other confidential information, such as electronic protected Health Information (ePHI), financial data, credit card payments, Social Security numbers, or works with children.

Due to the evolving nature of technology, cyber threats, and the changing roles of users at the County of Plumas, all exemptions will be reviewed periodically and at the discretion of the IT Department Head in collaboration with IT staff. This review will verify that the need stated in the request is still valid and/or that the user still requires the approved multi-factor exempted access.

Consequences:

Failure to register a device will result in an inability to use multi-factor authentication. If multi-factor authentication is required for a system, the user will not be allowed to authenticate and use the system.

Users may not attempt to circumvent login procedures, including Microsoft multi-factor authentication, on any computer system or otherwise attempt to gain unauthorized access. Attempts to circumvent login procedures may subject the user to disciplinary action including, but not limited to, suspension of the user's access to the electronic information resources. Financial losses incurred due to the use of Microsoft



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multi-factor circumvention techniques are the responsibility of the user, and the County may seek financial restitution from users who violate this policy.

VI. No Expectation of Privacy

Plumas County must monitor all systems and users of technology assets to maintain a secure environment and meet compliance requirements. You should not expect privacy or confidentiality while using Plumas County technology assets, including internet access and emails. Usage may be monitored for policy, security, or network management reasons and is subject to inspection at any time. Inspection and monitoring of Plumas County technology assets by management does not require the consent of individual workforce members.

All electronic messages or data created, stored, transmitted, or received over Plumas County systems or through Plumas County internet connections are subject to inspection or monitoring. Plumas County reserves the right to store and/or access the contents of any messages or data sent over its networks and use that information to enforce its policies or comply with federal, state, or local law. If the content violates regulations or laws, Plumas County reserves the right to submit the information to law enforcement for potential prosecution.

VII. Reporting Known or Suspected Vulnerabilities or Security Incidents

You must report known or suspected security weaknesses, instances of inappropriate access, and suspicious activities to PCIT by opening a ticket with the helpdesk. Your department or agency may also have reporting requirements so please check with your supervisor.

You will be responsible for the confidentiality, integrity, and availability of your files. If concerning circumstances occur with your files such as inappropriate access, loss of the files, or changes are made to files without your consent please speak with your supervisor and report this issue by opening a ticket with the helpdesk.

You must report suspicious activities happening to or on your workstation such as someone remote controlling the workstation without your consent or new and unfamiliar software performing unusual activities by opening a ticket with the helpdesk.

VIII. Maintenance

This policy will be maintained by PCIT. This includes, but may not be limited to:

- Interpretation of this policy
- Ensuring this policy content is kept current
- Recommending updates to this policy and related resources
- Developing an escalation and mitigation process if a Department is not in compliance
- Assisting Organizations to understand how to comply with this policy
- Monitoring annual compliance by Departments

IX. Consequences for Noncompliance

Violations of this policy may be grounds for disciplinary action, up to and including termination and enforcement action which may include civil or criminal charges. Any improper technology asset usage will not be disclosed by the County to others except to the extent necessary to consider and implement discipline, for other employment-



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related purposes, or to respond to litigation requests. Potential criminal conduct which is revealed by improper technology asset usage will be referred to the appropriate law enforcement authorities.

X. Acceptable Use Policy and Standards Glossary

Acceptable Use: A term referring to the usage of Institutional Information and IT Resources that complies with Plumas County's security, privacy, and ethics policies.

Archive: Data that has been removed from the storage system to another (off-line) location for historical purposes, available for reference or recovery on an as-needed basis. The archive medium may be different from that of the previously stored data, may be in a different physical location, and may, depending on the media and software used, be usable only after it has been run through a "restore" process.

Authentication: The process by which you prove your identity to another party. "Authentication is the act of confirming the identity of an individual by verification of the digital credentials presented by the individual when accessing a resource. An *authentication credential* may be:

- something the individual knows, such as a password, passphrase, or other secret information
- something the individual has, such as a smart card with a public-key certificate
- something that is biologically part of the individual, such as a fingerprint or a retina

Breach (Breach of Security): Any confirmed disclosure or unauthorized acquisition of County Information that compromises the security, confidentiality, or integrity of County Information maintained by Plumas County. Good faith acquisition of personal information by a County employee or agent for County purposes does not constitute a security breach, provided that the personal information is not used or subject to further unauthorized disclosure.

Backup: A copy of data as it existed at a specific point in time. The backup is held on physically different media (but may be of the same type) as the active data set. Backup data may depend on the medium and backup software used, and be usable only after it has been run through a "restore" process.

Computer Security Incident: See "Security Incident"

Device: Any electronic component, such as a computer, printer, router, switch, modem, PDA, etc.

Disaster recovery: Restoring a system or operational function after a service-impacting event.

Electronic Communications: Any information that is transmitted electronically. This includes, but is not limited to, email and email attachments, Google Docs, web pages, phone calls, faxes, broadcasts, electronically transmitted files, information submitted online, etc. It also applies to details about an individual's online activities, and information from transactional logs.

Electronic Protected Health Information (ePHI): protected health information (PHI) that is produced, saved, transferred or received in an electronic form. In the United States, ePHI management is covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule.

Commented [SM7]: Added this definition.

Email Spam Robot (spam bot): A malicious program designed to covertly send unsolicited email (spam) from computers that it infects. The spambot is remotely controlled as part of a collection, or "army," of spam engines.

Encryption: The process of converting data into a cipher or code to prevent unauthorized access. The technique obfuscates data in such a manner that a specific algorithm and key are required to interpret the cipher.



COUNTY OF PLUMAS ACCEPTABLE USE POLICY

Essential Resource: A resource is designated as Essential by Plumas County if its failure to function correctly and on schedule could result in

- A major failure by a Campus to perform mission-critical functions
- A significant loss of funds or information
- A significant liability or other legal exposure to a Campus.
- A system required for the operation of a major function is an essential system.

File recovery: Restoring individual files or records from original, archive, or backup media.

FTP: "File Transfer Protocol." A non-secure method of transferring files between computers on a network. The currently preferred alternative is SFTP.

HIPAA: Federal Health Insurance Portability and Accountability Act. HIPAA Privacy and Security Laws mandate protection and safeguards for access, use, and disclosure of protected health information and/or ePHI with sanctions for violations.

HIPAA Data: See [Electronic Protected Health Information \(ePHI\)](#)

Commented [GS8]: Don't see this definition

HTTP: "Hypertext Transfer Protocol." The communication protocol (language) enables web browsing.

Commented [SM9R9]: Added above

HTTPS: "Secure Hypertext Transfer Protocol." An acronym used to indicate a secure, encrypted HTTP connection.

IMAP: "Internet Message Access Protocol." A mail protocol that provides access to email and management of email messages on a remote server.

IMAPS: Secure, encrypted IMAP.

Information Security Event: An identified occurrence in a system, service, or network state indicating a possible breach of information security policy, a failure of controls, or a previously unknown situation that may be relevant to security.

Infected Computer: A computer containing any type of malicious software.

Information Security Incident Response Plan: An Information Security Incident Response Plan is a written document detailing the steps required to address and manage an Incident or cyber-attack. A response plan is one part of a Security Program.

Information Security Incident Response Program: The full, comprehensive effort to identify, prevent, prepare for, respond and recover from Incidents or cyber attacks

Integrity: The consistency, accuracy, and trustworthiness of data over its entire lifecycle. Integrity is one of the 3 elements of the "CIA Triad" security model (Confidentiality, Integrity, and Availability).

IT Resource: A term that broadly describes IT infrastructure, software, and/or hardware with computing and networking capability. These include, but are not limited to, personal and mobile computing systems and devices, mobile phones, printers, network devices, industrial control systems (SCADA, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, and other devices that connect to any County network.

Malicious Software, or "malware": A generic term for software that performs unauthorized activities on a computer, causes damage, or allows unauthorized access to be gained. Examples of malicious software include viruses, spyware, and email spam robots.

Multi-Factor Authentication (MFA) is a method of computer access control in which a user is granted access only after successfully presenting multiple separate pieces of evidence to an authentication mechanism – typically at



COUNTY OF PLUMAS ACCEPTABLE USE POLICY

least two of the following categories: knowledge (something the user knows), possession (something the user has), and inherence (something the user is).

Network Service: A resource running on a device that can be shared by other computers. Examples include web servers, mail servers, file sharing, remote connectivity capability, and servers.

Password: A string of characters (letters, numbers, and/or symbols) used to authenticate an identity, verify access authorization, or derive cryptographic keys. Generally composed of not more than 8-16 characters.

Privileged Access: Privileged access is any access to systems, applications, databases, etc. that enables a user to carry out system administration functions, or that provides broad access to personal or County data (beyond just the user's data).

Privileged User/Accounts is a User/Account that by function, and/or seniority, has been allocated powers within the computer system, which are significantly greater than those available to the majority of users. Such persons will include, for example, the system administrator(s) and Network administrator(s) who are responsible for keeping the system available and may need powers to create new user profiles as well as add to or amend the powers and access rights of existing users.

Procedure: A collection of steps or processes that describe how the requirements of a specific job task, policy, or standard are met.

Public Information: Public information is any information relating to the conduct of the public's business. In the case of personal information, the term relates to information that has been determined not to constitute an unwarranted invasion of privacy if publicly disclosed.

Risk Assessment: A process to identify, rate, and prioritize risk, as well as to document risk tolerance.

Security Incident: A compromise of the confidentiality, integrity, or availability of Institutional Information in material or reportable way. A single event or a series of unwanted or unexpected information security events that have a significant probability of compromising business operations or threatening information security.

Sensitive Data: Sensitive data is an informal term used to describe information with some level of sensitivity.

Session Timeout: A process that automatically prevents user access to a system or application after a period of inactivity. The purpose of timeouts is to lock out unauthorized users when a system is unattended or when someone forgets to log out of an application.

SFTP: "Secure File Transfer Protocol."

A program that is similar to FTP and uses SSH to transfer files. Unlike FTP, SFTP encrypts both the session and the password so nothing is sent in clear text form. This prevents an eavesdropper from capturing or stealing passwords or data as they travel over the network.

A secure, encrypted method of transferring files between computers on a network.

SMTP: "Simple Mail Transfer Protocol." The *de facto* standard for email transmissions across the Internet. SMTP is a text-based protocol, where one or more recipients of a message are specified and then the message text is transferred.

<http://en.wikipedia.org/wiki/SMTP>

SNMP: "Simple Network Management Protocol." A protocol used by network management systems to monitor network-attached devices for conditions that warrant administrative attention. It consists of a set of standards for network management, including an application layer protocol, a database schema, and a set of data objects.

http://en.wikipedia.org/wiki/Simple_Network_Management_Protocol



COUNTY OF PLUMAS ACCEPTABLE USE POLICY

Spyware: Computer programs that typically track your use and report this information to a remote location. The more malicious spyware programs may capture and report keystrokes, revealing passwords and personal information. Users are often tricked into installing spyware programs without their knowledge. Spyware is sometimes referred to as adware.

Standard: Requirements that specify the set of administrative, technical, or procedural controls necessary to meet the related policy. Standards differ from the policy in that they can be more detailed and can change more rapidly in response to new technology or new or evolving threats.

System: In general, an interrelated group of electronic components, e.g. hardware and/or software, that work as a coherent entity. Concerning information security breaches, a system is any computer-readable collection of information that contains electronic data in an organized form such that information about a particular subject can be distinguished from information about other subjects.

Transactional Information: Information, including electronically gathered information, is needed either to complete or to identify an electronic communication. Examples include but are not limited to electronic mail headers, summaries, addresses, and addressees; records of telephone calls; and IP address logs. Transactional information does not include the actual contents of people's computers, files, emails, telephone conversations, etc.

Truncate: To make it shorter. This can be to reduce or eliminate the sensitivity of data, such as using the last four digits of a Social Security number instead of the entire number.

Unit: An IT, academic, research, administrative or other entity operating within Plumas County. A Unit is typically a defined organization or set of departments.

Updates: Updates "fix" an inherent flaw or security risk in an operating system (the basic program that runs a computer) or in application software. Updates are released on an as-needed basis – typically from the operating system or software vendor (such as Microsoft, Apple, or Mozilla).

User ID is a unique symbol or character string used by an information system to identify a specific user.

Virus: Computer viruses are small, self-replicating computer programs that interfere with computer operation. The effect of viruses can range from negligible to devastating, depending on what the virus program does when it runs. A virus might, for example, corrupt or delete data on a computer, spread itself to other computers, or even install a malicious program.

VPN or Virtual Private Network is a method employing encryption to provide secure access to a remote computer over the Internet.



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 6, 2022

SUBJECT: Approve the Updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2022-2023; discussion and possible action.

Recommendation

Recommendation:

Approve the Updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2022-2023 as submitted and recommended.

Background and Discussion

On November 16, 2022, the Community Corrections Partnership Executive Committee convened to discuss the updated Public Safety Realignment Implementation Plan. Upon further discussion and amendments, a final draft was proposed.

Attached is the updated Plan to correspond with the approved budget for 2022-2023 Fiscal Year and the updated survey, which reflects year end goal progress for Fiscal Year 2021-2022 and upcoming goals for Fiscal Year 2022-2023, which is required by the State every year and due December 15, 2022.

Therefore, it is respectfully recommended that the Board of Supervisors approve of the Public Safety Realignment Implementation Plan Update and Survey for Fiscal Year 2022-2023.

Action:

Attachments:

1. CCP Realignment Plan FY22.23 FINAL
2. FY 22-23 CCP Survey Part A - FINAL Draft
3. FY 22-23 Survey Part B - Final Draft
4. BOS Recommendation Letter - CCP Updated Plan and Survey FY22.23



Public Safety Realignment

Implementation Plan Update 2022/23



The vision of the Plumas County Community Corrections Partnership is a collaborative approach to preventing crime, reducing recidivism, holding offenders accountable, and promoting a safe and healthy community by utilizing evidence-based and fiscally responsible policies and practices

Executive Committee of the Community Corrections Partnership

CHIEF PROBATION OFFICER, CHAIR:	Keevin Allred
DISTRICT ATTORNEY:	David Hollister
SHERIFF:	Todd Johns
SUPERIOR COURT DESIGNEE:	Deborah W. Norrie - Court Executive Officer
PUBLIC DEFENDER:	Craig Osborne
BEHAVIORAL HEALTH:	Sharon Sousa

OVERVIEW OF THE PUBLIC SAFETY REALIGNMENT ACT (AB109)

To comply with a United States Supreme Court decision to reduce California's prison population, and assist in alleviating the State's financial crisis, the Public Safety Realignment Act (AB109) was signed into law on April 4, 2011. AB 109 redefined felonies and shifted responsibility for both supervising and housing certain convicted felony and parolees from the state to the county. Implementation of the Public Safety Realignment Act began October 1, 2011.

Simultaneously, Section 1230.1 of the California Penal Code designated a local Community Corrections Partnership to oversee a county's Public Safety Realignment Plan. Consistent with local needs and resources, recommendations should maximize the effective investment of criminal justice resources in evidence-based correctional programs and sanctions.

Target Population of AB 109

All defendants requiring the investment of criminal justice resources.

Additional Key Elements of AB 109

Post-Release Community Supervision (PRCS): Offenders released from state prison on or after October 1, 2011, after serving a sentence for a current non-violent or non-serious offense, and/or as a non-registerable sex offense, regardless of prior convictions, are subject to PRCS for a period not to exceed three years. Petitions to revoke PRCS are filed with the Plumas County Superior Court by the Probation Department. PRCS revocations are prosecuted by the District Attorney and defended by the public defender in hearings heard by the Superior Court. Any jail time imposed as a result of the revocation is served in local custody and cannot exceed 180 days.

Custody and Mandatory Supervision: Offenders sentenced for a non-violent, non-serious, or non-high risk sex offense after October 1, 2011, can serve sentences in county jail by means of either a straight commitment or a split sentence (combination of custody time and mandatory supervision time).

State Parole Supervision: California parole agents supervise offenders with current commitments for violent or serious felony offenses, or offenders classified as "high risk sex offenders". Parolees who violate the terms of their parole cannot be returned to state prison custody; rather these offenders serve any sentence for their

violation in the county jail. Individuals violating the conditions of their parole can serve up to six months in jail. Effective July 1, 2013, all parole revocations are filed and heard in the Plumas County Superior Court.

Enhanced Local Custody Alternatives: The legislation encourages and supports alternatives to local jail custody with programs including work release, home electronic monitoring and pretrial services.

Community-Based Sanctions: The legislation authorized counties to use a range of intermediate sanctions to hold offenders accountable and mitigate the need for revocation hearings. Intermediate sanctions are typically progressive and may include more frequent incarceration in the county jail for no more than ten days, as well as other options.

Felony Probation: The Probation Department continues to supervise defendants placed on formal probation. In the event a formal probationer is violated, the probationer can have their probation restored or have their probation revoked and be sentenced to county jail or prison. Under Penal Code Section 1170(h), certain eligible, convicted felons sentenced to state prison, to be served in county jail as a “straight sentence”, will not have any period of supervision after they complete their custody time. If sentenced to a “split sentence”, a felon will be subject to supervision after their period of incarceration.

Community Corrections Partnership

By law, the Community Corrections Partnership is responsible for developing the Plan for implementing AB 109, which is then voted on and approved by the CCP Executive Committee. The CCP Executive Committee recommends the Plan to the Board of Supervisors and is responsible for advising the Board of Supervisors regarding funding, implementation, and outcomes of the Plan.

The CCP Executive Committee meets regularly and recognizes the need for county and community partners to work together to effectively provide services for this population. The Executive Committee will continue to meet regularly to address the impact of AB 109 and its historic changes to California criminal law.

The CCP’s intent is to provide a plan which, consistent with the local needs and resources of Plumas County, addresses approaches maximizing the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multiservice centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs.

Primary Goals:

- Enhance the safety of Plumas County;
- Reduce recidivism;
- Assist offenders in the journey of becoming clean and sober, stopping drug-related crime, and reuniting broken families; and
- Use evidence-based assessment tools to identify criminogenic needs and address those needs with evidence-based programs and services.

FUNDING AND BUDGETS

The Community Corrections Subaccount was created in 2011 as part of the “Local Revenue Fund 2011” as set forth in Assembly Bill 118. AB 118, as codified in Section 30025 of the Government Code, provides a funding mechanism to offset the increased burden placed on counties by AB 109. Under Section 30025(e) of the Government Code, state funds deposited into the Community Corrections Subaccount are to be used exclusively for “Public Safety Services” as defined in subdivision (i). Subdivision (i) includes, among other activities, employing and training public safety officials, including law enforcement personnel; managing local jails; and providing housing, treatment, and services for, and supervision of, juvenile and adult offenders.

OVERVIEW OF PROGRAMS AND IMPLEMENTATION STRATEGIES

The Superior Court: The Court actively participates with County agencies by referring felony and misdemeanor offenders to the appropriate service both prior to and after case adjudication. The first and third Mondays of each month, the Court presides over collaborative court sessions – Community Justice Court, Prop 47 Treatment Court and AB1810 Court. The Court meets with counsel and all treatment providers prior to the calendar calls to discuss the offender’s progress and what additional or different services could be offered offenders. The goal of the Court is to order services that will assist offenders from engaging in further criminal conduct. During the regular weekly misdemeanor and felony calendars the Court makes orders referring defendants to appropriate services both pre-adjudication and, after sentencing, through terms and conditions of either formal or informal probation.

The Court is always willing to review additional resources, programs or collaborative courts that would reduce recidivism.

Sheriff’s Office: The jail population has been affected since the implementation of AB 109. The jail now houses state parole violators, PRCS violators, and prison commitments pursuant to Section 1170(h) of the Penal Code. These are all populations not experienced by the Sheriff’s Office prior to AB 109. The jail houses an average of 11 AB 109 or realigned offenders per month. This increases the costs associated with housing, processing, feeding, inmate health care and out-of-custody supervision. The facility has a maximum capacity of 67 inmates and is outdated. The facility is staffed 24 hours a day, 365 days per year in compliance with State minimum standards for the operation of local detention facilities. Jail staff consists of 1 Jail Commander, 5 Sergeants, and 19 Correctional Officers. Of these staff, 2 full time Correctional Officer positions are funded through AB 109. The average cost to house an inmate is \$179.31.

Alternative Custody Sentencing: Inmates who pose a low risk to public safety earn the ability to be placed on electronic monitoring, house arrest, work and educational programs or weekend commitments. This is determined by the crime they are convicted of, their criminal history, need for alternative custody and the length of time of their commitment. Low risk offenders can be allowed to spend their entire commitment on a program. This is based on several factors. Inmates that are incarcerated to longer sentences can be released on a program. These inmates typically must serve at least half of their time in custody, have completed some target programming, have established a stable living environment and typically have employment and or educational programs in place. The correctional staff spend time with the inmates and assist them with job applications, interview skills, obtaining basic employment needs such as a social security card, driver’s license and birth certificates. More recently, correctional staff have assisted inmates in enrollment at FRC, assisted

with financial aid packets and scheduling classes to help in their educational needs. Inmates that qualify for educational furlough have ridden public transport to F.R.C. from the jail and lived off-site and attended school.

In order to help prepare for transition from the correctional facility to the general public, some inmates are selected to participate in work off the facility grounds when available. This allows the inmate to gain work experience and better their chances for future employment upon release. In house, we allow qualified inmates to participate in the culinary program. Not only does this program provide basic healthy cooking skills, it gives the inmates opportunity to obtain a "Safe Serve" certificate to assist them in finding work in the restaurant industry upon release. Inmates can also be selected to the courthouse cleaning crew which helps to provide them with basic sanitation skills which can lead to employment in janitorial services. These are an important component of making inmates self-sufficient prior to release from the facility and reducing recidivism. The 2 Correctional Officer positions are assigned to overseeing the monitoring of the inmates in these programs, however several officers assist in order to make all programs function properly.

AB 109 funds are utilized to fund two full time Deputy Sheriff positions. These positions assist Corrections with the Electronic Monitoring Program by; completing the preliminary search of a residence and confirming the actual address where the inmates lists as their residence. Additionally, Deputies conduct random and requested contacts on participants in the program. Deputies are also used to confirm participants are at work when participating in the work release program and relay any discrepancies when noted. When violations occur, Deputies assist corrections in returning participants and their monitoring equipment to the facility. They continually assist in monitoring inmates enrolled in Alternative Custody Programs and accompany the Deputy Probation Officers in the field and perform patrol work. These positions also assist the District Attorney's Alternative Sentencing / Prop 47 Program with checks on their clients when requested to do so.

Over the year Medicated Assisted Treatment (MAT) has been implemented in the jail for inmates who use or have a history of opioid use or abuse. This program was initiated in the medical field throughout the nation and pushed into the criminal justice system and corrections in an effort to reduce opioid overdose deaths. The participants in this program range from one inmate to ten inmates at any given time being treated inside the facility. This has caused increases in prescribed medications, counseling and medical treatment, which has had a fiscal impact.

Through partnerships with other county departments, schools, and community organizations, inmates also have access to services from the Behavioral Health Department, to include tele-psych, Celebrate Recovery substance abuse counseling, individual and group counselling; a college correspondence course, and when possible attending FRC, Bible Study, and the Mise En Place culinary arts program in which the inmates earn a safe serve certificate. We have had the opportunity to assist the Parks and Recreation Department with building playground equipment. This experience led to two inmates getting job upon release, one with the Park and Recreation Department and the other with a local contractor. Our Culinary class has provided meals to sale for FRC's horse auction, served at a Rotary function and assisted in prepping food for other community events. All these experiences has led to better community understanding of our programs and given the inmates an opportunity to re-establish into their communities.

The future goals of the Sheriff's Office are to expand on contact with AB-109 clients by patrol. The intent is to take a mentoring approach by patrol staff. Many times, the only contact an AB-109 client has with patrol is when they have violated their terms or are suspected of a crime. By patrol engaging in a routine check on clients, the goal is to better address any issues before they become a criminal violation. Engaging with patrol in a positive light will institute a feeling of support and assistance and can provided indicators of what services

may be lacking when a client is struggling to succeed. These contacts may be by a solo officer or in conjunction with Probation.

In corrections, we intend to continue to look for additional educational and job training services. Staff has continually reached out to local businesses who may be able to employ likely candidates. We have and will continue to expand any job training programs within the county to increase the likelihood of inmates having employment and bettering the success rate upon release. The overall goal within the correctional facility is to have all aspects of re-entry services established and functioning at a high level prior to opening the new facility where all services will be provided at the Daily Reporting Center by the different departments in our county.

Probation Department: The Probation Department is implementing evidence-based practices, including but not limited to, a behavior response matrix, data collection, Cognitive Behavioral Therapy (CBT) Journaling, Cognitive Restructuring Group (CRG) and completion of needs assessments and case plans. Recent years have witnessed implementation of evidence-based practices in the Probation Department by hiring two full time Deputy Probation Officers, hiring a Management Analyst, increasing trainings, increasing field presence, staff reassignments, and implementing interactive journaling. Continued progress toward becoming a research driven organization is anticipated. Staff remain dedicated to strategies which promote positive behavior change in offenders, reduce recidivism and ultimately enhance community safety.

The Probation Department investigates, assesses, and supervises offenders; and is an essential, neutral arm of the Court. Probation utilizes the Static Risk and Needs Assessment (SRNA) to assess defendants prior to sentencing, who are not recommended for a prison commitment. In addition, staff assess offenders who are released in the community under PRCS. Review of the CDCR pre-release packet and participation in a Pre-release Video Conference with CDCR enable Probation Officers to prepare the defendant for reentry. Based on risk scores, offenders are assigned to the appropriate supervision guidelines.

Those released under PRCS are placed on an AB 109/High Risk caseload for Intensive Supervision. These caseloads can vary and are assigned to 1-2 full time Deputy Probation Officers. The first AB109 Deputy Probation Officer will average a FY22-23 caseload of 20:1-50:1 depending on the number of clients receiving intensive supervision services. The second AB109 Deputy Probation Officer will average a caseload of 40:1-50:1 with caseloads likely to include Moderate Risk, Domestic Violence, DUI, Sex Offender, and Community Justice Court caseloads. Support, fiscal, data, and supervisory staff provide support to the Probation Officers. In order for Deputy Probation Officers to effectively supervise clients, the American Probation and Parole Association (APPA) Standards recommend moderate to high-risk caseloads not exceed 50 and intensive supervision caseloads not exceed 20. This Department combines these caseloads and includes Community Justice Court and Re-Entry clients. Clients assigned to these caseloads are assessed using the Offender Needs Assessment (ONA), an evidence-based assessment tool, and provided programming and services targeting their top criminogenic needs. A case plan will be developed and updated as necessary with the client, focused on their top criminogenic needs, in order to assist the offender to be successful in the community, thus minimizing the risk to reoffend.

Comprehensive supervision and case management includes risk and needs assessments, collaborative case planning, exposure to a variety of treatment options, use of motivational interviewing, drug testing, field contacts, electronic monitoring, swift and certain responses to violations using graduated sanctions and incentives to promote positive behavior change, and other efforts to support the successful integration of offenders in the community.

Housing: CCP funds will be used to partially support a contract for transitional housing. PRCS clients will be prioritized. Transitional housing services will include intensive case management, case planning, life skills training and access to all services provided by the Probation Department, as well as referrals to other applicable service providers. Participants will receive intensive supervision and support.

Intensive Supervision: A critical component to enhancing public safety and reducing recidivism begins with holding clients accountable through field visits, searches, case planning, victim contacts, and collateral contacts. The Probation Department provides evidence-based assessments, graduated sanctions, interventions, drug testing, electronic monitoring, apprehension of offenders who violate the conditions of their supervision, positive incentives, and reporting to the Court.

Multi-Disciplinary Re-Entry: This program assists incarcerated clients in making a successful transition to the community by streamlining the release process, improving collaboration between essential service providers, linking inmates to effective in-custody and post-release evidence-based programming, and providing general support. Program goals include, but are not limited to, assisting clients with: Obtaining stable housing, obtaining stable employment, education services, and accessing appropriate mental health services. Currently, the Probation Department assists with transportation out of custody to the County for PRCS clients, facilitates options for stable housing, and conducts Pre-Release Video Conferencing (PRVC). This program is expanding to locally incarcerated individuals and implementation of Getting It Right cognitive behavioral journaling.

Electronic Monitoring and GPS: This program provides a viable alternative to jail incarceration and allows offenders to maintain employment and/or schooling, obtain services, and care for their family under increased supervision. This program assists with reintegration, accountability, and monitoring.

Drug/Alcohol Testing: Drug testing often supplements offender drug treatment, relapse prevention, and is often a condition of supervision. The Plumas County Probation Department has drug testing locations in Quincy and Portola. This program also includes 24/7 alcohol monitoring.

Interactive Journaling: The Probation Department facilitates the Courage to Change journaling series to adult clients. This program assists clients in making positive and lasting life changes. It is an evidence-based approach to helping clients move through the stages of change.

52-Week Batterer's Intervention Program: This program, offered through a community provider, assists both males and female clients, supervised by the Probation Department, in their desire to stop the abusive behaviors they have chosen in the past. The primary purpose of this program is to protect those in the community who have been a victim of domestic violence. This purpose is pursued by offering skills of accountability, healthy life choices, and non-violent relationships that respect both themselves and those who they are in a relationship with. These skills are to be used as options when coping with difficult relationship issues. Each participant's program follows a treatment plan which includes standardized elements and can have case-by-case collateral requirements designed to help increase their benefit from the program and reduce their likelihood of recidivism.⁷ This program meets all current California Penal Code 1203.097 standards regarding such programs.

Cognitive Behavior Restructuring Group: This 16-week program, offered through a community provider, encourages clients to develop their ability to recognize distorted or unrealistic thinking and change problematic thinking and behaviors.

Sex Offender Treatment: Clients convicted of certain sex related offenses are provided with an approved Sex Offender Management Program. The program may include individual counseling, family counseling, and polygraphs to help addicts deal with issues underlying their addiction, shame, guilt, and pain.

Intensive Outpatient Treatment: This program is currently offered by the Behavioral Health Department through trained facilitators. It is an indispensable element of effective substance abuse and mental health treatment. Additionally, the Behavioral Health Department provides clients with other resources and referrals such as therapy and housing.

Further Collaborations: The Probation Department maintains relationships with various community organizations to provide opportunities that promote client success, including but not limited to: Celebrate Recovery, Work/job programs and services, housing and transitional assistance, and adult education and literacy.

District Attorney's Office: The Alternative Sentencing Program Office is located within the District Attorney's Office and works with the Courts throughout Plumas County, ancillary service providers, non-profits as well as law enforcement to ensure a quality, evidence-based pretrial release, re-entry and reintegration program is being offered in Plumas County.

The Plumas County Alternative Sentencing Program (ASP) Office exists to assist offenders in the journey of becoming clean and sober, stop drug-related crime, reduce impaired driving and reunite broken families.

By utilizing the ASP, clients are ensured safe, monitored, evidence-based assessments, referrals and services. By giving qualified defendants the opportunity to retain employment and housing as well as spend limited time in custody, ASP provides high-cost savings to taxpayers. ASP is proud to provide evidence-based and effective services that benefit the clients and the community at large.

When an individual is sentenced or referred by the Court to any track in the Community Justice Court (Diversion, AB1810, Drug Court), ASP staff will interview the offender and refer them to the appropriate treatment, education or counseling program by conducting an interview and utilizing the RANT triage tool (to include DUI), CARS-5, CARS MH, as well as Risk and Need Responsivity Tool and ORAS assessment tools. By utilizing the Alternative Sentencing program, clients are ensured safe, monitored, evidence-based assessments, referrals and services. Additionally, clients have complete and certified documentation of program enrollment and completion, which is sent directly to the Court and Probation. By helping qualified and court-referred defendants the opportunity to retain employment and housing as well as limited time spent in custody, the ASP provides high-cost savings to taxpayers. Alternative Sentencing is proud to provide evidence-based and effective services that benefit clients and the community at large.

The ASP gives the Courts, prosecutors, and defense bar additional information to streamline the Adjudication process and assist the offender in returning to work, early identification and referral to necessary counseling and treatment services. The ASP is available on all arrests that take place in Plumas County with the goal to assist the Courts, prosecutors and defense bar in the identification of safe, effective programs, and treatment that will address the offenders' criminogenic needs and at the same time help advance public safety.

Other services of the ASP may include:

- Assisting in collecting, compiling, verifying and evaluating information regarding defendant's criminal history.
- Evaluate defendant's eligibility for alternative sentencing programs and services.
- Determine when a specialized program referral is appropriate and/or necessary.
- Assist in coordinating intensive case management services for assigned defendants.
- Assist with and coordinate placement of defendants into transitional housing, substance abuse, mental health and related treatment programs.
- Serve as a resource regarding the effectiveness of specific reentry programs.
- Work with the local Corrections facility in the implementation and oversight of evidence-based programs in the jail as well as transition planning upon release.
- Oversee and manage all evidence-based services offered to offenders through the Day Reporting Center as well as through other service providers.

The ASP in the past was responsible for the creation; implementation and oversight of the Day Reporting Center, where all released participants reported and received services. That service concluded in 2016 when other county departments opted not to work with Criminal Justice system. The closing of the Day Reporting Center has dramatically impacted the recidivism rate within Plumas County and caused the level of services available to those criminally involved offenders to be reduced radically doing more harm than good for Plumas County.

Blending Reentry Integration with Diversion and Growth for Excellence (BRIDGE) Re-entry & Reintegration project: The Bridge Project will address the needs of those individuals who are transitioning from incarceration back into the community but unlikely to succeed without intensive supportive services. ASP, in collaboration with Rethink Industries and other community-based partners, will address the housing and intensive case management needs of offenders across all programming in collaboration with Bridge housing. ASP and community-based partners utilize a multi-disciplinary team approach, evidence-based treatment modalities, shared assessments, and intensive case management, planning and implementation. Participants are connected to services that best meet their needs with special attention given to specific demographics as identified with respect to race, ethnicity, gender, sexual orientation, or immigration status.

Community Justice Court (CJC): Alternative Sentencing oversees this collaborative Court program which includes multiple tracks including the AB 1810 Mental Health Diversion Court and diversion track. The goal of the Plumas County is for participants to learn to live their lives without alcohol and/or drugs and

for them to address all the related problems associated with alcohol/drug use, especially the criminal behavior that hurt them, their family and loved ones, and the community. This program affords participants the opportunity to eliminate future criminal behavior and improve the quality of their lives while assisting them in addressing an array of legal, housing, vocational, and treatment needs as individually identified for each participant. To be successful in recovery and addressing addiction, mental health, and other issues, the participants must have access to a community-based, coordinated system of comprehensive services overseen by the Superior Court and supported and approved by criminal justice partners.

In the 55-month period from June 2017 through March 2022, Rethink Industries, provided access to individual, family, couples, youth and group therapy to 115 clients totaling 3,506 service hours and housed 21 individuals in Transitional Sober Living.

Day Reporting Center: The Day Reporting Center (DRC) is currently closed. When reopened The Plumas County Day Reporting Center (DRC) will be an on-site cognitive restructuring program designed to change an offender's adverse thinking patterns, provide education and job training to enable long-term employment, and hold unemployed offenders accountable during the day.

With the partnership of the Plumas County Sheriff's Office the Alternative Sentencing Program plans to move forward with opening and operating a new Day Reporting co-located with the new Plumas County Correctional Facility. The jail construction grant that was awarded to the Plumas County Sheriff's Office with the assistance of ASP in the second round includes space for a Day Reporting Center and will be utilized upon completion of construction of the new facility.

When reopened, the goals of the DRC would be to reduce offender rearrests, assist offenders in successful reentry by providing needed services, and increase public safety by holding offenders accountable. These goals will be achieved by providing skill-based learning opportunities, educational and vocational training and intensive community supervision. Participants who report to the Day Reporting Center will have the opportunity to experience the following:

- Reconnection with their families
- Apply for social service benefits
- Enroll in medical benefits
- Locate and maintain stable housing
- Improve educational and vocational skills
- Find and retain meaningful work
- Participate in structured activities within the community
- Enhance their coping skills through group and peer counseling
- Structure their activities within the community

The goal is to assist the Courts, prosecutors and defense bar in the identification of safe, effective programs, treatment, sanctions and incentives that will address the offenders' criminogenic needs and at the same time help advance public safety.

Behavioral Health Department: "The mission of Plumas County Behavioral Health is to provide quality, accessible, culturally and personally sensitive behavioral health services, supported by sound, ethical business practices, to enhance people's ability to function effectively within their community." Plumas County Behavioral Health management is guided by the following principles: a) continuous learning and improvement in service delivery and administration, b) quality mental health and substance abuse services for persons of all ages, c) partnership at all levels and between all levels, d) preventive and integrative approaches to behavioral and physical health, e) dignity, respect and compassion for all persons, f) active involvement of consumers in their treatment and recovery process, and g) cooperation and support with county partners, community providers and agencies. Efficient and effective use of resources and measurable outcomes are underling principles.

Within the criminal justice system, Behavioral Health provides invaluable services, including services for clients on felony and misdemeanor calendars, provides crisis assessments for at-risk, in-custody defendants, provides services for the Community Justice Court and Prop 47 Diversion programs and provides full services for the AB1810 Mental Health Diversion program. Additionally, it is anticipated Behavioral Health will staff and serve as a stakeholder upon the opening of the Day Reporting Center.

The Behavioral Health Department provides outpatient services for mental health and substance use disorders in Quincy and at its Community Wellness Centers in Portola, Greenville and Chester. Outpatient residential services for substance use treatment are funded by the Substance Abuse Prevention and Treatment/SAMHSA grants through contracted out-of-county facilities. The primary target for mental health services are Plumas County MediCal beneficiaries as determined in the Mental Health Plan with the State. Services include outpatient individual and group therapy provided by staff. Inpatient mental health services are provided by hospitals and psychiatric health facilities located out of county. The electronic health record data system tracks these mental health services which are reimbursable for non-custody clients.

The Behavioral Health Department provides individual and group mental health related services at the jail. Criminal justice involved populations, both in and out of custody, benefit from an array of group and individual services provided by the Behavioral Health Department for mental health, substance abuse, and case management needs.

AB 109 funds are utilized to ensure ongoing, consistent provision of services in the jail. This funding supports the cost of providing Tele-med services in the jail and the associated costs of nursing staff and case management screening and documentation.

CCP Plan and Future Goals

Plumas County's CCP continues their commitment to reducing recidivism by maximizing the effective investment of criminal justice resources in evidence-based correctional sanctions and programming. Achievement of this goal continues to be contingent on an early-intervention, integrated model. While this model is primarily court-based, all stakeholders are necessary to its success.

Day Reporting Center

Plumas County operated a highly successful Day Reporting Center until recently. The CCP Executive Committee intends to reopen the Day Reporting Center. The Day Reporting Center (DRC) is both a place and a program. The DRC will provide a “one stop shopping” approach for a myriad of offenders in the criminal justice system. The DRC will house community (both public and private) service providers in one location. Offenders will be directed to the DRC and provided appropriate services as determined by evidence-based assessment tools. Among the service providers can be organizations such as Alternative Sentencing, Behavioral Health, Probation, Parole, Alliance for Workforce Development, PCIRC, PRS, etc.

In the coming years, the Plumas County Sheriff's Office will open a new correctional facility with an attached 1,000 square foot dedicated Day Reporting Center.

Goal	Create Plan for opening of Day Reporting Center fall 2023
Objective	Identify agencies to operate in DRC
Objective	Identify program schedule and needs for opening in fall 2023
Objective	Identify and develop therapeutic referral resources and support for clients focusing on health, housing, education, and sustaining employment to be offered through Day Reporting Center.
Objective	Identify and outline target population to be served at Day Reporting Center
Objective	Improve supervision strategies that will reduce recidivism and improve criminal thinking
Outcome Measure	Number of referrals for mental health and/or substance use assessments that are engaged in services
Outcome Measure	Number of offenders enrolled, participating and completing programs
Outcome Measure	Percent that obtain employment as a result of DRC engagement 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Outcome Measure	Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant

	Court appearances Employment Permeant long term Housing Family reunification
Outcome Measure	Recidivism rates 1 year out 3 years out 5 years out
Progress toward stated goal	A successful Day Reporting Center model existed in Plumas County until 2017. Much of the framework has already been created. Conversations are occurring concerning which entities will participate.

Blending Reentry Integration with Diversion and Growth for Excellence (BRIDGE) Re-entry & Reintegration project:

Expansion of the reentry services being provided by the Asp will further assist incarcerated individuals in making successful transition to the community by streamlining release processes, improving collaboration between essential service providers, linking inmates to effective in-custody and post-release evidence-based programming, and providing general support for the realignment population. This population includes high and moderate risk incarcerated individuals who will be released without supervised probation. Program goals include, but are not limited to, assisting clients with the following: Obtaining stable housing, obtaining stable employment and/or vocational training; education services, accessing appropriate mental health services, and accessing appropriate evidence-based programming.

The BRIDGE Multi-Disciplinary Reentry Team (MDRT) may consist of representatives from the following agencies: ASP, Plumas District Hospital, Plumas County Correctional Facility, and the Behavioral Health Department; Community partners such as Rethink Industries, the Alliance for Workforce Development (AFWD) and/or the Adult Learning Center will also play an integral role in each offender's successful reentry case plan. Appropriate participants will be identified by the MDRT, following their 10-day wellness visit. Assessments and planning will begin once the 10-day wellness visit has been completed, once the individual is sentenced and a release date is identified development of a release plan will commence by providing participant with re-entry workbook. Ninety days prior to release workbook will be complete and weekly meetings with ASP re-entry case manager will begin. Sixty days prior to release, the MDRT will have met with the client and developed a formal Reentry Case Plan, specifically addressing each client's needs as identified by the appropriate evidence-based risk and need assessments, alongside initiating the appropriate referrals for services and programming. Thirty days prior to reentry a review the client's reentry case plan, and ensure the appropriate referrals and services are in place and a plan for release day will be created.

Goal	Create and Implement BRIDGE Reintegration Project
Objective	Identify defendants who are in custody and who will remain in custody for 3 months or longer.

Objective	Identify and engage assess eligible defendants by conducting interviews, assessments and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to begin referrals and reintegration process while still in custody
Objective	Improve collaboration and coordination with service providers and increase Medi-Cal enrollment upon release
Outcome Measure	Percent that are placed in housing for those that need it upon release Percent that maintain housing after release
Outcome Measure	Program engagement and completion while in custody
Outcome Measure	Percent that obtain employment upon release within: 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Outcome Measure	Percent that obtain medical coverage upon leaving facility Percent that have no gap in medications Percent that have scheduled medical and dental appointments upon release Percent that attend scheduled medical and dental appoints once released
Outcome Measure	Recidivism rates 1 year out 3 years out 5 years out
Progress toward stated goal	ASP has secured funding from multiple sources to plan and implement BRIDGES project.

Goal	Expand Community Justice Court, Day Reporting Center, and BRIDGEs Project
Objective	Increase number of referrals to CJC
Objective	Increase number of referrals for BRIDGE project
Objective	Identify and engage assess eligible defendants within 15 days of arrest, by conducting interviews, assessments, and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to include Community Justice Court or Day Reporting Center and BRIDGE project
Objective	Access to treatment- send referrals for mental health and substance use assessments for those interviewed and identify as having a need for further assessment or request a referral to be made for Day Reporting Center or Community Justice Court
Objective	Improve collaboration and coordination with service providers and increase Medi-Cal enrollment upon release

Outcome Measure	Number of interviews, early screening and identification for arrestees that are currently or have previously served in the Military and are suffering from substance use disorders and/or mental illness and may be in need of additional ancillary services in order to abide by any Court orders
Outcome Measure	Policy in place for Medi-Cal eligibility and enrollment that begins in custody and is in effect upon release.
Outcome Measure	Number of referrals for mental health and/or substance use assessments that are engaged in services upon release from custody and in programs
Outcome Measure	Percent less likely to offend while engaged in services and programs to include Community Justice Court and Day Reporting Center and BRIDGEs
Outcome Measure	Number of referrals vs. number of arrestees eligible and interviewed for <ul style="list-style-type: none"> ● BRIDGE Project ●Community Justice Court ●Day Reporting Center
Progress toward stated goal	Jail construction has begun CJC is operating and additional funding is being sought for continued growth Collaborative meetings with partners for BRIDGE partners have been taking place and policies are starting to be written.

Multi-Disciplinary Reentry Program / Bridges Reintegration Program:

Expansion of the reentry services being provided by the Probation Department will further assist incarcerated individuals in making successful transition to the community by streamlining release processes, improving collaboration between essential service providers, linking inmates to effective in-custody and post-release evidence-based programming, and providing general support for the realignment population. This population includes high and moderate risk formal probation clients, parole revocations, Post-release Community Supervision clients, Mandatory Supervision clients and 1170(h) PC clients. Program goals include, but are not limited to, assisting clients with the following: Obtaining stable housing; obtaining stable employment and/or vocational training; education services; accessing appropriate mental health services; and accessing appropriate evidence-based programming.

The Multi-Disciplinary Reentry Team (MDRT) can consist of representatives from the following agencies: Probation Department, Plumas County Correctional Facility, and the Behavioral Health Department. Community partners such as the Plumas County Crisis Intervention & Resource Center (PCIRC), the Alliance for Workforce Development (AFWD), and/or the Adult Learning Center will also play an integral role in each offender's successful reentry case plan. Appropriate Moderate/High Risk clients will be identified by the MDRT ninety days prior to release from custody, at which time development of a release plan will commence. Sixty days prior to release, the MDRT will have met with the client and developed a formal Reentry Case Plan, specifically addressing each client's needs as identified by the appropriate evidence-based risk and need assessments, alongside initiating the appropriate referrals for supervision, services and programming. Thirty days prior to reentry, the Deputy Probation Officer will work with the client and

Correctional Reentry Representative to confirm the date of release, review the client's reentry case plan, and ensure the appropriate referrals and services are in place. Upon the day of reentry, the Deputy Probation Officer will accompany the client to Probation or the appropriate receiving agency for check-in. Whenever possible, similar efforts will be made for clients who have less than 90 days of confinement time.

Goal	Create and Implement Multi-Disciplinary Reentry Program
Objective	Identify defendants who are in custody and who will remain in custody for 3 months or longer.
Objective	Identify and engage eligible defendants by conducting interviews, assessments and screenings in order to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services. Begin referrals and reintegration process while still in custody
Outcome Measure	Percent that are placed in housing for those that need it upon release Percent that maintain housing after release
Outcome Measure	Program engagement and completion while in custody
Outcome Measure	Percent that obtain employment upon release within: 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Outcome Measure	Percent that obtain medical coverage upon leaving facility Percent that have no gap in medications Percent that have scheduled medical and dental appointments upon release Percent that attend scheduled medical and dental appoints once released
Outcome Measure	Recidivism rates 1 year out 3 years out 5 years out
Progress toward stated goal	Probation Component - Assigned Probation Officers have engaged clients prior to reentry and assessed needs of clients with ONA assessments. Referrals for services were made prior to clients release from custody, including maintaining Behavioral Health services when applicable. The Probation Department obtained transitional housing to be made available to clients reentering the community from prison or jail. Additional housing resources will likely be needed and are being pursued. All PRCS clients are being engaged in Pre-release Video Conferences prior to release. These conferences include invitations to services providers who may be able to provide services or resources to these clients. Probation Officers have attempted to pick clients up at the jail when they are being released back into the community. Data entry needs improved to more effectively track services provided.

FY 2022-23 Community Corrections Partnership Survey

PART A

Part A of the Fiscal Year (FY) 2022-23 Community Corrections Partnership (CCP) Survey collects information about CCP Membership and implementation of the county's CCP plan. For detailed guidance on how to complete Part A of the CCP Survey, please refer to the [FY 2022-23 CCP Survey Data Reporting Guide](#).

Part A is divided into five (5) sections:

- Section 1: Respondent Information
- Section 2: CCP Membership
- Section 3: Goals, Objectives, and Outcome Measures
- Section 4: Types of Programming and Services
- Section 5: Optional Questions

When applicable, use **person-first language** and terminology that eliminates potential generalizations, assumptions, and stereotypes.

Responses to the CCP Survey shall represent the collective views of the CCP and not a single agency or individual.

SECTION 1: RESPONDENT INFORMATION

Section 1 asks questions related to the county for which survey responses are provided, the individual who is completing the survey, and who BSCC may contact for follow-up questions. There are three (3) questions in this section.

1. Please identify the county name for which this survey is being submitted: Plumas
2. Provide the contact information for the individual completing this survey in the spaces provided to the right of the list.

Survey Respondent Contact Information	
Name:	Keevin Allred
Organization:	Plumas County Probation
Email Address:	keevinallred@countyofplumas.com
Phone Number:	5302836200

3. Identify the individual who may be contacted for follow up questions. Check the appropriate box to the left of the list.

- Same as above
 Other (If "Other" is selected, provide contact information below)

Survey Follow-up Contact Information	
Name:	Miguel Herrera

Organization:	Plumas County Probation
Email Address:	miguelherrera@countyofplumas.com
Phone Number:	5302836200

SECTION 2: CCP MEMBERSHIP

Section 2 asks questions related to the CCP composition and meeting frequency. There are four (4) questions in this section.

4. CCP membership roles: Provide the name and organization of each individual fulfilling a membership role as of October 1, 2022 in the spaces to the right of each membership role.

- If a public membership role does not exist in the county, respond by indicating “not applicable.” This should only be used if the county does not have the specific position listed.
- If a position exists in the county but the membership role is not filled in the CCP, respond by indicating “vacant.”
- For county positions, one person may fill multiple roles.

Role	Name	Organization
Chief Probation Officer	Keevin Allred	County Probation Dept.
Presiding Judge of the Superior Court or designee	Deborah Norrie (designee)	Superior Court of California
County Supervisor or Chief Administrative Officer or a designee of the Board of Supervisors	Debra Lucero	County Administrator Officer
District Attorney	David Hollister	County District Attorney Office
Public Defender	Craig Osborne	Public Defender
Sheriff	Todd Johns	County Sheriff's Dept.
Chief of Police	NA	
Head of the County Department of Social Services	Neal Caiazzo	County Department of Social Services
Head of the County Department of Mental Health	Sharon Sousa	County Behavioral Health Department
Head of the County Department of Employment	Nancy Selvage	Human Resources
Head of the County Alcohol and Substance Abuse Programs	Sharon Sousa	County Behavioral Health Department
Head of the County Office of Education	William Roderick	County Office of Education
A representative from a community-based organization with experience in successfully providing rehabilitative services	Scott McCallum	Plumas Crisis Intervention Resource Center

to persons who have been convicted of a criminal offense		
An individual who represents the interests of victims	Ashlee Johnston	Plumas Rural Services

5. How often does the CCP meet? Check the appropriate box to the left of the list. Select the one/single option that best describes the CCP's regular meeting schedule.

- Bi-weekly (every other week)
- Monthly
- Bi-monthly (every other month)
- Quarterly
- Semi-annually
- Annually
- Other (please specify below)

6. How often does the Executive Committee of the CCP meet? Check the appropriate box to the left of the list. Select the one/single option that best describes the Executive Committee's regular meeting schedule.

- Bi-weekly (every other week)
- Monthly
- Bi-monthly (every other month)
- Quarterly
- Semi-annually
- Annually
- Other (please specify below)

7. Does the CCP have subcommittees or working groups? Check the appropriate box to the left of the list.

- Yes
- No

If "Yes," list the subcommittees and/or working groups and their purpose.

	Subcommittee/Working Group	Purpose:
1.	CCP Budget/RFP Subcommittee	Budgeting purposes
2.		
3.		
4.		
5.		

SECTION 3: GOALS, OBJECTIVES, AND OUTCOME MEASURES

Section 3 asks questions related to the CCP's goals, objectives, and outcome measures. Please refer to the [CCP Survey Data Reporting Guide](#) for detailed information about goal and objective statements, and outcome measures.

Updated Information on FY 2021-22 Goals, Objectives, and Outcome Measures

Questions 8, 9, and 10, asks the CCP to provide *updated* progress information about the goals, objectives, and outcome measures previously reported for FY 2021-22 in the 2021-22 CCP Survey. To view responses provided in the 2021-22 survey, [click here](#).

For each question, provide the goals, objectives, and outcome measures as reported in the FY 2021-22 survey. The progress information (last two rows of each table) should be updated to reflect the progress achieved over the full fiscal year.

8. Describe a goal and the associated objectives as reported in the FY 2021-22 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2021-22. If no goal, objective, or outcome measure was identified in FY 2021-22 respond by indicating "Not Applicable."

Goal	Support and Grow the Community Justice Court
Part of FY 21-22 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	
Objective:	
Objective:	
Outcome Measure:	
Outcome Measure:	
Outcome Measure:	
Briefly describe progress toward goal:	Effective January 2020 Plumas County began operating its Community Justice Court and the Office of Justice Programs awarded the District Attorney's Office a 3 year Drug court implementation grant. As of November 1, 2022, approximately 25 participants are engaged in this programming and, thus far, are seeing exceptional results in terms of sobriety, employment and other stated goals.
Rated progress toward the goal:	<input type="checkbox"/> No progress <input checked="" type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

9. Describe a goal and the associated objectives as reported in the FY 2021-22 CCP survey. Please provide updated progress toward goal information to reflect the progress achieved over the full FY 2021-22. If no goal, objective, or outcome measure was identified in FY 2021-22, respond by indicating "Not Applicable."

Goal	Implement and Enhance Multi-Disciplinary Reentry Program
Part of FY 21-22 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	
Objective:	
Objective:	
Outcome Measure:	
Outcome Measure:	
Outcome Measure:	
Briefly describe progress toward goal:	<p>Probation Component - Assigned Probation Officers have engaged clients prior to reentry and assessed needs of clients with ONA assessments. Referrals for services were made prior to clients release from custody, including maintaining Behavioral Health services when applicable. The Probation Department obtained transitional housing to be made available to clients reentering the community from prison or jail. Additional housing resources will likely be needed and are being pursued. All PRCS clients are being engaged in Pre-release Video Conferences prior to release. These conferences include invitations to services providers who may be able to provide services or resources to these clients. Probation Officers have attempted to pick clients up at the jail when they are being released back into the community. Data entry needs improved to more effectively track services provided.</p> <p>BRIDGES Component- ASP has secured funding from multiple sources to plan and implement BRIDGES project. Collaborative meetings with partners for BRIDGE partners have been taking place and policies are starting to be written</p>
Rated progress toward the goal:	<input type="checkbox"/> No progress <input checked="" type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

10. Describe a goal and the associated objectives as reported in the FY 2021-22 CCP survey. Please provide updated progress toward goal information to reflect the

progress achieved over the full fiscal year. If no goal, objective, or outcome measure was identified in FY 2021-22, respond by indicating "Not Applicable."

Goal	Reopen and Operate Day Reporting Center
Part of FY 21-22 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	
Objective:	
Objective:	
Outcome Measure:	
Outcome Measure:	
Outcome Measure:	
Briefly describe progress toward goal:	Construction has started on new facility to open Fall 2023
Rated progress toward the goal:	<input checked="" type="checkbox"/> No progress <input type="checkbox"/> Partially achieved <input type="checkbox"/> Fully achieved

Information on FY 2022-23 Goals, Objectives, and Outcome Measures

11. For FY 2022-23, will the CCP use the same goals, objectives, and outcome measures identified above from FY 2021-22? Check the appropriate box to the left of the list.

- Yes. (Skip to Section 4)
- No. The CCP will add and/or modify goals, objectives, and outcome measures (Continue with section below)

Questions 12, 13, and 14, the CCP is asked to describe a goal and its associated objectives and outcomes for FY 2022-23. For the goal, also provide information about the current progress toward the stated goal. As survey responses are due mid-year, progress information for these goals over the full fiscal year will be requested as part of the FY 2023-24 CCP Survey.

12. Describe a goal for FY 2022-23 and one (1) or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2022-23, respond by indicating "Not Applicable."

Goal	Expand Community Justice Court, Day Reporting Center, and BRIDGEs Project
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Part of FY 22-23 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Increase number of referrals to CJC Increase number of referrals for BRIDGE project
Objective:	Identify and engage assess eligible defendants within 15 days of arrest, by conducting interviews, assessments, and screenings to identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to include Community Justice Court or Day Reporting Center and BRIDGE project
Objective:	Increase access to treatment- send referrals for mental health and substance use assessments for those interviewed and identify as having a need for further assessment or request a referral to be made for Day Reporting Center or Community Justice Court
Outcome Measure:	Number of interviews, early screening and identification for arrestees that are currently or have previously served in the Military and are suffering from substance use disorders and/or mental illness and may be in need of additional ancillary services in order to abide by any Court orders
Outcome Measure:	Number of referrals for mental health and/or substance use assessments that are engaged in services upon release from custody and in programs Percent less likely to offend while engaged in services and programs to include Community Justice Court and Day Reporting Center and BRIDGEs
Outcome Measure:	Number of referrals vs. number of arrestees eligible and interviewed for • BRIDGE Project •Community Justice Court •Day Reporting Center
Briefly describe <i>current</i> progress toward goal:	Jail construction has begun CJC is operating and additional funding is being sought for continued growth Collaborative meetings with partners for BRIDGE partners have been taking place and policies are starting to be written
Rate the <i>current</i> progress toward the goal:	<input type="checkbox"/> Substantially slower than expected <input checked="" type="checkbox"/> Somewhat slower than expected <input type="checkbox"/> As expected <input type="checkbox"/> Faster than expected <input type="checkbox"/> Substantially faster than expected

13. Describe a goal for FY 2022-23 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2022-23, respond by indicating "Not Applicable."

Goal	Create Plan for opening of Day Reporting Center fall 2023
Part of FY 22-23 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Identify agencies to operate in DRC
Objective:	Identify and develop therapeutic referral resources and support for clients focusing on health, housing, education, and sustaining employment to be offered through Day Reporting Center.
Objective:	Identify and outline target population to be served at Day Reporting Center
Outcome Measure:	Number of referrals for mental health and/or substance use assessments that are engaged in services Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant
Outcome Measure:	Number of offenders enrolled, participating and completing program Length of Sobriety Treatment engagement/Attendance Graduation/Completion rates Medication Compliant Court appearances Employment Permeant long term Housing Family reunification Recidivism rates 1 year out 3 years out 5 years out
Outcome Measure:	Percent that obtain employment as a result of DRC engagement 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer
Briefly describe <i>current</i> progress toward goal:	Construction has begun on new jail and DRC. A successful Day Reporting Center model existed in Plumas County until 2017. Much of the framework has already been created. Conversations are occurring concerning which entities will participate.

Rate the <i>current</i> progress toward the goal:	<input checked="" type="checkbox"/> Substantially slower than expected <input type="checkbox"/> Somewhat slower than expected <input type="checkbox"/> As expected <input type="checkbox"/> Faster than expected <input type="checkbox"/> Substantially faster than expected
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14. Describe a goal for FY 2022-23 and one or more of its associated objectives and outcome measures. Please provide any information about progress toward the goal thus far in the fiscal year. If no goal, objective, or outcome measure was identified in FY 2022-23, respond by indicating "Not Applicable."

Goal	Create and Implement BRIDGE Reintegration Project
Part of FY 22-23 CCP plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Objective:	Identify defendants who are in custody and who will remain in custody for 3 months or longer.
Objective:	Identify and engage assess eligible defendants by conducting interviews, assessments and screenings to , identify risks for recidivism, mental health diagnoses, substance use disorders and eligibility for intensive case management and community support services to begin referrals and reintegration process while still in custody
Objective:	Improve collaboration and coordination with service providers and increase Medi-Cal enrollment upon release
Outcome Measure:	Percent that are placed in housing for those that need it upon release Percent that maintain housing after release
Outcome Measure:	Percent that obtain employment upon release within: 3 months, 6 months, 9 months or 12 months. Percent that maintain employment for: 3 months, 6 months, 9 months or 12 months or longer Percent that obtain medical coverage upon leaving facility Percent that have no gap in medications Percent that have scheduled medical and dental appointments upon release Percent that attend scheduled medical and dental appoints once released Recidivism rates 1 year out 3 years out 5 years out
Outcome Measure:	Policy in place for Medi-Cal eligibility and enrollment that begins in custody and is in effect upon release.

Briefly describe <i>current</i> progress toward goal:	ASP has secured funding from multiple sources to plan and implement BRIDGES project.
Rate the <i>current</i> progress toward the goal:	<input type="checkbox"/> Substantially slower than expected <input checked="" type="checkbox"/> Somewhat slower than expected <input type="checkbox"/> As expected <input type="checkbox"/> Faster than expected <input type="checkbox"/> Substantially faster than expected

SECTION 4: TYPES OF PROGRAMMING AND SERVICES

Section 4 asks questions about the types of programs and services provided during FY 2021-22. For each type of program or service provided, identify the agency(ies) that provide the program or service and at what stage(s) the program or service is provided (in-custody, supervision, other). Please refer to the [CCP Survey Data Reporting Guide](#) for the BSCC's definition of each type of program and service listed and the stage(s) of program or service.

Program/Service	Provide	Providing Agency (check all that apply)	Stage(s) Provided (check all that apply)
Mental Health/Behavioral Health – Services designed to improve mental health.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP/Rethink Industries	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >CJC
Substance Use – services designed to assist with substance use.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP/Rethink Ind	<input checked="" type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >CJC
Housing – services designed to assist with housing after release.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP/Rethink Ind.	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >ASP/Rethink Ind
Employment – services designed to provide clients	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision

Program/Service	Provide	Providing Agency (check all that apply)	Stage(s) Provided (check all that apply)
with a job and/or to provide job training to improve chances of finding employment after release.		<input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP/Rethink Ind	<input checked="" type="checkbox"/> Other, describe: >CJC
Education – focuses on academic achievement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP/Rethink Ind	<input checked="" type="checkbox"/> In-Custody <input type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >AS/Rethink Ind
Family – family-oriented education, service, and training.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP/Rethink Ind	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >CJC
Domestic Violence Prevention – support and intervention	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Probation <input checked="" type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input type="checkbox"/> Other, describe: >	<input type="checkbox"/> In-Custody <input checked="" type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >52 week program Probation and CBO CJC
Physical Health – services designed to improve clients' physical well-being.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input checked="" type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP/Rethink Ind	<input type="checkbox"/> In-Custody <input type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >CJC
Quality of Life – Services that enhance the standard of happiness, comfort, and well-being of an individual to participate in life events (e.g., assistance in getting a driver's license, opening a bank account, etc.)	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Sheriff <input type="checkbox"/> Probation <input type="checkbox"/> Behavioral health <input type="checkbox"/> Community-based organization <input checked="" type="checkbox"/> Other, describe: >ASP	<input type="checkbox"/> In-Custody <input type="checkbox"/> Supervision <input checked="" type="checkbox"/> Other, describe: >CJC

SECTION 5: OPTIONAL QUESTIONS

Section 5 asks optional questions about evaluation, data collection, programs and services, and local best practices. There are 9 questions in this section. Responses will be used by the BSCC and its justice-system partners to better understand the needs of counties. If the CCP chooses not to answer an optional question, please respond “Decline to Respond.”

15. Describe the process the CCP uses to determine potential programs and/or services for local implementation using Realignment funds.

>

16. Does the county evaluate the effectiveness (as defined locally) of programs and/or services funded with its Public Safety Realignment allocation? Check the appropriate box to the left of the list.

- Yes
 No

If yes, explain how.

>The CCP Executive Committee reviews quarterly program and financial reports from the county and community partners to assure compliance with the application submitted for funding. This committee also assesses the overall annual progress and success of programs. Additional data collection and program documents can be requested for review.

17. Does the county consider evaluation results when funding programs and/or services? Check the appropriate box to the left of the list.

- Yes
 No

If yes, explain how.

>The CCP Executive Committee will work to improve its evaluation process to give members and the general public a greater transparency of fund utilization and services provided to this population.

18. Does the county use BSCC definitions (average daily population, conviction, length of stay, recidivism, and/or treatment program completion rates) when collecting data? Check the yes or no box to the left of each BSCC Definition listed, as applicable.

Yes	No	BSCC Definition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Average daily population
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conviction
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Length of stay
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Recidivism
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Treatment program completion rates

19.What percentage of the Public Safety Realignment allocation is used for evidence-based programming (as defined locally)? Check the most appropriate box to the left of the list of percentages.

Percent for Evidence-Based Programming	
<input type="checkbox"/>	Less than 20%
<input type="checkbox"/>	21% 40%
<input checked="" type="checkbox"/>	41% 60%
<input type="checkbox"/>	61% 80%
<input type="checkbox"/>	81% or higher

20.We would like to better understand the county's capacity to offer mental health, substance use disorder, behavioral health treatment programs, and/or other services. What type and level of services are now available?

>An array of behavioral health and substance use disorder services are provided by the Behavioral Health Department including jail-based services, community-based services through four Wellness Center sites spread throughout the county and direct services at their main office. Additional mental health services are provided locally by private vendors and through in-patient out-of-county services. The Public Health Department offers Naloxone and the Medication Assisted Treatment (MAT) Program as well as counseling and behavioral therapies to treat substance use disorders and prevent opioid overdose. Partners also provide Tele-Med services, intensive case management and services for the severely mentally ill (SMI).

21.What challenges does the county face in meeting the above program and service needs?

>Local challenges include limited available housing that will address the permanent housing need of transitioning offenders. The county also lacks a structured emergency shelter model program. Geography and minimal transportation options also provide difficulties.

Staffing shortages have had a negative impact on meeting service needs.

22.What programmatic changes and/or course corrections has the CPP made in the implementation of Public Safety Realignment that it believes other counties would find helpful?

>The ability for each county to create a response that is best suited for their region and needs. Expanding collaborations with community-based partners and out of county rehabilitation entities enhance the work and services provided by county partners and opens doors to additional choices and services for clients. The Alternative Sentencing Program, the Sheriff's Office, Behavioral Health Department, the District Attorney, the Courts, the Public Defender, and the Probation Department have all been strong collaborators for Plumas County's success in adapting to an ever changing Public Safety Realignment effort. This model helps to build the number of evidence-based programs and services identified, and encourages blended funding.

23. Describe a local best practice or promising program that has produced positive results. If data exists to support the results, please share.
>The Plumas County District Attorneys Alternative Sentencing Program was awarded CSACs Merit Award in Adminstration of Justice and Public Safety in 2020
-

ATTENTION: This concludes Part A of the FY 2022-23 CCP Survey.

Please complete Part B in Microsoft Excel which consists of two (2) budgetary sections.

Optional Highlight or Success Story

In addition, to produce a more comprehensive report on the implementation of realignment, we are asking for a brief, one-page, visually appealing, highlight or success story that provides implementation information related to the county's Public Safety Realignment success. This highlight may include optional graphs, charts, photos, or quotes. Photos of programs in action along with quotes from program participants and/or community partners do not need to provide identifying information. The highlight or success story provided may be published in the *2011 Public Safety Realignment Act: Eleventh Annual Report on the Implementation of Community Corrections Partnership Plans*. While every effort will be made to include these in the report, inclusion is not guaranteed. Note: Ensure any individual(s) in the photos have given their consent for use/publication and do not submit any photos that include faces of minors (youth under the age of 18).

Submission Instructions

In a single email, please attach the following documents to provide a complete CCP Survey package:

1. Completed Part A (Word) document,
2. Completed Part B (Excel) documents,
3. Optional highlight or success story (if being provided), and
4. Updated CCP plan.

The complete CCP Survey package, including all attachments, shall be emailed **by December 15, 2022** to:

Helene Zentner, Field Representative
Board of State and Community Corrections
Helene.Zentner@bscc.ca.gov

Please be aware that a complete CCP Survey package, including an updated CCP plan, MUST be submitted to the BSCC to receive compensation.

NOTE: The information provided in the CCP Survey package will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the implementation of Community Corrections Partnership plans on the BSCC website.

**FY 2022-23 Community Corrections Partnership Survey
PART B**

Part B of the CCP Survey collects information about the allocation of Public Safety Realignment dollars.

For detailed guidance on how to complete Part B of the CCP Survey package, please refer to the [FY 2022-23 CCP Survey Data Reporting Guide](#).

The first question in this file, question 24, requests the name of the county for which the survey is being submitted.

Following the identification of the county, Part B is divided into two sections:

Section 6: FY 2021-22 Public Safety Realignment Funding Allocation

Section 7: FY 2022-23 Public Safety Realignment Funding Allocation

24. Please identify the county for which this portion of the survey is being submitted:

County Name: Plumas

SECTION 6: FY 2021-22 Public Safety Realignment Funding Allocation

Section 6 contains questions related to the allocation of FY 2021-22 Public Safety Realignment dollars. There are three (3) questions in this section.

When answering these questions, consider the funds allocated in FY 2021-22 and include any monies from 2020-21 growth funds and 2021-22 programmatic funding.

25. Of the total funds received in FY 2021-22, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were allocated to, and include if the county used any carry-over funds (monies from previous annual CCP allocations) and/or if the county put any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in **red**. Please correct any cells displaying **red** prior to submitting.

Total Allocation: \$ 1,407,098

(Total sums to) \$ 1,407,098

Please spell out all names and do not use acronyms.

26. Of the total funds received in FY 2021-22, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

Total Allocation to public agencies: \$ 980,976

Total Allocation to non-public agencies: \$ 45,000

(Total sums to) \$ 980,976

(Total sums to) \$ 45,000

Please spell out all names and do not use acronyms.

Difference from
Stated Allocation: \$

Please spell out all names and do not use acronyms.

Difference from
Stated Allocation: \$

27. How much funding, if any, was allocated to data collection and/or evaluation of AB 109 programs and services?

A total of \$30,440, Including: \$21,542 - ASP Program Manager. \$7,583 - Management Analyst. \$1,315 - Probation Fiscal Officer. Funds drawn from respective agency AB109 funding allocations.

SECTION 7: FY 2022-23 Public Safety Realignment Funding Allocation

Section 7 asks three (3) questions related to the allocation of **FY 2022-23 Public Safety Realignment funding**.

When answering these questions, consider the total funds allocated in FY 2022-23 and include any monies from 2021-22 growth funds and 2022-23 programmatic funding.

28. Of the total funds received in FY 2022-23, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were allocated to, and include if the county is using any carry-over funds (monies from previous annual CCP allocations) and/or if the county is putting any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. Please correct any cells displaying red prior to submitting.

Total Allocation: \$ 1,888,499

(Total sums to) \$ 1,888,499

Please spell out all names and do not use acronyms.

29. If known: of the total funds received in FY 2022-23, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

30. How much funding, if any, is being allocated to data collection and/or evaluation of AB 109 programs and services?

A total of \$71,104.00, including: \$62,562.00 - ASP Program manager, \$5,740.00 - Management Analyst, \$2,802.00 - Probation Fiscal Officer. Funds drawn from respective agency AB109 funding allocations.

NOTE: The information contained in this report will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the implementation of Community Corrections Partnership plans on the BSCC website.

ATTENTION: This is only Part B of the Survey.
Please complete [Part A](#) in Microsoft Word which consists of five (5) narrative sections.

SUBMITTAL INSTRUCTIONS:

A complete FY 2022-23 CCP Survey Package includes Part A, Part B, Highlight or Success Story (optional), and an updated CCP Plan. To submit the package, send a single email with all attachments by Thursday, December 15, 2022 to:

Helene Zentner, Field Representative
Board of State and Community Corrections
Helene.Zentner@bscc.ca.gov

Please be aware that a complete CCP Survey package, including an updated CCP plan, MUST be submitted to the BSCC to receive compensation.

Thank you.



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



Keevin Allred
Chief Probation Officer

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

DATE: November 22, 2022
TO: The Honorable Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer
SUBJECT: Request to approve updated Public Safety Realignment survey and plan for FY2022-2023

Recommendation:

Approve the Updated Community Corrections Partnership (CCP) Public Safety Realignment Survey and Plan for FY2022-2023 as submitted and recommended.

Background:

On November 16, 2022, the Community Corrections Partnership Executive Committee convened to discuss the updated Public Safety Realignment Implementation Plan. Upon further discussion and amendments, a final draft was proposed.

Attached is the updated Plan to correspond with the approved budget for 2022-2023 Fiscal Year and the updated survey, which reflects year end goal progress for Fiscal Year 2021-2022 and upcoming goals for Fiscal Year 2022-2023, which is required by the State every year and due December 15, 2022.

Therefore, it is respectfully recommended that the Board of Supervisors approve of the Public Safety Realignment Implementation Plan Update and Survey for Fiscal Year 2022-2023.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: December 6, 2022

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Erin Barnes, M.D., to perform the duties of a Deputy County Health Officer for the Public Health Agency; effective November 1, 2022; not to exceed \$11,250.00, approved as to form by County Counsel.

Recommendation

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a consultant services agreement in the amount of \$11,250.00.

Background and Discussion

Background:

The California Health and Safety Code (HSC § 101000) stipulates that counties "shall appoint a health officer." The county health officer must be a physician and has at least 170 distinct duties under California law. For several years, Dr. Mark Satterfield has provided Health Officer services to Plumas County on a part-time basis through a consultant services agreement. However, as a condition for receiving the Future of Public Health funding that the Board authorized November 1, 2022, the California Department of Public Health requires the Plumas County Public Health Agency to provide "24/7 Health Officer coverage." The Agency proposes to appoint Dr. Erin Barnes as Deputy Health Officer to provide the required coverage when Dr. Satterfield is not available.

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

Fiscal Impact:

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

Action:

Approve and direct the Chair to sign a consultant services agreement with Erin Barnes, M.D. in the amount of \$11,250.00, to perform the duties of a Deputy County Health Officer for the Public Health Agency.

Attachments:

1. PCPHA2223BARNES

**CONSULTANT SERVICES AGREEMENT
FOR
ERIN BARNES, M.D.**

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

The parties agree as follows:

1. Scope of Work. Consultant shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Consultant for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Consultant under this Agreement shall not exceed Eleven-Thousand Two-Hundred Fifty Dollars and No/100 (\$11,250.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from November 1, 2022 through June 30, 2023, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Consultant or furnish any other consideration under this Agreement and Consultant shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Consultant to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Consultant acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Consultant shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Consultant agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

Consultant represents that it holds a current active license as a Physician and Surgeon, issued by the State of California, License Number A10293.

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

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

IF TO CONSULTANT:

Erin Barnes, MD
1590 Wildwood Path
Quincy, California 95971
(913) 515-3201

IF TO COUNTY:

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

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

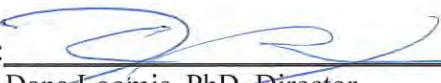
IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONSULTANT: Erin Barnes MD, a Sole Proprietor

By: _____
Erin Barnes, MD

Date: _____

COUNTY OF PLUMAS:

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

Date: 11/10/22

By: _____
Chair, Plumas County Board of Supervisors

Date: _____

Attest:

By: _____
Clerk, Plumas County Board of Supervisors

Date: _____

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

11/10/2022

EXHIBIT A - SCOPE OF WORK

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

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

10. Providing medical oversight and direction to regional healthcare organizations and providers during pandemics and other public health emergencies.
11. Liaise with community partners and provide guidance for safe operation during emergencies
12. Review infectious disease cases and clusters and provide guidance to internal and external response partners.
13. Represent PCPHA Health Officer perspective during emergencies to state and local officials

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

1. PCPHA shall pay Consultant the sum of One Thousand Eight-Hundred Seventy-Five Dollars (\$1,875.00) per week served as Deputy Health Officer as the exclusive compensation under this agreement beginning November 1, 2022 and ending June 30, 2023. Contract shall not exceed Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00).
2. All travel will be pre-approved by the Director of Public Health and will be reimbursed with original receipts and/or per diem.

Certificates of Insurance:

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

BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has

paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

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

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

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

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

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

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or Consultants shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or

Consultants for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or Consultants, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

Name: Dana Loomis, PhD

Title: Director, Public Health Agency

Signature: 

Date: 11/10/22

BUSINESS ASSOCIATE

Erin Barnes, M.D., an Individual

Name: Erin Barnes, M.D.

Title: Deputy Health Officer

Signature: _____

Date: _____



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: December 6, 2022

SUBJECT: Approve and authorize the Chair to ratify and sign an Amendment Agreement between Plumas County Public Health and Colleen Bridger Consulting, LLC, to provide Public Health training; effective September 1, 2022; not to exceed \$34,000.00, approved as to form by County Counsel; discussion and possible action.

Recommendation

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign an Amendment Agreement with Colleen Bridger, LLC in the amount of \$34,000.00.

Background and Discussion

The California Department of Public Health is providing grant funds to assist local health departments in various ways to address the impacts of the Covid-19 pandemic and other health events on underserved populations, including rural communities. This contract will provide continuing professional education in communication techniques and concepts for ensuring that public health services are available equally to all residents and that rural needs are represented.

The attached Amendment 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 state and federal grants to Public Health.

Action:

Approve and direct the Chair to sign an Amendment Agreement with Colleen Bridger Consulting, LLC to provide Public Health training in the amount of \$34,000.00.

Attachments:

1. PCPHA2223BRIDGER-A1

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
COLLEEN BRIDGER CONSULTING, LLC, AND COUNTY OF PLUMAS

This First Amendment to Agreement (“Amendment”) is made on this ____ day of November 2022, between PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, by and through its PLUMAS COUNTY PUBLIC HEALTH AGENCY and COLLEEN BRIDGER CONSULTING, LLC, a Limited Liability Company, hereinafter referred to as “Contractor” who agrees as follows:

1. Recitals: This Amendment is made with reference to the following facts and objectives:

- A. Plumas County and Contractor have entered into a written Agreement on September 1, 2022, in which Contractor agreed to provide services to Plumas County.
- B. Because of the need for additional services the parties desire to change the Agreement.

2. Amendments: The parties agree to amend the Agreement as follows:

- A. Paragraph 2 is amended to read as follows:

County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B and Exhibit A-1, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifty-One Thousand Dollars (\$51,000).

- B. Paragraph 3 is amended to read as follows:

The term of this agreement shall be from September 01, 2022 through June 30, 2023, unless terminated earlier as provided herein.”

- C. Exhibit A is amended to add Exhibit A-1, attached hereto.

3. Effectiveness of Original Agreement:

Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated September 01, 2022, shall remain unchanged and in full force and effect.

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

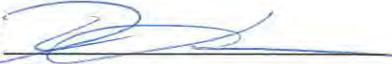
CONTRACTOR:

Colleen Bridger Consulting, LLC

By: _____
Colleen McArthur Bridger
Managing Member
Date Signed:

COUNTY:

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

By: 
Dana Loomis
Plumas County Public Health Agency
Director
Date Signed: _____

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

ATTEST:

By: _____
Heidi White
Clerk, Board of Supervisors
Date Signed: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

11/10/2022



INNOVATIVE SOLUTIONS FOR THE COMMON GOOD

EXHIBIT A-1
Scope of Work
Plumas County Public Health Agency
10-13-2022

Purpose: Develop a Community Health Improvement Plan by 1) engaging the community to identify 3 public health priorities; 2) conducting a root cause analysis for each priority; 3) identifying evidence-based interventions and 4) convening stakeholders to identify gaps and prioritize interventions.

Timeline: December 1, 2022 – June 30, 2023

Process:

- Develop, in consultation with the Health Agency's Epidemiologist, a list of the top 12-15 community health issues for Plumas County, based on the recently completed Community Health Needs Assessment
- Survey the community to identify the top 3 public health priorities
 - This will be done by an electronic survey as well as multiple, in person “hot dots” exercises by Health Agency staff in areas with high COVID mortality and morbidity
- Conduct a root cause analysis for each priority to identify the upstream correlates or risk factors
- Focusing on the areas of overlap for the root causes, research and present findings of evidence-based interventions to community stakeholders
- Facilitate a stakeholder-led gap analysis and selection of interventions to fill the prioritized gaps
- Write Community Health Improvement Plan

Deliverables:

- Top 12-15 Health Issues list **Complete by 12-1-22**
- Community Engagement identifying the top 3 Public Health Priorities **Complete by 2-28-23**
- Root cause analysis report for each priority **Complete by 3-30-23**
- Matrix showing root causes overlap **Complete by 3-30-23**
- Report with evidence-based interventions that address these joint/overlapping root causes **Complete by 4-15-23**
- Stakeholder consensus identifying prioritized gaps and recommended interventions to fill those gaps
Complete by 6-1-23
- Written Community Health Improvement Plan **Complete by 6-30-23**

Total Costs: \$34,000

- Consultant time = \$29,000
- Travel - \$5,000 (hotel, rental car, food and airfare @ \$2,500 X 2 trips)

Payment Schedule:

Upon invoice from Consultant, \$17,000 due within 30 days of final contract execution and \$17,000 due within 30 days from final deliverable.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 6, 2022

SUBJECT: Authorize fixed asset purchase of one (1) Dixie Fire replacement used, steel drum roller, with trailer, and authorize the Director of Public Works and the County Administrative Officer to issue Plumas County Purchase Order(s); not to exceed \$63,000; discussion and possible action. Roll call vote

Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors authorize Public Works to purchase one Dixie Fire (1) replacement, used, steel drum roller, including trailer, and authorize the Director of Public Works and the County Administrator to issue Plumas County Purchase Order(s) in a total amount not to exceed \$63,000

Background and Discussion

This Agenda Request pertains to the need by the Department of Public Works to purchase one CARB-compliant, steel drum roller, including trailer, to replace the roller destroyed in the Dixie Fire. The roller that was destroyed had two standard wheels that could be lowered when the unit needed to be towed. This configuration, however, has a long track record of accidents during towing. Therefore, the used roller to be acquired will come with a trailer for transport.

The ability to purchase used equipment with minimal use hours will expedite the acquisition of this roller which is used for pavement maintenance projects. Supply chain issues nationwide can lead to delivery schedules for new equipment to exceed one year. Public Works is requesting to review proposals as they are received for used equipment as it becomes available in the market. It is nearly impossible to request a vendor to "hold" used equipment until a specific future date so having pre-approval to sign a purchase order will greatly expedite acquisition.

The cost of a new replacement steel drum roller, including trailer, is approximately \$85,000-\$90,000. Currently, the current equivalent used equipment is estimated between \$55,000 and \$63,000. The County's insurance has previously deposited this amount in the Road Department's account to fund fire-damaged equipment replacement acquisitions (Cash Account 10145).

Public Works will informally notify appropriate sales companies that this Department will be seeking proposals for a used, replacement steel drum roller, including trailer. A similar process was approved by the Board in 2021 and successfully used for the purchase of three (3), CARB-compliant, used ten-wheeler dump trucks.

Action:

Authorization from the Board to enable the Department of Public Works to purchase one (1) Dixie Fire replacement, used, steel drum roller, including trailer, and authorize the Director of Public Works and the County Administrator to issue Plumas County Purchase Order(s) in a total amount not to exceed \$63,000.

Attachments:

None



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Amanda Meisenheimer, Sheriff Services Assistant II

MEETING DATE: December 6, 2022

SUBJECT: Adopt **RESOLUTION** authorizing the Sheriff to contract with the California Department of Corrections and Rehabilitation (CDCR) and execute California Department of Corrections and Rehabilitation Agreements as required; approved as to form by County Counsel; discussion and possible action. Roll call vote.

Recommendation

Adopt **RESOLUTION** authorizing the Sheriff to contract with the California Department of Corrections and Rehabilitation (CDCR) and execute California Department of Corrections and Rehabilitation Agreements as required.

Background and Discussion

This resolution is to house an inmate with CDCR for a higher level of care and to reimburse CDCR for the inmates care.

Action:

Attachments:

1. Ca Dept of Corr and Rehab

RESOLUTION NO. 22- _____

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PLUMAS COUNTY SHERIFF TO (1) CONTRACT WITH THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) UNDER CDCR CONTRACT NUMBER C5611148, (2) EXECUTE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION AGREEMENTS, AND (3) AMEND THE AGREEMENT AS REQUIRED.

WHEREAS, the County of Plumas and the California Department of Corrections and Rehabilitation desire to contract under agreement number C5611148; and,

WHEREAS, the California Department of Corrections and Rehabilitation will provide confinement and supervision for inmates confined Plumas County Correctional Center inmates in accordance with an order from the Superior Court judge; and,

WHEREAS, the California Department of Corrections and Rehabilitation requires the Board of Supervisors to adopt a resolution authorizing a single Contractor to sign the aforementioned agreement; and,

WHEREAS, the need to have a higher level of care for inmates housed at the Plumas County Correctional Center is critical to the health and safety of Plumas County Correctional inmates, and it is to the County's benefit to authorize the Plumas County Sheriff to take such actions without delay.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California:

1. Authorizes the Plumas County Sheriff to accept and bind the County to any and all agreements and amendments relating to California Department of Corrections and Rehabilitation Agreement Number C5611148 to a maximum amount of \$67,144.00 (Sixty-Seven Thousand, One Hundred and Forty-Four Dollars and Zero cents) for the life of the agreement which terminates on June 30, 2024.
2. Authorizes the Plumas County Sheriff to execute any and all Agreements and other documentation necessary to apply for and accept the agreement, subject to approval as to form by the Plumas County Counsel

///

//

/

BE IT FURTHER RESOLVED, that the authority granted above does not affect the need to comply with the Plumas County Purchasing Policy with respect to the Agreement.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the _____ day of _____, 20____, and the resolution was duly adopted at said meeting by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

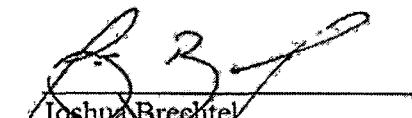
ABSTAIN: _____

Kevin Goss, Chair
Plumas County Board of Supervisors

ATTEST:

Heidi White, Clerk of the Board of Supervisors
County of Plumas, State of California

Approved as to form:



Joshua Breckler
Deputy County Counsel I



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Todd Johns, Sheriff

MEETING DATE: December 6, 2022

SUBJECT: Authorize no contract payment of \$1,569.05, to Susanville Ford for labor and repair services for a patrol vehicle; discussion and possible action.

Recommendation

Authorize auditor to pay invoice #640084 from Susanville Ford without a contract in the amount of \$1,569.05 for labor and repair expenses for a patrol vehicle.

Background and Discussion

Local vendors indicated that a dealership should handle the issue with the patrol vehicle. The vehicle was taken to the nearest dealership, which was Susanville Ford, for repairs. Staff was not aware that there was not a service contract in place with that vendor.

The Sheriff's Office will no longer take vehicles to Susanville Ford for service and is researching other dealerships to contract with should the need arise again.

Action:

Authorize no contract payment of \$1,569.05, to Susanville Ford for labor and repair services for a patrol vehicle

Attachments:

1. Susanville Ford Invoice No. 640084

CUSTOMER #: 1103884

640084



CHRYSLER

DODGE JEEP RAM

Jeep

RAM

704-550 RICHMOND ROAD

SUSANVILLE, CA 96130

Phone (530) 257-5092

Fax (530) 257-7978

www.susanvilleautocenter.com

PAGE 1

SERVICE ADVISOR:

3342 MATTHEW KEMP

PLUMAS COUNTY SHERIF
1400 E MAIN ST
QUINCY, CA 95971-9402
HOME: 530-283-6300 CONT: 530-927-7376
BUS: 530-927-7376 CELL: 530-927-7376

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	19	FORD F-150	1FTEW1E59KKD30578		73876/73899	T7702
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN19 IS			17:30 01NOV22		0.00	CASH
01JAN19 DD						17NOV22
R.O. OPENED	READY		OPTIONS: DLR:08546			
10:10 01NOV22	12:31 17NOV22					

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER REPORTS CHECK ENGINE INDICATOR LIGHT HAS COME ON, CHECK FOR CODES AND ADVISE. CUSTOMER STATED THERE ARE SEVERAL CODES AND VEHICLE WENT IONTO LIMP MODE

CAUSE: PERFORMED DIAGNOSIS ON CUSTOMER CONCERN. VERIFIED CONCERN FOUND WHEN ROADTESTING VEHICLE CHECK ENGINE LIGHT COMING ON.

PERFORMED SELF TEST FOUND CODES PRESENT FOR MULTIPLE VCT SOLENOIDS STICKING. ATTEMPTED TO CYCLE VCT SOLENOIDS AND FOUND CONCERN STILL PRESENT. AT THIS TIME RECOMMEND REPLACEMENT OF VCT SOLENOIDS AND RECHECKING CONCERN SEE P/A

CEL CUSTOMER REPORTS CHECK ENGINE INDICATOR LIGHT HAS COME ON, CHECK FOR CODES AND ADVISE. CUSTOMER STATED THERE ARE SEVERAL CODES AND VEHICLE WENT IONTO LIMP MODE

3136 CF 154.95 154.95

PARTS: 0.00 LABOR: 154.95 OTHER: 0.00 TOTAL LINE A: 154.95
73876 SEE LINE D FOR CORRECTION

B MECHANICAL SEAT RECLINER

CAUSE: .

19C07 MECHANICAL SEAT RECLINER

3136 WF (N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

3136

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
PERFORMED RECALL #19C07. FOUND BOTH FRONT SEATS PASSING INSPECTION.

C PERFORM COMPLIMENTARY MULTI-POINT INSPECTION, AIR & CABIN FILTER INSPECTION AT NO CHARGE, CHECK ALL FLUID LEVELS. CHECK TIRE PRESSURE and SET TO FACTORY SPECS (PER REGULATION 95550)

99P PERFORM COMPLIMENTARY MULTI-POINT INSPECTION,
AIR & CABIN FILTER INSPECTION AT NO CHARGE,
CHECK ALL FLUID LEVELS. CHECK TIRE PRESSURE

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:	*HAZARDOUS WASTE DISPOSAL COSTS: We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.	DESCRIPTION	TOTALS
\$	\$			<input type="checkbox"/> In Person Approval <input type="checkbox"/> Telephone _____ <input type="checkbox"/> Text _____ <input type="checkbox"/> Email/Fax (See Attached)		LABOR AMOUNT	
Revised Estimate	\$			<input type="checkbox"/> In Person Approval <input type="checkbox"/> Telephone _____ <input type="checkbox"/> Text _____ <input type="checkbox"/> Email/Fax (See Attached)		PARTS AMOUNT	
						GAS, OIL, LUBE	
						SUBLET AMOUNT	
						WASTE DISPOSAL COSTS *	
						TOTAL CHARGES	
						LESS INSURANCE	
						SALES TAX	
						PLEASE PAY THIS AMOUNT	

I acknowledge notice and oral approval of an increase in the original estimated price. By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you.

ALL PARTS ARE NEW
UNLESS OTHERWISE INDICATED.
 Some Parts Not Returnable

DATE

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER #: 1103884

640084



704-550 RICHMOND ROAD

SUSANVILLE, CA 96130

Phone (530) 257-5092

Fax (530) 257-7978

www.susanvilleautocenter.com

PLUMAS COUNTY SHERIF

1400 E MAIN ST

QUINCY, CA 95971-9402

HOME: 530-283-6300 CONT: 530-927-7376

BUS: 530-927-7376 CELL: 530-927-7376

PAGE 2

SERVICE ADVISOR: 3342 MATTHEW KEMP

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	19	FORD F-150	1FTEW1E59KKD30578		73876 / 73899	T7702
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN19 IS 01JAN19 DD			17:30 01NOV22		0.00	CASH
R.O. OPENED	READY		OPTIONS: DLR: 08546			
10:10 01NOV22	12:31 17NOV22					

LINE OP CODE TECH TYPE HOURS LIST NET TOTAL

and SET TO FACTORY SPECS (PER REGULATION
95550)

3136 ISPF (N/C)

GBATT BATTERY CONDITION IS GOOD - - -

(N/C)

3136 ISPF

GBK BRAKES GOOD AT THIS TIME

(N/C)

3136 ISPF

RTIRE RED - TIRES REQUIRED - - -

(N/C)

3136 ISPF

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

73876 MPI

D** ALL FOUR VCT SOLENOIDS

CAUSE: SEE LINE A FOR CAUSE

EL001 ALL FOUR VCT SOLENOIDS

3361 CF

1007.18 1007.18

2 BR3Z*6M280*E SOLENOID - ENGINE VARIABLE TIM	34.83	34.83	69.66
2 HL3Z*6M280*A SOLENOID - ENGINE VARIABLE TIM	47.83	47.83	95.66
1 FT4Z*9E583*A SEAL	1.80	1.80	1.80
1 JR3Z*9J323*A TUBE ASY	29.00	29.00	29.00
1 JR3Z*9J323*B TUBE ASY	16.83	16.83	16.83
1 JL3Z*6584*C GASKET	12.00	12.00	12.00
1 JL3Z*6584*D GASKET	12.25	12.25	12.25
1 TA*357* SEALANT - SILICONE	38.73	38.73	38.73

PARTS: 275.93 LABOR: 1007.18 OTHER: 0.00 TOTAL LINE D: 1283.11

73876 REPLACED ALL FOUR VCT SOLENOIDS, TEST DROVE VEHICLE ALL OKAY

AT THIS TIME

E** Air Filter Element - Replace

CAUSE: DIRTY

MA30 Air Filter Element - Replace

3136 CF

0.00 0.00

1 FA*1883* ELEMENT ASY - AIR CLEANER	49.99	49.99	49.99
--------------------------------------	-------	-------	-------

PARTS: 49.99 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 49.99

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:	HAZARDOUS WASTE DISPOSAL COSTS: We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.	DESCRIPTION	TOTALS
\$	\$			<input type="checkbox"/> In Person Approval <input type="checkbox"/> Telephone _____ <input type="checkbox"/> Text _____ <input type="checkbox"/> Email/Fax (See Attached)	<input type="checkbox"/> LABOR AMOUNT		
Revised Estimate \$	\$			<input type="checkbox"/> In Person Approval <input type="checkbox"/> Telephone _____ <input type="checkbox"/> Text _____ <input type="checkbox"/> Email/Fax (See Attached)	<input type="checkbox"/> PARTS AMOUNT		
					<input type="checkbox"/> GAS, OIL, LUBE		
					<input type="checkbox"/> SUBLT AMOUNT		
					<input type="checkbox"/> WASTE DISPOSAL COSTS *		
					<input type="checkbox"/> TOTAL CHARGES		
					<input type="checkbox"/> LESS INSURANCE		
					<input type="checkbox"/> SALES TAX		
					<input type="checkbox"/> PLEASE PAY THIS AMOUNT		

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perform the services/repairs itemized in this invoice and that you received (or had the
opportunity to inspect) any replaced parts as requested by you.ALL PARTS ARE NEW
UNLESS OTHERWISE INDICATED.
 Some Parts Not Returnable

DATE

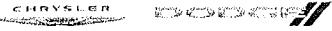
CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER #: 1103884

640084



Jeep

RAM

704-550 RICHMOND ROAD

SUSANVILLE, CA 96130

Phone (530) 257-5092

Fax (530) 257-7978

www.susanvilleautocenter.com

PAGE 3

SERVICE ADVISOR: 3342 MATTHEW KEMP

PLUMAS COUNTY SHERIF
 1400 E MAIN ST
 QUINCY, CA 95971-9402
 HOME: 530-283-6300 CONT: 530-927-7376
 BUS: 530-927-7376 CELL: 530-927-7376

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	19	FORD F-150	1FTEW1E59KKD30578		73876/73899	T7702
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN19 IS			17:30 01NOV22		0.00	CASH
01JAN19 DD						17NOV22
R.O. OPENED	READY		OPTIONS: DLR: 08546			
10:10 01NOV22	12:31 17NOV22					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

73876 REPLACED

F** Pollen Filter - Replace

CAUSE: DIRTY

AG36 Pollen Filter - Replace

3136 CF

1 FP*92* FILTER - POLLEN

PARTS: 49.99 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 49.99

73876 REPLACED

G** Intake tube from air filter to throttle body

CAUSE: BROKE DURING REPAIR

EN001 Intake tube from air filter to throttle

body

3136 ISPF

(N/C)

1 JL3Z*9B659*B HOSE - AIR

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

73876 REPLACED INTAKE TUBE FROM AIR FILTER TO THROTTLE BODY, NO

CHARGE TO CUSTOMER BROKE DURING REPAIR

PREVIOUS ESTIMATE: 154.95 NEW ESTIMATE: 1,538.04 ADDITIONAL COST: 1,383.09

01NOV22 16:10 SA: 3350

!!!!!! AUTHORIZED ESTIMATE WAS MODIFIED !!!!!!!

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
\$	\$			<input type="checkbox"/> In Person Approval <input type="checkbox"/> Telephone _____ <input type="checkbox"/> Text _____ <input type="checkbox"/> Email/Fax (See Attached)
Revised Estimate	\$			<input checked="" type="checkbox"/> In Person Approval <input checked="" type="checkbox"/> Telephone _____ <input checked="" type="checkbox"/> Text _____ <input checked="" type="checkbox"/> Email/Fax (See Attached)

HAZARDOUS WASTE DISPOSAL COSTS: We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.

ALL PARTS ARE NEW
UNLESS OTHERWISE INDICATED.
 Some Parts Not Returnable

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
WASTE DISPOSAL COSTS *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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DATE

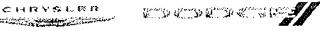
CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER #: 1103884

640084



* INVOICE *

PLUMAS COUNTY SHERIF

1400 E MAIN ST

QUINCY, CA 95971-9402

HOME: 530-283-6300 CONT: 530-927-7376

BUS: 530-927-7376 CELL: 530-927-7376

PAGE 4

SERVICE ADVISOR: 3342 MATTHEW KEMP

704-550 RICHMOND ROAD

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COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	19	FORD F-150	1FTEW1E59KKD30578		73876/73899	T7702
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
01JAN19 IS			17:30 01NOV22		0.00	CASH
01JAN19 DD						17NOV22
R.O. OPENED	READY		OPTIONS: DLR: 08546			
10:10 01NOV22	12:31 17NOV22					

LINE OP CODE TECH TYPE HOURS LIST NET TOTAL

*****THE FOLLOWING WORK WAS RECOMMENDED BUT NOT PERFORMED*****

ESTIMATE: 154.95 01NOV22 10:10 SA: 3350

!!!!!! AUTHORIZED ESTIMATE WAS MODIFIED !!!!!!!

*****THE FOLLOWING WORK WAS RECOMMENDED BUT NOT PERFORMED*****

,, DESCRIPTION: ALIGN2 Front Wheel Alignment

,, REASON DENIED: DEC

,, PERSON CONTACTED: PLUMAS COUNTY SHERIF

,, COMMENTS: None

,, RECOMMENDED BY: 3350 GONZALEZ DENIAL ADDED BY: 3350 GONZALEZ

,, LINE ASSOCIATED: ESTIMATE: 129.99

,, DESCRIPTION: TIRE4 Mount, Balance 4 tires

,, REASON DENIED: DEC

,, PERSON CONTACTED: PLUMAS COUNTY SHERIF

,, COMMENTS: None

,, RECOMMENDED BY: 3350 GONZALEZ DENIAL ADDED BY: 3350 GONZALEZ

,, LINE ASSOCIATED: ESTIMATE: 119.50

THANK YOU FOR CHOOSING SUSANVILLE FORD DODGE CHRYSLER JEEP RAM. WE APPRECIATE YOUR BUSINESS AND STRIVE TO PROVIDE EXCEPTIONAL SERVICE. IF YOU HAVE ANY CONCERNS ABOUT YOUR VISIT PLEASE FEEL FREE TO CONTACT LAURIE JOHNSON, SERVICE MANAGER, AT 530-257-5092 EXT 521.

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
\$	\$			<input type="checkbox"/> In Person Approval <input type="checkbox"/> Telephone _____ <input type="checkbox"/> Text _____ <input type="checkbox"/> Email/Fax (See Attached)
Revised Estimate	\$			<input type="checkbox"/> In Person Approval <input type="checkbox"/> Telephone _____ <input type="checkbox"/> Text _____ <input type="checkbox"/> Email/Fax (See Attached)

I acknowledge notice and oral approval of an increase in the original estimated price. By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you.

HAZARDOUS WASTE DISPOSAL COSTS: We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.

ALL PARTS ARE NEW
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 Some Parts Not Returnable

DESCRIPTION	TOTALS
LABOR AMOUNT	1162.13
PARTS AMOUNT	375.91
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
WASTE DISPOSAL COSTS *	0.00
TOTAL CHARGES	1538.04
LESS INSURANCE	0.00
SALES TAX	31.01
PLEASE PAY THIS AMOUNT	1569.05

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

VEHICLE CHECK-UP

704-550 Richmond Road
Susanville, CA 96130

FORD SERVICE

CUSTOMER INFORMATION

Date: 11/01/2022 RO/Tag#: 640084 7702

Name: PLUMAS COUNTY SHERIFF Phone#: (530) 283-6300

Email:

VIN#: 1FTEW1E59KKD30578

Year/Make/Model: 2019 Ford F-150 Plate#:

Odometer: 73876 Inspect. Month:

Owner Advantage Rewards®#: Service Balance:

Extended Service Plan: YES NO FordPass Member? YES NO

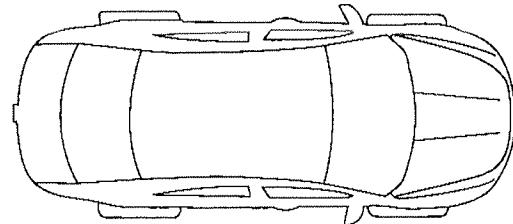
LIGHTS/HORN/WIPERS

TIRES

BRAKES

UNDERCARRIAGE

EXTERIOR BODY



Note any exterior body damage or defects on diagram

OK FILL

Engine Oil

OK FILL

Power Steering

OK FILL

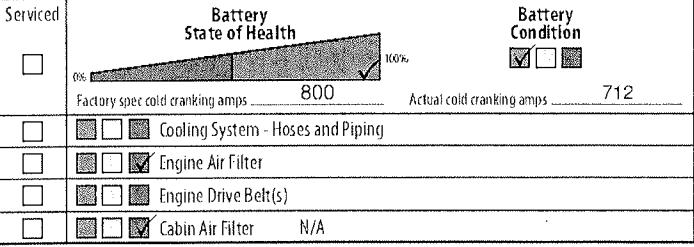
Transmission
(if equipped with dipstick)

Brake Reservoir

Window Washer

Coolant Recovery Reservoir

UNDER HOOD



OK FILL

Cooling System - Hoses and Piping

OK FILL

Engine Air Filter

OK FILL

Engine Drive Belt(s)

OK FILL

Cabin Air Filter N/A

OK FILL

3/32" or Less / Less than 3mm

OK FILL

Tire PSI: 35 Age: *

OK FILL

Tread Depth: 3 Tire PSI: 35 Age: *

OK FILL

Tread Depth: 3 Tire PSI: 35 Age: *

OK FILL

Tread Depth: 3 Tire PSI: 35 Age: *

OK FILL

Tread Depth: Tire PSI: Age: *

OK FILL

Notes:

OK FILL



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Todd Johns, Sheriff

MEETING DATE: December 6, 2022

SUBJECT: Authorize no contract payment of \$6,248.10 and \$2,565.27, to JBT Marine for unanticipated labor and repair services for a patrol boat; discussion and possible action.

Recommendation

Authorize auditor to pay invoice #2022327 for \$6,248.10 and invoice #2022330 for \$2,565.27 from JBT Marine without a contract, for unanticipated expenses related to the repair of a Sheriff's office patrol boat.

Background and Discussion

One of the Sheriff's law enforcement patrol boats required specialized service. The vendor was chosen and approved by the Department of General Services (DGS) because of supply chain issues and getting the repairs completed in time to get the boat winterized and into storage for the off season.

During the off season, the Sheriff's Office will work to obtain a service contract with JBT Marine for future needs should DGS refer boats there.

Action:

Authorize no contract payment if invoices for \$6,248.10 and \$2,565.27, to JBT Marine for unanticipated labor and repair services for a patrol boat; discussion and possible action.

Attachments:

1. JBT Marine Invoices

JBT MARINE

260 D GARDEN HIGHWAY
YUBA CITY, CA. 95991
SHOP 530-742-5752

AUTHORIZATION: 25091422-06

INVOICE #

2022327

DATE

9/14/2022

BILL TO

PLUMAS COUNTY SHERIFF
1400 EAST MAIN STREET
QUINCY, CA 95971
SGT BEATLEY 530.927.7376 / DICK WUSTRACK 530.616.0654

MECHANIC

GRANT

WORK TYPE

GENERAL REPAIRS

STATUS

F - Contacted Customer

STATUS DATE

11/8/2022

[Email Address]

BOAT INFORMATION

Type	Color	Hrs	Main Engine
DESIGN CONCEPTS			5.3L KODIAK DIRECT INJECTED 53L821NC s/n: 220812
GP #	Hull #		Equipment Number
CF2939XC	GRZ10158K192		DGS: 90023285

DATE	DESCRIPTION OF WORK	CITY	UNIT PRICE	AMOUNT	SHOP HRS
	DURING TEST RUN			-	
	STARTED AND IDLED WELL - BRIEF MISS ON ACCELERATION BUT ENGINE			-	
	SMOOTHED OUT			-	
	RAN WELL FOR 15-20 MINUTES THEN STALLED WHEN PULLED BACK TO IDLE			-	
	RESTARTED ON 3rd ATTEMPT BUT RAN VERY ROUGH AND OIL PRESSURE			-	
	SHOWED 1 NEEDLE WIDTH ABOVE 0psi			-	
	ENGINE WAS IMMEDIATELY SHUT OFF - RESTARTED AFTER ABOUT 10 MINUTES			-	
	AND SEEMED OKAY			-	
	ENGINE DIED AGAIN AT IDLE - ENGINE RAN ROUGH ON ACCELERATION AFTER			-	
	RESTART			-	
	SHUT ENGINE OFF AND WAITED A FEW MINUTES THE RESTARTED AND ENGINE			-	
	SEEMED OKAY FOR SEVERAL MORE START-RUN-SHUT OFF CYCLES			-	
	WHILE IDLING INTO THE SLIP THE ENGINE STARTED RUNNING EXTREMELY			-	
	ROUGH - SHAKING THE BOAT - OIL PRESSURE WENT TO ZERO			-	
	SHUT ENGINE OFF AND COASTED INTO SLIP			-	
	** FOUND CODE 65559 ANALOG GAUGES SHORTED WIRE - CORRECTED AND			-	
	SECURED (NO CHARGE). TESTED AND FOUND SEVERE CAVITATION - CAUSED BY			-	
	EXCESSIVE IMPELLER CLEARANCE / WEAR. ALSO HULL HAS NO STRAKES CAUSING			-	
9/29	ERRATIC HANDLING. REMOVED IMPELLERS AND SUBLET FOR REPAIR -			-	2.75
	REINSTALLED AND ADDED OVERLAP IMPELLER - REPLACED CUTLESS BEARINGS -			-	
10/31	NO FURTHER CAVITATION NOTED. ADDED STRAKES TO THE HULL TO CORRECT			-	6.50
11/1	DANGEROUS HANDLING. **			-	5.25
				-	
				-	
	ENGINE HOURS 4.7 AS OF 9/14/22			-	
				100.78	

SHOP SUPPLIES

NON TAXABLE SERVICES	NON TAX TOTAL	SHOP HRS TOTAL	14.50
SUBLET - REPAIR IMPELLER	779.00	779.00	
HAZARDOUS WASTE OIL @ \$2.00 per GAL			
HAZARDOUS WASTE COOLANT @ \$1.60 per GAL			
SHIPPING:	490.03	490.03	

Thank you for your business!

TAXABLE SUBTOTAL	\$ 2,763.24
TAX @ 7.25%	\$ 200.33
LABOR @ \$139 PER HR	\$ 2,015.50
Minus Deposit & Credits	\$ -
TOTAL	\$ 6,248.10

JBT MARINE employees may operate above vessel and trailer for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on the above vessel and trailer to secure that JBT MARINE will not be held responsible for loss or damage to the vessel or trailer or articles left in the vessel or trailer in case of fire, theft, amount of repairs thereto, accident or any other cause beyond our control.

CUSTOMER SIGNATURE

I hereby authorize the above repair work to be completed along with any applicable parts and/or materials.

ANY BOAT LEFT OVER 15 DAYS AFTER COMPLETION IS SUBJECT TO A \$25.00 PER DAY STORAGE FEE

JBT MARINE HONORS A 30 DAY WARRANTY ON PARTS AND LABOR

ANY BOAT OR MOTOR LEFT OVER 30 DAYS AFTER COMPLETION WILL BE FORFEITED AND BECOME THE PROPERTY OF JBT MARINE 30 DAYS WARRANTY ON PARTS AND LABOR

APPROVED
DEPT. GEN SVCS. FLEET & ASSET MGMT.
BY: *John Winter*
INSPECTOR OF AUTOMOTIVE EQUIP.

JBT MARINE

STATE OF CALIFORNIA
EQUIPMENT INSPECTION REPORT
DGS OFAM 6 (Revised 2/2020)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT
DGS OFAM 6 (Revised 2/2020)

To: PLUMAS CO. SHERIFF, QUINCY

				Inspector Number	License Number	
Date 11/10/22	# of Cyl. 8	Year 1992	Make DESIGN CONC	Model PATROL VESSEL	Equipment Type M/BOAT	E CF 2939 XC Odometer or Hourmeter
Department BOATING & WATERWAYS	Location SAC TO.			Agency Code 32000	Agency Equipment Number 90023285	
Inspection A Complete	Inspection B Mechanical		Status Repair	Amount Approved \$ 6,248.10	Savings \$	Disposition Retain
Invoice Number: 2022327			Date: 11/08/22	Vendor: JBT MARINE,	City: YUBA CITY	
Legend: S - Satisfactory I - Instructions R - Repair Accomplished						
1	S	I	R	Comments		
1	VIN No. <input type="text"/> GRZ10158K192, DESIGN CONCEPTS					
2	Oil-Lube <input type="checkbox"/>					
3	Preventive Maintenance <input type="checkbox"/>					
4	Safety <input type="checkbox"/>					
5	Electrical <input type="checkbox"/>					
6	Tires-Wheels <input type="checkbox"/>					
7	Body-Fenders <input type="checkbox"/>					
8	Engine <input type="checkbox"/>					
9	Drive Train <input type="checkbox"/> JET IMPELLERS,					
10	Cooling <input type="checkbox"/>					
11	Exhaust <input type="checkbox"/>					
12	Brakes <input type="checkbox"/>					
13	Steering <input type="checkbox"/>					
14	Suspension <input type="checkbox"/>					
15	Heater-A/C <input type="checkbox"/>					
16	Emissions <input type="checkbox"/>					
17	Other <input type="checkbox"/> ADD STRAKES					
18	Other <input type="checkbox"/>					
Survey Recommended <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Authorization Number 25091422-06		Inspector of Automotive Equipment Signature KEN WINTERS		Email Address ken.winters@dgs.ca.gov	Phone Number (916) 591-9296
Instruction to Vendor Obtain Approval: <input type="checkbox"/> YES <input type="checkbox"/> NO Estimated Cost: \$						

JBT MARINE

260 D GARDEN HIGHWAY
YUBA CITY, CA. 95991
SHOP 530-742-5752

AUTHORIZATION: 25091522-08

INVOICE #
2022330

DATE
9/15/2022

BILL TO
PLUMAS COUNTY SHERIFF
1400 EAST MAIN STREET
QUINCY, CA 95971
SGT BEATLEY 530.927.7376 / DICK WUSTRACK 530.616.0654

MECHANIC
ROBERT
WORK TYPE
GENERAL REPAIRS

STATUS
F - Contacted Customer
STATUS DATE
11/8/2022

[Email Address]

BOAT INFORMATION

Type	Color	Hrs	Main Engine
DESIGN CONCEPTS			5.3L KODIAK DIRECT INJECTED 53L821NC s/n: 220812
CF #	Hull #		Equipment Number
CF2939XC	GRZ10158K192		DGS: 90023285

DATE	DESCRIPTION OF WORK	QTY	UNIT PRICE	AMOUNT	SHOP HRS
	REPLACE TRAILER JACK - BENT			-	
	SEACHOICE 1500LB TRAILER JACK 52031	1	\$ 69.99	69.99	0.50
				-	
	HOUR METER NOT WORKING - REPLACE			-	
	SEACHOICE HOUR METER - 71924915301	1	\$ 53.99	53.99	1.00
				-	
	REPAIR LEAK FROM THROUGH-HULL WIRES IN REAR			-	
	COMPLETED - REMOVED FITTING, CLEANED AREA, ADDED NEW SILICONE			-	1.00
				-	
	REPLACE DAMAGED TRAILER WIRING			-	
	SEACHOICE TRAILER WIRE HARNESS 57931	1	\$ 12.99	12.99	1.00
				-	
	REDIRECT VENTS AS NEEDED			-	N/C
				-	
	ENGINE COMPARTMENT HAS NO BLOWER - REQUIRED TO VENT ENGINE FUMES			-	
	ATTWOOD 3" IN-LINE BLOWER 1733-4	1	\$ 44.99	44.99	2.00
	SHIELDS VENT HOSE 3" ft 88-4003000	3.5	\$ 2.00	7.00	0.50
	SOUND INSULATION	1	\$ 400.00	400.00	4.00
	INSTALL ASSIST STRUTS FOR COVER - X003AHCB52	2	\$ 42.99	85.98	1.00
9/29	REPLACE BROKEN BOW EYE			-	
	DIERKS HEAVY DUTY BOW EYE XHD 33	1	\$ 9.99	9.99	1.50
				-	
	IMPELLERS HAVE EXCESSIVE CLEARANCE CAUSING SEVERE CAVITATION			-	
9/29	REMOVED IMPELLERS AND HOUSINGS FOR REPAIR			-	
	REBUILD / RESTORE IMPELLERS TO CORRECT TOLERANCE			-	
	** SEE WO 2022327 **			86.88	
	SHOP SUPPLIES				
	NON TAXABLE SERVICES		NON TAX TOTAL		SHOP HRS TOTAL
	HAZARDOUS WASTE FUEL @ \$4.00 per GAL			-	12.50
	HAZARDOUS WASTE OIL @ \$2.00 per GAL			-	
	HAZARDOUS WASTE COOLANT @ \$1.60 per GAL			-	
	SHIPPING:				

Thank you for your business!

JBT MARINE employees may operate above vessel and trailer for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on the above vessel and trailer to secure that JBT MARINE will not be held responsible for loss or damage to the vessel or trailer or articles left in the vessel or trailer in case of fire, theft, amount of repairs thereto, accident or any other cause beyond our control.

TAXABLE SUBTOTAL	\$ 771.81
TAX @ 7.25%	\$ 55.96
LABOR @ \$139 PER HR	\$ 1,737.50
Minus Deposit & Credits	\$ -
TOTAL	\$ 2,565.27

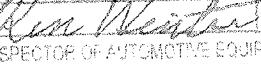
CUSTOMER SIGNATURE

I hereby authorize the above repair work to be completed along with any applicable parts and/or materials.

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APPROVED
DEPT. GEN. SVS. FLEET & ASSET MGMT.
BY: 
INSPECTOR OF AUTOMOTIVE EQUIP.

STATE OF CALIFORNIA
EQUIPMENT INSPECTION REPORT
DGS OFAM 6 (Revised 2/2020)

To: PLUMAS CO. SHERIFF, QUINCY

DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT

Survey Recommended	Authorization Number	Inspector of Automotive Equipment Signature	Email Address	Phone Number																																																																																																																																						
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Digitally signed by KEN WINTERS
Date: 2022.11.10 06:56:46 -08'00'

RESOLUTION NO. 21-3601

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN
PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

WHEREAS, it has been found that local resources are unable to cope with the effects of said emergency;

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

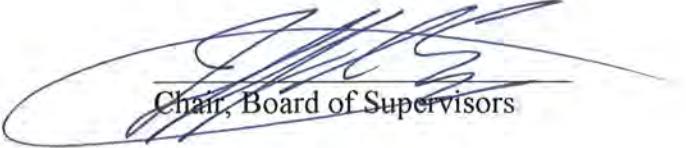
BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Dee Pitman
Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES
IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

WHEREAS, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

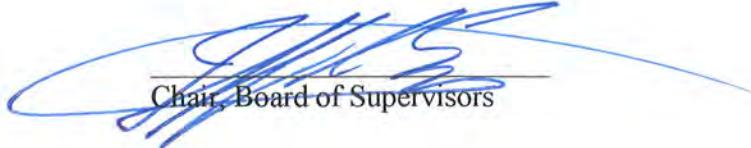
NOES: None

ABSENT: None

ATTEST:



Didi Patman
Clerk of the Board of Supervisors



Chair, Board of Supervisors

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

WHEREAS, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

WHEREAS, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

WHEREAS, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

WHEREAS, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS
BY PLUMAS COUNTY HEALTH OFFICER
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

WHEREAS, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

WHEREAS, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

WHEREAS, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

WHEREAS, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

WHEREAS, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

WHEREAS, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

WHEREAS, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

WHEREAS, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

WHEREAS, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

WHEREAS, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

WHEREAS, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

WHEREAS, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

WHEREAS, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

WHEREAS, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

WHEREAS, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

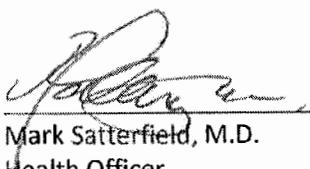
NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

NOW, THEREFORE, BE IT RESOLVED the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm
a.m./p.m. of the 26th day of July, 2021.

7/26/21
Date



Mark Satterfield, M.D.
Health Officer
County of Plumas