



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, Chair 2nd District
Tom McGowan, 3rd District
Greg Hagwood, 4th District
Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING
FEBRUARY 7, 2023 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

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

THIS MEETING IS DEDICATED IN MEMORY OF TERRY SWOFFORD

1. UPDATES AND REPORTS

- A. Presentation of Certificate of Appreciation and Recognition of Ron Trumbo and thanking him for his years of broadcast excellence and tireless efforts to keep the citizens of Plumas County informed and entertained.
- B. Presentation of Certificate of Appreciation and Recognition of Tommy Miles and thanking him for his years of broadcast excellence and tireless efforts to keep the citizens of Plumas County informed and entertained.
- C. **DIXIE FIRE COLLABORATIVE**
Report, update, and discussion on Dixie Fire Collaborative efforts
- D. **MUNIS HR/PAYROLL MODULE UPDATE**
Report, and update, on Pentimation, Tyler/ Munis software migration and 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 January 2023 [View Item](#)

B. DISTRICT ATTORNEY'S OFFICE

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County District Attorney's Office and Thomson Reuters, Inc. for online legal research and document generation; not to exceed \$19,000.00 in a 36 month term; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County District Attorney's Office and Thomson Reuters, Inc., for investigations and the Public Administrator for access to a real-time public records tool for locating people and assets; not to exceed \$13,500.00 in a 36 month term; approved as to form by County Counsel. [View Item](#)

C. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize the Director of Facility Services & Airports to waive the Portola Memorial Hall rental fee, for a public presentation hosted by Friends of Plumas Wilderness on March 13, 2023 from 6pm to 8pm. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign the Second Amendment to an Agreement between Facility Services and Martin Security Systems, Inc.; the Amendment is needed due to a partnership venture, giving ownership of contractual agreements with Plumas County to Current Electric & Alarm, Inc.; effective January 1, 2023; not to exceed \$5,652.00 per year for the remainder of the Agreement; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to ratify and sign an Agreement between Facility Services and Folchi Logging and Construction, Inc. for snow plowing services at the Portola Memorial Hall; effective November 1, 2022; not to exceed \$4,000; approved as to Form by County Counsel. [View Item](#)
- 4) Approve and authorize the Director of Facility Services & Airports to recruit and fill, funded and allocated 1.0 FTE Maintenance Worker I/II position; vacancy due to resignation. [View Item](#)

D. SHERIFF

- 1) Approve and authorize the Chair to sign a Memorandum of Understanding between the Plumas County Sheriff's Office and the California Health and Recovery Solutions, P.C., and the California Department of State Hospitals, for Early Access and Stabilization Services; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign an agreement between the Plumas County Sheriff's Office and Kassbohrer All-Terrain Vehicles, Inc., to provide maintenance, service and repair to the Sheriff's department snow cat; not to exceed \$20,000.00; approved as to form by County Counsel. [View Item](#)

E. PLUMAS COUNTY OFFICE OF EDUCATION

- 1) Approve and authorize the Chair to sign Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2023. [View Item](#)
- 2) Approve and authorize the Chair to sign the amended by-laws dated 11-10-2022 of the Plumas Early Education & Child Care Council, as submitted. [View Item](#)

F. BEHAVIORAL HEALTH

- 1) Approve and authorize the Board Chair to sign an Agreement between Plumas County Behavioral Health and Community Medical Specialists, Inc. dba Community Behavioral Health; to provide 2-full-time telehealth therapists and psychiatry services; from 2/1/23- 1/31/2025 ; not to exceed \$704,000.00; approved to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, to provide inpatient and outpatient mental health services; effective July 1, 2022; not to exceed \$160,000.00; approved to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign the First Amendment to an Agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, amending the compensation amount previously not to exceed \$165,000.00 to a not to exceed amount of \$245,000.00; to cover the rising demand for mental health, wellness, and recovery services for the remainder of the term of the Agreement; approved to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to ratify and sign the First Amendment to an Agreement between Plumas County Behavioral Health and Restpadd Health Corporation; effective December 1, 2022; amending the compensation amount an additional \$100,000.00 to cover the demand for psychiatric services for the remainder of the term of the Agreement; approved to form by County Counsel. [View Item](#)

G. PROBATION

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Probation Department and Dr. Alfredo M. Amezcaga Jr. to provide juvenile psychological evaluations; effective January 1, 2023; not to exceed Fourteen Thousand Dollars (\$14,000.00); approved as to form by County Counsel. [View Item](#)

H. PUBLIC WORKS

- 1) Approve and authorize the Chair to sign Amendment No. 3 to the Agreement between Plumas County Public Works Department and Quincy Engineering, Inc. for design engineering services for the Blairsden-Graeagle Road Bridge Replacement project and to authorize the Director of Public Works to sign the Notice of Assignment with the company's new owners: Consor North America, Inc.; approved as to form by County Counsel. [View Item](#)

- 2) Approve and authorize the Chair to sign Amendment No. 4 to the Agreement between Plumas County Public Works Department and Quincy Engineering, Inc. for design engineering services for the Keddie Resort Bridge Replacement project and to authorize the Director of Public Works to sign the Notice of Assignment with the company's new owners: Consor North America, Inc.; approved as to form by County Counsel. **View Item**
- 3) Authorize no contract payment of \$ 3,974.08 to Dokken Engineering, Inc. for work performed during the term of their On-Call Contract but not billed for until after the contract expired. **View Item**

I. CHILD SUPPORT SERVICES

- 1) Authorize the Child Support Services Dept. to Recruit and Fill Vacant 1.0 FTE **Child Support Specialist I or II** Position. **View Item**
- 2) Authorize the Child Support Services Dept. to recruit and fill an **EXTRA HELP** Child Support Specialist I Position. **View Item**

3. 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 PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT GOVERNING BOARD.

- 1) Appoint a Supervisor and an Alternate to Serve as a representative on the Flood Control Monterey Settlement Watershed Forum; discussion and possible action. **View Item**

B. ADJOURN AS THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS.

4. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** approving the Sheriff's Office to apply for and receive grant funds from the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**
- 2) Adopt **RESOLUTION** authorizing the Sheriff to sign a Letter of Agreement (LOA) with the Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ); to receive funding for the Domestic Cannabis Eradication/ Suppression Program; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**

B. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Authorize no contract payment of \$1,040.00 to Adventist Health St. Helena for mental health doctor fees for specialty services; discussion and possible action. **View Item**
- 2) Authorize no contract payment of \$3,356.00 to CEP America Psychiatry Professional Corporation for mental health doctor fees for specialty services; discussion and possible action. **View Item**

C. CHILD SUPPORT - Michelle Blackford

- 1) Adopt **RESOLUTION** to amend the position allocation for Budget Year 2022/2023 for department #70280 - Child Support Services; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**

D. PLANNING - Tracey Ferguson

- 1) Adopt **RESOLUTION** authorizing request for Regional Early Action Planning Grants Program (REAP 2.0) funding not to exceed \$2,060,000; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)
- 2) Approve and authorize the Chair to sign Funding Agreement Amendment No. 1 by and between the County of Plumas and Sierraville Public Utility District in the amount of \$1,132,660 for Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)
- 3) Approve and authorize the Chair to sign a Funding Agreement by and between County of Plumas and Indian Valley Community Services District for Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant in the amount of \$304,000; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)
- 4) Approve and authorize the Chair to sign a Funding Agreement by and between the County of Plumas and Plumas Crisis Intervention & Resource Center for Community Development Block Grant Program for Non-Entitlement Jurisdictions Tranches 2 and 3 in the amount of \$136,000; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)
- 5) Approve and authorize the Chair to sign a Funding Agreement by and between the County of Plumas and Rural Communities Housing Development Corporation in the amount of \$115,442.00 under the Local Government Regional Early Action Planning Grant Program; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

E. PUBLIC HEALTH - Dana Loomis

- 1) Adopt **RESOLUTION** to Amend the FY 2022/2023 County Personnel Allocation to increase the Office Supervisor position allocation to .825 FTE, and decrease the Administrative Assistant II position to .75 FTE; discussion and possible action. **Roll call vote** [View Item](#)

F. ENVIRONMENTAL HEALTH – Rob Robinette (Interim Director)

- 1) Approve and authorize the Chair to sign the first amendment to an Agreement between Plumas County Environmental Health and the California Association of Environmental Health Administrators (CAEHA); to extend the term of the agreement for emergency staffing to continue to populate the emergency structural debris, ash, hazardous trees, and lead contamination removal management resulting from the Dixie and Beckwourth fires through December 31st 2023; approved as to form by County Counsel; discussion and possible action. [View Item](#)

G. COUNTY COUNSEL – Gretchen Stuhr

- 1) Approve and authorize ratification of the County Administrative Officer's signature on this First Amendment to Agreement between Plumas County and Arcadis, U.S., Inc., extending term through August 31, 2023; effective January 25, 2023; approved as to form by County Counsel. [View Item](#)

H. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt **RESOLUTION** ratifying the Side Letter to the Memorandum of Understanding between the county of Plumas and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and the Sheriff's Mid-Management Unit, for the approval of the one-time lump sum non-recurring payment of \$1,500 for S.E.A. funding from the American Rescue Plan Act (ARPA). This is a one-time cost of seventy-eight thousand dollars (\$78,000.00) to be paid out of the ARPA funds to the employees of the Sheriff's department; discussion and possible action.
Four/fifths roll call vote [View Item](#)

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. Approve and authorize the Chair to sign MOU between the Golden State Finance Authority and Plumas County; to provide support for the development of a Plumas County specific Broadband Strategic Plan; not to exceed \$25,000; paid through the broadband dedicated funds of the American Rescue Plan Act funds; as approved as to form by County Counsel; discussion and possible action. **Roll call vote** **View Item**

6. BOARD OF SUPERVISORS

A. 11:00 AM PRESENTATION

- 1) The Plumas County League of Women Voters has announced the winners of its 2022 essay contest on the topic "Is Immigration Good for the United States?"
Luke Lerch of Quincy High School is the grand prize winner and will present his winning essay to the Plumas County Board of Supervisors.
The other three other winners who each received honorable mention are:
Ava McColm
Kaitlynn Miller
Zeniah Moghaddas

B. APPOINTMENTS

- 1) **SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT**
Appoint Greg Ramelli to the Sierra Valley Groundwater Management District Board of Directors for a four-year term, as recommended; discussion and possible action.
- 2) **CHESTER CEMETERY DISTRICT**
Appoint Ken Wilson to the Chester Cemetery District Board of Directors for a four-year term, as recommended; discussion and possible action.

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. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
1. Agricultural Commissioner
 2. Behavioral Health Director
 3. Building Services Director
 4. Chief Probation Officer
 5. Child Support Services Director
 6. County Administrative Officer
 7. County Counsel
 8. Environmental Health Director
 9. Facility Services Director
 10. Fair Manager
 11. Human Resources Director
 12. Information Technology Director
 13. Library Director
 14. Museum Director

15. Planning Director
 16. Public Health Director
 17. Public Works Director
 18. Risk & Safety Manager
 19. Social Services Director
- B. Conference with real property negotiator regarding facilities: Forest Lodge, LLC, 240 Greenville Wolf Creek Road, APN 110-230-003-000
 - 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
 - G. Conference with Legal Counsel: Claim against the County filed by Operating Engineers Local Union No. 3 on December 23, 2022.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to Tuesday, February 14, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Heidi White, Clerk of the Board
MEETING DATE: February 7, 2023
SUBJECT: Approve Board Minutes for January 2023

Recommendation

Approve the Board of Supervisors Meeting Minutes for January 2023

Background and Discussion

Action:

The Clerk of the Board respectfully request that the Board approve the meeting minutes for January 2023.

Attachments:

1. Meeting Minutes 01-03-2023
2. Meeting Minutes 01-10-2023
3. Meeting Minutes 01-17-2023



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, Chair 2nd District
Tom McGowan, 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 JANUARY 3, 2023

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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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 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Tom McGowan led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

No Items removed at this time.

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

Pastor George Tarleton offered a prayer for the county and the Board.

Eva Hagwood, a Plumas County Child Welfare Social worker, spoke during Public Comment advocating for employee pay increases.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Planning Director Tracey Ferguson, updated the Board of Planning Commission District 2, and District 3 seat vacancies.

ACTION AGENDA

1. BOARD OF SUPERVISORS - UPDATES AND REPORTS

A. Select Chair and Vice Chair of the Board of Supervisors for 2023

Motion: Supervisor Engel nominated Dwight Ceresola as Chair and Greg Hagwood as Vice Chair of the Board of Supervisors for 2023, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

The Dixie Fire Collaborative was not present for a Board update.

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 2 Goss, **Seconded by** Supervisor -District 5 Engel.

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

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

A. CLERK OF THE BOARD

- 1) Approve Board Minutes for December 2022

B. 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; vacancy due to resignation.
- 2) Authorize the interim Director of Behavioral Health to recruit and fill, funded and allocated, 1.0 FTE Behavioral Health Administrative Assistant.

C. COUNTY COUNSEL

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County and Robert Zernich; an attorney to fill in as Public Defender until a new one is hired; effective December 13, 2022; approved as to form by County Counsel

D. INFORMATION TECHNOLOGY

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County IT department and CDW-G, LLC, to provide County network security; effective January 11, 2023; not to exceed \$38,963.00; approved as to form by County Counsel.

E. RISK MANAGEMENT

- 1) Approve and authorize the Chair to ratify and sign an agreement between Risk Management and Restoration Management Consulting (RMC) Group, LLC for construction cost estimates to rebuild County Facilities destroyed by the Dixie Fire; effective August 22, 2022; approved as to form by County Counsel.

F. PUBLIC WORKS

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works department and the successful bidder, Ranch Fence, Inc. for fence repair work to be done at the Chester and Greenville Road Maintenance Yards; not to exceed \$73,461.00; approved as to form by County Counsel.

G. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Public Health Director to recruit and fill; funded and allocated; one (1) FTE Admin Assistant I/II or Office Assistant I/II/III position, vacancy due to resignation.
- 2) Approve and authorize the Chair to sign two (2) certification statements from the California Department of Health Care Services for the Child Health and Disability Prevention Program, for Children in Foster Care; approved as to form by County Counsel.
- 3) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health Department and Smile Products, Inc., a California Corporation; for lease of printers, parts, equipment and maintenance services; effective November 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel.

H. PROBATION

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Berry Enterprises, Inc., a Nevada corporation, dba Sierra Electronics in California for automotive component installation services; effective September 20, 2022; not to exceed \$4,500.00 in Fiscal Year 2022-2023, paid via grant funding, approved as to form by County Counsel.

3. 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 WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

- 1) Approve and authorize the Chair to ratify and sign Pump Service Task order No. 6 between the Walker Ranch Community Service District and Well Industries Inc. dba North State Pump and Electric for starter replacement and labor; work performed between July 5, 2022 and July 11, 2022; not to exceed \$12,414.27; approved as to form by County Counsel.

Motion: Approve and authorize the Chair to ratify and sign Pump Service Task order No. 6 between the Walker Ranch Community Service District and Well Industries Inc. dba North State Pump and Electric for starter replacement and labor; work performed between July 5, 2022 and July 11, 2022; not to exceed \$12,414.27; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

B. ADJOURN AS THE WALKER RANCH SERVICE DISTRICT GOVERNING BOARD AND RECONVENE AS THE PLUMAS COUNTY BOARD OF SUPERVISORS.

4. DEPARTMENTAL MATTERS

A. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt **RESOLUTION** adopting the Job Classification Plan affected by the California minimum wage rate schedule of \$15.50 an hour and approve Plumas County's Pay Schedule; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8756** adopting the Job Classification Plan affected by the California minimum wage rate schedule of \$15.50 an hour and approve Plumas County's Pay Schedule; **Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Second by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 0).

Yes: None.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. Approve and authorize the reassignment of County payroll responsibilities and functions by moving these duties out of the Auditor - Controllers Office, and assigning the payroll responsibilities to the Human Resource Office to facilitate the migration from FinancePLUS (Pentimation) to Tyler/Munis' HR Module; and Adopt **RESOLUTION** to amend the position allocation for budget year 2022/2023 for the departments of #20035 and 20040; discussion and possible action. **Roll call vote.**

The County Administrative Officer, Debra Lucero, presented a brief background on the 15 year FinancePLUS (Pentimation) system. This report touched on several issues related to the need to transition the County payroll function from the current (Pentimation) system to the Tyler/Munis' HR Module.

The report discussed in detail a meeting with the Auditor-Controller, the Hired Consultant regarding the Auditor-Controller offices' current work load, training considerations, staffing issues and upcoming projects with immediate needs. The report further outlined and recommended the proposed reassignment of the County payroll functions and responsibilities to the Human Resource Department, and for the Board to adopt a Resolution to amend the position allocation for the 2022/2023 budget year to facilitate the migration.

Following considerable discussion by all departments involved:

Motion: Approve Board direction to the departments involved in the migration of payroll from the current system into the Tyler/ Munis Module, and for those parties to create a mutually agreed upon list of problems as well as a list of agreed upon solutions and return this matter to the Board of Supervisors on Tuesday, January 10, 2023; with a mutually agreed upon plan to move forward with the implimentation.

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

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

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

Motion: Board direction to the departments involved in the migration of payroll from the current system into the Tyler/ Munis Module, and for those parties to create a mutually agreed upon list of problems and solutions and return this matter to the Board of Supervisors on Tuesday, January 10, 2023.

- B. Approve and authorize Human Resources, Risk Management and (a temporary move) of County Counsel to the Old Probation Department; and the approval of one-time funds to assist with the move; discussion and possible action. **Roll call vote**

The County Administrative Officer, Debra Lucero, presented a brief background on the current challenges the Human Resource Department is facing, and the proposed move of both Human Resources and Risk Management, faith a temporary move of County Counsel due to storm damage in their office located in the Courthouse.

Following considerable discussion by all departments involved:

Motion: Approve Board direction for both the Planning and Building, to compile costs as stipulated and return this matter to the Board of Supervisors on Tuesday, January 10, 2023, for discussion and possible action.

6. 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 January 17, 2023

Motion: Continue Emergency, 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 17, 2023

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss .

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

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

B. APPOINTMENTS

- 1) Review standing **Boards, Commissions, and Committees** and make the necessary appointments, and/ or reappointments.

Motion:Approve appointments and reappointments to Standing **Boards, Commissions, and Committees** as Stipulated.

Action: Approve, **Moved by** Supervisor - District 2 Goss, **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 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

C. CORRESPONDENCE

Supervisor Goss received correspondence in regard to the New Year Fireworks display inGreenville; correspondence regarding the road conditions and safety when traveling in the Canyon during the forecasted winter weather; correspondence regarding garbage service; and correspondence regarding issues with Ameri-Gas service including not picking up the propane fuel tanks in Greenville that were destroyed by the fire; additional correspondence regarding a White BMW, now Pink that has been sitting on top of Goat Hill for about 8 months (has not been towed), and a 1990 ford bronco with missing hubcaps and tires that was abandoned on the grade(has not been towed)

Supervisor Engel received correspondence regarding Christmas and New Years celebrations; and correspondence regarding plowing of roads.

Supervisor Hagwood received correspondence regarding possible locations in the downtown Quincy area for the proposed new courthouse; correspondence regarding hazardous trees; correspondence regarding the Lowry House.

Supervisor McGowan received correspondence regarding snow removal; correspondence regarding a code enforcement matter; and attending the Chester Fireworks display.

Supervisor Ceresola received correspondence regarding snow removal, and flood matters.

D. INFORMATIONAL ANNOUNCEMENTS

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

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

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

Reported by Supervisor Goss regarding matters related to County Government and include attending two meetings regarding the Greenville Wolf Creek trailers; and a meeting regarding organic waste disposal and California Compliance.

Reported by Supervisor Engel regarding matters related to County Government and included attending an RSF meeting, and a meeting regarding the Monterey Settlement.

Reported by Supervisor Ceresola regarding matters related to County Government and include attending a Sierra Groundwater meeting.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee evaluation - Chief Probation Officer (Board Only)
- 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: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Ceresola reported no reportable action was taken in closed session.

8. ADJOURNMENT

Adjourn meeting to Tuesday, January 10, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, Chair 1st District
Kevin Goss, 2nd District
Tom McGowan, 3rd District
Greg Hagwood, Vice Chair 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 JANUARY 10, 2023

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Chad Hermann led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor McGowan requested that Item 2.A.1. and Item 2.A.2. be removed from consent to Departmental Matters for further discussion.

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.

Pastor George Tarleton offered a brief prayer for the County.

Ava Hagwood spoke during public comment addressing the Board to advocate for Plumas County employees to receive wage increases.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

District Attorney David Hollister welcomed the two new assistant District Attorneys, Graham Archer and Brian Hagan. He also commented regarding short staffing of essential County Departments and wage increases for the County employees.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Dixie Fire Collaborative did not have a report for today's meeting.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as amended (Items 2.A.1. and Item 2.A.2. moved to Departmental Matters for discussion) **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

A. BEHAVIORAL HEALTH

- 1) Approve and authorize the Board Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Environmental Alternatives; to provide transitional housing, specialty mental health services, and case management services for FY 2022/23; effective July 1, 2022, not to exceed \$851,000.00; approved as to form by County Counsel.

Following an extensive discussion:

Motion: Approve and authorize the Board Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Environmental Alternatives; to provide transitional housing, specialty mental health services, and case management services for FY 2022/23; effective July 1, 2022, not to exceed \$851,000.00.

Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

- 2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Asana Integrated Medical Group, for telehealth psychiatric services in FY 22/23; effective July 1, 2022; not to exceed \$484,000.00; approved as to form by County Counsel.

Following an extensive discussion:

Motion: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Asana Integrated Medical Group, for telehealth psychiatric services in FY 22/23; effective July 1, 2022; not to exceed \$484,000.00.

Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

- 3) Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated, 1.0 FTE Information Systems Technician position; vacancy due to promotion.

B. FACILITY SERVICES

- 1) Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the Groundhog Fever Festival, to be held on February 4, 2023 from 1:00 - 5:00pm on the Courthouse lawn.

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** authorizing the Sheriff to execute an Agreement, including any amendments or modifications for "Live Scan" services provided by the Department of Justice(DOJ); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8757** authorizing the Sheriff to execute an Agreement, including any amendments or modifications for "Live Scan" services provided by the Department of Justice(DOJ). **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 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

4. COUNTY ADMINISTRATIVE OFFICER - DEBRA LUCERO

A. Receive an update on the Local Assistance and Tribal Consistency Fund.

Zachary Gately updated the Board on where the County is regarding the Local Assistance and Tribal Consistency fund application process, and when the County is expecting to receive status of the application.

- #### B. **Continued from January 3, 2023 as stipulated by the Board:** Approve and authorize the reassignment of County payroll responsibilities and functions by moving these duties out of the Auditor - Controller's Office, and assigning the payroll responsibilities to the Human Resource Office to facilitate the migration from FinancePLUS (Pentimation) to Tyler/Munis' HR Module; and Adopt RESOLUTION to amend the position allocation for budget year 2022/2023 for the department of #20035; discussion and possible action. **Roll call vote.**

Motion: 1. Approve the Human Resource Director to recruit and fill a Payroll Specialist position (to be located within the Human Resources Department) to assist with the payroll transition, to work between Human Resources and the Auditor-Controller's as the migration moves forward, creating a cross-trained Human Resource Specialist that understands both the Auditor-Controller functions as well as the Human Resources side of the equation; and direct the County Administrative Officer to oversee this process facilitating the migration from FinancePLUS (Pentimation) to Tyler/Munis' HR Module.

2. Approve migration to a new payroll system and one-time use of LATCF funds for training.

3. Adopt **RESOLUTION No. 23-8758** to amend the position allocation for Budget Year 2022/2023 for Human Resources Department #20035, establishing a Payroll Specialist position, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **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 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

- C. **Continued from January 3, 2023:** Approve and authorize Human Resources, Risk Management and (a temporary move) of County Counsel to the Old Probation Department; and the approval of one-time funds to assist with the move; discussion and possible action. **Four/fifths roll call vote**

Following a presentation and detailed discussion:

Motion: Approve and authorize Human Resources, Risk Management as well as the temporary move of the County Counsel Office to the Old Probation Department; and the approval of one-time funds to assist with the move, and Approve the updates to the current Planning and Building Offices as outlined.

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

Vote: Motion by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 3 McGowan.

No: Supervisor - District 5 Engel.

5. **BOARD OF SUPERVISORS**

A. **CORRESPONDENCE**

Supervisor Goss received correspondence regarding water levels in small streams near their homes, and sandbag locations.

Supervisor Hagwood received correspondence regarding hazardous trees; contracts with entities at the fairgrounds; and correspondence regarding payroll moving from the Auditor/ Controllers office to Human Resources.

Supervisor Engel received correspondence regarding the Senior Transportation program.

Supervisor McGowan received little to no correspondence due to the weather interrupting internet services.

Supervisor Ceresola received correspondence regarding the Fire District consolidation, snow removal, and concerns about flooding.

B. **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 meeting with the staff at the Sheriff's Office regarding the ongoing staffing crisis; attended a meeting with the Lowry House Group regarding a report for the Board on the Group's ongoing efforts.

Reported by Supervisor McGowan regarding matters related to County Government and had nothing to report at this time.

Reported by Supervisor Goss regarding matters related to County Government and include meeting with a group regarding the Consolidation and formation of a New Fire Service District on the east side of the County; attended a meeting with the EMCC regarding long term recovery matters.

Reported by Supervisor Engel regarding matters related to County Government and included attending a Watershed forum meeting, and has a Fire District Consolidation meeting scheduled for Saturday January 14, 2023.

Reported by Supervisor Ceresola regarding matters related to County Government and include meeting with the staff at the Sheriff's Office regarding the ongoing staffing crisis, and participated in the County Administrative meeting regarding solutions to the Payroll Munis migration, as well as the Administrative meeting to find an equitable resolution to the matter regarding Human Resources, Risk Management, and County Counsel or Planning/ Building Department moving to the Old Probation Building.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee evaluation - Chief Probation Officer (Board Only)
- 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: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Supervisor Ceresola reported that there was no reportable action taken in the closed session.

7. ADJOURNMENT

Adjourn meeting to Tuesday, January 17, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, Chair 2nd District
Tom McGowan, 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 JANUARY 17, 2023

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Travis Goings led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no items noted

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.

Ava Hagwood, Plumas County Child Welfare Social Worker, spoke regarding the County's staffing vacancies. She also spoke in advocacy of wage increases for County Employees.

Joe Hoffman of the Plumas National Forest Service, Mount Hough Ranger District updated the Board on pile burning that is scheduled for the Mount Hough District, Beckwourth District, and the Feather River Ranger District. He also reported that there would be more under burn projects scheduled for later in the year. Chris Carlton updated the Board regarding the Community Protection projects.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Todd Johns, gave a brief report regarding critical staffing issues impacting the correctional staff and the patrol staff schedules.

Tracey Ferguson, updated the board regarding the Public Hearing at the Fairgrounds, to be conducted by CalFire regarding the Calfire fire, fire hazard severity zone state responsibility area revised maps. The meeting is scheduled for 01/17/2023 at 6:00 P.M.

Director of Facilities, JD Moore updated the Board on the leak in the Courthouse that affected the County Counsel office in December, causing damage.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Kest Porter reported on the Dixie Fire Collaboratives ongoing efforts on the recovery from the Dixie Fire. (Report Attached)

B. MUNIS HR/PAYROLL MODULE UPDATE

Report, and update, on Pentimation, Tyler/ Munis software migration and efforts.

The County Administrator, Debra Lucero, provided an update on the timeline of scheduled events for the Payroll transition into Munis. She also touched on the on-going activities and progress made by the departments involved, and the modifications made to the timeline to meet the Munis Payroll module implementation goals.

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 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

A. PUBLIC WORKS

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Works Department and Cascade Software Systems for Maintenance and Services of Cost Accounting System; effective July 1, 2022, not to exceed \$30,000.00; approved as to form by County Counsel.

B. COUNTY COUNSEL

- 1) Approve and authorize Chair to sign an agreement between Plumas County and Attorney Alison Bermant; for Public Defender services, effective February 1, 2023; approved as to form by County Counsel.

3. 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 COUNTY SERVICE AREA #12 GOVERNING BOARD.

- 1) Selection of a representative from CSA #12 to serve on the Social Services Transportation Advisory Council; discussion and possible action.

Motion: Selection of Supervisor Jeff Engel as the Board representative from CSA #12 to serve on the Social Services Transportation Advisory Council.

Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

B. ADJOURN AS THE COUNTY SERVICE AREA #12 GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. FACILITY SERVICES & AIRPORTS - JD Moore

- 1) Approve and authorize the Director of Facility Services & Airports to advertise for bids for the runway pavement joint reseal project at Nervino Airport, and Rogers Field; discussion and possible action.

Motion: Approve and authorize the Director of Facility Services & Airports to advertise for bids for the runway pavement joint reseal project at Nervino Airport, and Rogers Field.

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

B. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize fixed asset purchase of a new 2022 Polaris snowmobile for the Sheriff's OHV/OSV program; not to exceed \$17,500.00; and authorize supplemental budget transfer of \$292.00 from Out of County Travel Department Acct. # 527500 - in to Patrol Equipment Department Acct. # 545700 to cover the over budget costs of snowmobile purchase; discussion and possible action.

Four/fifths required roll call vote

Motion: Approve and authorize fixed asset purchase of a new 2022 Polaris snowmobile for the Sheriff's OHV/OSV program; not to exceed \$17,500.00; and authorize supplemental budget transfer of \$292.00 from Out of County Travel Department Acct. # 527500 - in to Patrol Equipment Department Acct. # 545700 to cover the over budget costs of snowmobile purchase.

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 4 Hagwood, Supervisor - District 5 Engel, Supervisor - District 3 McGowan.

C. AUDITOR CONTROLLER - Martee Nieman (Graham)

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County and Rodney Craig Goodman Jr., for consulting and training services of the Auditor-Controller's Office; effective January 1, 2023 - December 31, 2023; not to exceed \$130,000.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County and Rodney Craig Goodman Jr., for consulting and training services of the Auditor-Controller's Office; effective January 1, 2023 - December 31, 2023; not to exceed \$130,000.00.

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

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

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

D. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt a **RESOLUTION** to approve employee offers of affordable Health Insurance required under the Patient Protection and Affordable Care Act (ACA); discussion and possible action.

Roll call vote

Motion: Adopt **RESOLUTION No. 23-8759** to approve employee offers of affordable Health Insurance required under the Patient Protection and Affordable Care Act (ACA).

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

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

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

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. Brief announcement and report from the County Administrative Officer.

Debra Lucero, gave a brief report regarding the County Budget, and the Counties financial picture, and the plan moving forward.

6. 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 February 14, 2023.
- B. Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on March 14, 2023.

Motion: Approve and recommend to continue emergencies of both Items 6.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 February 14, 2023, and Item 6.B. - Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; and recommendation to continue the emergency and bring back within 60 days, on March 14, 2023.,

Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

- C. Correspondence

Supervisor Goss received correspondence regarding an incident in the Canyon pertaining to a train derailment; correspondence in regards to the weather; and conversations with individuals regarding FERC - Lake Almanor.

Supervisor Hagwood received correspondence regarding CalFire's fire hazard severity zone revised maps, and home owner fire insurance; correspondence regarding the Lowry House, and the proposed Theater project that has been proposed for Dame Shirley Plaza; and correspondence regarding the new Courthouse being built in Dame Shirley Plaza.

Supervisor Engel received correspondence mostly regarding CalFire's fire hazard severity zone revised maps.

Supervisor McGowan received correspondence regarding CalFire's fire hazard severity zone revised maps; and correspondence regarding a bridge repair needed at Hamilton Branch.

Supervisor Ceresola received correspondence regarding Fire District Consolidation meetings; and correspondence regarding the roads that are in need of repair.

D. INFORMATIONAL ANNOUNCEMENTS

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

Reported by District 4 Supervisor Greg Hagwood regarding matters related to County Government and include attending the Community Development Commission meeting; participated in a Zoom meeting with the Lassen, Plumas Sierra Action Committee; and continued to have attend meetings with the Sheriff's office to address staffing issues.

Reported by District 3 Supervisor Tom McGowan regarding matters related to County Government and reported that the meetings that he was scheduled to attend were interrupted due to weather and poor internet connections.

Reported by District 2 Supervisor Kevin Goss regarding matters related to County Government and include participating in the Fire Consolidation meetings over the weekend; attended the NorCal EMS Board of Directors meeting, and various meetings with constituents.

Reported by District 5 Supervisor Jeff Engel regarding matters related to County Government and include attending the Eastern Fire Districts Consolidation meeting; participated in a meeting at the Planning and Building Department with Chuck White, Tracey Ferguson and some local architects regarding concerns over Article 25; and he is planning to attend the CalFire Public Hearing regarding the fire hazard severity zone revised maps.

Reported by District 1 Supervisor Dwight Ceresola regarding matters related to County Government and include attending the Fire Districts Consolidation meetings; and met with the Sierra Valley Groundwater District

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
1. Agricultural Commissioner
 2. Behavioral Health Director
 3. Building Services Director
 4. Chief Probation Officer
 5. Child Support Services Director
 6. County Administrative Officer
 7. County Counsel
 8. Environmental Health Director
 9. Facility Services Director
 10. Fair Manager
 11. Human Resources Director
 12. Information Technology Director
 13. Library Director
 14. Museum Director
 15. Planning Director
 16. Public Health Director
 17. Public Works Director
 18. Risk & Safety Manager
 19. Social Services 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: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. 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 Ceresola reported no reportable action was taken in Closed Session.

8. ADJOURNMENT

Adjourn meeting to Tuesday, February 7, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

Dixie Fire Collaborative, Report to the Plumas County Board of Supervisors
January 17, 2023

The snow and rain have put most of our focus over the last month and a half on digging out and dealing with water and mud. However, Greenville Rotary has been working in that mud to assemble a greenhouse to use as a gathering place at the Spot. Plans are also moving forward to install carports to cover the food trailers and to finally move the portable classroom to house the thrift store.

Around the entire community of Greenville, the FireWise group has been working to find zone captains so that we will be better prepared in case of future disasters. Each captain will be responsible for communicating with between twenty-five to fifty households.

This coming Saturday we will hold our monthly Community Meeting at 11:00 in the Elementary School Cafeteria. As always, we will share the latest recovery information we have available. In addition, we will conduct two interactive items. One will be to finish conducting the survey we began last month to help us determine what residents want to see as we rebuild downtown Greenville. The other will be hold an election for two open positions on the DFC Steering Committee.

After that meeting, at 2:00, the Indian Valley Innovation Hub will hold an Entrepreneur Rally at the new Grizzly Bite in Taylorsville. These rallies are open to anyone interested in discussing potential businesses and have led to productive conversations about developing the economy of Indian Valley.

One of the most important projects from a potential money standpoint is to complete The RSF long-term recovery plan. The five committees, of which you are each a part, have continued their work to that end. The aim is to have the preliminary projects completed this month so they can go out to the public for their responses, then completing the plan by June.

Finally, I have enrolled in an FRC class this semester and, after a year of attending your meetings, I won't be able to attend again until June. I'll miss hearing what you are doing to run the County and being a conduit of information between you and the Dixie Fire Collaborative. I look forward to resuming that role in June.

Before I go, I want share my frustration with this format. Clint and I report to you twice a month regarding what the collaborative is doing, but I have no idea what you are thinking. I propose that you hold a special meeting in Greenville with the single topic being to see and learn about the current status of our recovery. Walk the town with us, in an open meeting, see what we are trying to do, and talk with us about your thoughts regarding our future. If we put that together within the next two months, would you be willing to hold that kind of meeting?

Kest Porter
County Liaison
Dixie Fire Collaborative
530-616-0226
kestporter@gmail.com



**PLUMAS COUNTY
DISTRICT ATTORNEY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: David Hollister, District Attorney

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County District Attorneys Office and Thomson Reuters, Inc. for online legal research and document generation; not to exceed \$19,000.00 in a 36 month term; approved as to form by County Counsel.

Recommendation

Approve and authorize the District Attorney to sign a multi-year contract with Thomson Reuters for online legal research and document generation; approved as to form by County Counsel.

Background and Discussion

The District Attorney's office has been utilizing Thomson-Reuters software for the last five years to perform legal research for pending criminal cases.

Action:

Please approve the contract with Thomson-Reuters for the District Attorney's Office.

Attachments:

1. Westlaw Contract for DA
2. Thomson Reuters Westlaw Service Agreement



THOMSON REUTERS

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520 MAIN ST RM 404
QUINCY, CA 95971-9116
US

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Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$479.22	36

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Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys’ fees.

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by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

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Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

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- Campus Research
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- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-04930005

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 1/31/2023.



THOMSON REUTERS

Attachment**Order ID: Q-04930005**

Contact your representative jeff.humphrey@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information**Payment Method:**Payment Method: Bill to Account
Account Number: 1000630480**Order Confirmation Contact (#28)**Contact Name: Johns, Sheri
Email: sherijohns@countyofplumas.com**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

eBilling ContactContact Name Sheri Johns
Email sherijohns@countyofplumas.com**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1000630480	PLUMAS COUNTY DISTRICT ATTORNEY	520 MAIN ST RM 404 QUINCY CA 95971-9116 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
3	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)
3	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
3	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Sheri	Johns	sherijohns@countyofplumas.com	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$479.22	5.00	\$503.19	5.00	\$528.35	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

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 **District Attorney's Office** (hereinafter referred to as "County"), and **Thompson-Reuters, Inc. a California corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services under the terms and conditions as set forth in Exhibit A (Order Form), attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A (Order Form), attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nineteen Thousand Dollars (\$19,000.00).
3. Term. The term of this agreement shall be from the date of execution of this agreement until 36 months from the date of execution, unless terminated earlier as provided herein.
4. Authorized Signer. The Board of Supervisors authorizes the Plumas County District Attorney to be the Authorized Representative for the order and to sign the Order Form as requested by Thompson-Reuters.

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

COUNTY:

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

By: _____
David Hollister
District Attorney
Date signed:

By: _____
Chair of the Board of Supervisors
Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors
Date Signed:

____ COUNTY INITIALS



**PLUMAS COUNTY
DISTRICT ATTORNEY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: David Hollister, District Attorney

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County District Attorneys Office and Thomson Reuters, Inc., for investigations and the Public Administrator for access to a real-time public records tool for locating people and assets; not to exceed \$13,500.00 in a 36 month term; approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign a multi-year contract with Thomson Reuters for investigations and the Public Administrator for access to a real-time public records tool for locating people and assets; approved as to form by County Counsel

Background and Discussion

The District Attorney's office has been utilizing Thomson-Reuters software to perform person searches for criminal case investigations and heir searches for probate cases.

Action:

Please approve the contract with Thomson-Reuters for the District Attorney's Office.

Attachments:

1. Thomson Reuters CLEAR

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 **District Attorney's Office** (hereinafter referred to as "County"), and **Thomson-Reuters, Inc. a California corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services under the terms and conditions as set forth in Exhibit A (Order Form), attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A (Order Form), attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirteen Thousand Five Hundred Dollars (13,500.00).
3. Term. The term of this agreement shall be from the date of execution of this agreement until 36 months from the date of execution, unless terminated earlier as provided herein.
4. Authorized Signer. The Board of Supervisors authorizes the Plumas County District Attorney to be the Authorized Representative for the order and to sign the Order Form as requested by Thompson-Reuters.

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

COUNTY:

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

By: _____
David Hollister.
District Attorney
Date signed:

By: _____
Dwight Ceresola
Chair of the Board of Supervisors
Date signed:

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors
Date Signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

1/17/2023

____ COUNTY INITIALS

EXHIBIT A

 THOMSON REUTERS	Order Form	Order ID: Q-05286676
	Contact your representative brandon.dandl@thomsonreuters.com with any questions. Thank you.	

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41448992	CLEAR for Government Fraud	2	Seats	\$335.00	36	Subscription

Minimum Terms

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Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

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Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gate ways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product

data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Signature for Order ID: Q-05286676

ACKNOWLEDGEMENT Q-05286676

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 3/13/2023 CT.



THOMSON REUTERS

Attachment**Order ID:Q-05286676**Contact your representative brandon.dandl@thomsonreuters.com with any questions. Thank you.

Order ID: Q-05286676

Payment, Shipping and Contact Information**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000262889

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name:Johns, Sheri

Email:sherijohns@countyofplumas.com

Account Contacts

Contact Name		Email Address	Customer Type Description
Sheri	Johns	sherijohns@countyofplumas.com	CLEAR PRIMARY CONT
Sheri	Johns	sherijohns@countyofplumas.com	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1	2.2.2.2				

Sub Material**Quantity****Active Subscription to be Lapsed**

41448992	1	CLEAR for Government Fraud
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Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41448992	CLEAR for Government Fraud	\$335.00	5.00	\$351.75	5.00	\$369.34	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

SAP Number	Material	Product Description	First Name	Last Name	Email	Position	WLEc Type Juris	Banded Product	NAIC Number	NAIC Name
1000262889	41448992	CLEAR for Government Fraud	Jessica	Beatley	jessicabeatley@countyofplumas.com	Clear Investigator		No		
1000262889	41448992	CLEAR for Government Fraud	Sheri	Johns	sherijohns@countyofplumas.com	Clear Administrator		No		



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: JD Moore, Director of Facility Services
MEETING DATE: February 7, 2023
SUBJECT: Approve and authorize the Director of Facility Services & Airports to waive the Portola Memorial Hall rental fee, for a public presentation hosted by Friends of Plumas Wilderness on March 13, 2023 from 6pm to 8pm.

Recommendation

Approve and authorize the Director of Facility Services & Airports to waive the Portola Memorial Hall rental fee, for a public presentation hosted by Friends of Plumas Wilderness on March 13, 2023 from 6pm to 8pm.

Background and Discussion

Charles Schrammel, Executive Director of Friends of Plumas Wilderness (FoPW), has respectfully requested a fee waiver for use of the Portola Memorial Hall on March 13, 2023.

FoPW is a local, non-profit organization promoting conservation of public lands within the Upper Feather River Watershed. FoPW "seeks to engage and collaborate with the communities throughout Plumas County," and would like to host a public presentation at the Portola Memorial Hall.

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

Action:

Approve and authorize the Director of Facility Services & Airports to waive the Portola Memorial Hall rental fee for this event.

Attachments:

1. Friends of Plumas Wilderness- Fee Waiver Request



December 16, 2022

Greetings Board of Directors,

Friends of Plumas Wilderness (FoPW) is a local, grassroots, non-profit organization promoting conservation of public lands within the Upper Feather River Watershed. Our Protect Plumas initiative is aimed at the permanent protection of 30% of our public lands by 2030.

As a facet of this initiative FoPW seeks to engage and collaborate with our communities throughout Plumas County in March of 2023. We are considering hosting a public presentation and forum at the Portola Veterans' Hall on March 13, 2023 from 6pm to 8pm, and respectfully request a fee waiver on the basis of our 501(c)(3) nonprofit status.

We expect 30-50 community members will attend and we may provide light refreshments, (no meals or alcoholic beverages will be provided). For set-up and clean-up we anticipate needing the venue space from 5pm to 9pm.

Please contact me with any questions.

Thank you for your time.

Regards,

Charles Schrammel
Executive Director
charles@plumaswilderness.org



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign the Second Amendment to an Agreement between Facility Services and Martin Security Systems, Inc.; the Amendment is needed due to a partnership venture, giving ownership of contractual agreements with Plumas County to Current Electric & Alarm, Inc.; effective January 1, 2023; not to exceed \$5,652.00 per year for the remainder of the Agreement; approved as to form by County Counsel.

Recommendation

Approve and authorize Board Chair to ratify and sign contract amendment between Facility Services and Martin Security Systems, Inc. to, because of a partnership venture, give ownership of contractual agreements with Plumas County to Current Electric & Alarm, Inc.

Background and Discussion

On January 9, 2023, Scott Martin, owner of Martin Security Systems, Inc., informed Facility Services that he had entered into a partnership venture with Alan Vaughan of Current Electric & Alarm, Inc. with Current Electric & Alarm, Inc. to be the controlling entity. He noted that there will be no change in services being provided or of the fee schedule for said services except to note that service fees will be paid to Current Electric & Alarm, Inc. going forward. It is for this reason, Facility Services respectfully requests approval and ratification of this contract amendment.

Action:

Attachments:

1. Martin Security amendment

SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND MARTIN SECURITY SYSTEMS, INC.

This Second Amendment to Agreement ("Amendment") is made on January 1, 2023 between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and MARTIN SECURITY SYSTEMS, INC. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and MARTIN SECURITY SYSTEMS, INC. have entered into a written Agreement dated May 1, 2020, (the "Agreement"), in which MARTIN SECURITY SYSTEMS, INC. agreed to provide security system monitoring services to Plumas County.
- b. Because SCOTT MARTIN, owner of MARTIN SECURITY SYSTEMS, INC., a Nevada corporation, informed the DEPARTMENT OF FACILITY SERVICES & AIRPORTS on January 9, 2023 that his company has entered into a partnership venture with Alan Vaughan, owner of CURRENT ELECTRIC & ALARM, INC., a California corporation, effective January 1, 2023, giving ownership of contractual agreements to CURRENT ELECTRIC & ALARM, INC. outlined in the May 1, 2020 agreement, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. Paragraph 10 is amended to read as follows:

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 time 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 C10 Electrical Contractor, issued by the State of California, No. 815151**, as well as a current and active

license as an **Alarm Company Operator** issued by the **CA Bureau of Security and Investigative Services, No. 5867.**

- b. Paragraph 21 is amended to read as follows:

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

County:

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

Contractor:

Current Electric & Alarm, Inc.
5031 Grizzly Rd.
Portola CA 96122
Attention: Alan Vaughan, CEO/CFO

- c. **Effectiveness of Agreement:** Except as set forth in this Second Amendment of Agreement, all provisions of the Agreement dated May 1, 2020, and Amendment 1, dated May 20, 2020 shall remain unchanged and in full force and effect.
- d. **Ratification:** County's Board of Supervisors hereby Ratifies and Approves for Payment, services provided by Current Electric & Alarm, Inc. from January 1, 2023 to date of approval of this amendment by the Board of Supervisors.

Alan Vaughan, CEO/CFO
Current Electric & Alarm, Inc.

Dwight Ceresola
Chair, Board of Supervisors

Date signed:

Date signed:

Approved as to form:

Attest:



Joshua Brechtel
Deputy County Counsel

1/12/2023

Heidi White
Clerk of the Board



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Facility Services and Folchi Logging and Construction, Inc. for snow plowing services at the Portola Memorial Hall; effective November 1, 2022; not to exceed \$4,000; approved as to Form by County Counsel.

Recommendation

Approve and authorize Board Chair to ratify and sign contract between Facility Services and Folchi Logging and Construction, Inc. for snow plowing services at the Portola Memorial Hall.

Background and Discussion

Folchi Logging and Construction, Inc. provides snow plowing services in the Portola area and they have agreed to enter into a contract with the county for plowing the parking lot at the Portola Memorial Hall.

Action:

Attachments:

1. 23-047 Folchi Construction

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services & Airports** (hereinafter referred to as "County"), and **Folchi Logging and Construction, Inc.**, a CA corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Four Thousand dollars and 00/100 (\$4,000.00)**.
3. Term. The term of this agreement shall be from **November 1, 2022** through **October 31, 2023** unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Folchi Logging and Construction, Inc. from November 1, 2022 to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

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

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

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

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

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

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

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:

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

Contractor:

Folchi Logging & Construction, Inc.
79017 Brae Gate Road
Portola CA 96122
Attention: Anthony Folchi, CEO

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

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

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

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

CONTRACTOR:

Folchi Logging and Construction, Inc., a CA corporation

By: _____
Name: Anthony Folchi
Title: CEO
Date signed:

By: _____
Name: Benjamin Folchi
Title: CFO
Date signed:

COUNTY:

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

By: _____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:



Joshua Brechtel
Deputy County Counsel

1/25/2023

EXHIBIT A

Scope of Work

1. Provide equipment and operator for snow removal from the parking lot at the Portola Memorial Hall, Portola CA.
2. Snow shall be removed from the parking lot at the Portola Memorial Hall as needed when snow accumulation is 4 inches or more.
3. Contractor shall do their best to have snow removed from the parking lot at the Portola Memorial Hall by 6:00 am on weekdays and by 9:00 am on weekends.

EXHIBIT B

Fee Schedule

1. It is understood and agreed between County and Contractor that, typically, snow removal from this property takes about one half-hour (30 minutes) but may take more time in more serious snow accumulation conditions.
2. Therefore, it is agreed that Contractor will bill County at the rate of \$112.50 per half-hour.
3. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
4. Upon completion of any service requested by the County pursuant to this Agreement, Contractor shall provide monthly a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of County's receipt of Contractor's invoice.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Director of Facility Services & Airports to recruit and fill, funded and allocated 1.0 FTE Maintenance Worker I/II position; vacancy due to resignation.

Recommendation

Approve and authorize the Director of Facility Services & Airports to recruit and fill, funded and allocated 1.0 FTE Maintenance Worker I/II position

Background and Discussion

The Maintenance Worker I/II position became available on February 3, 2023 due to a resignation within the Department. The individual stated that he enjoyed working for Facility Services & Airports, but could not continue with the County due to insufficient wages.

Action:

The Director of Facility Services & Airports respectfully requests approval to recruit and fill the vacant Maintenance Worker I/II position.

Attachments:

1. Critical Staffing Questionnaire
2. Org Chart 02-03-2023

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2022/2023

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

Yes

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

It is critical that the Maintenance Worker I/II position is approved and filled in order for Facility Services to keep up with work demands and service requests.

3. How long has this position been vacant?

This position became available on February 3, 2023 due to a resignation within the Department.

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

No.

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

Unknown.

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

If this position is not filled, it will impact the day-to-day operations of the Department (increased workload for current staff, resulting in delayed response time).

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

N/A

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

N/A

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

No

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

No.

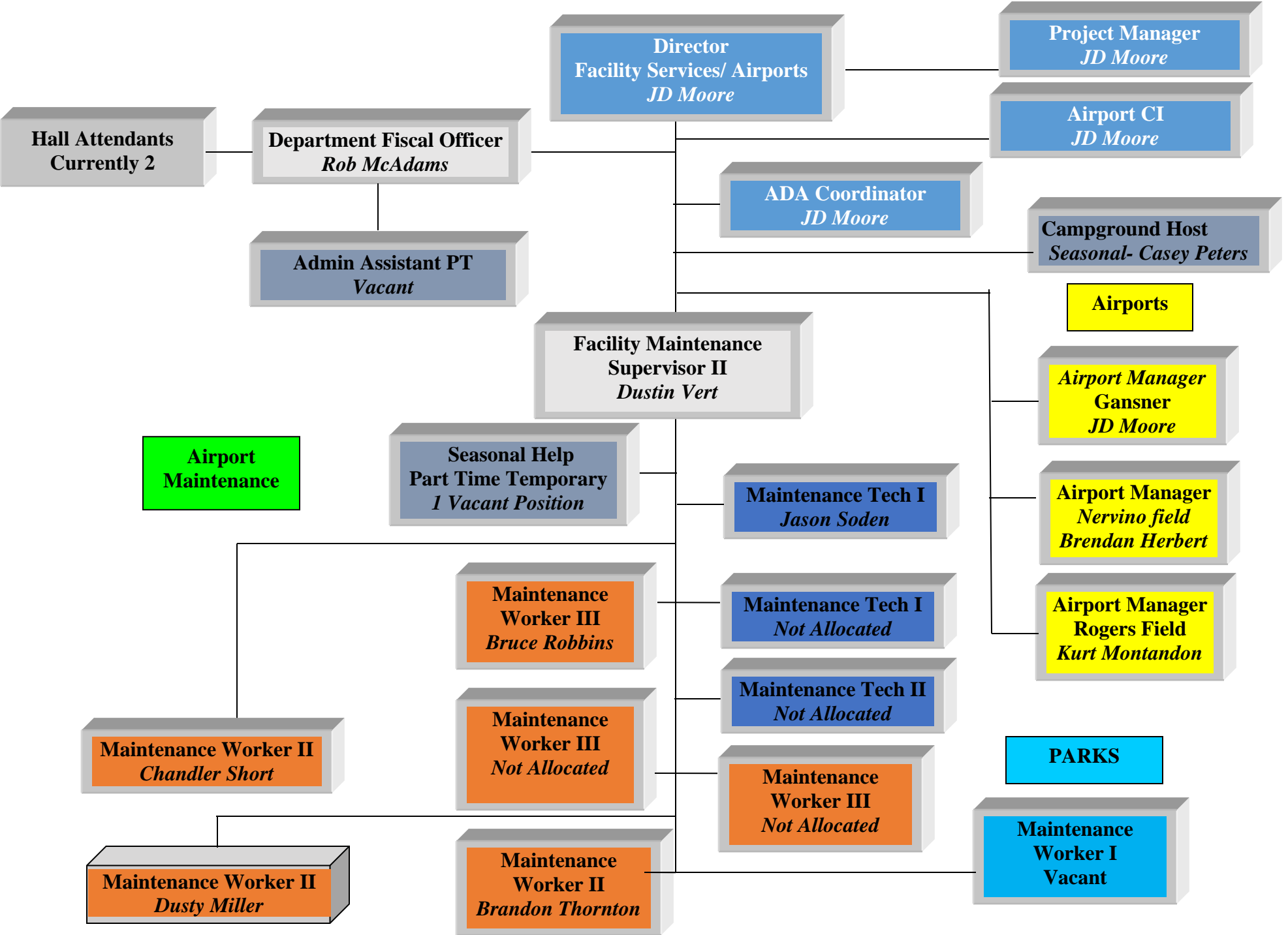
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Filling this position will not impact the general fund, as it is already budgeted for in FY22/23.

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

No, this Department is funded by the general fund.

Department of Facility Services- Organizational Chart
As Of 02/03/2023





**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Amanda Meisenheimer, Sheriff Services Assistant II

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to sign a Memorandum of Understanding between the Plumas County Sheriff's Office and the California Health and Recovery Solutions, P.C., and the California Department of State Hospitals, for Early Access and Stabilization Services; approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign a Memorandum of Understanding between the Plumas County Sheriff's Office and the California Health and Recovery Solutions, P.C., and the California Department of State Hospitals, for the Early Access and Stabilization Services; effective as of the date of the signature of the parties to this MOU; approved as to form by County Counsel.

Background and Discussion

The term is date of signature for a period of 3 years. The purpose of this MOU is for the Early Access and Stabilization Services;

Action:

The Sheriff respectfully requests that the Board of Supervisors authorize the Chair to sign Memorandum of understanding between the Plumas County Sheriff's Office abd the California Health and Recovery Solutions.

Attachments:

1. California Health and Recovery Solutions, P.C.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") by and between the **County of Plumas**, California (the "County"), and **California Health and Recovery Solutions, P.C.**, a California corporation ("CHRS"), and the **California Department of State Hospitals**, a governmental agency of the State of California (the "Agency") entered into effective as of the date of the last signature of the parties to this MOU (the "Effective Date").

RECITALS

WHEREAS, the Agency has entered into an agreement (the "DSH Agreement") with CHRS for the provision of Early Access and Stabilization Services, (the "Services") in correctional facilities located throughout the State of California; and

WHEREAS, the County operates a correctional facility in Plumas County, California (the "Facility"); and

WHEREAS, CHRS and the County wish to enter into this MOU to establish the terms for CHRS's provision of Services at the Facility.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. **Recitals**: The parties hereto acknowledge and agree that the above recitals are true and correct and are hereby incorporated by this reference.
2. **Term**: The term of this MOU shall commence on the Effective Date and continue in full force and effect for a period of three (3) years, and shall be coterminous with the DSH Agreement. As such, this MOU shall automatically renew for two (2) additional three (3) year terms, unless CHRS delivers written notice to the County that the DSH Agreement has terminated.
3. **Termination**:
 - a. This MOU shall terminate immediately upon the termination of the DSH Agreement. CHRS shall promptly provide written notice of any such termination.
 - b. Any party may terminate this MOU for their convenience and without cause by giving thirty (30) days' advance written notice to the other parties hereto.
 - c. It is understood and agreed that this MOU shall be subject to annual appropriations by DSH. If future funds are not appropriated for this MOU, and upon exhaustion of existing funding, CHRS may terminate this Agreement without penalty or liability by providing fourteen (14) days' advance written notice to the County. In exchange for the Corrections Services, CHRS shall make monthly payments in the amount of Sixteen Thousand, Six Hundred and Sixty -Six dollars and Sixty Seven Cents (\$ 16,666.67) to the County.
4. **Party Responsibilities**: The County shall provide the Sheriff Office services (the "Corrections Services") needed to facilitate the provision of Services at the Facility, including transport of inmates to mental health appointments.

5. **Invoicing:** The County shall submit invoices to CHRS monthly in arrears. CHRS shall pay such invoices in full within ninety (90) days of its receipt of each such invoice. Invoices and all payment inquiries should be directed to:
- California Health and Recovery Solutions
Attn: Accounts Payable
3340 Perimeter Hill Drive
Nashville, TN 37211
accountspayable@wellpath.us
6. **Confidentiality:** All parties shall comply with all applicable federal and state laws governing the privacy and security of protected health information. The parties to this MOU will ensure there will be no exchange of patient information without specific written authorization by the patient or their legal representative, or unless required by state or federal law. Any exchange of patient information for the purposes of arranging or coordinating services will be conducted in a confidential environment such that the identity of the patient is protected.
7. **Governing Law:** This MOU and the rights and duties of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of California.
8. **Assignment:** The MOU may not be assigned by any Party except with the prior written consent of the other Parties, which shall not unreasonably be withheld. Any assignment by a Party without the other Parties' prior written consent shall be null and void and without force and effect.
9. **Insurance.** CHRS shall, at all times during the Term of this Agreement, maintain minimum insurance coverage. Should CHRS elect not to carry insurance, CHRS agrees to assume any and all liability for and shall fully indemnify, defend, and hold the County harmless from any and all claims or actions, adverse judgments, or settlements arising out of or relating to CHRS's performance under this MOU and the DSH Agreement. Notwithstanding the foregoing, CHRS may elect not to carry insurance, provided, however, that such insurance coverage or lack thereof shall not limit CHRS's liability under this Agreement.
10. **Notice:** Whenever any notice, demand or consent is required or permitted under this MOU, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested, hand delivery, reputable overnight carrier (e.g. Fed Ex, UPS), or via email to the address set forth for each party below.
11. **Modification:** No modification of any of the provisions of this MOU shall be binding unless in writing and signed by all parties to this MOU.
12. **Headings/Number, Gender:** The headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural.
13. **Severability:** If any provision of this MOU is deemed to be invalid or unenforceable, the remainder of this MOU shall be valid and enforceable as though the invalid or unenforceable parts had not been included herein.

14. **Counterparts:** This MOU may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.
15. **Entire Agreement:** This MOU, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this MOU will be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this MOU having read, understood, and agreed to all the terms, conditions, obligations, rights, covenants, representations, and warranties herein and intending to be bound as of the Effective Date.

PLUMAS COUNTY

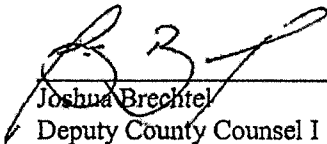
COUNTY:

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

By: _____
Name:
Title: Chair, Board of Supervisor
Date signed:

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

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

CALIFORNIA HEALTH AND RECOVERY SOLUTIONS

Address for Notice:

By: _____
Name: Dr. Dean Rieger
Title: President
Date: _____

Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211

**MEMORANDUM OF UNDERSTANDING BETWEEN
PLUMAS COUNTY AND THE DEPARTMENT OF STATE HOSPITALS**

The federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires a Memorandum of Understanding (MOU) between governmental entities with respect to the receipt, access, use and disclosure of protected health information (PHI) as defined in 45 C.F.R. § 160.103. The Plumas County and the Department of State Hospitals (DSH) intend this Agreement to act as the MOU pursuant to 45 C.F.R. § 164.504(e)(3)(i)(A), which will serve as the basis for handling and safeguarding health information provided by County to DSH in the course of receiving services set forth in Early Access & Stabilization Services Contract with Wellpath. This Agreement further sets forth the obligations of DSH to access, use, and disclose PHI.

"Covered entity", "business associate" and "PHI" shall have the same meaning as defined in 45 C.F.R. § 160.103. "Hybrid entity" shall have the same meaning as defined in 45 C.F.R. § 164.103. "Covered component" shall have the same meaning as "health care component" as defined in 45 C.F.R. § 164.103. "Security incident" shall have the same meaning as defined in 45 C.F.R. § 164.304. "Breach" shall have the same meaning as defined in 45 C.F.R. § 164.402.

County and DSH agree to the following:

DSH is responsible for protecting the confidentiality of PHI and shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits consistent with federal laws and standards, the Statewide Information Management Manual (SIMM), and the State Administrative Manual Chapter 5300 (SAM). In furtherance of this responsibility, DSH will ensure that its workforce complies with all applicable state and federal requirements, as well as the restrictions and conditions set forth in this Agreement.

DSH shall ensure in a written agreement that any agent, contractor, or subcontractor to whom it provides County provided PHI, agrees to implement reasonable and appropriate safeguards to protect data consistent with federal and state laws, including but not limited to, the Information Practices Act and HIPAA. This Agreement shall satisfy this requirement between County and DSH.

Upon County's knowledge of a material breach or violation of this MOU by DSH, County shall provide an opportunity for DSH to cure the breach or end the violation and terminate the agreement if DSH does not cure the breach or end the violation within the time specified by Contractor and agreed to by DSH.

DSH shall use any necessary administrative, technical and physical safeguards to protect the confidentiality, integrity, and availability of data transmitted or accessed from source systems. DSH shall comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use and disclosure not permitted or required by this Agreement, the Early Access & Stabilization Services Contract with Wellpath, or as required by law.

DSH shall immediately report in writing to the County contacts below, any security incident or breach of which it becomes aware. DSH shall also immediately notify County in writing of any use or disclosure of PHI inconsistent with this Agreement of which it becomes aware:

County Privacy/Compliance Officer	County Information Security Officer
Steve Clark Jail Commander 1400 E Main St Quincy Ca, 95971 sclark@pcso.net 530-394-7822	Tanner Hermann Correctional Sergeant 1400 E Main St Quincy Ca, 95971 twhermann@pcso.net 530-283-6267
DSH Chief Privacy Officer	DSH Chief Information Security Officer
Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: DSHSacLegalPrivacy@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

DSH shall not further disclose PHI unless required or permitted by law including, but not limited to, activities permitted under 45 C.F.R. § 164.504(e) for its proper management and administration and to carry out its legal obligations.

DSH shall not use software to identify patterns in large batches of data for any purpose not specified in the agreement or permitted under this MOU. Permitted activities include those activities permitted under 45 C.F.R. § 164.504(e) for its proper management and administration and to carry out its legal obligations.

DSH shall make available PHI to patients when requested in accordance with 45 C.F.R. § 164.524. DSH shall make available PHI for amendment and incorporate amendment in accordance with 45 C.F.R. § 164.526. DSH shall also make available to County upon request, the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

With respect to PHI, DSH agrees to use and disclose PHI only as outlined in this Agreement, the Early Access & Stabilization Services Contract with Wellpath, or as

otherwise permitted or required by law.

When an obligation under this Agreement requires DSH to carry out County's obligation under Subpart E of 45 C.F.R. Part 164, DSH shall comply with the requirements of Subpart E that apply to County in performance of its obligations to County.

DSH shall make their practices, personnel, books, records, and policies regarding the use and disclosure of PHI available to the Secretary of the federal Health and Human Services when requested to determine the compliance of the covered entity Department.

DSH shall ensure in a written agreement that contractors, consultants, and subcontractors that create, receive, store, or transmit PHI on behalf of County agree to the same restrictions, requirements, conditions that apply to County with respect to PHI.


Upon termination of this Agreement, DSH shall return or destroy the PHI provided consistent with this Agreement. If the PHI cannot be returned or destroyed, DSH shall continue to safeguard the information and limit further uses or disclosure that make return or destruction infeasible. If circumstances change and, as a result, the PHI cannot be returned or destroyed consistent with this Agreement, DSH must inform the County within ten (10) days of an alternative method with description of PHI protections.

County Contract Manager	DSH Contract Manager
Steve Clark Jail Commander 1400 E Main St Quincy Ca, 95971 sclark@pcso.net 530-394-7822	Tracy M. Weyer, Psy.D. Assistant Chief Psychologist Early Access and Stabilization Services (EASS) Community Forensic Partnerships Division Department of State Hospitals 1215 O Street, MS-9 Sacramento, CA 95814 Cell: (916) 539-7609 Email: tracy.weyer@dsh.ca.gov

Date:
Tracy M. Weyer, Psy.D., Department of State Hospitals, Assistant Chief Psychologist

Date:
Todd Johns, Plumas County, Sheriff/Coroner

Approved as to form:



Joshua Brechtel
Deputy County Counsel I



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Amanda Meisenheimer, Sheriff Services Assistant II

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to sign an agreement between the Pluams County Sheriff's Office and Kassbohrer All Terrain Vehicles, Inc., to provide maintenance, service and repair to the Sheriffs department snow cat; not to exceed \$20,000.00; approved as to form by County Counsel.

Recommendation

Approve and sign contract #PCSO00035 between the Pluams County Sheriff's Office and Kassbohrer All Terrain Vehicles, Inc, in the amount of \$20,000.00 Agreement has been approved as to form County Counsel

Background and Discussion

The term of this contract is 02/15/2023-02/14/2024. The purpose of this agreement with Kassbohrer All Terrain Vehicles is to provide service to the Sheriff's snowcat.

Action:

Attachments:

1. Kassbohrer All Terrain Vehicles, Inc.

Services Agreement

This Agreement is made this 15th day of February 2023, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Kassbohrer All Terrain Vehicles, Inc. a Maine corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and No/100 (\$20,000.00).
3. Term. The term of this agreement shall be from February 15, 2023 through February 14, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

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

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

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

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

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

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

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

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

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

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Amanda Meisenheimer

Contractor:

Kassbohrer All Terrain Vehicles, Inc.
8850 Double Diamond Parkway
Reno, NV 89521
Attention: Brian Pomerleau, Chief Financial Officer

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

CONTRACTOR:

Kassbohrer All Terrain Vehicles, Inc.,
a Maine corporation

By: _____
Name: Brian Pomerleau
Title: Chief Financial Officer
Date:

By: _____
Name: Stefan Spindler
Title: Chief Executive Officer
Date:

COUNTY:

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

By: _____
Name: Todd Johns
Title: Sheriff-Coroner
Date signed:

By: _____
Dwight Ceresola
Board of Supervisors
Date signed: _____

Attest:

By: _____
Heidi White
Clerk of the Board of Supervisors
Date:

Approved as to form:

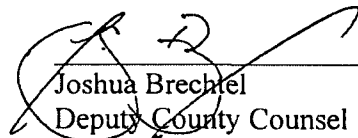
 _____ 1/13/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

1. Provide general equipment repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Lube, oil and filter changes (LOF).
 - b. Vehicle inspection.
 - c. Engine repair and replacement.
 - d. Drivetrain repair and replacement.
 - e. Diagnostics, including driveability and mechanical repairs.
 - f. Electrical/wiring repairs.
2. All Work shall be provided in accordance with industry standards for high-quality services and repairs. Prior to any service or repair work being performed, a repair order shall be submitted for approval and signed by the appropriate authority. All costs which may exceed the estimated amounts shall be submitted for approval prior to continuing work.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$145.00 per hour.
2. Parts as quoted.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



**PLUMAS COUNTY
PLUMAS COUNTY OFFICE OF EDUCATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rachel Brothers, Early Childhood Coordinator
MEETING DATE: February 7, 2023
SUBJECT: Approve and authorize the Chair to sign Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2023.

Recommendation

Approve and authorize the Chair to sign Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2023.

Background and Discussion

Calif. Welf. And Inst. Code § 10485 seq requires that the County Board of Supervisors and the County Superintendent of Schools appoint members to the Local Planning Council. Locally, the Council is known as the Plumas Early Education and Child Care Council. The County Superintendent of Schools is responsible for appointing half of the membership, and the County Board of Supervisors appoints the other half. Annually, membership certification needs to be sent to the California Department of Education, signed by both joint authorities.

Action:

Attached is the current list of council members recommended for continued membership by our council at our December 2021 meeting. CSS indicates the member was originally appointed by the County Superintendent of Schools and CBS indicates the member was appointed by the County Board of Supervisors. These designations will continue along with the membership renewals. Plumas Early Education & Child Care Council respectfully request that the Board to approve and authorize the Chair to sign Certification of Plumas Early Education & Child Care Council (Local Planning Council) annual membership appointment for 2023. Thank you for your time and attention to this matter.

Attachments:

1. Plumas Early Education and Child Care Council-annual membership appointment

PLUMAS EARLY EDUCATION AND CHILD CARE COUNCIL
50 CHURCH ST., QUINCY CA 95971 – 530-430-7050

TO: Honorable Plumas County Board of Supervisors
FROM: Rachael Brothers, Council Coordinator
DATE: January 17, 2023
RE: Certification of Council Membership

Background

Calif. Welf. And Inst. Code § 10485 seq requires that the County Board of Supervisors and the County Superintendent of Schools appoint members to the Local Planning Council. Locally the Council is known as the Plumas Early Education and Child Care Council. The County Superintendent of Schools is responsible for appointing half of the membership, and the County Board of Supervisor's appoints the other half. Annually membership certification needs to be sent to the California Department of Education, signed by both joint authorities.

Current Recommendation/Requested Action

Attached is the current list of council members recommended for continued membership by our council at our December 2021 meeting. CSS indicates the member was originally appointed by the County Superintendent of Schools and CBS indicates the member was appointed by the County Board of Supervisors. These designations will continue along with the membership renewals. Please sign where indicated and return the form to me at your earliest convenience. Thank you for your time and attention to this matter.

Sincerely,



Rachael Brothers

California Health & Human Services Agency

California Department of Social Services

CERTIFICATION STATEMENT REGARDING COMPOSITION OF LPC MEMBERSHIP

Due Annually on March 15

Return to: lpc@dss.ca.gov

COUNTY NAME Plumas	
COUNTY LPC COORDINATOR Rachael Brothers	COORDINATOR EMAIL rbrothers@pcoe.k12.ca.us

Membership Categories:

20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)

NAME OF REPRESENTATIVE Lucie Kreth (CBS)	
ADDRESS PO Box 2371 Portola, CA 96122	PHONE NUMBER (530) 836-0807
APPOINTMENT DATE 1/1/22	APPOINTMENT DURATION 12/31/2023
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
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NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

20% Child Care Providers (Defined as a person who provides child care services or represents persons who provide child care services.)

NAME OF REPRESENTATIVE Debbie Guy- Plumas Rural Services R&R (CBS)	
ADDRESS 711 E. Main Street Quincy, CA 95971	PHONE NUMBER (530) 283-4453
APPOINTMENT DATE 1/1/22	APPOINTMENT DURATION 12/31/2023
NAME OF REPRESENTATIVE Maria Altamirano- Sierra Cascade Family Opportunities (CSS)	
ADDRESS 424 N. Mill Creek Rd. Quincy, CA 95971	PHONE NUMBER (530) 257-1206
APPOINTMENT DATE 1/1/22	APPOINTMENT DURATION 12/31/2023
NAME OF REPRESENTATIVE Kinderlin Houznor - Feather River College CDC (CSS)	
ADDRESS 570 Golden Eagle Avenue Quincy, CA 95971	PHONE NUMBER (530) 282-0521
APPOINTMENT DATE 1/1/22	APPOINTMENT DURATION 12/31/2023
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
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APPOINTMENT DATE	APPOINTMENT DURATION
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ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)

NAME OF REPRESENTATIVE Dorrie Philbeck- Plumas County Health Department (CBS)	
ADDRESS 270 County Hospital Rd. Quincy, CA 95971	PHONE NUMBER (530) 283-6630
APPOINTMENT DATE 01/01/2022	APPOINTMENT DURATION 12/30/2023
NAME OF REPRESENTATIVE Melissa Groh- Plumas Unified School District (CSS)	
ADDRESS 175 N. Mill Creek Rd. Quincy, CA 95971	PHONE NUMBER (530) 283-6550
APPOINTMENT DATE 10/01/2021	APPOINTMENT DURATION 9/30/2023
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
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NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

NAME OF REPRESENTATIVE Elisabeth Welch, Plumas Rural Services (CBS)	
ADDRESS 711 E. Main St. Quincy, CA 95971	PHONE NUMBER (530) 283-4453
APPOINTMENT DATE 1/1/22	APPOINTMENT DURATION 12/30/2023
NAME OF REPRESENTATIVE Merle Rusky, Feather River College ECE (CBS)	
ADDRESS 570 Golden Eagle Ave., Quincy, CA 95971	PHONE NUMBER (530) 283-0202
APPOINTMENT DATE 1/1/22	APPOINTMENT DURATION 12/30/2023
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
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APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

NAME OF REPRESENTATIVE Pamela Becwar, First 5 Plumas (CSS)	
ADDRESS 270 County Hospital Rd. Quincy, CA 95971	PHONE NUMBER (503) 924-9140
APPOINTMENT DATE 12/09/2022	APPOINTMENT DURATION 12/08/2024
NAME OF REPRESENTATIVE Erica Bryant (CSS)	
ADDRESS 270 County Hospital Rd. Quincy, CA 95971	PHONE NUMBER (530) 283-7195
APPOINTMENT DATE 1/1/22	APPOINTMENT DURATION 12/30/2023
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
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ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of 01-05-2023, the above identified individuals meet the council representation categories as mandated in AB 131 (Chapter 116, Statutes 2021; Welfare and Institutions Code Section 260). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative – County Board of Supervisors

SIGNATURE	DATE	PHONE NUMBER

Authorized Representative – County Superintendent of Schools

SIGNATURE	DATE	PHONE NUMBER
<small>DocuSigned by</small> Bill Roderick	1/5/2023	530-283-6500

Local Child Care Planning Council Chairperson

SIGNATURE	DATE	PHONE NUMBER
<small>DocuSigned by</small> Elisabeth Welch	1/5/2023	530-283-6170



**PLUMAS COUNTY
PLUMAS COUNTY OFFICE OF EDUCATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rachel Brothers, Early Childhood Coordinator
MEETING DATE: February 7, 2023
SUBJECT: Approve and authorize the Chair to sign the amended by-laws dated 11-10-2022 of the Plumas Early Education & Child Care Council, as submitted.

Recommendation

Approve and authorize the Chair to sign the amended by-laws dated 11-10-2022 of the Plumas Early Education & Child Care Council, as submitted.

Background and Discussion

Calif. Welf. And Inst. Code§ 10485 seq. requires that the Plumas Board of Supervisors- as a joint authority of Local Child Care Planning Council (LPC), locally known as the Plumas Early Education and Child Care Council, to approve any amendments to the by-laws of this council. The proposed amended by laws have been approved by the Council in an open meeting with a quorum of membership at the 11-20-22 Regular meeting. Please not there was only one change to the bylaws, replacing Education Code, Sections 8499.3 and 8499.4 in Article II of Calif. Welf. And Inst. Code§ 10485 seq. This change recently took place when the majority of child care contracts were moved from the California Department of Education to the California Department of Social Services. The amendment to the by laws reflects the change in that authority.

Action:

Plumas Early Education & Child Care Council respectfully request that the Board of Supervisors approve and authorize the Chair to sign the amended by-laws dated 11-10-2022 of the Plumas Early Education & Child Care Council, as submitted.

Attachments:

1. Plumas Early Education and Child Care Council -amended by-laws dated 11-10-2022.

PLUMAS EARLY EDUCATION AND CHILD CARE COUNCIL
50 Church St. Quincy, CA 95971– 530-430-7050

TO: The Honorable Plumas County Board of Supervisors
FROM: Rachael Brothers, Council Coordinator
DATE: January 17, 2023
RE: Approval of amended LPC by-laws

Background and Discussion

Calif. Welf. And Inst. Code § 10485 seq. requires that the Plumas Board of Supervisors- as a joint authority of Local Child Care Planning Council (LPC), locally known as the Plumas Early Education and Child Care Council, to approve any amendments to the by-laws of this council. The proposed amended by laws have been approved by the Council in an open meeting with a quorum of membership at the 11-20-22 Regular meeting. Please note there was only one change to the bylaws, replacing Education Code, Sections 8499.3 and 8499.4 in Article II to Calif. Welf. And Inst. Code § 10485 seq. This change took place recently took place when the majority of child care contracts were moved from the California Department of Education to the California Department of Social Services. The amendment to the by laws reflects the change in that authority.

Recommendation

Approval of amended by-laws of the Plumas Early Education and Child Care Council dated 11-10-2022.

The amended by-law have been signed by the Council Chair and the Superintendent of Schools, William Roderick, and is attached to this memo. Please sign where indicated and return the form to me at your earliest convenience. Thank you for your time and attention to this matter.

Sincerely,



Rachael Brothers

PLUMAS EARLY EDUCATION & CHILD CARE COUNCIL

BYLAWS

Article I Name

The Council shall be designated the Plumas Early Education & Child Care Council, hereafter referred to as the "Council."

Article II Authority

The Council was formed by the Plumas County Board of Education and the Plumas County Board of Supervisors in accordance with state law. (Cal. Welf. and Inst. Code § 10485 et seq.)

Article III Statement of Purpose

The purpose of the Council is to:

- Assess Plumas County child care needs and develop plans to address those needs.
- Establish and periodically update local priorities for the distribution of federal, state, and local child care and development funds in Plumas County.
- Develop and maintain a comprehensive, countywide child care plan that includes all children in accordance with state guidelines
- Review, evaluate, and comment on federal, state, and local proposals related to child care.
- Seek and advocate for funding of child care services and programs.
- Maximize child care and development resources through coordination and collaboration with other groups and organizations.
- Promote public awareness of child care issues.
- Advise the Board of Supervisors and the County Superintendent of Schools on issues affecting child care and development throughout the county.
- Promote and enhance child care and development services through public education, provider education, and provision of support services.

Article IV Membership

A. Composition

The County Board of Supervisors and the Superintendent of Schools shall each appoint one-half the members in each category of the Council. In the case of an uneven membership, both appointing entities shall agree on the odd-numbered appointee. Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, geographic distribution of the population of the county. The Council shall be comprised of a maximum of 20 members, with the following composition (categories) as defined by law:

- 20% Consumers: parents or persons who receive or who have received child care services.
- 20% Child Care Providers: persons who provide child care services or represent persons who provide child care services, reflective of the range of child care providers in the county.
- 20% Public Agency Representatives: persons who represent a city, county, city and county or local education agency (school district, direct-funded charter school, or county office of education).
- 20% Community Representatives: persons who shall not be child care providers or agencies that contract with the California Department of Education to provide child care and development services.
- The remaining 20% are to be appointed at the discretion of the appointing agencies.

B. Term

Council members are asked to serve for at least two years. Terms of appointment are subject to reappointment at the request of the Council and with the approval of the County Board of Supervisors and the County Superintendent of Schools. Members and alternates may serve more than two consecutive terms.

C. Resignation

Any member may resign by giving written notice to the Council. The County Board of Supervisors and the County Superintendent of Schools will be updated on the changes(s) to the membership roster.

D. Vacancies

The Council chairperson shall notify Council and the office of the Clerk of the Board of Supervisors when a position becomes vacant. Council members will solicit and/or review nominations received and make recommendations to the County Superintendent of Schools and the County Board of Supervisors for appointments. General membership appointments will be made as terms expire.

and to fill vacated positions. On an annual basis, Council members will solicit and/or review nominations received and make recommendations to the County Board of Supervisors and County Superintendent of Schools for appointments of new members and alternates to fill vacancies. A list of persons interested in being nominated to the Council shall be kept as a pool for future appointments.

E. Attendance

Members are expected to attend all meetings of the Council. A member who is unable to attend a regularly scheduled meeting may send a designated alternate after notifying the Chair or Coordinator. The designated "alternate" must meet the same membership and category representation requirements as the primary Council member. Any member who fails without sufficient excuse to be in attendance (or send an alternate) to three (3) regular meetings within one (1) fiscal year may have their continued membership voted on by the council. If the Council votes to remove a member, the Council's recommendation shall be sent to the appointing authority, the County Board of Supervisors or the County Superintendent of Schools to determine if they choose to remove the appointed member.

Article V Structure

A. Officers

A Council Chairperson will be elected from within the membership of the council every two years by Council members or when a vacancy of the position occurs. The Chairperson must have a minimum of two years active participation in the Council preceding election to the chair. The Chairperson shall serve a term of two years and may serve consecutive terms. The Chairperson shall preside over all regular meetings and may call special meetings, if necessary. Other possible responsibilities include annual reports to the Board of Supervisors, representing the Council at public functions.

A Council Vice-Chairperson will be elected every two years by Council members or when a vacancy of the position occurs. The Council Vice-Chairperson shall serve a term of two years and may serve consecutive terms. The Council Vice-Chairperson shall assume the responsibilities of the Chairperson in her/his absence and any duties assigned by the Chairperson.

B. Membership of Subcommittees

The Council shall determine such subcommittees, standing and ad hoc, as are necessary to carry out the work of the LPC.

The Chairperson shall appoint the members of all subcommittees with ratification by the Council. Subcommittees shall consist of at least two members. The Chairperson shall have the authority to reassign subcommittee members as necessary.

C. Meetings

Regular meetings shall be convened a minimum of six (6) times annually. Meeting dates, location and time will be established at the beginning of each fiscal year and may be changed as needed. Notice of meetings shall be sent at least 72 hours prior to the meeting date. Meeting agendas will also be posted at the County Courthouse and County Office of Education and on the Plumas Children website (www.plumaschildren.org) at least 72 hours prior to the meeting date, in accordance with the Ralph M. Brown Act (Government Code § 54950).

Special meetings may be called by the Council Chairperson at any time. Each member of the Council shall be given a minimum of twenty-four (24) hour notice of such meetings in compliance with the Ralph M. Brown Act (Government Code § 54950).

D. Quorum

A majority of members currently appointed shall constitute a quorum. A majority of the quorum in attendance shall be required to carry any motion or approval. Council alternates may be designated to act in order to achieve a quorum.

E. Public Access

All meetings of the Council shall be open and accessible to the general public in accordance with the Ralph M. Brown Act (Government Code § 54950).

F. Voting

Each member of the Council, including the Chairperson, shall have one vote. For official business, a majority vote of the quorum is needed to pass a motion. In the absence of a member, an alternate in his or her membership category shall vote.

G. Conflict of Interest

A member shall not participate in a vote on an issue in which she/he has a proprietary interest in the outcome of the matter, case, or issue being considered or voted upon by the Council. Any Council member(s) and/or representative(s) selected by the members shall also abstain from voting if they are affiliated in any way with an agency that will benefit from the results of a motion or take action on an item.

H. Parliamentary Authority

All proceedings of the Council and the committees shall be conducted according to the rules contained in the most recent edition of Robert's Rules of Order when these do not conflict with these by-laws.

I. Documentation

Records shall be kept in the form of minutes of all actions and results of voted issues.

- J. Administrative
Council members are required to attend meetings that include training on the Brown Act, How to Facilitate a Meeting, Conflicts of Interest and How to Be a Council Member. Refer to the Council Training Plan for details or to request other training.
- K. Compensation and Expenses
Members of the Council shall serve without compensation. In accordance with California Department of Education guidelines, members may be reimbursed at State-determined rates for appropriate meeting, workshop and conference expenses in California, incurred in performing their duties as a member of the Council.

Article VI Amendment of By-Laws

These by-laws may be amended or repealed and new by-laws adopted by the vote of a majority of the members of the Council at any regular or special meeting, subject to the approval of the County Board of Supervisors and County Superintendent of Schools. Written notice of any proposed amendments must be sent to Council members at least ten (10) days prior to the meeting at which the proposed amendment(s) will be voted upon.

Adopted April 8, 1998
Amended February 22, 2010
Reviewed Oct. 9, 2014
Amended May 14, 2020
Amended November 10, 2022

Council Chairperson	<div>DocuSigned by: <i>Elisabeth Welch</i> 755B262EB0554E5</div>	Date <u>1/5/2023</u>
Plumas County Board of Supervisors	<div>DocuSigned by:</div>	Date _____
Plumas County Office of Education	<div><i>Bill Rodenick</i> D44E6DCBE6E3497</div>	Date <u>1/5/2023</u>



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sharon Sousa, Acting Behavioral Health Director

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Board Chair to sign an Agreement between Plumas County Behavioral Health and Community Medical Specialists, Inc. dba Community Behavioral Health; to provide 2- full-time telehealth therapists and psychiatry services; from 2/1/23- 1/31/2025 ; not to exceed \$704,000.00; approved to form by County Counsel

Recommendation

Approve and authorize the Board Chair to sign an Agreement between Plumas County Behavioral Health and Community Medical Specialists to provide 2- full-time telehealth therapists and psychiatry services. The terms of this Agreement is from 2/1/23- 1/31/2025 ; not to exceed \$704,000; approved to form by County Counsel

Background and Discussion

Action:

Respectfully request the Board of Supervisors authorize the Chair to sign the Agreement between Plumas County Behavioral Health and Community Medical Specialists for telehealth therapists and psychiatry services.

Attachments:

1. Community Medical Specialists

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Community Medical Specialists Inc., DBA Community Behavioral Health (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 \$704,000.00 per fiscal year. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences February 1, 2023, and shall remain in effect through January 31, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Community Medical Specialists Inc., DBA Community Behavioral Health from February 1, 2023, 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.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. 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.
8. 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.
9. 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.

10. 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
 - 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.

11. 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.
12. 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.

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

County:

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

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

PCBH2326COMMUNITY MEDICAL SPECIALISTS

Contractor:

Ornella Addonizio MD
Community Medical Specialists Inc.
457 Knollcrest Drive
Redding, CA 96002

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

COUNTY INITIALS

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CONTRACTOR INITIALS

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- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, 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.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Community Medical Specialists Inc.
DBA Community Behavioral Health

By: _____

Name: Ornella Addonizio M.D.

Title: CEO/CFO/Secretary

Date signed:

COUNTY:

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

By: _____

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

APPROVED AS TO CONTENT:

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

Name: Heidi White

Title: Clerk, Board of Supervisors

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

1/9/2023

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Asana Integrated Medical Group, a California Professional Medical Corporation, referred to herein as Business Associate ("BA"), dated February 1, 2023

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

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

Name: Sharon Sousa LMFT
Title: Behavioral Health Interim Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Ornella Addonizio M.D.
Title: Chief Executive Officer
Address: 457 Knollcrest Drive
Redding, CA 96002
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Tele-Therapy

Community Medical Specialists (CMS) will provide 1 day a week, 8 hours a day, Tele-Therapy services for Plumas County Behavioral Health (PCBH). Services will be provided 5 days a week with 2 full-time Therapists. At the end of the day, the therapist(s) will have a 1-hour block for documentation. Every 4 hours of service will result in additional 30 minutes of billable time for bridged care. CMS agrees to provide QAP reviews and QI reports, once we have received sufficient training. The time allotted will be built into the schedule. Note completion will have a 72-hour turnaround time, Monday-Friday. PCBH is responsible for all scheduling.

Scope of Services Tele-Psychiatry

Community Medical Specialists (CMS) will provide 1 day a week, 8 hours a day, Tele-Psychiatry Medication Management services for Plumas County Behavioral Health (PCBH). The point of contact will be Savannah Saephan for daily needs. Face-to-face services will be provided by CMS within 14 business days of request once a month with. At the end of the day, the provider(s) will have a 1-hour block for documentation. Every 4 hours of service will result in additional 30 minutes of billable time for bridged care. JV-220s and note completion will have a 72-hour turnaround time, Monday-Friday. PCBH is responsible for all scheduling.

EXHIBIT B - FEE SCHEDULE

COUNTY agrees to pay CONTRACTOR the following fiscal years 2022/23-2024/2025 rates:

Rate for Tele-Therapy Services

LMFT/LCSW: \$135/hr.

Rate for Tele-Psychiatry Services

Medication Management

PA/NP: \$220/hr.

MD/DO: \$260/hr.

Plumas County Behavioral Health agrees to reimburse provider for overnight lodging for scheduled once a month Psychiatric Services. Lodging will also be permitted when Behavioral Health requests a face-to-face consultation from Contractor. Accommodations to be made within the town of Quincy and will be the responsibility of the contractor to find lodging. County will reimburse contractor up to \$200.00 allowance for one night stay not to exceed \$ 2,400.00 per fiscal year.

Behavioral Health will reimburse hourly rate drive time over a two-day period to and from Redding, CA

Payments by COUNTY shall be bi-monthly in arrears, for services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices. Include backup documentation to support the invoice.

INVOICING AND PAYMENT:

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

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY

PCBH2326COMMUNITY MEDICAL SPECIALISTS

BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES
OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sharon Sousa, Acting Behavioral Health Director
MEETING DATE: February 7, 2023
SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, to provide inpatient and outpatient mental health services; effective July 1, 2022; not to exceed \$160,000.00; approved to form by County Counsel.

Recommendation

Approve and authorize the Board Chair to sign and ratify an agreement with Heritage Oaks Hospital for inpatient and outpatient acute, psychiatric, and co-occurring mental health and substance abuse treatment services; effective 7/1/22-6/30/2024; not to exceed \$160,000.00; approved to form by County Counsel.

Background and Discussion

Approve and authorize the Board Chair to sign and ratify an agreement with Heritage Oaks Hospital for inpatient and outpatient acute, psychiatric, and co-occurring mental health and substance abuse treatment services; effective 7/1/22-6/30/2024; not to exceed \$160,000.00; approved to form by County Counsel.

Action:

It is respectfully requested the Board of Supervisors approve and authorize the Board Chair to sign and ratify the Agreement with Heritage Oaks, not to exceed \$160,000.00

Attachments:

1. 2.H.2.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and BHC Heritage Oaks Hospital, Inc (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 \$160,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2022 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by BHC Heritage Oaks Hospital, Inc., from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. 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.
8. 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.
9. 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.

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

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

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

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

- 11. 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.
- 12. 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.
- 13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
- 14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
- 15. Choice of Law. The laws of the State of California shall govern this agreement.

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

County:

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

Contractor:
Mike Zauner
Chief Executive Officer
4250 Auburn Boulevard
Sacramento, CA 95841

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The

bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, 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.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

PCBH2224HERITAGEOAKS

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

CONTRACTOR:

BHC Heritage Hospital, Inc.

By: _____

Name: Mike Zauner

Title: Chief Executive Officer

Date signed:

CONTRACTOR:

By: _____

Name: Allison Roebuck

Title: Chief Financial Officer

Date signed:

COUNTY:

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

By: _____

Name: Sharon Sousa LCSW

Title: Behavioral Health Interim Director

Date signed:

APPROVED AS TO CONTENT:

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

Name: Heidi White

Title: Clerk, Board of Supervisors

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

1/10/2023

COUNTY INITIALS

CONTRACTOR INITIALS _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and BHC Heritage Oaks Hospital, Inc., referred to herein as Business Associate ("BA"), dated July 1, 2022.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

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

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

PCBH2224HERITAGEOAKS

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

COVERED ENTITY

Name: Sharon Sousa, LCSW

Title: Behavioral Health Interim Director

Address: 270 County Hospital Road, Suite 109

Quincy, California 95971

Signed: _____

Date: _____

BUSINESS ASSOCIATE

Name: Mike Zauner

Title: Chief Executive Officer

Address: 4250 Auburn Blvd

Sacramento, CA 95841

Signed: _____

Date: _____

EXHIBIT A - SCOPE OF WORK

Programs & Services

Heritage Oaks Hospital is an acute psychiatric hospital for mental health services, providing inpatient and outpatient acute psychiatric and co-occurring mental health and substance abuse (Dual Diagnosis) treatment services to adolescents, adults and senior adults.

Inpatient Services

The goal of inpatient programs is to effectively treat teens, adults and senior adult suffering from acute psychiatric and /or addiction issues.

The acute inpatient program will provide an initial assessment, diagnosis and rapid stabilization of acute psychiatric and co-occurring disorders followed by a smooth transition to less intensive, appropriate levels of follow-up care and support.

Dual Diagnosis

Heritage Oaks takes a multidisciplinary approach to treating individuals with co-occurring psychiatric disorders and chemical dependency. Dual diagnosis services include inpatient care, partial hospitalization and outpatient programs.

Outpatient Services

Heritage Oaks provides outpatient programs incorporate a range of services to adolescents, adults and seniors, tailored to help each patient achieve their treatment goals.

Adolescent Treatment Services

Heritage Oaks provides inpatient care to teens, ages 13-17. Services begin with an initial assessment, diagnosis and rapid stabilization of acute psychiatric and / or substance abuse problems, followed by a smooth transition to less intensive, appropriate levels of follow up care and support for the teen.

Adult Treatment Services

Heritage Oaks provides acute inpatient and outpatient psychiatric services and dual diagnosis services to adults ages 18 and older suffering from mental health disorders and/or mental health disorders coupled with substance abuse problems.

Senior Adult Treatment Services

Heritage Oaks offers a full continuum of inpatient and outpatient psychiatric care for seniors age 62 and over. A comprehensive program designed to treat the complex psychiatric and substance abuse programs of older adults with primary psychiatric disorders including depression, anxiety, bipolar disorder and schizophrenia.

EXHIBIT B - FEE SCHEDULE

In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification of the change in rates.

Children's Services Ages 0-21

Medi-Cal Rates

- Hospital Inpatient \$1022.00 Day
- Hospital Administration Day \$726.86 Day
- Inpatient Psychiatric Support Services \$ 105.00 Day

Short-Doyle Rates

- Hospital Inpatient **without** Psychiatric Support Services \$1022.00 Day
- Hospital Inpatient **with** Psychiatric Support Services \$1127.00 Day

Adult Services Ages 22-64

Hospital Inpatient all-inclusive	\$1126.00 Day
Hospital Administrative Day	\$726.86 Day

Administrative days are inpatient days for recipients who no longer require acute hospital care and are awaiting placement.

EXHIBIT B - FEE SCHEDULE

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year. County agrees to make payment to Contractor for all services performed up to the point Contractor is notified of the insufficient funding situation.

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



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sharon Sousa, Acting Behavioral Health Director

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to sign the First Amendment to an Agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, amending the compensation amount previously not to exceed \$165,000.00 to a not to exceed amount of \$245,000.00; to cover the rising demand for mental health, wellness, and recovery services for the remainder of the term of the Agreement; approved to form by County Counsel.

Recommendation

Approve and authorize the board chair to sign First Amendment to the Agreement with Crestwood Behavioral Health, a psychiatric rehabilitation center, covering the demand for mental health wellness, and recovery services, not to exceed \$245,000. Approved to form by County Counsel.

Background and Discussion

Approve and authorize the board chair to sign First Amendment to the Agreement with Crestwood Behavioral Health, a psychiatric rehabilitation center, covering the demand for mental health wellness, and recovery services, not to exceed \$245,000. Approved to form by County Counsel.

Action:

Respectfully requesting the Board of Supervisors authorize the Chair to sign the First Amendment to the Agreement with Crestwood Behavioral Health, a psychiatric rehabilitation center, covering the demand for mental health wellness, and recovery services.

Attachments:

1. 2.H.3.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND CRESTWOOD BEHAVIORAL HEALTH

This First Amendment to Agreement ("Amendment") is made on February 1, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Crestwood Behavioral Health ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and CRESTWOOD BEHAVIORAL HEALTH have entered into a written Agreement dated July 1, 2022, (the "Agreement"), in which Crestwood Behavioral Health agreed to provide recovery services to Plumas County.
 - b. Because of the demand for 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:

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 Two Hundred Forty-Five Thousand Dollars (\$245,000.00) CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2022, shall remain unchanged and in full force and effect.

Crestwood Behavioral Health, Inc.

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

Elena Mashkevich
Executive Director of County Contracts
Date:

Sharon Sousa LMFT
Behavioral Health Interim Director
Date:

CONTENT:

Maria Stefanou
Chief Financial Officer
Date:

Chair, Board of Supervisors
Date:

ATTEST:

Heidi White
Clerk, Board of Supervisors
Date:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sharon Sousa, Acting Behavioral Health Director

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign the First Amendment to an Agreement between Plumas County Behavioral Health and Restpadd Health Corporation; effective December 1, 2022; amending the compensation amount an additional \$100,000.00 to cover the demand for psychiatric services for the remainder of the term of the Agreement; approved to form by County Counsel.

Recommendation

Approve and authorize the board chair to sign First Amendment to Agreement with Restpadd-RedBluff, a psychiatric health facility, serving individuals experiencing acute psychiatric episodes or crisis that require rehabilitation services in a non-hospital setting. Due to the demand for services, Behavioral Health is requesting an additional \$100,000 approved as to form by County Counsel.

Background and Discussion

Approve and authorize the board chair to sign First Amendment to Agreement with Restpadd-RedBluff, a psychiatric health facility, serving individuals experiencing acute psychiatric episodes or crisis that require rehabilitation services in a non-hospital setting. Due to the demand for services, Behavioral Health is requesting an additional \$100,000 approved as to form by County Counsel.

Action:

Respectfully requesting the Board of Supervisors authorize the Chair to sign First Amendment to Agreement By and Between Plumas County Behavioral Health and Restpadd Red Bluff. To continue serving individuals experiencing acute psychiatric episodes or crises that require rehabilitation services.

Attachments:

1. 2.H.4.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND RESTPADD HEALTH CORPORATION, RED BLUFF

This First Amendment to Agreement ("Amendment") is made on December 1, 2022, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Restpadd Health Corporation, Red Bluff ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and RESTPADD HEALTH CORPORATION, RED BLUFF have entered into a written Agreement dated July 1, 2022, (the "Agreement"), in which Restpadd Health Corporation, Red Bluff agreed to provide recovery services to Plumas County.
 - b. Because of the demand for 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:

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 Two Hundred Thousand Dollars (\$200,000.00).
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2022, shall remain unchanged and in full force and effect.

CONTRACTOR:

Restpadd Health Corporation, Red Bluff

Robert Edgar
Secretary
Date:

COUNTY:

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

Sharon Sousa LMFT
Behavioral Health Interim Director
Date:

CONTENT:

Chair, Board of Supervisors
Date:

ATTEST:

Heidi White
Clerk, Board of Supervisors
Date:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between the Probation Department and Dr. Alfredo M. Amezaga Jr. to provide juvenile psychological evaluations; effective January 1, 2023; not to exceed Fourteen Thousand Dollars (\$14,000.00); approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign the contract between the Probation Department and Dr. Alfredo M. Amezaga Jr. for juvenile psychological evaluations.

Background and Discussion

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

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

Action:

Attachments:

1. Prob - Dr. Amezaga Contract FY22.23 - BOS SIG REQ

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PROBATION DEPARTMENT** (hereinafter referred to as "County"), and Dr. Alfredo M. Amezcaga Jr., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fourteen Thousand Dollars (\$14,000.00).
3. Term. The term of this agreement shall be from January 1, 2023 through December 31, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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



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

County:

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

Contractor:

Alfredo M. Amezaga, Jr. Ph.D.
PO Box 19160
Reno, NV 89511-0925
800-401-5593 (V & F)

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

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

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

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

CONTRACTOR:

Dr. Alfredo M. Amezaga Jr., an individual

By: 

Name: Alfredo M. Amezaga Jr.

Title: Clinical Psychologist

Date signed: 24 Jan. 2023

COUNTY:

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

By: 

Name: Keevin Allred

Title: Chief Probation Officer

Date signed:

By: _____

Name:

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:


Joshua Brechtel

Deputy County Counsel I

12/29/2022

EXHIBIT A

Scope of Work

1. When requested to do so by the Chief Probation Officer, Superior Court, or Juvenile Court, CONTRACTOR shall independently conduct a psychological evaluation and prepare a written report of their findings. It is the intent of the parties that the reports shall be delivered to the Court via the Probation Department within five ~~(5)~~ calendar days of interviewing the Subject. 15 AM.
 - a. The CONTRACTOR shall usually include, but not be limited to, a review of the legal file, interviews with the parties involved, including probation personnel and obtain information from collateral sources (i.e. schools, probation, counselors, etc.).
 - b. All evaluations prepared by the CONTRACTOR shall include summaries of interviews and file reviews, the name and description of test instruments administered and results of those tests, and a recommendation for a treatment plan, including placement, custody, further counseling, supervision levels, etc., while under the jurisdiction of the Court.
 - c. The referring agency shall complete a referral form for each case and send it to the CONTRACTOR by the day of the testing, along with other relevant information to be reviewed.
2. CONTRACTOR will provide:
 - a. A dedicated telephone line for direct referrals and all services and supplies related to the preparation of evaluations.
 - b. Documentation (invoices) concerning payments from the Probation Department, to facilitate reimbursement from clients, MediCal, etc.
3. It is the intent of the parties to create an independent contractor relationship. CONTRACTOR acknowledges and agrees that neither the Probation Department nor the Court will be responsible for the withholding or payment of federal or state income taxes, Social Security, Workers Compensation coverage, unemployment insurance, nor disability insurance. It is understood that CONTRACTOR works as an independent contractor and does not hereby become an employee of the county or the court.

EXHIBIT B

Fee Schedule

Compensation shall be as follows:

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



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to sign Amendment No. 3 to the Agreement between Plumas County Public Works Department and Quincy Engineering, Inc. for design engineering services for the Blairsden-Graeagle Road Bridge Replacement project and to authorize the Director of Public Works to sign the Notice of Assignment with the company's new owners: Consor North America, Inc.; 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. 3 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for design engineering services for the Blairsden-Graeagle Road Bridge Replacement Project and to delegate authority to the Director of Public Works to sign the Notice of Assignment with company's new owners: Consor North America, Inc.

Background and Discussion

Quincy Engineering, Inc. is currently providing design engineering services in support of the Blairsden-Graeagle Road Bridge Replacement Project. The bridge project is located on Blairsden-Graeagle Road over the Middle Fork of the Feather River.

Consor has acquired Murraysmith, Inc. and its partner company Quincy Engineering, Inc. The company has over 1,200 professionals providing a range of planning, design, structural assessment, and construction services for transportation, water, and wastewater infrastructure projects across more than 60 different locations in the United States.

Amendment No. 3 also includes the addition of clauses to the contract requested by County Counsel and accepted by Consor. The clauses included are the Ukraine Sanctions clause pursuant to Executive Order N-6-22 and an updated Suspension and Debarment clause to ensure the County does not use parties that are debarred from receiving Federal contracts.

Action:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 3 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for design engineering services for the Blairsden-Graeagle Road Bridge Replacement Project and to sign the Notice of Assignment with company's new owners: Consor North America, Inc.

Attachments:

1. Amendment 3 re: Quincy Engineering

AMENDMENT NO. 3
to the
PROFESSIONAL SERVICES AGREEMENT

**Professional Engineering Services for the Final Design Phase of the
Blairsdén-Graeagle Bridge Project over the Middle Fork of the Feather River
Blairsdén, California**

This Third Amendment to Agreement ("Amendment") is made on _____,
between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Quincy
Engineering Inc. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and Quincy Engineering, Inc. have entered into a written Agreement, dated November 20, 2018, (the "Agreement"), in which Quincy Engineering Inc. agreed to provide professional engineering services for the Blairsdén-Graeagle Bridge Project to Plumas County.
- b. Quincy Engineering Inc. desires to assign all right, title, and interest in and under the aforementioned professional service agreement to Consor North America, Inc.
- c. A signed Letter of Assignment (attached) shows consent by the County to the assignment by Quincy Engineering Inc. of all of its right, title and interest to Consor North America Inc. as the contracting party as of the date hererof, and acknowledge receipt of notice with respect thereto.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. All references to "Quincy Engineering Inc." are amended to read as "Consor North America Inc."
- b. Paragraph 6.4 shall be amended to read as follows:

IF TO CONSULTANT:

Scott McCauley, P.E.

Senior Engineer

11017 Cobblerock Dr., Rancho Cordova, California 95670

CONSOR

- c. The following provisions are added to the contract by Amendment No. 3:

6.25 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.

6.26 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.

3. **Effectiveness of Agreement:** Except as set forth in this Third Amendment of Agreement, all provisions of the Agreement dated November 20, 2018, and Amendments 1 through 2, 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:

Conсор North America Inc.

By: _____

Name: Jason Jurrens

Title: California Regional Manager

Date signed: _____

COUNTY:

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

By: _____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel

1/23/2023



11017 Cobblersrock Drive Suite 100
Rancho Cordova, CA 95670
916.368.9181

October 13, 2022

John Mannle, PE
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

RE: Notice of Assignment and Request for Acknowledgement

Quincy Engineering, Incorporated (QEI) was acquired and became a wholly owned subsidiary of Consor North America, Incorporated¹ (Consor) in May 2019. Contracts between Plumas County and QEI may contain contract requirements requiring notice for the transfer and assignment of those contracts to any entity other than QEI. This letter serves as our request to assign the following Contracts (and all associated amendments, addenda, task orders, and work orders) to our parent Consor:

- Contract No. 11-069 – Keddle Resort Road Bridge Replacement Project
- Contract No. 19-01 – Blairsden Graeagle Bridge Replacement Project

Consor employs all staff currently working on these agreements, and you should see no change in the day-to-day progress and conduct of the work under these contracts. Consor agrees to assume full responsibility for execution and completion of all contracts with Plumas County effective immediately. Consor agrees that the provision of services under the agreements will be unchanged.

For your records, attached are the following:

- Consor's W-9 Form
- Certificate of Insurance

An updated certificate of insurance, with all coverages identical to those currently provided under QEI's certificate of insurance. Note that Consor assumes responsibility for all QEI's prior acts and has QEI listed as an insured under Consor's professional liability insurance policy, with full prior acts coverage.

In light of the information noted above and the documents attached, we respectfully request that Plumas County acknowledge the assignment of the aforementioned agreements to Consor. Except as expressly set forth herein, this acknowledgement letter neither amends, modifies, nor otherwise alters the terms and conditions of the Contracts/Agreements your agency has negotiated, which remain in full force and effect.

This Assignment will become effectively immediately upon your signature. Please return a copy to our attention at (scott.mccauley@consoreng.com).

If you have any questions, please feel free to contact me any time at 916.368.9181 or by email at Jason.Jurrens@consoreng.com.

www.consoreng.com

¹ Formerly known as Murraysmith, Inc.



11017 Cobblersrock Drive Suite 100
Rancho Cordova, CA 95670
916.368.9181

Sincerely,
Consor Engineers, Inc

A handwritten signature in blue ink, appearing to read "Jason Jurrens", with a long horizontal flourish extending to the right.

Jason Jurrens, PE
California Regional Manager

Assignment Approved and Accepted this _____ day of _____, 2022

Plumas County Department of Public Works

By: _____

Its: _____



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to sign Amendment No. 4 to the Agreement between Plumas County Public Works Department and Quincy Engineering, Inc. for design engineering services for the Keddle Resort Bridge Replacement project and to authorize the Director of Public Works to sign the Notice of Assignment with the company's new owners: Consor North America, Inc.; 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. 4 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for design engineering services for the Keddle Resort Bridge Replacement Project and to delegate authority to the Director of Public Works to sign the Notice of Assignment with company's new owners: Consor North America, Inc.

Background and Discussion

Quincy Engineering, Inc. is currently providing design engineering services in support of the Keddle Resort Bridge Replacement Project. The bridge project is located on Keddle Resort Road over the Spanish Creek.

Consor has acquired Murraysmith, Inc. and its partner company Quincy Engineering, Inc. The company has over 1,200 professionals providing a range of planning, design, structural assessment, and construction services for transportation, water, and wastewater infrastructure projects across more than 60 different locations in the United States.

Amendment No. 4 also includes the addition of clauses to the contract requested by County Counsel and accepted by Consor. The clauses included are the Ukraine Sanctions clause pursuant to Executive Order N-6-22 and an updated Suspension and Debarment clause to ensure the County does not use parties that are debarred from receiving Federal contracts.

Action:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 4 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for design engineering services for the Keddle Resort Bridge Replacement Project and to sign the Notice of Assignment with company's new owners: Consor North America, Inc.

Attachments:

1. Amendment 4 re: Quincy Engineering

FOURTH AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND QUINCY ENGINEERING, INC.

This Fourth Amendment to Agreement ("Amendment") is made on _____, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Quincy Engineering Inc. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and Quincy Engineering, Inc. have entered into a written Agreement, #PWRD-11-069, dated June 24, 2011, (the "Agreement"), in which Quincy Engineering Inc. agreed to provide professional engineering services for the Keddie Resort Road Bridge Replacement Project to Plumas County.
- b. Quincy Engineering Inc. desires to assign all right, title, and interest in and under the aforementioned professional service agreement to Consor North America, Inc.
- c. A signed Letter of Assignment (attached) shows consent by the County to the assignment by Quincy Engineering Inc. of all of its right, title and interest to Consor North America Inc. as the contracting party as of the date hererof, and acknowledge receipt of notice with respect thereto.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. All references to "Quincy Engineering Inc." are amended to read as "Conсор North America Inc."
- b. Paragraph 6.4 shall be amended to read as follows:

IF TO CONSULTANT

Scott McCauley, P.E.
Senior Engineer
11017 Cobblerock Dr., Rancho Cordova, California 95670
CONSOR
1.916.368.9181 Ext.23333
Scott.McCauley@consoreng.com

- c. The following provisions are added to the contract by Amendment No. 4:

6.25 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.

6.26 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.

3. **Effectiveness of Agreement:** Except as set forth in this Fourth Amendment of Agreement, all provisions of the Agreement dated June 24, 2011 and Amendments 1 through 3, 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:

Consor North America Inc.

By: _____

Name: Jason Jurens

Title: California Regional Manager

Date signed: _____

COUNTY:

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

By: _____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed: _____

ATTEST:

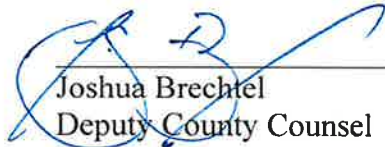
By: _____

Name: Heidi White

Title: Clerk of the Board of
Supervisors

Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel

1/23/2023



11017 Cobblerock Drive Suite 100
Rancho Cordova, CA 95670
916.368.9181

October 13, 2022

John Mannle, PE
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

RE: Notice of Assignment and Request for Acknowledgement

Quincy Engineering, Incorporated (QEI) was acquired and became a wholly owned subsidiary of Conсор North America, Incorporated¹ (Conсор) in May 2019. Contracts between Plumas County and QEI may contain contract requirements requiring notice for the transfer and assignment of those contracts to any entity other than QEI. This letter serves as our request to assign the following Contracts (and all associated amendments, addenda, task orders, and work orders) to our parent Conсор:

- Contract No. 11-069 – Keddle Resort Road Bridge Replacement Project
- Contract No. 19-01 – Blairsden Graeagle Bridge Replacement Project

Conсор employs all staff currently working on these agreements, and you should see no change in the day-to-day progress and conduct of the work under these contracts. Conсор agrees to assume full responsibility for execution and completion of all contracts with Plumas County effective immediately. Conсор agrees that the provision of services under the agreements will be unchanged.

For your records, attached are the following:

- Conсор's W-9 Form
- Certificate of Insurance

An updated certificate of insurance, with all coverages identical to those currently provided under QEI's certificate of insurance. Note that Conсор assumes responsibility for all QEI's prior acts and has QEI listed as an insured under Conсор's professional liability insurance policy, with full prior acts coverage.

In light of the information noted above and the documents attached, we respectfully request that Plumas County acknowledge the assignment of the aforementioned agreements to Conсор. Except as expressly set forth herein, this acknowledgement letter neither amends, modifies, nor otherwise alters the terms and conditions of the Contracts/Agreements your agency has negotiated, which remain in full force and effect.

This Assignment will become effectively immediately upon your signature. Please return a copy to our attention at (scott.mccauley@consoreng.com).

If you have any questions, please feel free to contact me any time at 916.368.9181 or by email at Jason.Jurrens@consoreng.com.

www.consoreng.com

¹ Formerly known as Murraysmith, Inc.



11017 Cobblerock Drive Suite 100
Rancho Cordova, CA 95670
916.368.9181

Sincerely,
Consor Engineers, Inc

A handwritten signature in blue ink, appearing to read "Jason Jurrens", is written over a horizontal line.

Jason Jurrens, PE
California Regional Manager

Assignment Approved and Accepted this _____ day of _____, 2022

Plumas County Department of Public Works

By: _____

Its: _____



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: February 7, 2023

SUBJECT: Authorize no contract payment of \$ 3,974.08 to Dokken Engineering, Inc. for work performed during the term of their On-Call Contract but not billed for until after the contract expired.

Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the one-time out-of-contract payment for the increased costs on Task Order No. 5 in the amount of \$3,974.98 to Dokken Engineering, Inc.

Background and Discussion

Dokken Engineering provided On-call Civil Engineering Services under Contract No. PWRD 16-007 with the Department until the contract expired on 12/31/21. Their last on-call task order provided for hydraulic studies for the Graeagle-Johnsville Road Reconstruction Project. The consultant endured a cost overrun on this last task order of \$3,974.98. All work was completed by the base contract's end date of 12/31/21. The invoice for the task order was received in January of 2022 after the base contract expired. Staff processed the invoice for the maximum amount under the Board-approved Task Order No. 5. The remaining unpaid \$3,974.98 went unnoticed and forgotten by both the staff of the consultant and the Department. Later in 2022, the consultant noticed the discrepancy and has requested and authorization for payment for that work. The Department has approved the increased costs for the completion of Task Order No. 5 and is requesting approval to pay for this one-time amount to Dokken Engineering, Inc.

The Department consulted with County Counsel on how best to accommodate the additional payment on Task Order No. 5 in an expeditious manner considering that the base contract had expired. County Counsel's recommendation was to request one-time only out-of-contract payment approval from the Board of Supervisors instead of pursuing processing a new contract for this singular task.

All the work under Task Order no. 5 including the out-of-contract payment for the increased costs is 100% reimbursable under the State Transportation Improvement Program (STIP) project agreement for the Graeagle-Johnsville Road Reconstruction Project.

Action:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize an out-of-contract payment to Dokken Engineering, Inc. for work performed during the term of their On-Call Contract but not billed for until after the contract expired.

Attachments:

1. Dokken Engineering Invoice



DOKKEN ENGINEERING

Transportation Solutions from Concept to Construction

INVOICE

BILL TO:

Plumas County
1834 East Main Street
Quincy, CA 95971

Attention: John Mannle

BILLING DATE: January 20, 2022

INVOICE NO.: 40444

DE PROJECT NO.: 2194

Project: County of Plumas On-Call Civil Engineering Services
Services from December 1, 2021 through December 31, 2021

Graeagle-Johnsville Type Selection Report Services

Task 5 – Type Selection Report

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Anthony Dang	CAD	3.0	\$63.33	\$189.99
		3.0		
Total Direct Labor:				\$189.99
Total Task 5:				\$189.99

Task 4 – Hydraulic Analysis

<u>Name</u>	<u>Classification</u>	<u>Total</u>
HDR, Inc.	Subconsultants	\$5,318.71
Total Subconsultants:		\$5,318.71
Total Task 4:		\$5,318.71

Task 6 – Obtain Caltrans Local Assistance Approval

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Timothy A. Osterkamp	Project Manager	11.0	\$189.97	\$2,089.67
		11.0		
Total Direct Labor:				\$2,089.67
Total Task 6:				\$2,089.67

TOTAL INVOICE AMOUNT: \$7,598.37

RECAP

Contract	\$89,332.00
Prior Invoices	\$85,708.61
This Period	\$7,598.37
Balance	(\$3,974.98)


Project Manager Approval



File No. 2194-130

**Graeagle-Johnsville Retaining Wall Type Selection
PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
PROGRESS REPORT
Period: December 2021**

ACCOMPLISHMENTS THIS PERIOD:

- HDR|Wreco developed a 2-D model of the proposed conditions in order to respond to Caltrans comments on the LHS and SFER.
- HDR|Wreco Prepared revised LHS and SFER exhibits, confirmed RSP is properly sized for proposed conditions, prepared written response to Caltrans comments, and revised H&H Technical Memo.
- Updated the Alternative Drawings with revised Water Surface Elevations and RSP modifications.
- Revised documents were submitted to County and Caltrans for review and comments. Comments were received back from Caltrans.
- HDR|Wreco addressed comments and revised documents. Documents resubmitted to County and Caltrans.
- Developed a 3-D surface in CAD of proposed conditions to assist Wreco with inputting data into their hydraulic 2-D model.

ACCOMPLISHMENTS FOR NEXT PERIOD:

- Project is complete.

PENDING ISSUES/RECOMMENDATIONS FOR RESOLUTION:

- Required budget to complete the LHS/SFER form exceeded budget in the task order specific to this project by \$3,975. Additional funds remained in the overall contract. Dokken requests these funds be used on this task.
Due to the very tight deadline required (approximately 2 weeks) to obtain project approval before grant funds expire, there was insufficient time to revise the task order budget prior to completing the work.

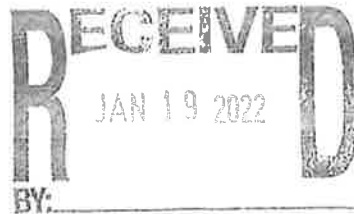
PROGRESS:

<u>This Period</u>	<u>To Date</u>
8%	104%

Prepared by: Tim Osterkamp, PE

Date: January 24, 2022

HDR | WRECO



Invoice

WRECO
Walnut Creek, CA 94596-4431
Phone: (925)-941-0017

Dokken Engineering - Folsom, CA
Tim Osterkamp
110 Blue Ravine Road
Suite 200
Folsom, CA 95630

Reference Invoice Number with Payment

HDR Invoice No. 1200404065
Invoice Date 19-JAN-2022
Invoice Amount Due \$5,318.71
Payment Terms 30 NET

Remit To PO Box 74008202
Chicago, IL 60674-8202
ACH/EFT Payments Bank of America ML US
ABA# 081000032
Account# 355004076604

DE Project: 2194, Task Order 10

Professional Services
From: 21-NOV-2011 To: 25-DEC-2021

Professional Services Summarization		Hours	Billing Rate	Amount
Associate Engineer	Newmiller, Jeanette Eileen	1.50	44.83	67.25 ✓
Senior Engineer	Chiu, Wana	15.00	47.45	711.75 ✓
Staff Engineer	Chu, Hsuan Wen (Shen)	1.50	36.94	55.41 ✓
Staff Engineer	Karlsson, Hannah Mae	33.00	36.33	1,198.89 ✓
		51.00		\$2,033.30 ✓
			Labor - OH 2.37%	2,801.89 ✓
			Labor - Profit 10%	483.52 ✓
			Total Professional Services	\$5,318.71 ✓

Amount Due This Invoice (USD) \$5,318.71 ✓

G/L 51110 | DATE ENTERED 1/19/22
DATE PAID | APPROVED BY [Signature]

Invoice

HDR Invoice No. 1200404065
Invoice Date 19-JAN-2022

HDR Internal Reference Only	
Client Number	263741
Cost Center	10542
Project Number	10324481

Invoice

HDR Invoice No. 1200404065
Invoice Date 19-JAN-2022

Professional Services and Expense Detail				
Project Number:	10324481	Project Description:	20029.100 Graeagle-Johnsville Type Selection Rept.	
Task Number:	002	Task Description:	PM & Engineering	
Professional Services		Hours	Billing Rate	Amount
Associate Engineer	Newmiller, Jeanette Eileen	1.50	44.83	67.25
Senior Engineer	Chiu, Wana	15.00	47.45	711.75
Staff Engineer	Chu, Hsuan Wen (Shen)	1.50	36.94	55.41
Staff Engineer	Karlsson, Hannah Mae	33.00	36.33	1,198.89
		51.00		\$2,033.30
			2.3780 Multiplier	2,801.89
			10% Profit	483.52
		Total Professional Services		\$5,318.71
		Total Task		\$5,318.71



PROGRESS REPORT

Date: 1/19/2022
Project Name: County of Plumas On-call Civil Engineering Services. Graeagle-Johnsville Type
Project No.: 10324481
Invoice Period: November 11, 2021 - December 25, 2022

Accomplishments This Period:

- Coordinated with Dokken Engineering.
- Worked on the proposed condition hydraulic analysis.
- Worked on the RSP calculations.
- Provided comments on the LHS form (12/7/2021.)
- Addressed comments from Caltrans on the hydraulics memo.
- Worked on LHS and SFER forms.
- Submitted Design Hydraulic Memorandum, LHS and SFER forms, and response to comments on 12/

Accomplishments for Next Period:

- Coordinate with Dokken Engineering.
- Address comments on the hydraulics memo if additional comments are provided.

Pending Issues/Recommendations for Resolution:

None.

Schedule:

N/A.



PLUMAS COUNTY CHILD SUPPORT SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Michelle Blackford, Director of Child Support Services

MEETING DATE: February 7, 2023

SUBJECT: Authorize the Child Support Services Dept. to Recruit and Fill Vacant 1.0 FTE Child Support Specialist I or II Position.

Recommendation

It is recommended that the Board approve the request of the Child Support Department to recruit and fill the currently vacant, allocated 1.0 FTE **Child Support Specialist I or II** position.

Background and Discussion

The Department's new 2022/23 position allocation consists of 4.0 FTE Child Support Specialist III or II or I; **or** Child Support Specialist Assistant I or II. As of 2/2/2023 1.0 FTE is unfilled as it has been purposely kept vacant for approximately 2 years.

The department is now in need of filling the vacant position in order to begin training for a Child Support Specialist position that will become vacant in June 2023 due to retirement. **All** allocated positions are funded.

It is crucial that I begin the recruitment process immediately to achieve adequate staffing to manage our caseload.

Action:

Child Support Services respectfully requests that the Board approve the request to recruit and fill the currently vacant, allocated 1.0 FTE **Child Support Specialist I or II** position.

Attachments:

1. Critical Staffing Quest CSS I-II 2-2-23
2. Child Support Spec I_II Job Descript
3. ORG CHART 2022-23

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY
ALLOCATED FOR FISCAL YEAR 2022-2023

Child Support Specialist I or II

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

Yes. The position has is currently vacant and has been for some time. An employee in the same job position is retiring in June and I would like to begin recruitment and training as soon as possible.

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

Our customer service and caseload requirements make this position critical. We need as much recruitment and training time as possible before the retirement of one of our Specialists this June.

3. How long has this position been vacant?

Well over a year.

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

That will not be necessary as the position has been included in the budget.

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

Throughout comparable counties, they vary greatly depending on the structure of the office. For counties with a similar budget as ours (Lassen, Glenn), the staffing levels closely match Plumas County.

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

All case management functions are already impacted due to our low staffing level (even with the filled position). Delivery of services such as establishment and enforcement of child support court orders becomes slow and less effective without adequate case management positions.

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

None.

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

None.

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

No.

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

No.

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

No general fund support is anticipated.

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

Yes. The reserve has averaged \$400,000 for the past three years. There has been no use of the reserve funds in over 15 years.

CHILD SUPPORT SPECIALIST I

DEFINITION

Under close supervision, performs a wide variety of child support duties consisting of maintaining a caseload, locating and interviewing custodial and non-custodial parents and others to elicit factual information for the purpose of establishing child support obligations and enforcing child support laws; arranges for support payments when possible; prepares cases for court hearings as necessary; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Child Support Specialist I is the entry/trainee level in the Child Support Specialist series. Employees in this class receive in-service training, and are given detailed instructions in the performance of duties related to child support laws, regulations, and a broad range of child support casework activities. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Employees are expected to promote to Child Support Specialist II after one year of satisfactory performance at the entry/trainee level.

REPORTS TO

Director of Child Support Services or Assistant Director of Child Support Services or as assigned.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

CHILD SUPPORT SPECIALIST I - 2

EXAMPLES OF DUTIES

- Manages a general caseload consisting of child support legal actions and the establishment, enforcement and collection of child support payment obligations based on established guidelines.
- Coordinates appointments for personal interviews with custodial and non-custodial parents, employers, and attorneys.
- Develops and analyzes information for the establishment of paternity.
- Uses a variety of methods, systems and procedures for locating information on custodial and non-custodial parents' assets, income, and liabilities.
- Evaluates income and expense data of custodial and non-custodial parents to determine and recommend child support payment obligations based on established guidelines.
- Responds to general inquiries and explains general child support laws, court orders, rules, regulations, and policies to public and staff.
- Participates in interviews to secure support agreements and to persuade responsible parties to make payments without recourse to legal action.
- Prepares and processes legal documents necessary for the Documents and updates customer information, contact information, case actions/history logs, and records using a state-wide automated system.
- Provides case status information, explains the complaint resolution process, and answers case specific questions for all involved parties ensuring the verbiage used cannot be interpreted as legal advice.
- Applies federal, state, and local codes, procedures, and rules in establishing and processing child support cases.
- Coordinates and/or conducts genetic tests when needed.
- Takes sworn statements from the custodial parent and non-custodial parent, and arranges or facilitates DNA testing in cases where paternity is in question.
- Evaluates income and expense data of custodial and non-custodial parent to determine support capability; reviews financial history to determine arrears obligation.
- Explains legal requirements and the calculation of support payments to custodial and non-custodial parents and other involved parties.
- Issues Summons and Complaints and Proposed Judgments to establish paternity and support orders and enforces those orders through wage assignments and other legal actions.
- Obtains and enforces health insurance orders.
- Recommends cases for prosecution, prepares legal documents for court filing, assists attorneys in preparing cases, and testifies in court as necessary.
- Initiates and processes such legal actions as subpoenas, orders to show cause, registration of foreign support orders, notices of assignment, writs of execution, property liens, orders of examination, and contempt of court actions pertaining to the enforcement of child support.

- Responds to and investigates complaints from custodial and non-custodial parents regarding hidden assets and/or "under the table" employment.

CHILD SUPPORT SPECIALIST I – 3

- Accesses computerized databases and maintains computerized files. Responds to and complete numerous daily, weekly, and monthly automated task lists.
- Responds to inquiries from the public, private attorneys, appointed and elected officials.
- Provides case status information and interprets child support statutes, regulations, and procedures to custodial and non-custodial parents.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in office and courtroom environments; continuous contact with staff and the public.

Child Support Specialists are expected to handle a high volume of work which is deadline driven. Applicants must be able to prioritize, plan and project their work, but at the same time be flexible to changes at any moment, such as unscheduled visits from clients. They perform in a high-paced work environment.

It is important to understand that the actions you take as a Child Support Specialist impact the lives of clients and their families, both emotionally and financially.

CHILD SUPPORT SPECIALIST I – 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- Civil and criminal law, and Federal and California laws and regulations pertaining to the establishment, and enforcement of child support obligations.
- Sources, methods and techniques used to locate non-custodial parents, relatives and related persons, assets, income, and liabilities.
- Techniques and methods for establishing paternity.
- Child Support specific collection methods and techniques.
- Legal terminology used when explaining legal procedures to customers or the public.
- When and how to prepare and process a variety of child support related legal documents in a clear and concise manner.
- The structure and content of the English language.
- Basic mathematics and business arithmetic, including addition, subtraction, multiplication, division, fractions, percentages, and decimals.

Ability to:

- Apply specialized Federal child support laws and procedures as they apply to intergovernmental and international cases.
- Explain child support procedures, regulations, and requirements to individuals from a wide variety of educational and cultural backgrounds.
- Use effective interviewing techniques to interview a wide variety of people, over the telephone and in person.
- Use patience, tact and courtesy in firmly dealing with people who may be uncooperative, unreasonable, angry, upset, or hostile.
- Collect DNA samples to establish paternity.
- Use sound independent judgment to analyze factual information, situations, and people.
- Understand financial records such as tax records, income and expense reports, and employer earnings records to determine the amount of child support payment obligations.
- Compile multiple pieces of information clearly and concisely into an organized and understandable written report or oral presentation.
- Organize work and set priorities in order to meet critical deadlines with minimal direction.
- Exercise initiative within the limits of assigned duties.
- Maintain the confidentiality of sensitive or personal information.
- Establish rapport and maintain effective working relationships with coworkers, courts, attorneys, other agencies, and the public.

- Be flexible and supportive of change.
- Ability to prioritize multiple assignments having conflicting deadlines.
- Effectively use computer and other resources to prepare and manage cases.
- Enforce mandatory guideline child support orders that may not seem reasonable.

CHILD SUPPORT SPECIALIST I – 5

- Attach the wages of non-custodial parents who then allege they will not be able to support their current family.
- Revoke driver's licenses, required employment and professional licenses, and passports.
- Demonstrate sensitivity toward homeless individuals and families.
- Understand the responsibilities relative to mandatory reporting of child and adult abuse.

Training and Experience:

Two (2) years of full-time clerical experience which included interaction with the public;

OR

One year of full-time experience performing debt collections duties which included interviewing others for the purpose of collecting information;

OR

One year of full-time experience performing duties of a Child Support Assistant I or Office Assistant II in a Child Support Services Department;

OR

Completion of 60 semester or 90 quarter units of college. Qualifying experience or education may be combined in order to meet the above requirements. When combining education and experience, fifteen (15) semester units or twenty-two (22) quarter units equals six months of experience.

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. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Some positions may require possession of special language proficiency as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Must pass a Department of Justice (DOJ) background check as required under IRS Publication 1075 as a condition of employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County

Last Revised: 07/2001

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.

CHILD SUPPORT SPECIALIST II

DEFINITION

Under general supervision, performs a wide variety of child support duties consisting of maintaining a caseload, locating and interviewing custodial and non-custodial parents and others to elicit factual information for the purpose of establishing child support obligations and enforcing child support laws; arranges for support payments when possible; prepares cases for court hearings as necessary; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Child Support Specialist II is the journey level in the Child Support Specialist series. Employees at this level are expected to perform a broad range of child support casework from intake to establishment, enforcement, and case closure. Within legal requirements and departmental policies and procedures, incumbents operate with considerable independence and must exercise discretion and judgment in evaluating cases and determining the level of support and the methods of enforcement. Positions in this class are flexibly staffed and are normally filled by advancement from the lower level of Child Support Specialist I, or if filled from the outside, require prior related experience.

Child Support Specialist II differs from the higher class of Child Support Specialist III in that the latter is the advanced journey level, and incumbents act as lead worker or exercise detailed subject knowledge of a specific program area or specialized department system.

REPORTS TO

Director of Child Support Services or Assistant Director of Child Support Services or as assigned.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

CHILD SUPPORT SPECIALIST II - 2

EXAMPLES OF DUTIES

- Manages a general caseload consisting of child support legal actions and the establishment, enforcement and collection of child support payment obligations based on established guidelines.
- Coordinates appointments for personal interviews with custodial and non-custodial parents, employers, and attorneys.
- Develops and analyzes information for the establishment of paternity.
- Uses a variety of methods, systems and procedures for locating information on custodial and non-custodial parents' assets, income, and liabilities.
- Evaluates income and expense data of custodial and non-custodial parents to determine and recommend child support payment obligations based on established guidelines.
- Responds to general inquiries and explains general child support laws, court orders, rules, regulations, and policies to public and staff.
- Participates in interviews to secure support agreements and to persuade responsible parties to make payments without recourse to legal action.
- Prepares and processes legal documents necessary for the Documents and updates customer information, contact information, case actions/history logs, and records using a state-wide automated system.
- Provides case status information, explains the complaint resolution process, and answers case specific questions for all involved parties ensuring the verbiage used cannot be interpreted as legal advice.
- Applies federal, state, and local codes, procedures, and rules in establishing and processing child support cases.
- Coordinates and/or conducts genetic tests when needed.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in office and courtroom environments; continuous contact with staff and the public.

CHILD SUPPORT SPECIALIST II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Civil and criminal law, and Federal and California laws and regulations pertaining to the establishment, and enforcement of child support obligations.
- Sources, methods and techniques used to locate non-custodial parents, relatives and related persons, assets, income, and liabilities.
- Techniques and methods for establishing paternity.
- Child Support specific collection methods and techniques.
- Legal terminology used when explaining legal procedures to customers or the public.
- When and how to prepare and process a variety of child support related legal documents in a clear and concise manner.
- The structure and content of the English language.
- Basic mathematics and business arithmetic, including addition, subtraction, multiplication, division, fractions, percentages, and decimals.

Ability to:

- Apply specialized Federal child support laws and procedures as they apply to intergovernmental and international cases.
- Explain child support procedures, regulations, and requirements to individuals from a wide variety of educational and cultural backgrounds.
- Use effective interviewing techniques to interview a wide variety of people, over the telephone and in person.
- Use patience, tact and courtesy in firmly dealing with people who may be uncooperative, unreasonable, angry, upset, or hostile.
- Collect DNA samples to establish paternity.
- Use sound independent judgment to analyze factual information, situations, and people.
- Understand financial records such as tax records, income and expense reports, and employer earnings records to determine the amount of child support payment obligations.
- Compile multiple pieces of information clearly and concisely into an organized and understandable written report or oral presentation.
- Organize work and set priorities in order to meet critical deadlines with minimal direction.
- Exercise initiative within the limits of assigned duties.
- Maintain the confidentiality of sensitive or personal information.
- Establish rapport and maintain effective working relationships with coworkers, courts, attorneys, other agencies, and the public.
- Be flexible and supportive of change.

- Ability to prioritize multiple assignments having conflicting deadlines.
- Effectively use computer and other resources to prepare and manage cases.

CHILD SUPPORT SPECIALIST II – 4

Training and Experience:

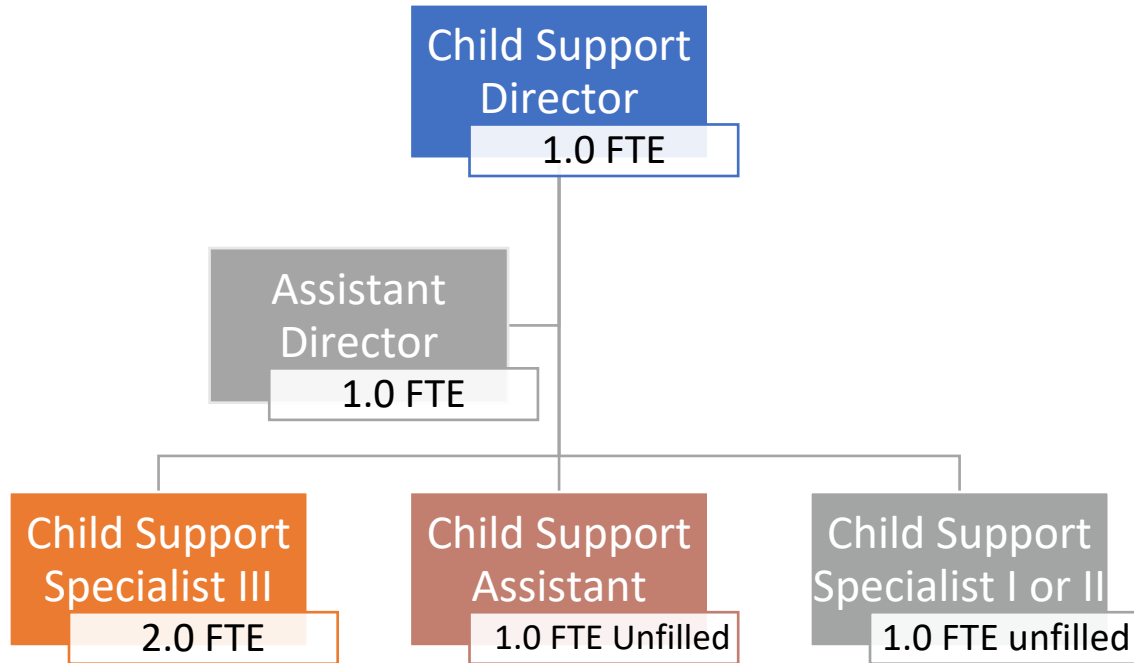
One (1) year of full-time experience performing duties of a Child Support Specialist I in a state or local government agency.

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. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Some positions may require possession of special language proficiency as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Must pass a Department of Justice (DOJ) background check as required under IRS Publication 1075 as a condition of employment.

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



PLUMAS COUNTY DEPT. OF
CHILD SUPPORT SERVICES
2022/2023 ORG CHART



**PLUMAS COUNTY
CHILD SUPPORT SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Michelle Blackford, Director of Child Support Services
MEETING DATE: February 7, 2023
SUBJECT: Authorize the Child Support Services Dept. to recruit and fill an **EXTRA HELP** Child Support Specialist I Position.

Recommendation

It is recommended that the Board approve the request of the Child Support Director to recruit and fill one **Extra Help** Child Support Specialist I position.

Background and Discussion

The Department is currently experiencing a staff shortage in Child Support Specialist (Case Managers) positions. One position was vacated due to resignation and one position has been unfilled for approximately 2 years. It would benefit the Department to recruit and hire one Child Support Extra Help position in order to maintain the current workload until the full-time empty positions have been filled. The 2022/23 budget included other wages to fund the Extra Help position.

Action:

Child Support Services Department respectfully requests that the Board approve the request to recruit and fill an **EXTRA HELP** Child Support Specialist I Position.

Attachments:

1. Critical Staffing Quest Extra Help
2. CHILD SUPPORT SPEC I Job Descrip
3. ORG CHART 2022-23

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY
ALLOCATED FOR FISCAL YEAR 2022-2023

Child Support Specialist I – **EXTRA HELP**

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

Yes. The Department currently has two vacant positions we will be recruiting for through Merit Systems – Cal HR. This Extra Help position will help us maintain the workload until full time positions are filled.

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

To maintain customer service and caseload management.

3. How long has this position been vacant?

N/A – Request for Extra Help.

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

Other Wages will be used to fund the Extra Help Position.

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

Throughout comparable counties, they vary greatly depending on the structure of the office. For counties with a similar budget as ours (Lassen, Glenn), the staffing levels closely match Plumas County.

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

Case management and customer service.

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

None.

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

None.

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

No.

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

No.

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

No general fund support is anticipated.

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

Yes. The reserve has averaged \$400,000 for the past three years. There has been no use of the reserve funds in over 15 years.

CHILD SUPPORT SPECIALIST I

DEFINITION

Under close supervision, performs a wide variety of child support duties consisting of maintaining a caseload, locating and interviewing custodial and non-custodial parents and others to elicit factual information for the purpose of establishing child support obligations and enforcing child support laws; arranges for support payments when possible; prepares cases for court hearings as necessary; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Child Support Specialist I is the entry/trainee level in the Child Support Specialist series. Employees in this class receive in-service training, and are given detailed instructions in the performance of duties related to child support laws, regulations, and a broad range of child support casework activities. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Employees are expected to promote to Child Support Specialist II after one year of satisfactory performance at the entry/trainee level.

REPORTS TO

Director of Child Support Services or Assistant Director of Child Support Services or as assigned.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

CHILD SUPPORT SPECIALIST I - 2

EXAMPLES OF DUTIES

- Manages a general caseload consisting of child support legal actions and the establishment, enforcement and collection of child support payment obligations based on established guidelines.
- Coordinates appointments for personal interviews with custodial and non-custodial parents, employers, and attorneys.
- Develops and analyzes information for the establishment of paternity.
- Uses a variety of methods, systems and procedures for locating information on custodial and non-custodial parents' assets, income, and liabilities.
- Evaluates income and expense data of custodial and non-custodial parents to determine and recommend child support payment obligations based on established guidelines.
- Responds to general inquiries and explains general child support laws, court orders, rules, regulations, and policies to public and staff.
- Participates in interviews to secure support agreements and to persuade responsible parties to make payments without recourse to legal action.
- Prepares and processes legal documents necessary for the Documents and updates customer information, contact information, case actions/history logs, and records using a state-wide automated system.
- Provides case status information, explains the complaint resolution process, and answers case specific questions for all involved parties ensuring the verbiage used cannot be interpreted as legal advice.
- Applies federal, state, and local codes, procedures, and rules in establishing and processing child support cases.
- Coordinates and/or conducts genetic tests when needed.
- Takes sworn statements from the custodial parent and non-custodial parent, and arranges or facilitates DNA testing in cases where paternity is in question.
- Evaluates income and expense data of custodial and non-custodial parent to determine support capability; reviews financial history to determine arrears obligation.
- Explains legal requirements and the calculation of support payments to custodial and non-custodial parents and other involved parties.
- Issues Summons and Complaints and Proposed Judgments to establish paternity and support orders and enforces those orders through wage assignments and other legal actions.
- Obtains and enforces health insurance orders.
- Recommends cases for prosecution, prepares legal documents for court filing, assists attorneys in preparing cases, and testifies in court as necessary.
- Initiates and processes such legal actions as subpoenas, orders to show cause, registration of foreign support orders, notices of assignment, writs of execution, property liens, orders of examination, and contempt of court actions pertaining to the enforcement of child support.

- Responds to and investigates complaints from custodial and non-custodial parents regarding hidden assets and/or "under the table" employment.

CHILD SUPPORT SPECIALIST I – 3

- Accesses computerized databases and maintains computerized files. Responds to and complete numerous daily, weekly, and monthly automated task lists.
- Responds to inquiries from the public, private attorneys, appointed and elected officials.
- Provides case status information and interprets child support statutes, regulations, and procedures to custodial and non-custodial parents.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in office and courtroom environments; continuous contact with staff and the public.

Child Support Specialists are expected to handle a high volume of work which is deadline driven. Applicants must be able to prioritize, plan and project their work, but at the same time be flexible to changes at any moment, such as unscheduled visits from clients. They perform in a high-paced work environment.

It is important to understand that the actions you take as a Child Support Specialist impact the lives of clients and their families, both emotionally and financially.

CHILD SUPPORT SPECIALIST I – 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- Civil and criminal law, and Federal and California laws and regulations pertaining to the establishment, and enforcement of child support obligations.
- Sources, methods and techniques used to locate non-custodial parents, relatives and related persons, assets, income, and liabilities.
- Techniques and methods for establishing paternity.
- Child Support specific collection methods and techniques.
- Legal terminology used when explaining legal procedures to customers or the public.
- When and how to prepare and process a variety of child support related legal documents in a clear and concise manner.
- The structure and content of the English language.
- Basic mathematics and business arithmetic, including addition, subtraction, multiplication, division, fractions, percentages, and decimals.

Ability to:

- Apply specialized Federal child support laws and procedures as they apply to intergovernmental and international cases.
- Explain child support procedures, regulations, and requirements to individuals from a wide variety of educational and cultural backgrounds.
- Use effective interviewing techniques to interview a wide variety of people, over the telephone and in person.
- Use patience, tact and courtesy in firmly dealing with people who may be uncooperative, unreasonable, angry, upset, or hostile.
- Collect DNA samples to establish paternity.
- Use sound independent judgment to analyze factual information, situations, and people.
- Understand financial records such as tax records, income and expense reports, and employer earnings records to determine the amount of child support payment obligations.
- Compile multiple pieces of information clearly and concisely into an organized and understandable written report or oral presentation.
- Organize work and set priorities in order to meet critical deadlines with minimal direction.
- Exercise initiative within the limits of assigned duties.
- Maintain the confidentiality of sensitive or personal information.
- Establish rapport and maintain effective working relationships with coworkers, courts, attorneys, other agencies, and the public.

- Be flexible and supportive of change.
- Ability to prioritize multiple assignments having conflicting deadlines.
- Effectively use computer and other resources to prepare and manage cases.
- Enforce mandatory guideline child support orders that may not seem reasonable.

CHILD SUPPORT SPECIALIST I – 5

- Attach the wages of non-custodial parents who then allege they will not be able to support their current family.
- Revoke driver's licenses, required employment and professional licenses, and passports.
- Demonstrate sensitivity toward homeless individuals and families.
- Understand the responsibilities relative to mandatory reporting of child and adult abuse.

Training and Experience:

Two (2) years of full-time clerical experience which included interaction with the public;

OR

One year of full-time experience performing debt collections duties which included interviewing others for the purpose of collecting information;

OR

One year of full-time experience performing duties of a Child Support Assistant I or Office Assistant II in a Child Support Services Department;

OR

Completion of 60 semester or 90 quarter units of college. Qualifying experience or education may be combined in order to meet the above requirements. When combining education and experience, fifteen (15) semester units or twenty-two (22) quarter units equals six months of experience.

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. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

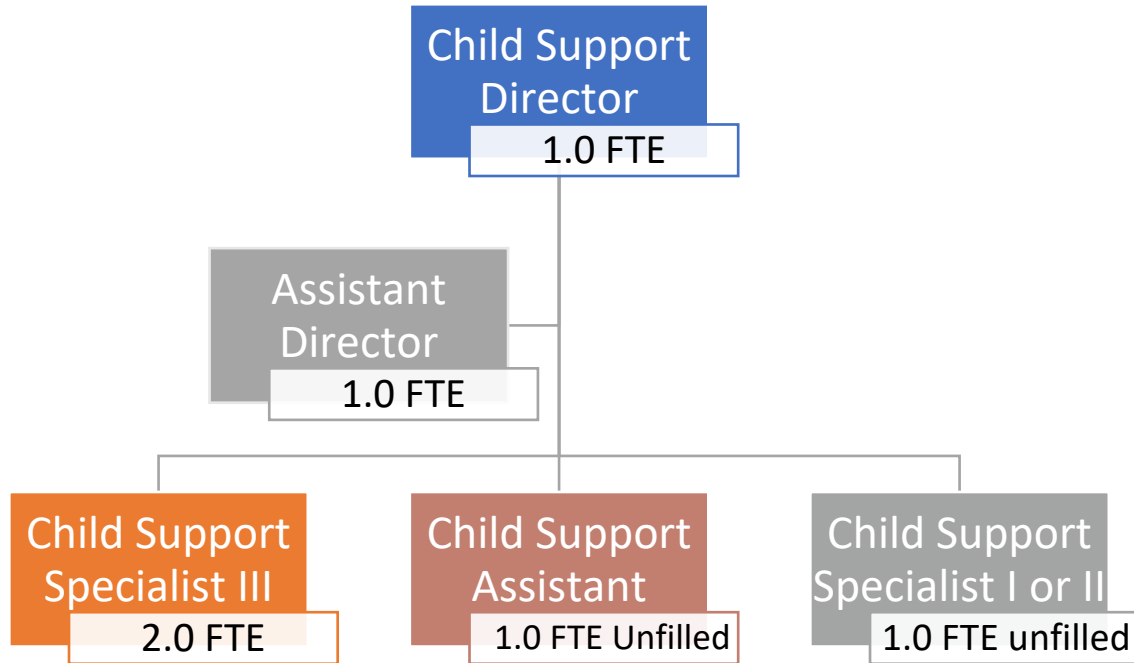
Some positions may require possession of special language proficiency as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Must pass a Department of Justice (DOJ) background check as required under IRS Publication 1075 as a condition of employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County

Last Revised: 07/2001

requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



PLUMAS COUNTY DEPT. OF
CHILD SUPPORT SERVICES
2022/2023 ORG CHART



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: John Mannle, Director of Public Works
MEETING DATE: February 7, 2023
SUBJECT: Appoint a Supervisor and an Alternate to Serve as a representative on the Flood Control Monterey Settlement Watershed Forum; discussion and possible action.

Recommendation

The Flood Control Manager recommends that the Flood Control Board of Directors appoint a Supervisor and Alternate representative to serve as a member of the Flood Control Water Forum to represent Plumas County in determining the use of Monterey Settlement funds.

Background and Discussion

Flood Control staff appeared before the Board of Supervisors on March 1, 2022 to request an appointment for two supervisors to serve on the Watershed Forum, one to serve and one as an alternate. Due to former Supervisor Thrall's retirement at the end of December 2022, the Forum requests appointment of an alternate and a reappointment of Supervisor Engel to serve on the Forum.

The Monterey Settlement Agreement stipulates that the settlement funds use be determined by a Watershed Forum made up of five members including one from Plumas County, three separate State Water Contractors and one from DWR.

Action:

Consider Appointing a Supervisor to Serve on the Flood Control Monterey Settlement Watershed Forum.

Attachments:

None



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Roni Towery
MEETING DATE: February 7, 2023
SUBJECT: Adopt RESOLUTION approving the Sheriff's Office to apply for and receive grant funds from the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

Adopt Resolution approving the Sheriff's Office to apply for and receive grant funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds

Background and Discussion

The Sheriff's Office has been applying for and receiving funding from the State of California, department of Parks and Recreation, Off-Highway Motor Vehicle (OHV) Division for more than 25 years. This Resolution is a yearly process necessary for continued funding from the state to the Sheriff's Office OHV program.

The current application requires a new Resolution by the Board that allows the Sheriff to apply for and administer a grant through the California Department of Parks and Recreation. There will be a 25% matching funds requirement to this application that is easily met by in-kind activities within the Sheriff's Office (i.e. calls handled on regular patrol assignments that involve off-highway vehicles and related Search & Rescue calls) as well as OHV in-lieu funds received from the state that are earmarked and spent on the department's OHV/OSV program. The Sheriff's Office does not rely on general fund monies to meet this requirement.

Action:

Adopt Resolution approving the Sheriff's Office to apply for and receive grant funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds

Attachments:

1. OHV Resolution for BOS approval

**Governing Body Resolution
Law Enforcement Off-Highway Vehicle Grant**

RESOLUTION NO. _____
RESOLUTION OF THE PLUMAS COUNTY BOARD of SUPERVISORS

**APPROVING THE APPLICANT TO APPLY FOR AND RECEIVE GRANT FUNDS
FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND
RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003 as amended, which provides funds to the State of California and its political subdivisions for, operation and maintenance, restoration, law enforcement and education and safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors hereby:

1. Approves the filing of an application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that acquisition and development projects be maintained to specific conservation standards; and
4. Certifies that the project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and

8. Appoints The Plumas County Sheriff as agent to conduct all negotiations, and execute and submit all documents including, but not limited to, applications, payment requests, and "subject to approval by the Board of Supervisors and County Counsel" agreements and amendments, which may be necessary for completion of the project.

Approved and Adopted on the _____ day of _____, 20 _____. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by _____ following a roll call vote:

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to form:


Joshua Brechtel
Deputy County Counsel



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: February 7, 2023

SUBJECT: Adopt RESOLUTION authorizing the Sheriff to sign a Letter of Agreement (LOA) with the Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ); to receive funding for the Domestic Cannabis Eradication/Suppression Program; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

Adopt Resolution authorizing Sheriff to sign Agreement #2023-33 with the U.S. Department of Justice, Drug Enforcement Administration for the Domestic Cannabis Eradication/Suppression Program.

Background and Discussion

The Sheriff's Office received a funding allotment from the U.S. Department of Justice (USDOJ), Drug Enforcement Administration (DEA) for the Domestic Cannabis Eradication & Suppression Program (DCESP) for 2023 in the amount of \$35,000. A supplemental budget will be submitted once a spending plan is determined and approved.

This funding is used specifically for expenses associated with eradicating illegal cannabis plants.

Action:

Adopt Resolution authorizing Sheriff to sign Agreement #2023-33 with the U.S. Department of Justice, Drug Enforcement Administration for the Domestic Cannabis Eradication/Suppression Program.

Attachments:

1. Resolution - DEA Agreement
2. DEA Agreement #2023-33

RESOLUTION NO. 23-_____

**AUTHORIZING THE SHERIFF TO EXECUTE AN AGREEMENT WITH THE DRUG
ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT
OF JUSTICE (DOJ)**

WHEREAS the U.S. Department of Justice, Drug Enforcement Administration (DEA) has authority to grant funding to local law enforcement agencies conducting marijuana eradication and suppression efforts;

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Plumas is authorized, on behalf of this Board of Supervisors, to participate in the program known as the DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP) and sign Agreement #2023-33 with the DEA, including any amendments of modification thereof; provided, however, that any amendments shall be subject to approval by the Purchasing Agent or this Board to the extent such approval is required by the Purchasing Policy or other County policy.

BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the ____ day of _____, 2023 by the following:

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel



www.dea.gov

**U.S. Department of Justice
Drug Enforcement Administration**

Springfield, Virginia 22152

Agreement Number 2023-33

THE DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria is not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows.

This Letter of Agreement (LOA) is entered into between the PLUMAS COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as (**THE AGENCY**), and the DEA, because DEA has determined that (**THE AGENCY**) has satisfied the criteria under either and/or both **Option 1 or Option 2**. In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

Letter of Agreement 2023-33

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marihuana in the Controlled Substances Act (21 U.S.C. § 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. Capture, maintain, and share with DEA data and statistics on its marijuana eradication efforts.
 - g. Follow all applicable state laws and guidelines.
 - h. **FOR AGENCIES FUNDED UNDER OPTION 2** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows.
 - i. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - j. Submit electronically a DEA monthly expenditure report, with a copy of **THE AGENCY** general ledger. If applicable, attach an invoice reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with the rental or leasing of vehicles or aircraft.
2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be consistent with *California* law and solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

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3. DEA will pay to **THE AGENCY** Federal funds in the amount of **THIRTY FIVE THOUSAND DOLLARS (\$35,000.00)** for the period of October 1, 2022 to September 30, 2023, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of “ditch weed”.

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate “shall not include any cost for benefits, such as retirement, FICA, or other expenses”, which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such

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licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

All purchases of equipment, supplies and other resources must be requested in writing, *through* the respective DEA Division, *to the Investigative Support Section (ODS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they are not automatically approved for purchase. All requests for purchases must be received in HQ/ ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per DOJ, none of the funds allocated to *THE AGENCY* may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with *THE AGENCY* or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, *THE AGENCY* agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless *THE AGENCY*:
 - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
 - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

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6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**’s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a LOA and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA’s payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments), and OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) which have been combined

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in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY23 (10/01/2022 through 09/30/2023)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.
11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for **six (6)** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

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13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.
15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.
16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31st.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** before the notice of termination. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. **THE AGENCY** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAM. The UEI is required when there is a need for more than one bank/electronic funds transfer account for a location.

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THE AGENCY may obtain the UEI via the internet (www.sam.gov) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

Note: It is THE AGENCY's responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current UEI is YXZZPBLCRFY6.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on 01/12/2023.

PLUMAS COUNTY SHERIFF'S DEPARTMENT

Printed Name & Signature: _____

Title: Todd Johns, Sheriff-Coroner Date: _____

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____

Special Agent in Charge, San Francisco Field Division Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2023-AFF-B-OP-OD/8210000/DEA-JLE-JDCE-OD009

Click or tap here to enter text.

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.



U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2022

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:

County of Plumas

Account Number:

Name of Bank/Financial Institution:

Address of Bank/Financial Institution:

Telephone Number of Bank/Financial Institution:

Contact Person of Bank/Financial Institution:

Bank/Financial Institution ABA Number:

State-Local Agency Name / LOA Number:

Plumas County Sheriff's Office/2023-33

E-mail Address for Agency's Financial/
Accounting Section for Transfer Notifications:

ronitowery@countyofplumas.com

Julie White, Treasurer-Tax Collector

Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

Date

Investigative Support Section (ODS)
DEA Headquarters



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Plumas County Sheriff's Office
1400 E. Main Street
Quincy, CA 95971

2. Application Number and/or Project Name

2023-33

3. Grantee IRS/Vendor Number

94-6000528

4. Typed Name and Title of Authorized Representative

Todd Johns, Sheriff

5. Signature

6. Date



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
 2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
 3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
 4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
 5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to the right to examine all records, books, papers, or documents related to the grant.
 7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
 8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14 approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
 10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
 11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
 12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the limits of the Coastal Barrier Resources System.

Approved as to form:

Joshua Brechtel
Deputy Plumas County Counsel

Signature

Date

Agency Name & LOA Number: **Plumas County Sheriff's Office /2023-33**



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sharon Sousa, Acting Behavioral Health Director
MEETING DATE: February 7, 2023
SUBJECT: It is respectfully requested the Board of Supervisors approve and authorize \$1040.00 no contract payment to Adventist Health St Helena for mental health doctor fees for specialty services.

Recommendation

It is respectfully requested the Board of Supervisors approve and authorize \$1040.00 no contract payment to Adventist Health St Helena for mental health doctor fees for specialty services.

Background and Discussion

It is respectfully requested the Board of Supervisors approve and authorize \$1040.00 no contract payment to Adventist Health St Helena for mental health doctor fees for specialty services.

Action:

It is respectfully requested the Board of Supervisors approve and authorize \$1040.00 no contract payment to Adventist Health St Helena for mental health doctor fees for specialty services.

Attachments:

1. 4.C.1.

St. Helena Hospital

Adventist Health

Adventist Health St. Helena
10 Woodland Rd.
St. Helena, CA 94574
NPI 1720078082

TAX I.D. 94-1279779

Adventist Health Vallejo
St Helena Hospital
525 Oregon St
Vallejo, CA 94590
NPI 1851381990

JAN 11 2 2023
8202 8/8 2023

Physician Fee's Invoice

Bill To
Plumas County Mental Health
2700 County Hospital Rd., Ste. 109 Quincy, CA 95971

PLEASE REMIT TO:
Adventist Health
PO Box 888845
Los Angeles, CA
90088-8845

Date	Invoice #
1/3/2023	48700474002

Terms

DOCTOR	PATIENT NAME	I.D. NUMB...	DOS	PROCEDURE / DX	RATE
Clark, A 1841646353		97735377C	11/3/2022	99223 / F25.9	130.00
Lewerenz, H. 1891902698			11/4/2022	99233 / F25.9	130.00
Clark, A 1841646353			11/5/2022	99233 / F25.9	130.00
Clark, A 1841646353			11/6/2022	99233 F25.9	130.00
Clark, A 1841646353			11/7/2022	99233 / F25.9	130.00
Clark, A 1841646353			11/8/2022	99233 / F25.9	130.00
Clark, A 1841646353			11/9/2022	99233 / F25.9	130.00
Clark, A 1841646353			11/10/2022	99239 / F25.9	130.00

PLEASE REMIT TO:
Adventist Health
PO Box 888845
Los Angeles, CA 90088-8845

Any questions, contact Beverly Crites at 707-963-3611 ext 3544 or critesbj@ah.org

Total	\$1,040.00
Payments/Credits	\$0.00
Balance Due	\$1,040.00



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sharon Sousa, Acting Behavioral Health Director
MEETING DATE: February 7, 2023
SUBJECT: It is respectfully requested the Board of Supervisors approve and authorize \$3356.00 no contract payment to CEP America Psychiatry Professional Corporation for mental health doctor fees for specialty services.

Recommendation

It is respectfully requested the Board of Supervisors approve and authorize \$3356.00 no contract payment to CEP America Psychiatry Professional Corporation for mental health doctor fees for specialty services.

Background and Discussion

It is respectfully requested the Board of Supervisors approve and authorize \$3356.00 no contract payment to CEP America Psychiatry Professional Corporation for mental health doctor fees for specialty services.

Action:

It is respectfully requested the Board of Supervisors approve and authorize \$3356.00 no contract payment to CEP America Psychiatry Professional Corporation for mental health doctor fees for specialty services.

Attachments:

1. 4.B.2.



PRIMARY

PLUMAS CTY BEHAVIORAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA PLUMAS CTY BEHAVIORAL HEALTH		PICA	
1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER (Medicare #) (Medicaid #) (ID#/DoD#) (Member ID#) (ID#) (ID#) <input checked="" type="checkbox"/> (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1) 97278450F	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) A.G.		3. PATIENT'S BIRTH DATE SEX F <input type="checkbox"/>	
5. PATIENT'S ADDRESS (No., Street) CITY STATE CA ZIP CODE TELEPHONE (Include Area Code)		4. INSURED'S NAME (Last Name, First Name, Middle Initial) SAME 7. INSURED'S ADDRESS (No., Street) SAME CITY STATE ZIP CODE TELEPHONE (Include Area Code)	
6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		8. RESERVED FOR NUCC USE	
10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 10d. CLAIM CODES (Designated by NUCC)		11. INSURED'S POLICY GROUP OR FECA NUMBER 32M1 PLUMAS a. INSURED'S DATE OF BIRTH SEX MM DD YY F <input type="checkbox"/> b. OTHER CLAIM ID (Designated by NUCC) c. INSURANCE PLAN NAME OR PROGRAM NAME MEDI CAL PSYCH d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a and 9d.	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNATURE ON FILE 11 30 22 SIGNED DATE		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNATURE ON FILE SIGNED	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE QUAL MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN HAZEL ALEXANDER D O		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY FROM 11 16 22 TO 11 21 22	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. F20.9 B. C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER	
24. A. DATE(S) OF SERVICE From To B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. # MM DD YY MM DD YY CRT/HCPCS MODIFIER		25. FEDERAL TAX I.D. NUMBER SSN EIN 26. PATIENT'S ACCOUNT NO. 27. ACCEPT ASSIGNMENT? (For gov. claims, see back) 28. TOTAL CHARGE 29. AMOUNT PAID 30. Rsvd for NUCC use 81 1306232 <input checked="" type="checkbox"/> X H0800000689401 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 536 00 \$	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) ALEXANDER HAZEL D O 20A8379 11 30 22		32. SERVICE FACILITY LOCATION INFORMATION WOODLAND MEM HOSPITAL 1325 COTTONWOOD ST WOODLAND CA 95695-5131 a1922116037 b.	
33. BILLING PROVIDER INFO & PH. # (800) 498 7157 CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411 a 1386158491 b EI81 1306232			

NUCC Instruction Manual available at: www.nucc.org

EMPLOYER UNEMPLOYED WCMIS 1500CS-12

PLEASE PRINT OR TYPE

CLASS 044 MISCC

APPROVED OMB 0938-1197 FORM 1500 (02/12)

0001 CV 99995



PRIMARY

PLUMAS CTY BEHAVIORAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

2

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA PLUMAS CTY BEHAVIORAL HEALTH										PICA	
1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> (ID#)										1a. INSURED'S I.D. NUMBER (For Program in item 1) 97278450F	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) [REDACTED]										3. PATIENT'S BIRTH DATE [REDACTED] SEX [REDACTED]	
4. INSURED'S NAME (Last Name, First Name, Middle Initial) SAME										5. INSURED'S ADDRESS (No., Street) [REDACTED]	
6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>										7. INSURED'S ADDRESS (No., Street) SAME	
8. RESERVED FOR NUCC USE										CITY STATE CA	
9. RESERVED FOR NUCC USE										CITY STATE	
10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> b. AUTO ACCIDENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> c. OTHER ACCIDENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> 10d. CLAIM CODES (Designated by NUCC)										11. INSURED'S POLICY GROUP OR FECA NUMBER 32M1 PLUMAS a. INSURED'S DATE OF BIRTH MM DD YY [REDACTED] SEX F <input type="checkbox"/> b. OTHER CLAIM ID (Designated by NUCC) [REDACTED] c. INSURANCE PLAN NAME OR PROGRAM NAME MEDI CAL PSYCH d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If yes, complete items 9, 9a and 9d.	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNATURE ON FILE 11 30 22 SIGNED DATE										13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNATURE ON FILE SIGNED	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL										15. OTHER DATE MM DD YY QUAL	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN HAZEL ALEXANDER D O										18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY 11 16 22 11 21 22	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)										20. OUTSIDE LAB? \$ CHARGES YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. F20.9 B. C. D. E. F. G. H. I. J. K. L. ICD Ind. 0										22. RESUBMISSION CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER	
24. A. DATE(S) OF SERVICE From To B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. #											
11 17 22 11 17 22 51 99233 A 558 00 1 NPI 1891769105											
25. FEDERAL TAX I.D. NUMBER SSN EIN 81 1306232 [X]										26. PATIENT'S ACCOUNT NO. H0800000689401	
27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>										28. TOTAL CHARGE \$ 558 00	
29. AMOUNT PAID \$										30. Rsvd for NUCC use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) ALEXANDER HAZEL D O 20A8379 11 30 22										32. SERVICE FACILITY LOCATION INFORMATION WOODLAND MEM HOSPITAL 1325 COTTONWOOD ST WOODLAND CA 95695-5131 a. 1922116037 b.	
33. BILLING PROVIDER INFO & PH. # (800) 498 7157 CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411 a. 1386158491 b. EI81 1306232											

NUCC Instruction Manual available at: www.nucc.org

EMPLOYER UNEMPLOYED NCOMS-1500CS-12

PLEASE PRINT OR TYPE

CLASS 044 MISCC

APPROVED OMB 0938-1197 FORM 1500 (02-12)

0002 CV 99995



PRIMARY

PLUMAS CTY BEHAVIORAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

4

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA PLUMAS CTY BEHAVIORAL HEALTH		PICA	
1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER (Medicare #) (Medicaid #) (ID#/DoD#) (Member ID#) (ID#) (ID#)		1a. INSURED'S ID. NUMBER (For Program in Item 1) 97278450F	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		4. INSURED'S NAME (Last Name, First Name, Middle Initial) SAME	
3. PATIENT'S BIRTH DATE SEX		7. INSURED'S ADDRESS (No., Street) SAME	
5. PATIENT'S ADDRESS (No., Street) CITY STATE CA TELEPHONE (Include Area Code)		8. RESERVED FOR NUCC USE CITY STATE ZIP CODE TELEPHONE (Include Area Code)	
6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		11. INSURED'S POLICY GROUP OR FECA NUMBER 32M1 PLUMAS	
10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		12. INSURED'S DATE OF BIRTH SEX MM DD YY F <input type="checkbox"/> M <input type="checkbox"/>	
11. OTHER INSURED'S POLICY OR GROUP NUMBER a. RESERVED FOR NUCC USE b. RESERVED FOR NUCC USE c. RESERVED FOR NUCC USE d. INSURANCE PLAN NAME OR PROGRAM NAME		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNATURE ON FILE 11 30 22	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNATURE ON FILE 11 30 22		14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL 15. OTHER DATE MM DD YY QUAL 16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN SINGH RAVINDERJIT M D		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY 19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	
20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. F20.9 B. C. D. E. F. G. H. I. J. K. L.	
22. RESUBMISSION CODE ORIGINAL REF. NO.		23. PRIOR AUTHORIZATION NUMBER	
24. A. DATE(S) OF SERVICE From To B. PLACE OF SERVICE C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OF UNITS H. EPSTD Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. #			
11 19 22 11 19 22 51 99233 A 558 00 1 NPI 1265695563			
25. FEDERAL TAX ID, NUMBER SSN EIN 81 1306232 <input checked="" type="checkbox"/> X		26. PATIENT'S ACCOUNT NO. H0800000689401	
27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 558 00	
29. AMOUNT PAID \$		30. Rsvd for NUCC use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) RAVINDERJI SINGH M D 11 30 22		32. SERVICE FACILITY LOCATION INFORMATION WOODLAND MEM HOSPITAL 1325 COTTONWOOD ST WOODLAND CA 95695-5131	
33. BILLING PROVIDER INFO & PH. # (800) 498 7157 CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411		a. 1386158491 b. EI81 1306232	

NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE

APPROVED OMB 0938-1197 FORM 1500 (02-12)

EMPLOYER UNEMPLOYED WCMS-1500CS-12

CLASS 044 MISCC

0004 CV 99995



PRIMARY

PLUMAS CTY BEHAVIORAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

5

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA PLUMAS CTY BEHAVIORAL HEALTH		PICA	
1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER (Medicare #) (Medicaid #) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1) 97278450F	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		4. INSURED'S NAME (Last Name, First Name, Middle Initial) SAME	
5. PATIENT'S ADDRESS (No., Street) CITY STATE ZIP CODE TELEPHONE (Include Area Code)		7. INSURED'S ADDRESS (No., Street) CITY STATE ZIP CODE TELEPHONE (Include Area Code)	
3. PATIENT'S BIRTH DATE SEX		6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>	
8. RESERVED FOR NUCC USE		11. INSURED'S POLICY GROUP OR FECA NUMBER 32M1 PLUMAS	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		a. INSURED'S DATE OF BIRTH SEX MM DD YY M <input checked="" type="checkbox"/> F <input type="checkbox"/>	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		b. OTHER CLAIM ID (Designated by NUCC)	
b. RESERVED FOR NUCC USE		c. INSURANCE PLAN NAME OR PROGRAM NAME MEDI CAL PSYCH	
c. RESERVED FOR NUCC USE		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a and 9d.	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNATURE ON FILE 11 30 22 SIGNED DATE		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNATURE ON FILE SIGNED	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE MM DD YY QUAL	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN SINGH RAVINDERJIT M D		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY FROM 11 16 22 TO 11 21 22	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. F20.9 B. C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE ORIGINAL REF. NO.	
24. A. DATE(S) OF SERVICE From To B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. ICD-9 CM I. ID. QUAL. J. RENDERING PROVIDER ID. #		23. PRIOR AUTHORIZATION NUMBER	
11 20 22 11 20 22 51 99233 A 558 00 1 NPI 1265695563			
25. FEDERAL TAX I.D. NUMBER SSN EIN 81 1306232 <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. H0800000689401	
27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 558 00	
29. AMOUNT PAID \$		30. Rsvd for NUCC use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) RAVINDERJI SINGH M D 120812 11 30 22		32. SERVICE FACILITY LOCATION INFORMATION WOODLAND MEM HOSPITAL 1325 COTTONWOOD ST WOODLAND CA 95695-5131 a. 1922116037 b.	
33. BILLING PROVIDER INFO & PH. # (800) 498 7157 CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411 a. 1386158491 b. EI81 1306232			

NUCC instruction Manual available at: www.nucc.org

EMPLOYER UNEMPLOYED WCMG-1500CS-12

PLEASE PRINT OR TYPE

CLASS 044 MISCC

APPROVED OMB 0938-1197 FORM 1500 (02-12)

0005 CV 99995



PRIMARY

6

PLUMAS CTY BEHAVIORAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

HEALTH INSURANCE CLAIM FORM

DEC 09 2022

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA PLUMAS CTY BEHAVIORAL HEALTH

PICA

1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> (ID#)		1a. INSURED'S I.D. NUMBER (For Program in Item 1) 97278450F	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		3. PATIENT'S BIRTH DATE SEX	
5. PATIENT'S ADDRESS (No., Street) CITY STATE ZIP CODE TELEPHONE (Include Area Code)		4. INSURED'S NAME (Last Name, First Name, Middle Initial) SAME	
6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S ADDRESS (No., Street) CITY STATE ZIP CODE TELEPHONE (Include Area Code)	
8. RESERVED FOR NUCC USE		11. INSURED'S POLICY GROUP OR FECA NUMBER 32M1 PLUMAS	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		a. INSURED'S DATE OF BIRTH SEX	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		b. OTHER CLAIM ID (Designated by NUCC)	
b. RESERVED FOR NUCC USE		c. INSURANCE PLAN NAME OR PROGRAM NAME MEDI CAL PSYCH	
c. RESERVED FOR NUCC USE		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a and 9d.	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
<p>READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.</p> <p>12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.</p> <p>SIGNATURE ON FILE 11 30 22</p> <p>SIGNED DATE</p>			
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE MM DD YY QUAL	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN MACDONALD TIMOTHY M D		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 11 16 22 TO 11 21 22	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. F20.9 B. C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER		24. A. DATE(S) OF SERVICE From To B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSDT I. ID. QUAL J. RENDERING PROVIDER ID. #	
11 21 22 11 21 22 51 99239 A 588 00 1 NPI 1568811073			
25. FEDERAL TAX I.D. NUMBER SSN EIN 81 1306232 <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. H0800000689401	
27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 588 00	
29. AMOUNT PAID \$		30. Rsvd for NUCC use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) TIMOTHY MACDONALD M D SIGNED 11 30 22		32. SERVICE FACILITY LOCATION INFORMATION WOODLAND MEM HOSPITAL 1325 COTTONWOOD ST WOODLAND CA 95695-5131 a. 1922116037 b.	
33. BILLING PROVIDER INFO & PH. # (800) 498 7157 CEP AMERICA PSYCHIATRY PC 1601 CUMMINS DR STE D MODESTO CA 95358-6411 a. 1386158491 b. EI81 1306232			

SECOND FOLD - WHICF-10-ENV / WHCF-10-ENV-S

FIRST FOLD - WHICF-10-ENV / WHCF-10-ENV-S

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION



PLUMAS COUNTY CHILD SUPPORT SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Michelle Blackford, Director of Child Support Services

MEETING DATE: February 7, 2023

SUBJECT: Adopt RESOLUTION to amend the position allocation for Budget Year 2022/2023 for department #70280 - Child Support Services; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

Adopt **RESOLUTION** amending the Child Support Position Allocation for budget year 2022/2023.

Background and Discussion

The FY 2022/23 Position Allocation for the Department of Child Support Services no longer serves the needs of the Child Support caseload. Over the past decade there have been multiple technical, legal, and caseload changes that necessitate a shift in positions and skills needed to manage the current caseload. For example, the caseload no longer requires a full-time Legal Clerk, as those duties now fall within the duties of a Child Support Specialist (Case Manager). The recommended change to our Position Allocation better suits the management of our caseload and falls well within the budgeted salaries for the Department. There is no change to the total FTE positions allocated.

Department 70280	CURRENT FTE	PROPOSED FTE
Child Support Legal Clerk I/II/III	1.0	0.0
Child Support Specialist I/II/III OR Child Support Asst I/II/III	3.0	4.0

Action:

It is recommended that the Board of Supervisors adopt the attached Resolution, effective immediately, amending the FY 2022/23 FTE Position Allocation as outlined in the Background information above.

Attachments:

1. RESOLUTION Position Allocation Child Support
2. Child Support Allocations 2022_2023

RESOLUTION NO. 2023- _____

**RESOLUTION TO AMEND THE POSITION ALLOCATION FOR FISCAL YEAR
2022/2023 FOR THE DEPARTMENT OF
#70280 – Child Support Services**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2022/2023 Job Classification Plan covering all positions in the County service; and

WHEREAS, this FTE position reallocation is necessary in order to efficiently carry out the duties of the Plumas County Department of Child Support Services; and

WHEREAS, it is needed to amend the Position Allocation for Fiscal Year 2022/2023 in order to accommodate the hiring of relevant Child Support staff as current positions become vacated; and

WHEREAS, this request was brought to the attention of the Human Resource Director who is now requesting approval of this resolution to amend the Fiscal Year 2022/2023 Position Allocation for fund #70280; and

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

Approve the Position Allocation as follows:

<u>Department 70280</u>	<u>Current FTE</u>	<u>Proposed FTE</u>
Child Supp Legal Clerk I/II/III	1.0	0.0
<u>Department 70280</u>	<u>Current FTE</u>	<u>Proposed FTE</u>
Child Supp Specialist I/II/III OR		
Child Supp Assistant I/II/III	3.0	4.0

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 7th day of February 2023 by the following vote:

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

Chair, Board of Supervisors

Clerk, Board of Supervisors

Approved as to form:


Sara James
Deputy County Counsel II

Allocations 2022/2023					
CLASSIFICATION		21/22 Positions Adopted	22/23 Positions Requested	22/23 Positions Recommended	22/23 Positions Adopted
ENGINEERING-PUBLIC WORKS	20210				
Senior Engineering Technician OR		1.000	1.000	1.000	1.000
Engineering Technician I/II					
Fiscal & Technical Service Assistant I/II/III		1.000	1.000	1.000	1.000
Recording Secretary		0.500	0.000	0.000	0.000
		2.500	2.000	2.000	2.000
INFORMATION TECHNOLOGY	20220				
Director of Information Technology		1.000	1.000	1.000	1.000
Systems Analyst I/II		1.000	1.000	1.000	1.000
Office Automation Analyst		0.000	0.000	0.000	0.000
Programmer Analyst		1.000	1.000	1.000	1.000
Office Automation Specialist		1.000	1.000	1.000	1.000
Telecommunications Technician		0.000	0.000	0.000	0.000
		4.000	4.000	4.000	4.000
RECORDS MANAGEMENT	20469				
Clerk/Recorder		0.1042	0.1042	0.1042	0.1042
Asst. County Clerk/Recorder		0.1042	0.1042	0.1042	0.1042
		0.2084	0.2084	0.2084	0.2084
RECORDS MODERNIZATION	22411				
Clerk/Recorder		0.020	0.020	0.020	0.020
Asst. County Clerk/Recorder		0.020	0.020	0.020	0.020
		0.040	0.040	0.040	0.040
GENERAL TOTALS		55.2242	55.7242	55.7242	55.7242
PUBLIC PROTECTION					
CHILD SUPPORT SERVICES	70280				
Director of Child Support Services		1.000	1.000	1.000	1.000
Deputy Child Support Attorney I/II		0.000	0.000	0.000	0.000
Assistant Director of Child Support Services OR		1.000	1.000	1.000	1.000
Community Outreach Coordinator					
Department Fiscal Officer I/II OR		0.000	0.000	0.000	0.000
Child Support Accounting Specialist					
Supervising Child Support Specialist		0.000	0.000	0.000	0.000
Program Training Compliance Analyst		0.000	0.000	0.000	0.000
Child Support Specialist I/II/III OR		3.000	3.000	3.000	3.000
Child Support Assistant I/II/III					
Child Support Services Legal Clerk I/II/III		1.000	1.000	1.000	1.000
Administrative Assistant I/II		0.000	0.000	0.000	0.000
Fiscal and Technical Services Assistant I/II/III		0.000	0.000	0.000	0.000
Office Assistant I/II/III		0.000	0.000	0.000	0.000
		6.000	6.000	6.000	6.000



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: February 7, 2023

SUBJECT: Adopt **RESOLUTION** authorizing request for Regional Early Action Planning Grants Program (REAP 2.0) funding not to exceed \$2,060,000; approved as to form by County Counsel - discussion and possible action

Recommendation

Adopt **RESOLUTION** authorizing request for Regional Early Action Planning Grants Program (REAP 2.0) funding not to exceed \$2,060,000

Background and Discussion

State Department of Housing and Community Development (HCD) authorized up to \$30,000,000 to Rural Entities under the Regional Early Action Planning grants program (REAP 2.0). HCD issued a Notice of Funding Availability (NOFA) on July 26, 2022 for REAP 2.0 grants available to Rural Entities.

Plumas County Planning Department conducted public outreach meetings on December 20, 2022 and December 29, 2022 in order to seek public input and develop priorities on category(ies) of allowable uses and amounts, the blend of planning and implementation uses, the amount retained by Plumas County versus suballocations, and various other program components of the State REAP 2.0 application.

Plumas County is part of the "Far North" geography category that includes the following additional counties: Lassen, Modoc, Sierra, and Siskiyou. The maximum total amount allowable for the Far North counties is \$2,060,042.77.

Plumas County applied for a REAP 2.0 grant allocation on December 31, 2022 in the amount of \$2,060,000.00.

The lack of affordable housing units in infill areas for those wanting to live and work in rural Plumas County (i.e., towns with multiple existing land uses near jobs, transportation, and services) impacts the local quality of life and prevents individuals and families from securing a permanent housing solution. The inadequate supply of affordable housing disproportionately impacts the County's most vulnerable residents including those that are lower income.

Plumas proposes to utilize REAP 2.0 funds under the allowable use category "accelerating infill development that facilitates housing supply, choice, and affordability" for an affordable housing development project that will fund predevelopment land acquisition costs, predevelopment preparation of plans and drawings, and large expenditures and capital investments. Additionally, grant administration costs are proposed.

Plumas, in a regional collaboration with Sierra County and the Rural Communities Housing Development Corporation (RCHDC), or development sponsor committed through a Memorandum of Understanding (MOU) executed by the County and RCHDC on February 11, 2021, is planning a 34-unit multifamily apartment complex for permanent supportive affordable housing. Plumas funding from a REAP 2.0 award would be suballocated to RCHDC as the affordable housing developer in support of the development project. Grant administration will be retained by the County. RCHDC, has site control of a parcel in Quincy/East Quincy with an Option Agreement extending through December 2023. The 1.29 acre planned project parcel is zoned "M-

R” Multiple-Family Residential. Plumas and Sierra counties behavioral health departments have committed to setting aside 15 units for special needs populations with extremely low-income, not to exceed 30% of the Area Median Income, whereas 18 units will be designated as affordable to lower income households at 60% and below the Area Median Income, and the remaining 1 unit will be an unrestricted market rate full-time property manager unit.

AUTHORIZING RESOLUTION

- County is authorized and directed to request an allocation of funds not to exceed \$2,060,000.
- County Administrative Officer, or designee Planning Director, is authorized to execute the Request for Funds.
- County represents and certifies that it will use all such funds only for eligible activities.
- County Administrative Officer, or designee Planning Director, is authorized to enter into, execute, and deliver a State of California Standard Agreement for the amount of \$2,060,000.00 and any and all other documents required or deemed necessary or appropriate to evidence and secure the REAP 2.0 Allocation, the Rural Entity obligations related thereto, and all amendments the Department deems necessary and in accordance with REAP 2.0.

Action:

Adopt **RESOLUTION** authorizing request for REAP 2.0 funding not to exceed \$2,060,000

Attachments:

1. REAP2.0_PlumasCounty_Resolution

RESOLUTION NO. 2023-_____
COUNTY OF PLUMAS
REGIONAL EARLY ACTION PLANNING GRANTS PROGRAM (REAP 2.0)
AUTHORIZING RESOLUTION

A necessary quorum and majority of the Board of Supervisors of the County of Plumas ("Rural Entity" and "Applicant") hereby consents to, adopts and ratifies the following resolution:

- A. WHEREAS**, the Department is authorized to provide up to \$30,000,000 to Rural Entities ("Applicant") listed in Health and Safety Code Section 50515.08, subdivisions (a)(1)-(6) under the Regional Early Action Planning grants program (REAP 2.0), as detailed in Health and Safety Code Section 50515.08-10;
- B. WHEREAS**, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability on July 26, 2022 for REAP 2.0 grants available to Rural Entities;
- C. WHEREAS**, Applicant is a Rural Entity eligible to submit a Request for Funds pursuant to Health and Safety Code Section 50515.08(c) to develop and accelerate the implementation of the requirements described in Health and Safety Code section 50515.08(c)(1); and
- D. WHEREAS**, the Department shall approve the Request for Funds, subject to the terms and conditions of Eligibility, Guidelines, NOFAs, Program requirements, and the Standard Agreement by and between the Department and REAP 2.0 Grant Recipients.

NOW THEREFORE BE IT RESOLVED THAT:

- 1. Applicant is hereby authorized and directed to request an allocation of funds not to exceed \$2,060,000.00 (the amount allocated pursuant to Health and Safety Code section 50515.07(a) consistent with the methodology described in 50515.09(a)).
- 2. The County Administrative Officer, or designee Planning Director, is authorized to execute the Request for Funds, on behalf of the Rural Entity as required by the Department for receipt of REAP 2.0 funds.
- 3. When Rural Entity receives an allocation of REAP 2.0 funds in the authorized amount of not to exceed \$2,060,000.00 from the Department pursuant to the above referenced Request for Funds, it represents and certifies that it will use all such funds only for eligible activities as set forth in Health and Safety Code section 50515.08(c)(1), as approved by the Department and in accordance with all REAP 2.0 requirements, guidelines, all applicable state and federal statutes, rules, regulations, and the Standard Agreement executed by and between the Applicant and the Department.

4. The County Administrative Officer, or designee Planning Director, is authorized to enter into, execute, and deliver a State of California Standard Agreement for the amount of \$2,060,000.00 and any and all other documents required or deemed necessary or appropriate to evidence and secure the REAP 2.0 Allocation, the Rural Entity obligations related thereto, and all amendments the Department deems necessary and in accordance with REAP 2.0.

PASSED AND ADOPTED at a regular meeting of the County of Plumas Board of Supervisors this _____ day of _____, 2023 by the following vote:

AYES:

ABSTENTIONS:

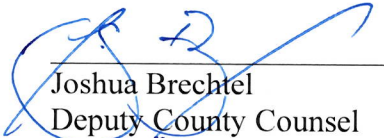
NOES:

ABSENT:

Dwight Ceresola
Chair, Plumas County Board of Supervisors

ATTEST: _____
Heidi White
Clerk of said Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize Chair to sign Funding Agreement Amendment No. 1 by and between County of Plumas and Sierraville Public Utility District in the amount of \$1,132,660 for Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant; approved as to form by County Counsel - discussion and possible action. Roll call vote

Recommendation

Approve and authorize Chair to sign Funding Agreement Amendment No. 1 for Sierraville Public Utility District (SPUD) under DWR Proposition 1 Round 1 (P1R1) Integrated Regional Water Management (IRWM) Implementation Grant

Background and Discussion

The County and SPUD entered into a written Funding Agreement on August 18, 2021 to provide funding to SPUD project entitled Alternative Water Source Development. The project consists of the demolition of the existing booster building and construction of a new fire-resistant booster building, including booster pumps, control center, a new SCADA telemetry system, onsite power generation, and drainage and site improvements. The project will modernize and improve pumping reliability, provide power generation during power outages, and increase firefighting capabilities.

In late 2022 coordination occurred with State Department of Water Resources (DWR) to amend the P1R1 Grant Agreement to include the Urban Multi-Benefit Drought DAC Set Aside funding of \$525,000, including Grant Administration by Plumas County (\$20,000) and additional funding for SPUD project in the amount of \$505,000 due to the rising cost of labor and materials and inflationary factors.

SPUD P1R1 current funding is \$627,660, and with the addition of \$505,000, SPUD grant now totals \$1,132,660.

AMENDMENT NO. 1

On October 13, 2022, the County and DWR executed Amendment 1 to the Grant Agreement because of an increase in available time and funding. Now the County is proposing to amend the Funding Agreement with SPUD, as follows:

- Disperse Grant Agreement funds not to exceed One Million One-Hundred and Thirty-Two Thousand Six-Hundred and Sixty Dollars (\$1,132,660).
- All construction and implementation work shall be completed by December 31, 2023, and all project administration by January 31, 2024.

Except as set forth in Amendment No. 1, all provisions of the original SPUD Funding Agreement executed on August 18, 2021, shall remain unchanged and in full force and effect.

Action:

Approve and authorize Chair to sign Funding Agreement Amendment No. 1 in the amount of \$1,132,660 for SPUD under DWR P1R1 IRWM Implementation Grant

Attachments:

1. DWR_P1R1_SPUD_FundingAmend No. 1

FUNDING AGREEMENT AMENDMENT NO. 1
COUNTY OF PLUMAS AND SIERRAVILLE PUBLIC UTILITY DISTRICT
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT

This Amendment No. 1 to the FUNDING AGREEMENT is entered into by and between the County of Plumas ("County") and Sierraville Public Utility District, a local government special district ("Contractor" or "Local Project Sponsor"), or collectively the PARTIES, who agrees as follows.

A. RECITALS: This Amendment No. 1 is made with reference to the following facts and objectives:

- a. County and Contractor entered into a written FUNDING AGREEMENT executed on August 18, 2021, (the "Agreement"), in which Contractor received funding from the Department of Water Resources of the State of California ("State" or "DWR") under County executed Grant Agreement Number 4600013818 ("Grant Agreement") with the County to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") to assist in financing projects included in and implemented under the Upper Feather River ("UFR") Integrated Regional Water Management Plan ("IRWM Plan") pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740). The Local Project Sponsor's Grant Agreement project is entitled Alternative Water Source Development ("Project 1").
- b. On October 13, 2022, the County and DWR executed Amendment 1 to the Grant Agreement (Number 4600013818), and because of an increase in available time and funding, the parties desire to change the FUNDING AGREEMENT.

B. AMENDMENTS: The parties agree to amend the FUNDING AGREEMENT as follows:

B. CONTRACTOR SHALL:

3. Adhere to Project 1 Budget and Schedule in accordance with Amendment 1 to the Grant Agreement (Exhibits B and C).

C. COUNTY SHALL:

1. Disperse Grant Agreement funds not to exceed One Million One-Hundred and Thirty-Two Thousand Six-Hundred and Sixty Dollars (\$1,132,660) to Contractor, as set forth in Amendment 1 to the Grant Agreement Project 1 Budget (Exhibit B).

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

1. TERM. The term of this FUNDING AGREEMENT begins on June 27, 2020 and all construction and implementation work shall be completed by December 31, 2023, and all project administration by January 31, 2024, in accordance with Amendment 1 to the Grant Agreement and Project 1 Schedule.

C. EFFECTIVENESS OF AGREEMENT: Except as set forth in this Amendment No. 1 of the FUNDING AGREEMENT, all provisions of the FUNDING AGREEMENT executed on August 18, 2021, shall remain unchanged and in full force and effect.

In executing this Amendment No. 1 to the FUNDING AGREEMENT, each individual represents that he or she is fully authorized to execute and deliver this Amendment No. 1 and the County (Grantee) demonstrates that Contractor (Local Project Sponsor) is aware of and will comply with the provisions of the Grant Agreement between DWR (State) and County (Grantee).

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the FUNDING AGREEMENT.

COUNTY OF PLUMAS

SIERRAVILLE PUBLIC UTILITY DISTRICT

Dwight Ceresola, Chair
Board of Supervisors

DATE

Lee Wright
Board President

DATE

ATTEST

Heidi White
Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel

1/18/2023

ATTACHMENT 1

GRANT AGREEMENT
BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AND
COUNTY OF PLUMAS
AGREEMENT NUMBER 4600013818
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT
AMENDMENT 1
EXECUTED OCTOBER 13, 2022

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
COUNTY OF PLUMAS
AGREEMENT NUMBER 4600013818
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
AND
2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM
AMENDMENT 1**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the County of Plumas, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) and the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq. and 13198). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq. By executing this Agreement, the Grantee certifies that the purpose of "Project 1: Alternative Water Source Development" is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by April 30, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after July 31, 2024.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$1,527,536.
- 4) **GRANTEE COST SHARE.** Not applicable to this agreement.
- 5) **BASIC CONDITIONS.**
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to

complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.

B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines). The Grantee shall demonstrate compliance with all eligibility criteria for Project 1 as set forth on pages 3-8, inclusive, of the 2021 Urban and Multibenefit Drought Relief Solicitation Program Guidelines and Solicitation Package.
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Eligible dates for cost reimbursements are listed in Exhibit B (Budget).

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the eligible dates for cost reimbursements as listed in Exhibit B (Budget).
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this Program.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local

Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and

when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment.

Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issue for Project 1. Project 1 may receive an advanced payment of twenty-five (25) percent of its additional grant award added pursuant to Amendment 1; the remaining seventy-five (75) percent of the additional grant award added pursuant to Amendment 1 will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of Amendment 1 of this Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of Amendment 1 of this Agreement will not be eligible to receive an advanced payment.

The Advanced Payment Request shall contain the following:

- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

- iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
 - D. Failure to deposit funds in a non-interest-bearing account.
 - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
 - F. Inappropriate use of funds, as deemed by DWR.
 - G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.

- ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

- 12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.

K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall

be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).

- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, “Advanced Payment.”
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
 - D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
 - E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”
- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit J, “Project Monitoring Plan Guidance.”
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
- E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- A. By delivery in person.
- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

County of Plumas

Kevin Goss
Chair, Board of Supervisors
520 Main Street, Room 309
Quincy, CA 95971
Phone: (530) 283-6170
Email: kevin.goss4district2@gmail.com

Direct all inquiries to the Project Manager:

Department of Water Resources

LeAnne Sweeny
Environmental Scientist
PO Box 942836
Sacramento, CA 94236-0001
Phone: (916) 271-0842
Email: LeAnne.Sweeny@water.ca.gov

County of Plumas

Tracey Ferguson, AICP
Planning Director, Planning Department
555 Main Street
Quincy, CA 95971
Phone: (530) 283-6214
Email: TraceyFerguson@countyofplumas.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement Amendment 1.


STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Manager, Division of Regional Assistance

Date 10/13/2022

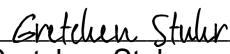
COUNTY OF PLUMAS



Kevin Goss
Chair, Board of Supervisors

Date 10/6/2022

Approved as to Form



Gretchen Stuhr
County Counsel

Date 10/12/2022

EXHIBIT A

WORK PLAN

Grant Administration

IMPLEMENTING AGENCY: County of Plumas

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Alternative Water Source Development**IMPLEMENTING AGENCY: Sierraville Public Utilities District (Sierraville PUD)**

PROJECT DESCRIPTION: The project consists of the demolition of the existing booster building and construction of a new fire-resistant booster building, includes booster pumps, control center, new SCADA telemetry system, onsite power generation, and drainage and site improvements. Work will be performed in Sierraville at the current spring and booster site. The project will modernize and improve pumping reliability, provide power generation during Public Safety Power Outages, and increase firefighting capabilities. This will result in increased reliability for the approximately 55 acre-feet per year (AFY) water supply and greenhouse gas savings of 2 metric tons of carbon per year.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase - Not Applicable.**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

A preliminary engineering report was previously prepared.

Deliverables:

- Preliminary engineering report

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Review US Forest Service Use Permit and amend if need.

Deliverables:

- Permits as required

Task 7: Design

Complete preliminary design including the following supporting work: Geotechnical investigation and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for and 100% (Final) design, plans, and specifications.

Deliverables:

- Basis of Design Report
- Geotechnical Report
- Hydrogeological Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization costs of the general contractor.

11(b): Site preparation will include execution of the sediment and erosion control plan, tree removal, minor grading and grubbing, and the addition of a culvert and crushed rock to the front of the building to stabilize the road and allow site drainage to move away from the structure. Organic debris will be removed in accordance with US Forest Service requirements.

11(c): Install, construct, excavate: Excavation and construction of footings, slab, and construction of a 20'x16' block building, excavation and installation of piping necessary to connect existing spring pipe to the booster pumps, and associated internal piping. Installation of plumbing such as hose bibs and eye wash station. Install a motor control center, main breaker and sub panel, transfer switch for the generator, lighting, wall fan and louvers. Install skid mounted twin 5 horsepower pumps and motors. Install a concrete slab for the installation of a propane generator, including a pitched roof over the generator for protection from heavy snows.

11 (d): Improve: Minor improvement of the 250-foot access road to the booster building to improved drainage control.

Deliverables:

- Photographic Documentation of Progress
- Construction Notes

PROJECT 2: North Main Water Use Efficiency and Reliability Project**IMPLEMENTING AGENCY: Indian Valley Community Services District (IVCSD)**

PROJECT DESCRIPTION: Major project components include new water services and laterals for approximately 20 customers, abandonment of an existing 50-year-old 4-inch steel water line that is known to have reliability and leakage issues, installation of two new fire hydrants and the installation of approximately 250 ft of 8-inch water main. The proposed project will replace existing known substandard infrastructure. Outcomes will include improved water use efficiency, improved fire protection infrastructure, less financial burden following the Dixie Fire for a community that is already economically challenged.

Budget Category (a): Project Administration**Task 1: Project Management**

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation
- Environmental Information Form (EIF)

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement**Task 3: Land Purchase - Not Applicable.****Budget Category (c): Planning/Design/Engineering/Environmental Documentation****Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process. Preliminary plans were developed, and estimates were compiled. Onsite review was performed by the Engineer and the proper environmental documents were completed.

Deliverables:

- Preliminary Plans

- Preliminary Cost Estimates
- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

It is anticipated that the project will require review by the State Water Resources Control Board Division of Drinking Water for compliance with State Waterworks Standards. An updated Water Supply Permit will not be needed as part of the construction completion. The project will require an encroachment permit through Plumas County for work within the County Right-of-Way.

Deliverables:

- Permits as required

Task 7: Design

The engineer will review all documents such as existing drawings, specifications and other information that is available and will make on-site visit(s) in order to gather additional field-related information. The preliminary design will include the following supporting work, as necessary: geotechnical investigation, topographic survey, location of existing utilities and confirmation of operational strategies with system operators. Preliminary design will also include preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details for consideration and approval by owner and regulatory authorities. Final design will include the development of final plans and specifications for all project components. Final design will include details for pipeline and service installation, valve details, thrust restraint, and all aspects of the project as required for a complete set of construction documents. Technical Specifications are anticipated to cover site development, earthwork, pipe installation, valves, testing, precast concrete, and disinfection of all facilities. Final design will also include the initial compilation of bid and contract documents with the technical specifications. A final opinion of probable construction cost will be provided.

Deliverables:

- 100% Design Plans and Specifications
- Geotechnical Report, if necessary
- Topographic Survey, if necessary

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A project manager will be on site for the duration of the project. Project manager duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Materials will be ordered, shipped, and stored at a staging area near the site. Equipment will be mobilized in preparation for the construction of new facilities.

11(b): Pipe installation includes installing new pipeline, service laterals, residential services, and hydrants.

11(c): Performance Testing: Pressure test of new facilities, bacteriological testing prior to placing into service, in place density testing of backfill.

Deliverables:

- Photographic Documentation of Progress
- Construction reports and test results

EXHIBIT B**BUDGET****AGREEMENT BUDGET SUMMARY**

	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
Grant Administration	\$90,876	N/A	\$0	\$90,876	N/A
PROJECTS					
1 Alternative Water Source Development	\$1,132,660	\$0	\$75,681	\$1,208,341	0%
2 North Main Water Use Efficiency and Reliability Project	\$304,000	\$0	\$32,000	\$336,000	0%
GRAND TOTAL	\$1,527,536	\$0	\$107,681	\$1,635,217	-

Grant Administration

Implementing Agency: County of Plumas

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$90,876	\$0	\$0	\$90,876
TOTAL COSTS	\$90,876	\$0	\$0	\$90,876

PROJECT 1: Alternative Water Source Development

Implementing Agency: Sierraville Public Utilities District

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$29,378	\$0	\$5,060	\$34,438
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$150,390	\$0	\$16,710	\$167,100
d Construction / Implementation***	\$952,892	\$0	\$53,911	\$1,006,803
TOTAL COSTS	\$1,132,660	\$0	\$75,681	\$1,208,341

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% DAC cost share waiver. ** Other cost share comes from USDA Rural Development Grant/Loan.

***Work related to booster building shall be eligible for reimbursement (Grant Share = \$505,000 only after June 10, 2022)

PROJECT 2: North Main Water Use Efficiency and Reliability Project

Implementing Agency: Indian Valley Community Services District

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$0	\$0	\$10,000	\$10,000
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$17,000	\$0	\$22,000	\$39,000
d Construction / Implementation	\$287,000	\$0	\$0	\$287,000
TOTAL COSTS	\$304,000	\$0	\$32,000	\$336,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% DAC cost share waiver. ** Other cost share comes from Indian Valley Community Services District.

EXHIBIT C
SCHEDULE**Grant Administration**

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	10/1/2020	4/30/2024

PROJECT 1: Alternative Water Source Development

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	3/1/2021	1/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	1/1/2021	7/31/2022*
d	Construction / Implementation	5/1/2022	12/31/2023

*Overlap in schedules for categories (c) and (d) is to provide for permitting compliance.

PROJECT 2: North Main Water Use Efficiency and Reliability Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	8/1/2022	10/31/2023
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	5/1/2022	10/31/2022*
d	Construction / Implementation	8/1/2022	10/31/2023

*Overlap in schedules for categories (c) and (d) is to allow for minor revisions to final design during site preparation activities.

EXHIBIT D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.

- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the

Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.

- D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTIONRESOLUTION NO. 2020-8490**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
AUTHORIZING THE PROPOSAL SUBMITTAL AND EXECUTION OF AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR
THE PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT**

WHEREAS, the Plumas County Board of Commissioners is the governing body for the Plumas County Community Development Commission and adopted Resolution No. 2019-005 on November 18, 2019 authorizing the agency to apply for and/or administer the Department of Water Resources water grants as part of the Integrated Regional Water Management process; and

WHEREAS, an application was submitted by the Plumas County Community Development Commission to the Department of Water Resources for the Upper Feather River Integrated Regional Water Management Region Proposition 1 Round 1 Implementation Grant with the Plumas County Community Development Commission as the grant applicant; and

WHEREAS, due to concerns regarding the Plumas County Community Development Commission's staffing capacity and Department of Water Resources grant management experience it is the desire of the Upper Feather River Regional Water Management Group to change the grant applicant to the County of Plumas; and

WHEREAS, on June 5, 2020 a letter was submitted on behalf of the Upper Feather River Regional Water Management Group to the Department of Water Resources requesting the change of applicant; and

WHEREAS, said letter states Plumas County has a long history of administering grant funding in the Upper Feather River Integrated Regional Water Management region and has been the umbrella agency since 2014 for coordinating the Upper Feather River Regional Water Management Group; and

WHEREAS, on June 5, 2020 the Department of Water Resources replied to the Upper Feather River Regional Water Management Group acknowledging receipt of the letter with the change of applicant request and confirmed the change will be made; and

WHEREAS, the Board of Supervisors is the governing body of Plumas County and the Chair of the Board of Supervisors has the delegated authority to execute contract agreements.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF PLUMAS COUNTY RESOLVE THAT:

The proposal be made to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the water agencies within the Upper Feather River IRWM Region; and the Chair of the Board of Supervisors, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with the California Department of Water Resources.

ADOPTED July 16, 2020, by the Board of Supervisors of the County of Plumas by the following vote:


AYES: SUPERVISORS SIMPSON, THRALL, ENGEL, GOSS


NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

ATTEST:


Nancy DaForno
Clerk of said Board of Supervisors


Kevin Goss
Chair, Board of Supervisors

RESOLUTION NO. 22- 8726
A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PLUMAS
AUTHORIZING
THE 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM
APPLICATION, ACCEPTANCE, AND EXECUTION
FOR THE SIERRAVILLE PUBLIC UTILITIES DISTRICT
BOOSTER STATION REPLACEMENT PROJECT

WHEREAS, Plumas County proposes to implement the Sierraville Public Utilities District Booster Station Replacement Project; and

WHEREAS, Plumas County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Plumas County intends to apply for grant funding from the California Department of Water Resources for the Sierraville Public Utilities District Booster Station Replacement Project; and

WHEREAS, Plumas County is the Grantee for the Proposition 1 Integrated Regional Water Management (IRWM) Program Round 1 Implementation Grant (PIRIIG) Agreement 4600013818 on behalf of the Upper Feather River IRWM Region; and

WHEREAS, Project 1 of the Plumas County PIRIIG is the Sierraville Public Utilities District Booster Station Replacement Project and has been awarded \$627,660.00; and

WHEREAS, due to increasing inflationary costs since the PIRIIG grant award, the project construction costs have increased significantly; and

WHEREAS, the Upper Feather River IRWM Region is located within the Mountain Counties Funding Area and is a party to the Mountain Counties Funding Area Memorandum of Commitment, which specifies an equal allocation of funding through the Proposition 1 Disadvantaged Community (DAC) Involvement Program for each member within the Funding Area, thereby establishing the Funding Area as a non-competitive region for grant funds distributed under the Program; and

WHEREAS, on March 11, 2022, the Upper Feather River Regional Water Management Group voted to apply its allocation of Proposition 1 Urban and Multibenefit Drought Relief Grant Program DAC Set Aside funding, anticipated at \$525,000.00, to support the completion of the PIRIIG Project 1 Sierraville Public Utilities District Booster Station Replacement Project; and

WHEREAS, there is no required match and the Grant Program allows for a portion of the funding to be dedicated to Plumas County for grant administration.

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions necessary or appropriate to obtain grant funding.
2. The Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.


CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Supervisors of the County of Plumas at the meeting held on AUGUST 16, 2022, motion by Supervisor Thrall and seconded by Supervisor Engel, and motion passed by the following vote:

AYES: Supervisor(s) Ceresola, Hagwood, Engel, Trall, Goss

NOES: None

ABSTAIN: None

ABSENT: None


Kevin Goss
Chair, Board of Supervisors

Attest:

Heidi White
Clerk of said Board of Supervisors

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information

- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I**LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS**

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Alternative Water Source Development

Sponsor Agency: Sierraville Public Utilities District

Agency Address: PO Box 325, Sierraville, CA 96126

Project Location: Sierraville, California (39.56185000, -120.371483)

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: North Main Water Use Efficiency and Reliability Project

Sponsor Agency: Indian Valley Community Services District

Agency Address: PO Box 899, 127 Crescent Street Suite #1, Greenville, CA 95947-0899

Project Location: Greenville, California (40.1359, -120.95785)

Legend

- Populated Place
- County Boundary
- River
- US 95
- County Route
- State Highway
- Waterbody

Local Project Sponsor

- Sierra PUD
- Indian Valley CSD

Project

- Project 1: Alternative Water Source Development
- Project 2: North Main Water Use Efficiency and Reliability Project

Disadvantaged Communities by Census Tract

- Disadvantaged Communities (\$38,270 > MHI < \$51,026)
- Severely Disadvantaged Communities (MHI < \$38,270)

UPPER FEATHER RIVER IRWM PROPOSITION 1, ROUND 1 IMPLEMENTATION PROJECTS

Disadvantaged Community - Tract (2016)

- GEOTID: 0603000400
Population: 2,885
Households (HH): 1,203
Median HH Income: \$37,989
- GEOTID: 0603000100
Population: 5,597
Households (HH): 2,289
Median HH Income: \$50,966
- GEOTID: 0603000200
Population: 3,969
Households (HH): 1,754
Median HH Income: \$41,818
- GEOTID: 0603000202
Population: 890
Households (HH): 479
Median HH Income: \$48,119
- GEOTID: 0603010000
Population: 2,531
Households (HH): 1,275
Median HH Income: \$43,984

Vicinity Map

Location of Interest

EXHIBIT J**Project Monitoring Plan Guidance****Introduction**

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to sign a Funding Agreement by and between County of Plumas and Indian Valley Community Services District for Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant in the amount of \$304,000; approved as to form by County Counsel - discussion and possible action. Roll call vote

Recommendation

Approve and authorize Chair to sign Funding Agreement by and between County of Plumas and Indian Valley Community Services District (IVCSD) for Proposition 1 Round 1 (P1R1) Integrated Regional Water Management (IRWM) Implementation Grant

Background and Discussion

State Department of Water Resources (DWR) executed a Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant Agreement (April 6, 2021), including Amendment 1 (October 13, 2022), and Amendment 2 (November 10, 2022) with the County to provide funding to assist in financing projects included in and implemented under the Upper Feather River Integrated Regional Water Management Plan pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740).

Indian Valley Community Services District (IVCSD) project is entitled North Main Water Use Efficiency and Reliability Project. Reprogramming of IVCSD's project post Dixie Fire was approved by DWR. The North Main Water Use Efficiency Project will replace approximately 250 feet of water main and install 2 new hydrants. The project will connect with other pipeline replacement projects funded under separate grants, including the Prop 1 Round 2 Implementation Project for the North Main Extension Water Use Efficiency Project, in the overall effort to upgrade aging and damaged infrastructure that will support the rebuilding of Greenville.

IVCSD Funding Agreement is for not to exceed Three-Hundred Four Thousand Dollars (\$304,000). All work shall be completed by October 31, 2023.

Action:

Approve and authorize Chair to sign Funding Agreement by and between County of Plumas and IVCSD in the amount of \$304,000 for P1R1 IRWM Implementation Grant

Attachments:

1. County_IVCSD_DWR P1R1_GrantFundingAgreement

FUNDING AGREEMENT

COUNTY OF PLUMAS AND INDIAN VALLEY COMMUNITY SERVICES DISTRICT

PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT

This FUNDING AGREEMENT is entered into by and between the County of Plumas ("County") and Indian Valley Community Services District, a local government special district ("Contractor" or "Local Project Sponsor"), or collectively the PARTIES.

A. PURPOSE:

Department of Water Resources of the State of California ("State" or "DWR") executed a Grant Agreement (April 6, 2021) Number 4600013818, including Amendment 1 (October 13, 2022), and Amendment 2 (November 10, 2022) ("Grant Agreement"), with the County to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") to assist in financing projects included in and implemented under the Upper Feather River ("UFR") Integrated Regional Water Management Plan ("IRWM Plan") pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740). The Local Project Sponsor's Grant Agreement project is entitled North Main Water Use Efficiency and Reliability Project ("Project 2").

B. CONTRACTOR SHALL:

1. Comply with all of the requirements and obligations of a Local Project Sponsor under the Grant Agreement (Attachment 1), including all paragraphs and Exhibits as attached and made a part of the Grant Agreement.
2. Complete Project 2 Work Plan tasks as described in the Grant Agreement (Exhibit A).
3. Adhere to Project 2 Budget and Schedule in accordance with the Grant Agreement (Exhibits B and C).
4. With the exception of the Grant Agreement Advanced Payment (Paragraph 9), submit invoices to County on a quarterly basis and no later than 30 days (i.e., April 29, July 29, October 31, January 31) following the end of the calendar quarter for all eligible project costs (Grant Agreement Paragraph 7), including all supporting invoice documentation, project progress, and monitoring information necessary to comply with the submission of Grant Agreement reports (Paragraph 14) required for County to obtain reimbursement from DWR. Report forms shall be provided by County to Contractor.
5. Submit Advanced Payment invoices to County on a monthly basis, due the first of the month or no later than the fifth day, including all supporting invoice documentation, project progress, and monitoring information necessary to comply with the submission of Grant Agreement reports (Paragraph 14) required for County to obtain reimbursement from DWR. Report forms shall be provided by County to Contractor.

C. COUNTY SHALL:

1. Disperse Grant Agreement funds not to exceed Three-Hundred Four Thousand Dollars (\$304,000) to Contractor, as set forth in the Grant Agreement Project 2 Budget (Exhibit B).
2. Make timely payments to Contractor upon the receipt of Grant Agreement funds from DWR with the acknowledgement that the processing of payment requests by DWR is beyond the control of the County (Grant Agreement Paragraph 6 and Paragraphs 9 through 11) and the payment of Contractor invoices may exceed typical payment cycles (Grant Agreement Paragraph 8).

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

1. TERM. The term of this Funding Agreement begins on June 27, 2020 and all work shall be completed by October 31, 2023, in accordance with the Grant Agreement and Project 2 Schedule.
2. TERMINATION GRANT AGREEMENT. The County or State may terminate the Grant Agreement in accordance with the Grant Agreement terms (Exhibit D, Paragraphs D.41, D.42, and D.43).
3. TERMINATION FUNDING AGREEMENT. County or Contractor may terminate this Funding Agreement at any time upon thirty (30) days written notice to the other party ("Termination Effective Date"). Upon notice of termination, Contractor shall cease work and submit a final invoice for any work that has been completed as of the Termination Effective Date.
4. AMENDMENT GRANT AGREEMENT. Amendments by the Contractor to the Grant Agreement Project 2 Work Plan (Exhibit A), Budget (Exhibit B), or Schedule (Exhibit C) may be amended at any time by mutual agreement of the Parties in accordance with the Grant Agreement terms (Paragraph 18A and Exhibit D, Paragraph D.3). Requests by the Contractor for such amendments must be in writing to the County, signed and dated by the Contractor, stating the amendment request and the reason for the request.
5. AMENDMENT FUNDING AGREEMENT. Amendments to the Funding Agreement may be made at any time by mutual agreement of the Parties, expressed in writing and duly executed by both Parties. Requests for such amendments must state the amendment and reason for the request. No alteration of the terms of this Funding Agreement shall be valid or binding upon either party unless made in writing and duly executed by both Parties.
6. INDEMNIFICATION. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
7. PERFORMANCE BOND. In adherence with Grant Agreement Exhibit D, Paragraph D.30, where contractors are used, the County shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the County in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than Twenty-Five Thousand Dollars (\$25,000.00). Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
8. INDEPENDENT CONTRACTOR. The Parties understand and agree that Contractor is independent and that no employment relationship between Contractor and the County is created by this Funding Agreement.

9. ASSIGNMENT. Contractor may not assign, subcontract, sublet, or transfer its interest in this Funding Agreement without the prior written consent of the County. Subject to the Grant Agreement (Exhibit D, Paragraph D.40) no assignment of the Grant Agreement or any part thereof, rights hereunder, or interest herein by the County shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
10. ENTIRE AGREEMENTS. This Funding Agreement and the Grant Agreement constitutes the entire agreements regarding the subject matter hereof.
11. GOOD FAITH. The Parties agree to act in good faith at all times during the term of this Funding Agreement.
12. CONFLICT OF INTEREST. The Parties 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 Funding Agreement or Grant Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Funding Agreement and is later discovered by the County, the County may immediately terminate this Funding Agreement by giving written notice to Contractor.
13. SEVERABILITY. The invalidity of any provision of this Funding Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
14. NOTICES. Any notice required under this Funding Agreement or the Grant Agreement shall be effective only if made in writing and delivered by personal service, email, and/or by mail and addressed as follows. Parties may, by written notice to the other, change its own mailing address.

Contractor

Adam Cox, General Manager
Indian Valley Community Services District
P.O. Box 899
Greenville, CA 95947-0899
Email: adam@sectaris.partners

County

Tracey Ferguson, AICP, Planning Director
Plumas County Planning Department
555 Main Street
Quincy, CA 95971
Email: traceyferguson@countyofplumas.com

In executing this FUNDING AGREEMENT, each individual represents that he or she is fully authorized to execute and deliver this FUNDING AGREEMENT and the County (Grantee) demonstrates that Contractor (Local Project Sponsor) is aware of and will comply with the provisions of the Grant Agreement between DWR (State) and County (Grantee).

IN WITNESS WHEREOF, the Parties hereto have executed this FUNDING AGREEMENT.

COUNTY OF PLUMAS

INDIAN VALLEY COMMUNITY SERVICES DISTRICT

Dwight Ceresola, Chair
Board of Supervisors

DATE

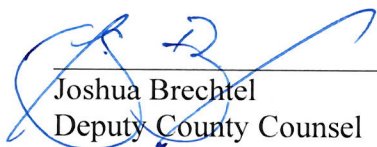
Bob Orange
Board Chair

DATE

ATTEST

Heidi White
Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel

1/18/2023

ATTACHMENT 1

GRANT AGREEMENT
AMENDMENT 2 OFFICE MEMO DATED NOVEMBER 10, 2022

BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)
AND

COUNTY OF PLUMAS
AGREEMENT NUMBER 4600013818

PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT

OFFICE MEMO

TO: Zaffar Eusuff	DATE: 11/10/2022
FROM: LeAnne Sweeny	SUBJECT: Request for Amendment 2 Grant Agreement No. 4600013818

The County of Plumas (Grantee) requests an amendment to Agreement No. 4600013818 (Agreement), Proposition 1, Round 1 IRWM Implementation Program; this is the second amendment of this agreement and has been requested for the following reasons:

- Project 2, North Main Water Use Efficiency and Reliability Project: In Amendment 1, partial funds were moved from Budget Category C (Planning/Design/Engineering/Environmental Documentation) to Budget Category D (Construction/Implementation). The resulting Budget Category C grant amount (\$17,000) was less than the Advanced Payment amount (\$22,050) and will be corrected with this amendment. This amendment will also result in \$5,050 less funds in Budget Category D, \$281,950 versus \$287,000. Because this error was due to the DWR grant manager's oversight, a written request from the Grantee is not warranted.

Following changes will be made to the Agreement (as per the attached, Red-lined version of the Agreement):

- **EXHIBIT B — Budget:** Update Project 2 Budget Table to reconcile with the Advanced Payment funds.

Based on the rationale described above, it is recommended that DWR proceed with amending Agreement No. 4600013818 as shown in the Attachments. These proposed revisions are consistent with the Proposition 1, Round 1 IRWM Implementation Grant Program.

Attachments:

- Red-lined version of Agreement
- Clean version of the Agreement

This request for amendment is approved.

Zaffar Eusuff
Zaffar Eusuff, Ph.D., P.E.
IRWM Implementation Grants Program Manager
Financial Assistance Branch
Division of Regional Assistance

From: [Sweeny, LeAnne N@DWR](#)
To: [Ferguson, Tracey](#)
Cc: [Uma Hinman](#)
Subject: RE: P1R1 Invoice 7 and amendment 2
Date: Monday, December 5, 2022 8:45:45 AM
Attachments: [image001.png](#)
[image002.png](#)

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

That is correct, there is no further DocuSign. Thank you for checking!

From: Ferguson, Tracey <TraceyFerguson@countyofplumas.com>
Sent: Thursday, December 1, 2022 4:32 PM
To: Sweeny, LeAnne N@DWR <LeAnne.Sweeny@water.ca.gov>
Cc: Uma Hinman <uhinman@comcast.net>
Subject: RE: P1R1 Invoice 7 and amendment 2

LeAnne – to confirm regarding Amend. No. 2 – does the cover sheet serve as the DWR approval and no further DocuSign process with Plumas County will be initiated to ‘execute’ the amendment on the signature page by all parties.

Tracey Ferguson, AICP
Planning Director



Plumas County Planning Department
P: (530) 283-6214
traceyferguson@countyofplumas.com

****Confidentiality:** This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.**

From: Sweeny, LeAnne N@DWR <LeAnne.Sweeny@water.ca.gov>
Sent: Monday, November 28, 2022 8:05 AM
To: Uma Hinman <uhinman@comcast.net>; Ferguson, Tracey <TraceyFerguson@countyofplumas.com>
Subject: RE: P1R1 Invoice 7 and amendment 2

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
COUNTY OF PLUMAS
AGREEMENT NUMBER 4600013818
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
AND
2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM
AMENDMENT 2**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the County of Plumas, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) and the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq. and 13198). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq. By executing this Agreement, the Grantee certifies that the purpose of "Project 1: Alternative Water Source Development" is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by April 30, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after July 31, 2024.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$1,527,536.
- 4) **GRANTEE COST SHARE.** Not applicable to this agreement.
- 5) **BASIC CONDITIONS.**
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed.

Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.

- B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines). The Grantee shall demonstrate compliance with all eligibility criteria for Project 1 as set forth on pages 3-8, inclusive, of the 2021 Urban and Multibenefit Drought Relief Solicitation Program Guidelines and Solicitation Package.
 - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.
 - iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant

Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Eligible dates for cost reimbursements are listed in Exhibit B (Budget).

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the eligible dates for cost reimbursements as listed in Exhibit B (Budget).
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this Program.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0

Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been

fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment.

Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issue for Project 1. Project 1 may receive an advanced payment of twenty-five (25) percent of its additional grant award added pursuant to Amendment 1; the remaining seventy-five (75) percent of the additional grant award added pursuant to Amendment 1 will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of Amendment 1 of this Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of Amendment 1 of this Agreement will not be eligible to receive an advanced payment.

The Advanced Payment Request shall contain the following:

- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).

- iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
 - D. Failure to deposit funds in a non-interest-bearing account.
 - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
 - F. Inappropriate use of funds, as deemed by DWR.
 - G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions."

If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
 - B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
 - C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
 - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
 - E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
 - F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- 14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
 - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
 - E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”
- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit J, “Project Monitoring Plan Guidance.”
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

County of Plumas

Kevin Goss
Chair, Board of Supervisors
520 Main Street, Room 309
Quincy, CA 95971
Phone: (530) 283-6170
Email: kevin.goss4district2@gmail.com

Direct all inquiries to the Project Manager:

Department of Water Resources

County of Plumas

LeAnne Sweeny
Environmental Scientist
PO Box 942836
Sacramento, CA 94236-0001
Phone: (916) 271-0842
Email: LeAnne.Sweeny@water.ca.gov

Tracey Ferguson, AICP
Planning Director, Planning Department
555 Main Street
Quincy, CA 95971
Phone: (530) 283-6214
Email: TraceyFerguson@countyofplumas.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement Amendment 1.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

COUNTY OF PLUMAS

Arthur Hinojosa
Manager, Division of Regional Assistance

Kevin Goss
Chair, Board of Supervisors

Date_____

Date_____

Approved as to Form

Gretchen Stuhr
County Counsel

Date_____

EXHIBIT A

WORK PLAN

Grant Administration

IMPLEMENTING AGENCY: County of Plumas

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Alternative Water Source Development

IMPLEMENTING AGENCY: Sierraville Public Utilities District (Sierraville PUD)

PROJECT DESCRIPTION: The project consists of the demolition of the existing booster building and construction of a new fire-resistant booster building, includes booster pumps, control center, new SCADA telemetry system, onsite power generation, and drainage and site improvements. Work will be performed in Sierraville at the current spring and booster site. The project will modernize and improve pumping reliability, provide power generation during Public Safety Power Outages, and increase firefighting capabilities. This will result in increased reliability for the approximately 55 acre-feet per year (AFY) water supply and greenhouse gas savings of 2 metric tons of carbon per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase - Not Applicable.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

A preliminary engineering report was previously prepared.

Deliverables:

- Preliminary engineering report

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Review US Forest Service Use Permit and amend if need.

Deliverables:

- Permits as required

Task 7: Design

Complete preliminary design including the following supporting work: Geotechnical investigation and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for and 100% (Final) design, plans, and specifications.

Deliverables:

- Basis of Design Report
- Geotechnical Report
- Hydrogeological Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization costs of the general contractor.

11(b): Site preparation will include execution of the sediment and erosion control plan, tree removal, minor grading and grubbing, and the addition of a culvert and crushed rock to the front of the building to stabilize the road and allow site drainage to move away from the structure. Organic debris will be removed in accordance with US Forest Service requirements.

11(c): Install, construct, excavate: Excavation and construction of footings, slab, and construction of a 20'x16' block building, excavation and installation of piping necessary to connect existing spring pipe to the booster pumps, and associated internal piping. Installation of plumbing such as hose bibs and eye wash station. Install a motor control center, main breaker and sub panel, transfer switch for the generator, lighting, wall fan and louvers. Install skid mounted twin 5 horsepower pumps and motors. Install a concrete slab for the installation of a propane generator, including a pitched roof over the generator for protection from heavy snows.

11 (d): Improve: Minor improvement of the 250-foot access road to the booster building to improved drainage control.

Deliverables:

- Photographic Documentation of Progress
- Construction Notes

PROJECT 2: North Main Water Use Efficiency and Reliability Project

IMPLEMENTING AGENCY: Indian Valley Community Services District (IVCSD)

PROJECT DESCRIPTION: Major project components include new water services and laterals for approximately 20 customers, abandonment of an existing 50-year-old 4-inch steel water line that is known to have reliability and leakage issues, installation of two new fire hydrants and the installation of approximately 250 ft of 8-inch water main. The proposed project will replace existing known substandard infrastructure. Outcomes will include improved water use efficiency, improved fire protection infrastructure, less financial burden following the Dixie Fire for a community that is already economically challenged.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation
- Environmental Information Form (EIF)

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase - Not Applicable.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. Preliminary plans were developed, and estimates were compiled. Onsite review was performed by the Engineer and the proper environmental documents were completed.

Deliverables:

- Preliminary Plans
- Preliminary Cost Estimates

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

It is anticipated that the project will require review by the State Water Resources Control Board Division of Drinking Water for compliance with State Waterworks Standards. An updated Water Supply Permit will not be needed as part of the construction completion. The project will require an encroachment permit through Plumas County for work within the County Right-of-Way.

Deliverables:

- Permits as required

Task 7: Design

The engineer will review all documents such as existing drawings, specifications and other information that is available and will make on-site visit(s) in order to gather additional field-related information. The preliminary design will include the following supporting work, as necessary: geotechnical investigation, topographic survey, location of existing utilities and confirmation of operational strategies with system operators. Preliminary design will also include preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details for consideration and approval by owner and regulatory authorities. Final design will include the development of final plans and specifications for all project components. Final design will include details for pipeline and service installation, valve details, thrust restraint, and all aspects of the project as required for a complete set of construction documents. Technical Specifications are anticipated to cover site development, earthwork, pipe installation, valves, testing, precast concrete, and disinfection of all facilities. Final design will also include the initial compilation of bid and contract documents with the technical specifications. A final opinion of probable construction cost will be provided.

Deliverables:

- 100% Design Plans and Specifications
- Geotechnical Report, if necessary
- Topographic Survey, if necessary

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A project manager will be on site for the duration of the project. Project manager duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Materials will be ordered, shipped, and stored at a staging area near the site. Equipment will be mobilized in preparation for the construction of new facilities.

11(b): Pipe installation includes installing new pipeline, service laterals, residential services, and hydrants.

11(c): Performance Testing: Pressure test of new facilities, bacteriological testing prior to placing into service, in place density testing of backfill.

Deliverables:

- Photographic Documentation of Progress
- Construction reports and test results

EXHIBIT B
BUDGET

AGREEMENT BUDGET SUMMARY

	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
Grant Administration	\$90,876	N/A	\$0	\$90,876	N/A
PROJECTS					
1 Alternative Water Source Development	\$1,132,660	\$0	\$75,681	\$1,208,341	0%
2 North Main Water Use Efficiency and Reliability Project	\$304,000	\$0	\$32,000	\$336,000	0%
GRAND TOTAL	\$1,527,536	\$0	\$107,681	\$1,635,217	-

Grant Administration

Implementing Agency: County of Plumas

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$90,876	\$0	\$0	\$90,876
TOTAL COSTS	\$90,876	\$0	\$0	\$90,876

PROJECT 1: Alternative Water Source Development

Implementing Agency: Sierraville Public Utilities District

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$29,378	\$0	\$5,060	\$34,438
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$150,390	\$0	\$16,710	\$167,100
d Construction / Implementation***	\$952,892	\$0	\$53,911	\$1,006,803
TOTAL COSTS	\$1,132,660	\$0	\$75,681	\$1,208,341

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% DAC cost share waiver. ** Other cost share comes from USDA Rural Development Grant/Loan.

***Work related to booster building shall be eligible for reimbursement (Grant Share = \$505,000 only after June 10, 2022)

PROJECT 2: North Main Water Use Efficiency and Reliability Project

Implementing Agency: Indian Valley Community Services District

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a Project Administration	\$0	\$0	\$10,000	\$10,000
b Land Purchase / Easement	\$0	\$0	\$0	\$0
c Planning / Design / Engineering / Environmental Documentation	\$22,050	\$0	\$22,000	\$44,050
d Construction / Implementation	\$281,950	\$0	\$0	\$281,950
TOTAL COSTS	\$304,000	\$0	\$32,000	\$336,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% DAC cost share waiver. ** Other cost share comes from Indian Valley Community Services District.

EXHIBIT C
SCHEDULE

Grant Administration

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	10/1/2020	4/30/2024

PROJECT 1: Alternative Water Source Development

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	3/1/2021	1/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	1/1/2021	7/31/2022*
d	Construction / Implementation	5/1/2022	12/31/2023

*Overlap in schedules for categories (c) and (d) is to provide for permitting compliance.

PROJECT 2: North Main Water Use Efficiency and Reliability Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	8/1/2022	10/31/2023
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	5/1/2022	10/31/2022*
d	Construction / Implementation	8/1/2022	10/31/2023

*Overlap in schedules for categories (c) and (d) is to allow for minor revisions to final design during site preparation activities.

EXHIBIT D

STANDARD CONDITIONS

- D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.
- D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.

- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in

conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must

provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION NO. 2020- 8490

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
AUTHORIZING THE PROPOSAL SUBMITTAL AND EXECUTION OF AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR
THE PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT**

WHEREAS, the Plumas County Board of Commissioners is the governing body for the Plumas County Community Development Commission and adopted Resolution No. 2019-005 on November 18, 2019 authorizing the agency to apply for and/or administer the Department of Water Resources water grants as part of the Integrated Regional Water Management process; and

WHEREAS, an application was submitted by the Plumas County Community Development Commission to the Department of Water Resources for the Upper Feather River Integrated Regional Water Management Region Proposition 1 Round 1 Implementation Grant with the Plumas County Community Development Commission as the grant applicant; and

WHEREAS, due to concerns regarding the Plumas County Community Development Commission's staffing capacity and Department of Water Resources grant management experience it is the desire of the Upper Feather River Regional Water Management Group to change the grant applicant to the County of Plumas; and

WHEREAS, on June 5, 2020 a letter was submitted on behalf of the Upper Feather River Regional Water Management Group to the Department of Water Resources requesting the change of applicant; and

WHEREAS, said letter states Plumas County has a long history of administering grant funding in the Upper Feather River Integrated Regional Water Management region and has been the umbrella agency since 2014 for coordinating the Upper Feather River Regional Water Management Group; and

WHEREAS, on June 5, 2020 the Department of Water Resources replied to the Upper Feather River Regional Water Management Group acknowledging receipt of the letter with the change of applicant request and confirmed the change will be made; and

WHEREAS, the Board of Supervisors is the governing body of Plumas County and the Chair of the Board of Supervisors has the delegated authority to execute contract agreements.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF PLUMAS COUNTY RESOLVE THAT:

The proposal be made to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the water agencies within the Upper Feather River IRWM Region; and the Chair of the Board of Supervisors, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with the California Department of Water Resources.

ADOPTED July 16, 2020, by the Board of Supervisors of the County of Plumas by the following vote:


AYES: SUPERVISORS SIMPSON, THRALL, ENGEL, GOSS


NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

ATTEST:


Nancy DaForno
Clerk of said Board of Supervisors


Kevin Goss
Chair, Board of Supervisors

RESOLUTION NO. 22- 8726
A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PLUMAS
AUTHORIZING
THE 2021 URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT PROGRAM
APPLICATION, ACCEPTANCE, AND EXECUTION
FOR THE SIERRAVILLE PUBLIC UTILITIES DISTRICT
BOOSTER STATION REPLACEMENT PROJECT

WHEREAS, Plumas County proposes to implement the Sierraville Public Utilities District Booster Station Replacement Project; and

WHEREAS, Plumas County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Plumas County intends to apply for grant funding from the California Department of Water Resources for the Sierraville Public Utilities District Booster Station Replacement Project; and

WHEREAS, Plumas County is the Grantee for the Proposition 1 Integrated Regional Water Management (IRWM) Program Round 1 Implementation Grant (PIRIIG) Agreement 4600013818 on behalf of the Upper Feather River IRWM Region; and

WHEREAS, Project 1 of the Plumas County PIRIIG is the Sierraville Public Utilities District Booster Station Replacement Project and has been awarded \$627,660.00; and

WHEREAS, due to increasing inflationary costs since the PIRIIG grant award, the project construction costs have increased significantly; and

WHEREAS, the Upper Feather River IRWM Region is located within the Mountain Counties Funding Area and is a party to the Mountain Counties Funding Area Memorandum of Commitment, which specifies an equal allocation of funding through the Proposition 1 Disadvantaged Community (DAC) Involvement Program for each member within the Funding Area, thereby establishing the Funding Area as a non-competitive region for grant funds distributed under the Program; and

WHEREAS, on March 11, 2022, the Upper Feather River Regional Water Management Group voted to apply its allocation of Proposition 1 Urban and Multibenefit Drought Relief Grant Program DAC Set Aside funding, anticipated at \$525,000.00, to support the completion of the PIRIIG Project 1 Sierraville Public Utilities District Booster Station Replacement Project; and

WHEREAS, there is no required match and the Grant Program allows for a portion of the funding to be dedicated to Plumas County for grant administration.

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions necessary or appropriate to obtain grant funding.
2. The Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Plumas County Board of Supervisors Chair, or designee (Planning Director), is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.


CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Supervisors of the County of Plumas at the meeting held on AUGUST 16, 2022, motion by Supervisor Thrall and seconded by Supervisor Engel, and motion passed by the following vote:

AYES: Supervisor(s) Ceresola, Hagwood, Engel, Trall, Goss

NOES: None

ABSTAIN: None

ABSENT: None


Kevin Goss
Chair, Board of Supervisors

Attest:

Heidi White
Clerk of said Board of Supervisors

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Alternative Water Source Development

Sponsor Agency: Sierraville Public Utilities District

Agency Address: PO Box 325, Sierraville, CA 96126

Project Location: Sierraville, California (39.56185000, -120.371483)

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: North Main Water Use Efficiency and Reliability Project

Sponsor Agency: Indian Valley Community Services District

Agency Address: PO Box 899, 127 Crescent Street Suite #1, Greenville, CA 95947-0899

Project Location: Greenville, California (40.1359, -120.95785)

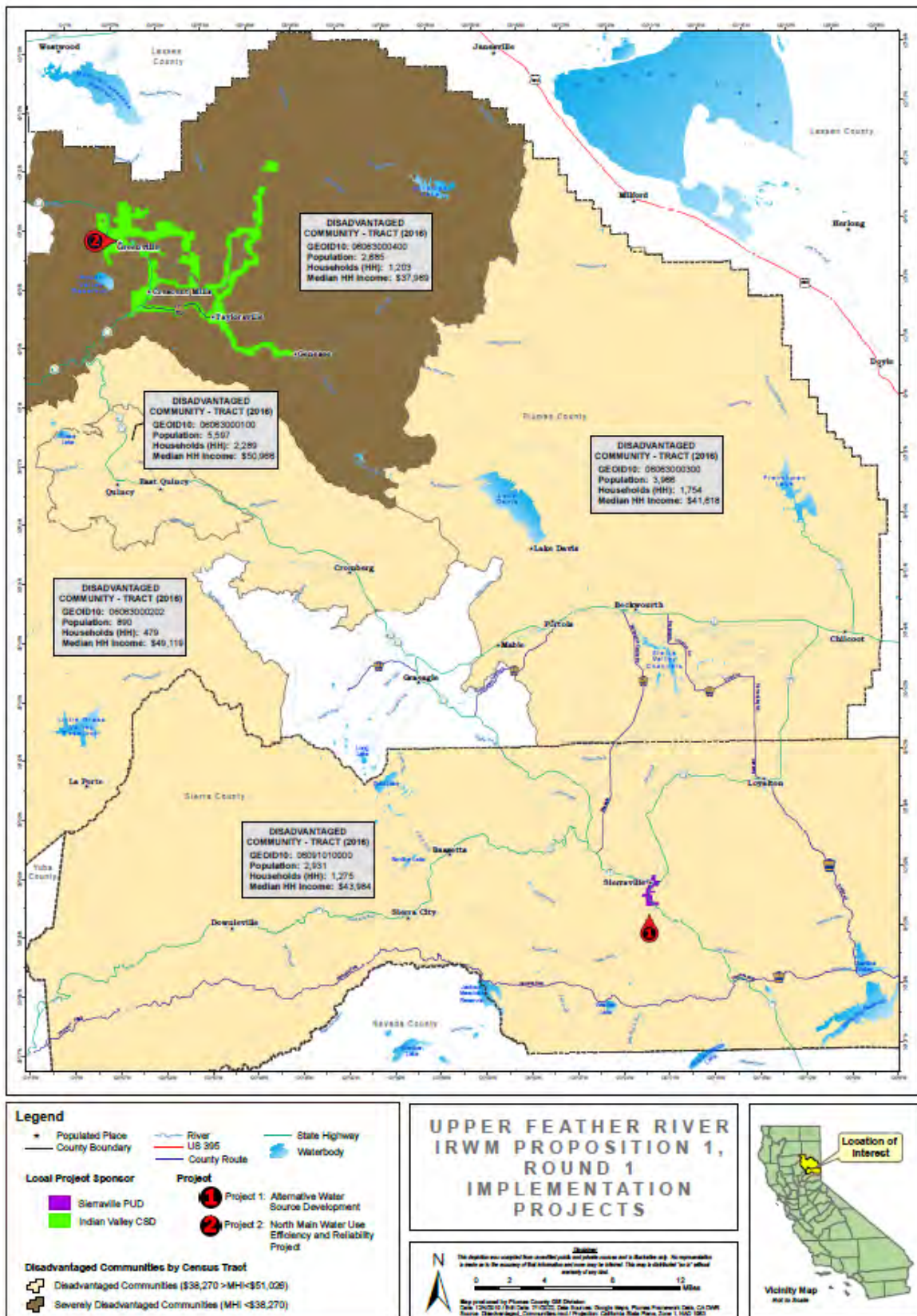


EXHIBIT J

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Tracey Ferguson, Director of Planning
MEETING DATE: February 7, 2023
SUBJECT: Approve and authorize the Chair to sign a Funding Agreement by and between the County of Plumas and Plumas Crisis Intervention & Resource Center for Community Development Block Grant Program for Non-Entitlement Jurisdictions Tranches 2 and 3 in the amount of \$136,000; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

Approve and authorize Chair to sign Funding Agreement by and between County of Plumas and Plumas Crisis Intervention & Resource Center (PCIRC) for Community Development Block Grant (CDBG) Program for Non-Entitlement Jurisdictions Tranches 2 and 3 (CV2-3)

Background and Discussion

Department of Housing and Community Development of the State of California (HCD) has executed Grant Agreement Number 20-CDBG-CV2-3-00299 with the County to provide one-time block grant funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

PCIRC is being funded \$136,000 and the scope of work includes the engineering plans and contractor renovation work to an existing building in downtown Quincy to develop a restaurant named Dragonfly Café dedicated to the training, vocational education, and workforce development of low- and moderate-income (LMI) populations, including those who have been chronically unemployed, lost jobs or been unable to secure jobs due to COVID-19. The full scope of work can be referenced as Attachment 2 to the Funding Agreement.

Note, the County retains the administrative fee to manage the grant.

PCIRC must expend all grant funds no later than December 19, 2023.

Action:

Approve and authorize Chair to sign Funding Agreement by and between County of Plumas and PCIRC for CDBG-CV2-3 in the amount of \$136,000

Attachments:

1. Plumas_HCD_CV2-3_PCIRC_FundingAgreement

FUNDING AGREEMENT
COUNTY OF PLUMAS AND PLUMAS CRISIS INTERVENTION & RESOURCE CENTER
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR NON-ENTITLEMENT JURISDICTIONS
TRANCHES 2 AND 3 HEREINAFTER “CDBG-CV2-3” OR THE “PROGRAM”

This FUNDING AGREEMENT is entered into by and between the County of Plumas, a political subdivision of the State of California, (hereinafter referred to as “County”) and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) (hereinafter referred to as “Contractor”), or collectively the PARTIES.

A. PURPOSE:

Department of Housing and Community Development of the State of California (“State” or “HCD”) has executed Grant Agreement Number 20-CDBG-CV2-3-00299 (“Grant Agreement”) with the County to provide one-time block grant funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time.

The Contractor grant scope of work includes the engineering plans and contractor renovation work to existing building in downtown Quincy to develop a public facility named Dragonfly Café dedicated to the training, vocational education, and workforce development of low- and moderate-income (LMI) populations, including those who have been chronically unemployed, lost jobs or been unable to secure jobs due to COVID-19. County retains the Administrative fee.

B. CONTRACTOR SHALL:

1. Comply with all of the requirements and obligations under the Grant Agreement (Attachment 1), including all paragraphs and Exhibits A, B, C, and D as attached and made a part of the Grant Agreement.
2. Complete work, more particularly described in the Scope of Work (Attachment 2), along with background and activity summary information.
3. Adhere to Budget (Attachment 3).
4. Expend all Program grant funds no later than December 19, 2023. Reimbursement is not permitted for activities occurring prior to December 20, 2021.
5. Submit grant invoice to County no more frequent than monthly or no less frequent than quarterly. Invoice shall have sufficient back up to document costs. Each invoice shall include project reporting in accordance with the Grant Agreement terms (Exhibit B, Paragraph 4 – Method of Payment).

C. COUNTY SHALL:

1. Disperse Grant Agreement funds not to exceed one-hundred and thirty-six thousand and zero cents (\$136,000.00) to Contractor, as set forth in the Budget (Attachment 3).
2. Timely payments will be made to Contractor not to exceed 30 days after date of Contractor invoice.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

1. TERM. The term of this agreement shall be through December 19, 2023, in accordance with the Grant Agreement unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 20, 2021 to date of approval of this Funding Agreement by the Board of Supervisors.
2. TERMINATION GRANT AGREEMENT. The County or State may terminate the Grant Agreement in accordance with the Grant Agreement terms (Exhibit D, Paragraph 5 – Termination and Remedies for Noncompliance).
3. TERMINATION FUNDING AGREEMENT. County or Contractor may terminate this Funding Agreement at any time upon thirty (30) days written notice to the other party ("Termination Effective Date"). Upon notice of termination, Contractor shall cease work and submit a final invoice for any work that has been completed as of the Termination Effective Date.
4. AMENDMENT GRANT AGREEMENT. Amendments by the Contractor to the Grant Agreement may be modified at any time by mutual agreement of the Parties in accordance with the Grant Agreement terms (Exhibit A, Paragraph 6 – Scope of Work Revisions and Amendments and Exhibit B, Paragraph 5 – Budget Revisions and Amendments). Requests by the Contractor for such amendments must be in writing to the County, signed and dated by the Contractor, stating the amendment request and the reason for the request.
5. AMENDMENT FUNDING AGREEMENT. Amendments to this Funding Agreement may be made at any time by mutual agreement of the Parties, expressed in writing and duly executed by both Parties. Requests for such amendments must state the amendment and reason for the request. No alteration of the terms of this Funding Agreement shall be valid or binding upon either party unless made in writing and duly executed by both Parties.
6. INDEMNIFICATION. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
7. INDEPENDENT CONTRACTOR. The Parties understand and agree that Contractor is independent and that no employment relationship between Contractor and the County is created by this Funding Agreement.
8. ASSIGNMENT. Contractor may subcontract its interest in this Funding Agreement.
9. ENTIRE AGREEMENTS. This Funding Agreement and the Grant Agreement constitutes the entire agreements regarding the subject matter hereof.
10. GOOD FAITH. The Parties agree to act in good faith at all times during the term of this Funding Agreement.

11. **CONFLICT OF INTEREST.** The Parties 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 Funding Agreement or Grant Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Funding Agreement and is later discovered by the County, the County may immediately terminate this Funding Agreement by giving written notice to Contractor.
12. **SEVERABILITY.** The invalidity of any provision of this Funding Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
13. **NOTICES.** Any notice required under this Funding Agreement or the Grant Agreement shall be effective only if made in writing and delivered by personal service, email, and/or by mail and addressed as follows. Parties may, by written notice to the other, change its own mailing address.

Contractor

Scott McCallum, Executive Director
PCIRC
P.O. Box 3005
Quincy, CA 95971
Email: smccallum@pcirc.com
Email: highsierragrants@yahoo.com

County

Tracey Ferguson, AICP, Planning Director
Plumas County Planning Department
555 Main Street
Quincy, CA 95971
Email: traceyferguson@countyofplumas.com

In executing this Funding Agreement, each individual represents that he or she is fully authorized to execute and deliver this Funding Agreement and the County demonstrates that Contractor is aware of and will comply with the provisions of the Grant Agreement between State and County.

IN WITNESS WHEREOF, the Parties hereto have executed this Funding Agreement.

COUNTY OF PLUMAS

PCIRC

Dwight Ceresola DATE
Chair, Board of Supervisors

Scott McCallum DATE
Executive Director

ATTEST

Heidi White
Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel

ATTACHMENT 1

GRANT AGREEMENT
BETWEEN STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)
AND
COUNTY OF PLUMAS
AGREEMENT NUMBER 20-CDBG-CV2-3-00299
CDBG-CV2-3 GRANT
EXECUTED DECEMBER 20, 2021
SEE EXHIBITS A, B, C, and D

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 20-CDBG-CV2-3-00299	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Twenty-Four (24) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$150,000.00

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ - + - Exhibit D	CDBG-CV2/3 Program Terms and Conditions	25
+ - Exhibit E	Program Application	222

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OlS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Plumas

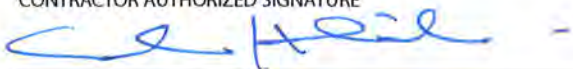
CONTRACTOR BUSINESS ADDRESS

520 Main Street

PRINTED NAME OF PERSON SIGNING

Gabriel Hydrick

CONTRACTOR AUTHORIZED SIGNATURE



CITY

Quincy

STATE

CA

ZIP

95971

TITLE

County Administrator

DATE SIGNED

12/13/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-CDBG-CV2-3-00299

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833


PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

12/20/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the new federal funding for Community Development Block Grant Program for non-entitlement jurisdictions, tranches 2 and 3 (hereinafter, "CDBG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in

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NOFA Date: 12/18/2020
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Prep. Date: 10/11/2021

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writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section VI, and Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.
- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
 - An activity that benefits low- and moderate-income (LMI) persons
 - An activity designed to meet community development needs having a particular urgency. The activity must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, and the recipient must demonstrate inability to finance the activity on its own and that other sources of funding are not available.
 - An activity that aids in the prevention or elimination of slums or blight

3. **Duplication of Benefits (DOB)**

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136) and described in FR-6218-N-01, the CDBG-CV Federal Register Notice, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018, it is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source.

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Grantees must have on file with the Department duplication of benefits policies and procedures that include recapture requirements and processes. Grantees must report to the Department on DOB throughout the Agreement Term. DOB must be tracked at both the programmatic level and at the client service level. The Grantee must collect affidavits from program participants agreeing to repay any portion of proceeds determined to be a duplication of benefits, with such proceeds to be returned to the Grantee and Grantee must re-capture funds from households that have received a DOB. The Department will recapture funds from Grantees with DOB(s).

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

4. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. Pre-application costs, pre-agreement costs, and pre-award costs are permitted. However an environmental review must be performed and a release of funds must be obtained in accordance with 24 CFR part 58 prior to committing CDBG-CV funds to reimburse such costs. The CDBG-CV Grantee agrees that any Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, will be subject to an environmental review prior to the execution of this Agreement by the Department and that this Agreement must be executed prior to reimbursement for pre-agreement costs incurred by the Grantee .

5. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 24 months (two (2) years) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions beyond the 24 months will require the Department's approval and a contract amendment.

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- B. Expenditure Deadline: All Program funds shall be expended no later than 24 months (two (2) years) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.

1) Reporting Deadlines:

- a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
- b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Expenditure Deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline may be deemed ineligible and the Grantee may be required to repay all grant funds expended on the activity.

- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.

1) Failure to Meet Milestones:

- a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and may result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.
- b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is

EXHIBIT A

completed, or the activity is canceled.

- 2) Any milestone or deadline except for: (1) the first milestone, (2) the final activity report milestone, and (3) the expenditure deadline, may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

6. **Scope of Work Revisions and Amendments**

A. Contract Revisions:

1) Adjustments to the Scope of Work that do not require:

- a) an increase or reduction of activity scope;
- b) a change in National Objective; or a
- c) change in the type of beneficiaries assisted

may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate.

2) Contract Revisions may include but not be limited to:

- a) Adjustments that:
 - i. Itemize the scope of work;
 - ii. Revise milestone deadlines except for first and last milestones; and/or
 - iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce the number of estimated beneficiaries.
- b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without

EXHIBIT A

changing the overall budget.

B. Contract Amendments:

1) Adjustments to the Scope of Work that:

- a) Require an increase or a reduced scope of work:
- b) Change the National Objective; or
- c) Change the type or reduces the number of beneficiaries assisted

shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

2) Contract Amendments may include but not be limited to:

a) Adjustments that:

- i. add scope beyond what was included in the original application;
- ii. reduce scope such that the activity is materially different from the original application; or
- iii. reduce estimated beneficiary counts.
- iv. Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

C. HUD Matrix Codes:

If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

EXHIBIT A

7. State CDBG Program Contract Management

A. Department Contract Manager:

For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-6468
Email: CDBG@hcd.ca.gov

B. Contract Management:

Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

- 3) Financial Reports (Funds Requests);
- 4) Activity Reports;
- 5) Semi-Annual Reports;
- 6) Annual Reports;
- 7) Submittal of any and all requested supporting documentation;
- 8) Standard Agreement Revisions (non-material contract changes); and,
- 9) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator:

The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile.

EXHIBIT A

Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.
- B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the Department's accounting system.

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,
 - 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.
- C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports (funds requests) required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

EXHIBIT B

2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

- A. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not receive a commitment of funds, nor shall funds be reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR Part 50, 24 CFR Part 58, and 42 USC §4321, et seq.
- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR §200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR §200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income,

EXHIBIT B

rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

- D. **Withholding Funds:** The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR §200.302, and the internal control requirements of 2 CFR §200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.
- E. **Disencumbering Funds:** The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.
- F. **Indirect Costs:** If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.
- G. **Pre-Agreement Costs:** Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG-CV1 funds.

4. **Method of Payment**

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Activity Report must be for a minimum of \$1,000.00, except for the final funds

EXHIBIT B

request, which must be marked "Final". Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

- A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
 - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.
- B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.
- C. Final Payment Requests:
- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline

EXHIBIT B

referenced in Exhibit A, Section 5 of this Agreement.

- 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.
- 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.
- 4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 5, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. Budget Revisions and Amendments

Budget line item adjustments may be made in accordance with the following:

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
 - 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.
 - 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing

EXHIBIT B

the overall budget.

- 3) Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

- A. Expenditure Deadline:

- 1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than thirty (30) days prior to the Expenditure Deadline.
- 2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

- 1) A Final Activity Report that includes all required reporting data for the activity;
- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,
- 4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

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If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within sixty (60) days after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

- B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

EXHIBIT D

CDBG-CV2-3 PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No.: B-20-DW-06-0001

CFDA Number: 29.019

Date HUD Grant Agreement Signed: 11/26/2020

2. Definitions

A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.

- 1) Acquisition (§ 5305 (a)(1))
- 2) Public Improvements (§ 5305 (a)(2))
- 3) Public Facilities (§ 5305 (a)(2) and (5))
- 4) Public Services (§ 5305 (a)(8))
- 5) Business Financial Assistance (§ 5305 (a)(17))
- 6) Microenterprise Assistance (§ 5305 (a)(22))

B. "Activity Budget" means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs associated with activity implementation that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.

E. "CARES Act" means the Coronavirus Aid, Relief and Economic Security Act.

F. "Department" means the California Department of Housing and Community Development.

"Financial Report" is also identified as a funds request and refers to the forms

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- and processes required to request the drawdown of CDBG-CV2/3 funds (requests for funds must be a minimum of \$1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.
- G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13), as further described in the CDBG Program Guidelines, § 208.
- H. "Grantee" means the jurisdiction that applied for CDBG-CV2/3 funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR Part 200.
- I. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR §200.458 and 24 CFR §570.489(p) and are costs that are eligible per 2 CFR §200.400 et. seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- K. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code §50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- L. "Program Income", as defined in 24 CFR §570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

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- M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

3. **Eligible Activities**

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG-CV2/3 activities as authorized under the CARES Act, (Public Law No: 116-136), 42 U.S.C. §5305 and 24 CFR §570.482.

4. **National Objectives**

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section I. All CDBG-CV2/3 funded activities must meet a National Objective as defined in 42 U.S.C. §5304(b)(3), as amended, and 24 CFR §570.483.

Real Property acquired or improved in whole or in part with CDBG-CV2/3 funds must be used to meet the same National Objective for which it was purchased or improved for no less than five years from the date of acquisition/completion. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-CV2/3 funds.

5. **Termination and Remedies for Noncompliance**

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR §200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR §200.340.

- A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the

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portion to be terminated and the effective date.

- B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).
- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR §200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
 - 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
 - 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - c) Wholly or partly suspend or terminate the current award for the

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Grantee's program or project, as applicable.

- d) Withhold further and/or future awards of CDBG/CDBG-CV2/3 funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.
 - f) Take other remedies that may be legally available, including, but not limited to:
 - (i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
- 4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR §200.341.
- C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR §200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR Part 2424. CDBG-CV2/3 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

6. **Severability**

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- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

7. **Waivers**

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. **Uniform Administrative Requirements**

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

- A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR § 200.300 et seq, and agrees to adhere to

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the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

- C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

9. **Compliance with State and Federal Laws and Regulations**

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG-program.
- B. Grantee shall comply with the requirements of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law No: 116-136, the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) §570.480 et. Seq., 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 200 and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

10. **Affirmatively Furthering Fair Housing**

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

11. **Equal Opportunity Requirements and Responsibilities**

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Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG/CDBG-CV2/3 certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Fair Housing Act (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d), regarding relocation and displacement, and Section 109, prohibiting discrimination in CDBG funded programs, of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or

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advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

12. **Relocation, Displacement, and Acquisition**

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR §570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

13. **The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):**

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

- A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

- C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

14. **Environmental Compliance**

- A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.
- B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

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- D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic

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property list.

- H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.
- I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. **Procurement**

The Grantee shall comply with the procurement provisions in 2 CFR §200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR Part 200, et seq., as applicable.

16. **Procurement of Recovered Materials**

- A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain

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the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:

- 1) are not reasonably available in a reasonable period of time;
 - 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 3) are only available at an unreasonable price.
- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
 - 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
 - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

17. **Contracting and Labor Standards**

- A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value,

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or compensation of any kind.

- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

18. **Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. § 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.
- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the

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Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

19. Contractors and Subrecipients

- A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR Part 200.
- C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.
- D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

20. Requirements for Economic Development Activities

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR §570.482 (e) (f), (g) and §570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all

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CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

- B. Anti-Job Pirating Certification: Pursuant to 24 CFR §570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

21. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulation issued by the awarding agency.

22. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,
- B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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23. Reporting Requirements

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.
- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.
- C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG/CDBG-CV2/3 funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

24. Fiscal Controls

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Grantee under this Agreement.

EXHIBIT D

- A. **Deposit of Funds:** Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG -CV2/3 funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. **Fund Management:** Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;
- C. **Fiscal Liability:** Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- D. **Fiscal Records:** All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. **Program Income:** Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

25. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG-CV2/3 funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG/CDBG-CV2/3 funds (including CDBG-CV2/3 funds provided to the Grantee in the form of a loan and Program Income) in excess of \$35,000.00 shall be either:

EXHIBIT D

- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG/CDBG-CV2/3 funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG/CDBG-CV2/3 funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

26. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG--CV2/3 grant no less than once during the twenty-four (24) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR §200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

27. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in

Program Name: Community Development Block Grant Coronavirus Response Round 2 and 3(CDBG-CV2/3)

NOFA Date: 12/18/2020

Approved Date: 7/8/2021

Prep Date: 10/11/2021

EXHIBIT D

accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

28. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

29. Insurance

- A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

EXHIBIT D

B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors, , will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement, and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities, and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

30. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

Program Name: Community Development Block Grant Coronavirus Response Round 2 and 3(CDBG-CV2/3)

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- employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. Conflict of Interest

Pursuant to 24 CFR §570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG-CV2/3 activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG-CV2/3-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

32. Obligations of Grantee with Respect to Certain Third-Party Relationships

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the

EXHIBIT D

assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. §5304(g)].

33. **Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

34. **California State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT D

- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

ATTACHMENT 2

SCOPE OF WORK

Plumas County CV2-3-00299
PCIRC Dragonfly Café

SCOPE OF WORK
ATTACHMENT 2

Background

Plumas Crisis Intervention & Resource Center (PCIRC) is a non-profit organization established in 1983 and is now in its 38th year of providing services to Plumas County's most vulnerable populations. PCIRC is the point of Coordinated Entry for the homeless and a partner in the NorCal Continuum of Care.

PCIRC has collaborated with Plumas County in years past on multiple CDBG projects to establish homeless day shelters, food banks and family resource centers within the county. The agency houses and operates multiple programs under its umbrella including the following: Plumas County SAFE Program (victims of sexual assault); Plumas CASA (Court Appointed Special Advocate) Program; two homeless day shelters in Quincy & Portola, respectively; Mac Housing Program (emergency shelter, rapid re-housing, homeless prevention, street outreach & utility assistance); CalWorks Housing Program (for families with children); Plumas County Re-entry Warm-Hand Off Program (transitioning offenders and parolees); Ohana House Emergency & Transitional Shelter (8-bed congregate housing); Pathways Home (housing assistance for transitioning offenders & parolees); on-site food pantries and clothing & hygiene items for at-risk clients. PCIRC also serves as the fiscal agent for multiple food banks countywide. PCIRC has an additional office in Sierra County where it operates the Sierra SAFE Program which provides multiple services to victims of sexual assault and domestic violence.

Plumas County has a population of 19,790 people (2020 US Census) with 13.5% of its residents living in poverty. Plumas County's civilian unemployment rates jumped to 12.2% in February 2021 according to the Employment Development Department as many businesses were shut down or required to operate in reduced capacities due to COVID-19. The homeless, transitioning offenders and parolees have a more difficult time seeking, securing, and sustaining employment. They lack training, job experience and skills. Required employment documents have often been lost. And, they are not prepared with resume's, interview clothing and experience in passing job interviews. These issues create a swinging door system pushing them in and out of jails and probation/parole services. It is estimated that 50% of program participants seeking services with PCIRC have zero income and are homeless.

Plumas County CV2-3-00299
PCIRC Dragonfly Café

SCOPE OF WORK
ATTACHMENT 2

Activity Summary

PCIRC will have contractor perform renovation work to an existing building in downtown Quincy to develop a public facility named Dragonfly Café dedicated to the training, vocational education, and workforce development of low- and moderate-income (LMI) populations, including those who have been chronically unemployed, lost jobs or been unable to secure jobs due to COVID-19. The Dragonfly Café will serve as a community training center, create on-site jobs, provide job placement regionally and support program participants in the retention of jobs. Topics will include culinary, hospitality, business management/entrepreneurship, bookkeeping, life skills, restaurant etiquette, and customer service.

A component of the Training Program is to operate a store front restaurant several days per week under a soft opening to provide the full restaurant experience to program participants to learn the front and back house operations of a restaurant. Culinary classes will provide meals for the homeless and items for food bank distribution. Students, as part of their training program, will provide weekend restaurant services to secure program income for ongoing sustainability. The program will launch a series of unique food products to sell across local tourism sites and through a web-based shop. This will engage participants in training in the entrepreneurship side of running a business. Senior gourmet meals will encompass an additional future program component to help feed homebound elderly. Engaging program participants to help identify and meet community gaps builds self-confidence, establishes roots, and provides full engagement to embrace their communities.

This project compliments and builds on existing programming within Plumas County, including the Mise-En-Place program provided in-house at the Plumas County Jail. Inmates will have the opportunity to transition their skills beyond incarceration to complete safe-serve certificates and graduate from this program.

PCIRC operates a satellite food bank which will also be relocated to this site for food distribution addressing the high rates of food insecurity within the County. The site will create take-away meals for the homeless, Veterans, seniors, and other food insecure populations in Plumas County.

PCIRC is working with Chef Sean Conry who has experience with high-risk offenders within culinary programs and has designed a model program for this project. As an

Plumas County CV2-3-00299
PCIRC Dragonfly Café

SCOPE OF WORK
ATTACHMENT 2

essential public facility for the community and its members, PCIRC will provide intensive wraparound services as part of this programming to assure individual successes in the job market, in securing permanent housing and in individual family and life successes. Each program component will increase participant skills and marketability and lead to a decrease in the number of homeless and reoffending clients in the County.

Additional training components and certifications will be added in future phases. Upon graduation from the program, staff will assist participants with job location, placement, and retention services.

Scope of Work

1. Engineer/designer procurement
2. Preparation and submittal of construction documents and plans by engineer/designer
 - a. Building permit(s) issued
3. Prime contractor procurement (including any sub-contractor procurement)
 - a. Comply with the applicable federal requirements found in 2 CFR Part 200
4. Agency collaboration
 - a. Caltrans and acquisition of encroachment permit
 - b. County Environmental Health Department to obtain necessary permit(s), if any
5. Property facility renovations by contractor/subs
 - a. Tenant improvements (e.g., wiring, HVAC, new flooring, new ADA bathroom, new condenser for walk in freezer, lighting, fans)
 - b. Kitchen equipment and restaurant furnishings installed
6. Training program
 - a. Culinary, hospitality, business management/entrepreneurship, bookkeeping, life skills, restaurant etiquette, and customer service
 - b. Soft opening
 - c. Grand opening
7. Close out

ATTACHMENT 3

BUDGET

ATTACHMENT 3

Budget Report

Passthrough Agency: California Department of Housing and Community Development
 Program: CDBG-CV2 and 3 Allocation
 Stage: Budget-to-Actual

Report Date: 11/18/2022
 Requested By: Tracey Ferguson
traceyferguson@countyofplumas.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Dragonfly Cafe	Jobs, economic dev	0	\$0.00	\$0.00	\$136,000.00	\$0.00	TBD	\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$136,000.00	\$0.00		\$0.00	

General Administration										
	Dragon Fly Cafe	Plumas County	0	\$0.00	\$0.00	\$14,000.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$14,000.00	\$0.00		\$0.00	

Activity Delivery										
Activity Delivery Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	

Grant Total			0	\$0.00	\$0.00	\$150,000.00	\$0.00		\$0.00	
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Budget Report, Created by Tracey Ferguson, traceyferguson@countyofplumas.com, 11/18/2022
 Source: eCivis™ Portal
<http://www.ecivis.com/>



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to sign a Funding Agreement by and between the County of Plumas and Rural Communities Housing Development Corporation in the amount of \$115,442 under the Local Government Regional Early Action Planning Grant Program; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

Approve and authorize Chair to sign Funding Agreement by and between County of Plumas and Rural Communities Housing Development Corporation (RCHDC) under the Local Government Regional Early Action Planning (REAP) Grant Program

Background and Discussion

Department of Housing and Community Development of the State of California (HCD) has executed Grant Agreement in the amount of \$121,517 with the County to provide one-time grant funding to provide jurisdictions with assistance associated with accelerating the production of affordable housing.

Plumas, in a regional collaboration with Sierra County and the Rural Communities Housing Development Corporation (RCHDC), or development sponsor committed through a Memorandum of Understanding (MOU) executed by the County and RCHDC on February 11, 2021, is planning a 34-unit multifamily apartment complex for permanent supportive affordable housing. RCHDC, has site control of a parcel in Quincy/East Quincy with an Option Agreement extending through December 2023. The 1.29 acre planned project parcel is zoned "M-R" Multiple-Family Residential. Plumas and Sierra counties behavioral health departments have committed to setting aside 15 units for special needs populations with extremely low-income, not to exceed 30% of the Area Median Income, whereas 18 units will be designated as affordable to lower income households at 60% and below the Area Median Income, and the remaining 1 unit will be an unrestricted market rate full-time property manager unit.

RCHDC's \$115,442 scope of work under the REAP grant includes Eligible Activity 5 or pre-development costs associated with site readiness for the County's permanent supportive affordable housing project, including site planning, technical studies, evaluation of infrastructure, environmental documentation, and completion of any entitlement, if needed.

The County retains Eligible Activity 6 or covering the costs of administering the grant program (\$6,075).

All grant funds must be spent no later than October 31, 2023.

Action:

Approve and authorize Chair to sign Funding Agreement by and between County of Plumas and RCHDC in the amount of \$115,442 under the REAP Grant Program

Attachments:

1. Plumas_RCHDC_FundingAgreement_REAP_HCD Grant

FUNDING AGREEMENT
COUNTY OF PLUMAS AND RURAL COMMUNITIES HOUSING DEVELOPMENT CORPORATION
LOCAL GOVERNMENT REGIONAL EARLY ACTION PLANNING GRANT PROGRAM
HEREINAFTER “REAP” OR THE “PROGRAM”

This FUNDING AGREEMENT is entered into by and between the County of Plumas, a political subdivision of the State of California, (hereinafter referred to as “County”) and Rural Communities Housing Development Corporation (RCHDC), a California nonprofit public benefit corporation (hereinafter referred to as “Contractor”), or collectively the PARTIES.

A. PURPOSE:

Department of Housing and Community Development of the State of California (“State” or “HCD”) has executed Grant Agreement Number 21-REAP-16844 (“Grant Agreement”) in the amount of \$121,517.00 with the County to provide one-time grant funding pursuant to Health and Safety Code section 50515.02(a) to develop and accelerate the implementation of the requirements contained in the Council of Governments or Regional Entity’s application pursuant to Health and Safety Code section 50515.02(d)(1), including providing jurisdictions with assistance associated with accelerating the production of affordable housing. The Contractor’s scope of work includes Eligible Activity 5 – pre-development costs associated with site and funding readiness for permanent supportive affordable housing project (\$115,442.00). County retains Eligible Activity 6 – covering the costs of administering the grant program (\$6,075.00).

B. CONTRACTOR SHALL:

1. Comply with all the requirements and obligations under the Grant Agreement (Attachment 1), including all paragraphs and Exhibits A, B, C, and D as attached or incorporated by reference and made a part of the Grant Agreement.
2. Complete work, more particularly described in the Scope of Work (Attachment 2) as attached and made a part of the Grant Agreement.
3. Adhere to Budget (Attachment 3) as attached and made a part of the Grant Agreement.
4. Expend all Program grant funds no later than October 31, 2023. Reimbursement is not permitted for activities occurring prior to December 10, 2021.
5. Submit grant invoice to County no more frequent than monthly or no less frequent than quarterly. Invoice shall have sufficient back up to document costs. Each invoice shall include project reporting in accordance with the Grant Agreement terms. Final invoice shall be sent to County on or before November 1, 2023.

C. COUNTY SHALL:

1. Disperse Grant Agreement funds not to exceed one-hundred and fifteen thousand four-hundred and forty-two dollars and zero cents (\$115,442.00) to Contractor, as set forth in the Budget (Attachment 3).
2. Make timely payments to Contractor not to exceed 30 days after date of Contractor invoice.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

1. TERM. The term of this Funding Agreement shall be through October 31, 2023, in accordance with the Grant Agreement unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 10, 2021 to date of approval of this Funding Agreement by the Board of Supervisors.
2. TERMINATION GRANT AGREEMENT. The County or State may terminate the Grant Agreement in accordance with the Grant Agreement terms.
3. TERMINATION FUNDING AGREEMENT. County or Contractor may terminate this Funding Agreement at any time upon thirty (30) days written notice to the other party ("Termination Effective Date"). Upon notice of termination, Contractor shall cease work and submit a final invoice for any work that has been completed as of the Termination Effective Date. County's obligation to reimburse Contractor for such final invoice shall survive the Termination Effective Date.
4. AMENDMENT GRANT AGREEMENT. Amendments by the Contractor to the Grant Agreement may be modified at any time by mutual agreement of the Parties in accordance with the Grant Agreement terms. Requests by the Contractor for such amendments must be in writing to the County, signed and dated by the Contractor, stating the amendment request and the reason for the request.
5. AMENDMENT FUNDING AGREEMENT. Amendments to this Funding Agreement may be made at any time by mutual agreement of the Parties, expressed in writing and duly executed by both Parties. Requests for such amendments must state the amendment and reason for the request. No alteration of the terms of this Funding Agreement shall be valid or binding upon either party unless made in writing and duly executed by both Parties.
6. INDEMNIFICATION. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
7. INDEPENDENT CONTRACTOR. The Parties understand and agree that Contractor is independent and that no employment relationship between Contractor and the County is created by this Funding Agreement.
8. ASSIGNMENT. Contractor may subcontract its interest in this Funding Agreement.
9. ENTIRE AGREEMENTS. This Funding Agreement and the Grant Agreement constitute the entire agreement regarding the subject matter hereof.
10. GOOD FAITH. The Parties agree to act in good faith at all times during the term of this Funding Agreement.

11. **CONFLICT OF INTEREST.** The Parties 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 Funding Agreement or Grant Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Funding Agreement and is later discovered by the County, the County may immediately terminate this Funding Agreement by giving written notice to Contractor.
12. **SEVERABILITY.** The invalidity of any provision of this Funding Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
13. **NOTICES.** Any notice required under this Funding Agreement or the Grant Agreement shall be effective only if made in writing and delivered by personal service, email, and/or by mail and addressed as follows. Parties may, by written notice to the other, change its own mailing address.

Contractor

Beth Matsumoto, Director of Multifamily
Development
RCHDC
499 Leslie Street
Ukiah, CA 95482
Email: ematsumoto@rchdc.org

County

Tracey Ferguson, AICP, Planning Director
Plumas County Planning Department
555 Main Street
Quincy, CA 95971
Email: traceyferguson@countyofplumas.com

In executing this Funding Agreement, each individual represents that he or she is fully authorized to execute and deliver this Funding Agreement and the County demonstrates that Contractor is aware of and will comply with the provisions of the Grant Agreement between State and County.

IN WITNESS WHEREOF, the Parties hereto have executed this Funding Agreement.

COUNTY OF PLUMAS

RCHDC

Dwight Ceresola DATE
Chair, Board of Supervisors

Ryan LaRue DATE
CEO

ATTEST

Heidi White
Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel

1/30/2023

ATTACHMENT 1

GRANT AGREEMENT
BETWEEN STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)
AND
COUNTY OF PLUMAS
AGREEMENT NUMBER 21-REAP-16844
EXECUTED DECEMBER 10, 2021
SEE EXHIBITS A, B, C, and D

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-REAP-16844

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

County of Plumas

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

\$121,517.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	0
Exhibit B	Budget Detail and Payment Provisions	0
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP General Terms and Conditions	0
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Plumas

CONTRACTOR BUSINESS ADDRESS

555 Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

GABRIEL HYDRICK

TITLE

COUNTY ADMINISTRATOR

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

12/8/21

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

~~Shawn Singh~~ Synthia Rhinehart

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

12/10/2021

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

The Local Government Planning Support Grants Program is established for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the sixth cycle of the regional housing need assessment. Up to two hundred fifty million dollars (\$250,000,000) shall be distributed under the program in accordance with Sections 50515.02 and 50515.03. Of this amount, approximately one hundred twenty-five million dollars (\$125,000,000) is available to councils of governments and other regional entities. HCD shall administer the Program (referred to herein as the Regional Early Action Planning Grant Program, or "REAP") to councils of governments and other regional entities in accordance with the Notice of Funding Availability along with associated guidelines and forms ("NOFA"), pursuant to Health and Safety Code section 50515.04(f).

Pursuant to Health and Safety Code Section 50515.02(d)(3), a council of governments or a fiscal agent of a multiagency working group as defined in 50515.02, may request up to 25 percent of its available funding in advance. This Standard Agreement authorizes the encumbrance of total funds available to the applicant pursuant to the NOFA, subject to all statutory requirements and all applicable provisions including the NOFA, initial application, subsequent advance payment application, award for 25% advance payment, and award for the remaining amount, along with the required amendment to this agreement.

The Grantee shall consult with the Department on any amendment or other provision related to the implementation of the Program. The Department decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.04(g).

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning activities pursuant to the NOFA and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the NOFA, this Agreement, subsequent amendments to this agreement, the

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representations contained in the initial advance payment and subsequent full application(s), and the requirements of the authority cited above. Based on all representations made by the Grantee, the State shall encumber the full amount pursuant to the NOFA and provide advance payment upon request and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds as described in Exhibit B.

3. Definitions

Terms herein shall have the same meaning as defined by the NOFA.

4. Scope of Work

Grantee shall use the awarded funds in accordance with the approved scope of work as contained in the timeline and budget and related information outlined in the application for 25 percent advance payment and subsequent applications for total funding. The scope of work may be amended in compliance with statutory requirements subject to approval by the Department.

5. Monitoring

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Scope of Work, approved application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by the Department at any point during the term of the agreement and subject to any amendments to this agreement.
- B. The Department may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this agreement, including but not limited to reporting or audit requirements, implementing advance payment(s), or award amount to the Grantee.
- C. The department may monitor expenditures and activities of an applicant, as the department deems necessary, to ensure compliance with statutory or department requirements.

EXHIBIT A

- D. The department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee pursuant to Health and Safety Code section 50515.05 (e), or pursue any other remedies available to it by law for failure to comply with statutory or department requirements.
- E. The department's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.04(g).
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this agreement or subsequent amendments.

6. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: REAP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in any application and award and any subsequent modifications or additions thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this agreement shall not exceed \$121,517.00.
- B. This agreement authorizes an initial advance payment(s) for eligible activities as described in the 25 percent application.
- C. This agreement authorizes subsequent award amounts or advance payment up to the total award amount as described in Section 2A and subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the 25 percent advance payment, any additional payment, subsequent payment and the total amount prior to disbursement of funds. The

EXHIBIT B

schedule is subject to Department approval and may be revised as the Department deems necessary.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by December 31, 2023 pursuant to Health and Safety Code section 50515.04(c)(1).
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before November 1, 2023, to ensure the Department meets the December 31, 2023 expenditure deadline. Under special circumstances, approved by the Department, the Department may provide exception, including, but not limited to, advance payment to carry out the terms of this agreement.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA which includes associated forms and guidelines and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve planning activities in accordance with the NOFA.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.

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- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance the subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after October 1, 2019, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.

5. Performance

The Grantee will be subject to amendments to this section as a result of future applications and awards.

6. Fiscal Administration

- A. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this even, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.
- C. If funding for any fiscal year is reduced or deleted by Budget Act for purposes of this program, the State shall have the sole discretion to cancel this agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated by the Contractor.

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REAP TERMS AND CONDITIONS

1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

3. Audits

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- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.
- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
 - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
 - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Grantee shall submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of

EXHIBIT D

records retention is stipulated.

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.
 - 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. **Remedies of Non-performance**

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

EXHIBIT D

- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee shall submit any requested documents to the Department within 30 days of the early termination notice.
- E. A strong implementation component for the funded activity through this Program is required, including, where appropriate, agreement by Grantee and its subcontractors to formally adopt or complete a planning or other activity consistent with the NOFA. The Grantee must carry out provisions to ensure the adoption or completion of activities in accordance with the NOFA, including activities subcontracted to localities. Grantee may be subject to repayment of the grant should the Grantee or any of its subcontractors under this agreement fail to adopt or complete activities set forth in its application, this Agreement or any amendments to this Agreement.
- F. The following shall each constitute a breach of this Agreement:
- 1) Grantee's failure to comply with any term or condition of this Agreement.
 - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
- 1) Revoke existing REAP award(s) to the Grantee;
 - 2) Require the return of unexpended REAP funds disbursed under this Agreement;
 - 3) Require repayment of REAP Funds disbursed and expended under this agreement;
 - 4) Seek a court order for specific performance of the obligation defaulted upon,

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or the appointment of a receiver to complete the obligations in accordance with the REAP Program requirements; and

- 5) Other remedies available at law, by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
 - 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.
- H. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

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8. Third-Party Contracts

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn

EXHIBIT D

include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP.

- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

- A. Definitions

EXHIBIT D

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon

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creation of each Work Product automatically assign, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and/or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the joint owners and no further will be necessary to transfer ownership to the Department.

13. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

ATTACHMENT 2

SCOPE OF WORK

Project Description for Eligible Activity 5 - Providing jurisdictions and other local agencies with technical assistance, planning, temporary staffing or consultant needs associated with updating local planning and zoning documents, expediting application processing, and other actions to accelerate additional housing production.

Provide a description of the activity using the method outlined below, and ensure the narrative speaks to Project Timeline and Budget for Eligibility Activity 5 on the next page.

- a) Summary of the activity.*
- b) Description of what is being provided.*
- c) Demonstration of uses for planning and zoning documents, expedited permit processing and other actions.*
- d) Explanation of impact on how activity will increase housing planning and facilitate local housing production.*
- e) Description of the tasks, sub-tasks and timing.*

Please be succinct. Additional space is provided on the following pages if needed.

Site Readiness for Permanent Supportive Housing Project

Plumas County, in cooperation and further establishing relationships with Plumas-Sierra Counties CoC Advisory Board and Sierra County, is planning for housing needs and the development of an affordable permanent supportive housing project in Quincy that will serve the regional housing needs of Plumas and Sierra counties.

The REAP program for Plumas County will provide funding for the County in cooperation with Plumas/Sierra's Development Sponsor (Rural Communities Housing Development Corporation or RCHDC) for the development of permanent supportive housing for people with a serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness.

The new construction housing project is impactful and is anticipated to increase the affordable housing stock by 34 units in Plumas County, of which 15 would be permanent supportive housing studio units for homeless individuals with a serious mental illness earning 20% AMI or less. The remaining 19 affordable units include units for those earning 30% AMI and 60% AMI. These units will be applied toward Plumas County's 2018-2024 RHNA for extremely low, very low, and low income, exceeding the number of lower income units allocated.

Plumas and Sierra counties anticipate that additional pre-development costs associated with the permanent supportive housing project will be needed for site readiness including environmental documentation and project entitlements. This REAP grant would include site planning and technical studies, evaluation of infrastructure, environmental documentation (CEQA), and completion of any entitlements, if needed.

ATTACHMENT 3

BUDGET

Project Timeline and Budget for Eligible Activity 5 – Technical Assistance and other actions

Task	Est. Cost ¹⁸	Begin	End ¹⁹	Deliverable
Permanent Supportive Housing Project	115,442.00	12/10/21	10/31/23	site plans and technical studies, infrastructure analysis, CEQA
Total Project Cost \$	115,442.00			

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), REAP budget amounts, begin and end dates and deliverables.

¹⁸ If the project/task is combined with other sources of funds, please disclose amounts and sources in Notes.

¹⁹ End dates must be before November 1, 2023.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: DeLena Jones

MEETING DATE: February 7, 2023

SUBJECT: Adopt RESOLUTION to Amend the FY 2022/2023 County Personnel Allocation to increase the Office Supervisor position allocation in Budget Unit 70560 by .075 FTE to .825 FTE, and decrease the Administrative Assistant II position from 1 FTE by .25 to be .75 FTE; discussion and possible action. Roll call vote

Recommendation

The Director of Public Health respectfully recommends that the Board of Supervisors Approve a Resolution to Amend the FY 2022-2023 County Personnel Allocation to increase the Office Supervisor position allocated in Budget Unit 70560 to .825 FTE and reduce the Admin Assistant position allocated to .75 FTE

Background and Discussion

As the Board is aware, Plumas County Public Health Agency is required to provide a variety of services, many state-mandated. Due to staffing changes, the Agency would like to increase the allocation by .075 to the Office Supervisor position, while decreasing the FTE allocation of the Admin Assistant position by .25.

Action:

Approve a Resolution to Amend the FY 2022-2023 County Personnel Allocation to increase the Office Supervisor position allocated in Budget Unit 70560 to .825 FTE and reduce the Admin Assistant position allocated to .75 FTE

Attachments:

1. Critical Staffing Request Office Supervisor 9_7_22
2. 1-Admin & Fiscal Services 1 23

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Office Supervisor – Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
Administrative Assistants and Office Assistants are the workforce for administrative services, which supports the operations unit of the Department. The Office Supervisor provides support for these positions.
- Why is it critical that this position be filled at this time?
Office Supervisors provide consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
Effective 1/31/2022.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. However, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

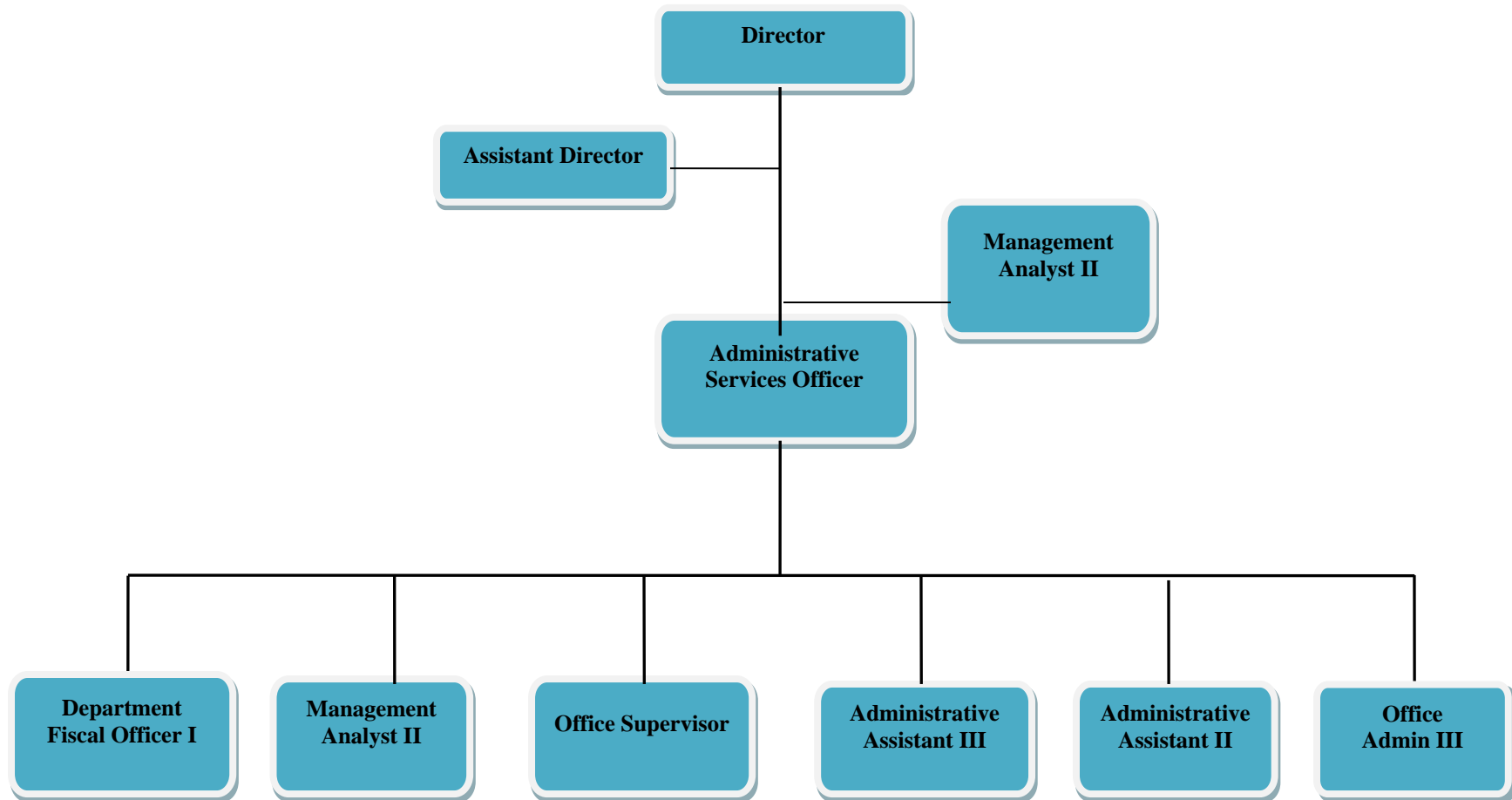
FY19/20 = \$1410,133

FY20/21 = \$1421,255

FY21/22 = \$1422,317

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION**

1





Plumas County Environmental Health

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

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

Date: January 25, 2023
 To: Honorable Board of Supervisors
 From: Rob Robinette, Interim Director
 Agenda: Agenda Item for February 7, 2023
 Subject: Request to Extend Existing Contract Supplying Emergency Extra Help for Fire Debris Removal Management

Recommendation:

Approve extending the existing agreement with the California Association of Environmental Health Administrators (CAEHA) for emergency staffing services to continue to populate the emergency structural debris, ash, hazard trees, and lead contamination removal management resulting from the Dixie and Beckwourth fires and authorize the Board Chair to sign the agreement.

Contract extension concurrence received from Debra Lucero, CAO.

Approved as to form by Joshua Brechtel, County Counsel.

Background and Discussion:

The urgency ordinance mandates that structural debris, ash, and hazard trees are removed via the State's consolidated debris removal program, or a private (alternative) debris removal program. Some of the structural debris sites along with removal of the lead contaminated soils are not yet complete due to winter weather conditions and other site-specific factors.

The following are the reasons for this contract extension request:

1. Continuity for finishing the Alternate Program debris removal:
 To date, 98 of the 114 total properties in Alternate Debris Removal Program have been completed under CAEHA contract oversight. The remaining 16 properties are in various stages of completion, including waiting for tree removal (8 properties), waiting for completion documentation and review (4 properties), waiting for owner payment and data submittal (2 properties), and waiting for contractor selection (2 properties). Contract staff has developed relationships with each of these property owners and is in the best position to bring these cleanups most quickly and efficiently to completion.
2. Assistance with upcoming Zone X lead removal work.
 One hundred forty-three (143) properties are eligible for the state Department of Toxic Substances Control (DTSC) lead-contaminated soil removal and backfill program. Contract staff is educating property owners, developing outreach materials, encouraging owners of high-risk properties to sign up for and stay in the program, and serving as a liaison between DTSC and local Public Health, Environmental Health, and the Building Department on technical issues. To date, only 41 properties have been excavated and 20 have been backfilled. The remaining cleanup work, including coordinating return of properties to their owners, will be completed this

Request to Extend Existing Contract Supplying Emergency Extra Help for Fire Debris Removal Management

summer construction season which coincides with Environmental Health's busiest field work season.

3. Environmental Health's current staff capacity limitations:

Environmental Health is currently down one field inspector, an administrative assistant is on a prolonged leave of absence, and a Hazardous Materials Specialist is cross training for Environmental Health Specialist duties. It would be very difficult for existing staff to absorb the increase in Fire Debris removal and Zone X work during the busy summer season without staff burnout, sacrificing quality or both.

4. No additional funding allocation:

As of today, \$80,000 remains of the contract. The extension request is for more time to complete the work, not more money.

Approval of this agreement will allow the debris and lead removal process to move to completion.

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

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND THE CALIFORNIA ASSOCIATION OF ENVIRONMENTAL
HEALTH ADMINISTRATORS (CAEHA)

This First Amendment to the Agreement ("Amendment") is made on February 7, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** have entered into a written Agreement dated March 1, 2022, (the "Agreement"), in which **CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA)** agreed to provide emergency disaster debris management services to Plumas County, Department of Environmental Health.
- b. Because of the critical need to continue these support services due to the lack of staffing resources in Environmental Health to conduct the debris management program, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. Paragraph 3 is amended to read as follows:
The term of this agreement shall be from March 1, 2022 through December 31, 2023, unless terminated earlier as provided herein.
- b. Paragraph 22 is amended in part, to read as follows:

County:
County Administrative Officer
County of Plumas
520 Main street, Room 309
Quincy, CA 95971
Attn: Debra Lucero

- c. Exhibit B Section E is amended to read as follows:

Invoices will be sent monthly to the County and payment to be made directly to CAEHA – Tax ID#94-1675492 a 501(c)(4):

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND THE CALIFORNIA ASSOCIATION OF ENVIRONMENTAL
HEALTH ADMINISTRATORS (CAEHA)

California Association of Environmental Health Administrators
Justin Malan, Executive Director
910 K. Street, Suite 300
Sacramento, CA 95814
E-mail: Justin@ccdeh.com
916-448-1015

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated March 1, 2022, shall remain unchanged and in full force and effect.

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

COUNTY

Dwight Ceresola
Chair, Board of Supervisors
Date: _____

ATTEST:

Heidi White,
Clerk of the Board
Date: _____

CONTRACTOR

Dave Conway, President CAEHA
Tax ID #94-1675492
Date: _____

Steve Van Stockum

Secretary/Treasurer CAEHA
Date: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel

1/25/2023



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone: (530) 283-6240 Fax: (530) 283-6116

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

January 27, 2023

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

SUBJECT: Approve and authorize ratification of the County Administrative Officer's signature on this First Amendment to Agreement between Plumas County and Arcadis, U.S., Inc., extending term through August 31, 2023.

Background:

In August 2021 the Dixie Fire tore through Plumas County leaving destruction in its wake. The County put out a Request for Proposals looking for companies to assist in the aftermath, including recovery, from the fire. Arcadis U.S., Inc. had the successful proposal. The initial contract with Arcadis was for an amount not to exceed \$500,000. There is still work on the insurance claims collection and some grant assistance that Arcadis can provide without increase the contract amount. The current contract expired on January 31, 2023, we needed to extend the term of this agreement in order to use the remaining funds, so our County Administrative Officer signed the amendment prior to the expiration.

Proposal:

The County Counsel's Office seeks ratification of our County Administrative Officer's signature on this First Amendment.

Action:

It is recommended that the Board of Supervisors approve and authorize ratification of the County Administrative Officer's signature on this First Amendment to Agreement between Plumas County and Arcadis, U.S., Inc.

END OF MEMORANDUM

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND ARCADIS, U.S., Inc.

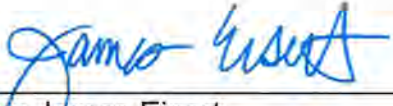
This First Amendment to Agreement ("Amendment") is made on January 25, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and ARCADIS U.S., Inc. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and ARCADIS U.S., INC. have entered into a written Agreement dated June 14, 2022, (the "Agreement"), in which ARCADIS agreed to provide various services to help Plumas County recover from the Beckwourth Complex and Dixie fires to Plumas County.
 - b. Because more time is needed to complete Task 3 of the Scope of Work, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 3 is amended to read as follows:

The term of this agreement shall be from June 14, 2022 through August 31, 2023, unless terminated earlier as provided herein.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated June 14, 2022, shall remain unchanged and in full force and effect.

CONTRACTOR:

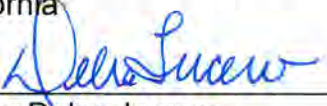
Arcadis U.S., Inc., a Delaware corporation

By: 
Name: James Eisert
Title: Vice President

Date signed: 1/25/2023

COUNTY:

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

By: 
Name: Debra Lucero
Title: County Administrative Officer

Date: 1/26/23



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nancy Selvage, Director of Human Resources

MEETING DATE: February 7, 2023

SUBJECT: Adopt RESOLUTION ratifying the Side Letter to the Memorandum of Understanding between the county of Plumas and the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and the Sheriff's Mid-Management Unit, approving the use of ARPA funds for a one-time lump sum, nonrecurring payment of \$1,500.00 to the Sheriff's Employee Association and Sheriff's Mid-Management Unit; discussion and possible action. Roll call vote

Recommendation

Requesting Board approval for the one-time lump sum, nonrecurring payment of \$1,500 to the Sheriffs Employee Association and Sheriffs Mid Management Unit.

Background and Discussion

Plumas County received funding from the American Rescue Plan Act of 2021 (ARPA). These funds aided local governments to help reverse the negative impacts of the COVID-19 pandemic. We have used ARPA funds for one-time lump sum payments to our essential workers in the form of a payment of \$1,500.

All other bargaining units received this lump sum payment in their last Memorandum of Understandings (MOU) during the most recent negotiations.

We would like to move forward with the one-time payment of \$1,500 for each of the Sheriff's employees. Currently we have fifty-two (52) full time employees in the Sheriff's office. This is a one-time cost of seventy-eight thousand dollars (\$78,000.00) to be paid out of the ARPA funds. This is included in the grant proposal submitted by Human Resources. This is a one-time, non-recurring lump sum payment to be included in the employees' paycheck once the side letter to the current Memorandum of Understanding (MOU) and Resolution is approved.

Action:

It is my recommendation to the Board of Supervisors to approve the attached Resolution.

Attachments:

1. Resolution ratifying the side letter to the MOU between PC & SO Bargaining Units

RESOLUTION NO. 2023-_____

**RESOLUTION RATIFYING THE SIDE LETTER TO THE MEMORANDUM OF
UNDERSTANDINGS BETWEEN THE COUNTY OF PLUMAS AND THE
PLUMAS COUNTY SHERIFF'S EMPLOYEES ASSOCIATION, SHERIFF'S
DEPARTMENT UNIT AND SHERIFF'S MID-MANAGEMENT UNIT**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for Plumas County Sheriff's Employees Association have met and conferred in good faith and have reached a tentative Side Letter for the one-time lump sum non-recurring payment of \$1,500 for the Sheriff's Employee Association and Sheriff's Mid Management Unit. The period covered under this Side Letter is July 1, 2021 through June 30, 2023.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Side Letter to the Memorandum of Understandings for the Sheriff's Department Unit and the Sheriff's Mid-Management Unit.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understandings for the Plumas County Sheriff's Employees Association, Sheriff's Department Unit and Sheriff's Mid-Management Unit as set forth in the copy of the Memorandum of Understandings attached to this Resolution as Exhibit A and Exhibit B.
2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of this Side Letter to their Memorandum of Understandings and the Board Chair is authorized to execute the Side Letter to the Memorandum of Understandings related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 7th day of February, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board

Side Letter to the Memorandum of Understanding Between the County of Plumas
and Sheriff's Mid-Management Unit for the Term of
July 1, 2022, to June 30, 2023

Effective Date of this side letter is First Pay Period after Board Adoption

This side letter provides S.E.A. members a one-time, non-recurring lump sum payment in the amount of \$1,500.00 funded by the American Rescue Plan Act of 2021 (ARPA). The Parties have met and conferred in good faith concerning this subject and have mutually agreed to amend Article 6.1 as follows to provide for the one-time payment to each employee.

WAGE AND RELATED


"ARTICLE 6.01 WAGE:

The County shall pay all members of the bargaining unit a one-time, non-recurring, non-pensionable lump sum payment in the amount of one thousand, five hundred dollars (\$1,500.00) minus applicable payroll deductions the first full pay period following Board of Supervisors' adoption of this agreement."

The revised language described above is included in ARTICLE 6.01 under WAGE AND RELATED of the MOU for the term of July 1, 2022, to June 30, 2023. The language expires at the end of the MOU term and will not be included in a successor MOU.

This side letter constitutes the Parties' entire agreement regarding the one-time, lump sum payment. There shall be no further changes to the MOU as a result of this side letter agreement.


For Plumas County:



Jack Hughes, Chief Negotiator

Date: 1-26-23

For Sheriff's Mid-Management Unit:



Chandler Peay, S.E.A. President

Date: 1-26-2023

Side Letter to the Memorandum of Understanding Between the County of Plumas
and Sheriff's Employee Association for the Term of
July 1, 2022, to June 30, 2023

Effective Date of this side letter is First Pay Period after Board Adoption

This side letter provides S.E.A. members a one-time, non-recurring lump sum payment in the amount of \$1,500.00 funded by the American Rescue Plan Act of 2021 (ARPA). The Parties have met and conferred in good faith concerning this subject and have mutually agreed to amend Article 6.1 as follows to provide for the one-time payment to each employee.

WAGE AND RELATED


"ARTICLE 6.01 WAGE:

The County shall pay all members of the bargaining unit a one-time, non-recurring, non-pensionable lump sum payment in the amount of one thousand, five hundred dollars (\$1,500.00) minus applicable payroll deductions the first full pay period following Board of Supervisors' adoption of this agreement."

The revised language described above is included in ARTICLE 6.01 under WAGE AND RELATED of the MOU for the term of July 1, 2022, to June 30, 2023. The language expires at the end of the MOU term and will not be included in a successor MOU.

This side letter constitutes the Parties' entire agreement regarding the one-time, lump sum payment. There shall be no further changes to the MOU as a result of this side letter agreement.

For Plumas County:




Jack Hughes, Chief Negotiator

Date:

1-26-23

For Sheriff's Department Unit:



Chandler Peay, S.E.A. President

Date:

1-26-2023



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: February 7, 2023

SUBJECT: Approve and authorize the Chair to sign MOU between the Golden State Finance Authority and Plumas County; to provide support for the development of a Plumas County specific Broadband Strategic Plan; not to exceed \$25,000; paid through the broadband dedicated funds of the American Rescue Plan Act funds; as approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation

It is recommended that the board approve and authorize the Chair to sign MOU between the Golden State Finance Authority and Plumas County; to provide support for the development of a Plumas County specific Broadband Strategic Plan; not to exceed \$25,000.

Background and Discussion

Golden State Financial Authority (GSFA) has been awarded funds through the US Department of Commerce, Economic Development Administration to support preparation of broadband strategic plans for counties in California. Plumas was identified as a potential partner as there is limited broadband coverage throughout the county. It is expected that the Broadband Strategic Plan is to be completed with the support of GSFA by October 31, 2023.

Plumas County has already dedicated \$400,000 from the American Rescue Plan Act funds for broadband and it is recommended to use these funds for the required \$25,000. Plumas County needs to have a broadband strategic plan in order to maximize broadband access throughout the county. In order to be part of this initiative from GSFA, Plumas County also needs to create a broadband taskforce made of local partners in healthcare, education, emergency services, and tribal partners in order to maximize available resources.

Action:

The County Administrative Office respectfully requests the board to approve and authorize the Chair to sign MOU between the Golden State Finance Authority and Plumas County.

Attachments:

1. 23-057 FINAL

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOLDEN STATE FINANCE AUTHORITY
AND
THE COUNTY OF PLUMAS
REGARDING DEVELOPMENT OF A BROADBAND STRATEGIC PLAN**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated February 7, 2023 and made between the **GOLDEN STATE FINANCE AUTHORITY** (“GSFA”) and the **COUNTY OF PLUMAS** (“County”). This MOU is made in reference to the following facts:

RECITALS:

- (a) GSFA is a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, exercising powers common to its thirty-six member counties and all additional powers given to a joint powers entity under any of the laws of the State of California.
- (b) Under that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019, GSFA’s functions include establishing and operating programs and projects to promote economic development, and financing the construction, acquisition, and improvement of infrastructure.
- (c) County is a full member of GSFA, and a signatory to that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019.
- (d) GSFA intends to apply to the U.S. Department of Commerce, Economic Development Administration for grant funding to support preparation of Broadband Strategic Plans on behalf of participating member counties.
- (e) County desires to participate in the grant application submitted by GSFA, and to cooperate with GSFA to develop a Broadband Strategic Plan for County.

THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:

- 1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
- 2. Authority. This MOU is authorized by Government Code sections 6500 et seq., 12100, 26100 et seq., 26227, and 52200 et seq., and Section 6 of that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019.
- 3. Responsibilities of GSFA. GSFA will apply to the U.S. Department of Commerce, Economic Development Administration for funding under the

American Rescue Plan Act (Public Law No. 117-2) to support preparation of a Broadband Strategic Plan on behalf of County.

In the event that the application is approved, GSFA will provide all grant administration including required project and fiscal reporting, as well as project management support for grant activities. GSFA will also engage a qualified consultant to prepare a draft Broadband Strategic Plan for County, which will, at a minimum, include: information on all existing networks, internet service providers (ISPs), and services/speed provided; a description of unmet needs of existing businesses; conceptual designs for network that incorporates information from relevant regional CEDS or equivalent economic development plans, or connectivity plans; information on applicable federal and state funding opportunities for broadband infrastructure deployment; and, recommendations for key project opportunities.

4. Responsibilities of County. In the event the application is approved, County will be responsible for identifying and coordinating a local broadband task force to provide input for the Broadband Strategic Plan, and will cooperate with GSFA's selected consultant in development of the Plan. County will further be responsible for presenting the final draft Broadband Strategic Plan to County's Board of Supervisors and any other appropriate public bodies for consideration and possible adoption.
5. Match. U.S. Department of Commerce, Economic Development Administration grant funding requires a match of up to twenty percent (20%). GSFA will determine the match amount attributable to County, based upon the proportion of grant funding utilized for preparation of County's Broadband Strategic Plan and the applicable match percentage specified by the Economic Development Administration. County shall remit the applicable match amount to GSFA as set forth in this section. The estimated match amount for County is **\$25,000**, and the maximum amount payable by County under this MOU shall not exceed \$25,000.

County may elect to advance the estimated match of \$25,000 to GSFA pursuant to Government Code section 6504, in which case any unused amount will be reimbursed to County upon completion of this MOU as set forth in Section 6. Alternatively, after approval of grant by the Economic Development Administration, GSFA will invoice County for the applicable match amount determined in accordance with this section, and County will pay such invoice within thirty (30) days.

6. Term. This MOU shall become effective as of the date signed by both parties, and shall remain in effect until preparation of the draft Broadband Strategic Plan for County is complete. If the grant application submitted by GSFA is not approved, this MOU shall terminate upon GSFA's receipt of notice of disapproval.
7. Compliance with Law. GSFA and County shall perform all functions related to the services or activities described herein in accordance with all

applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grants.

8. Independent Contractor. GSFA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which GSFA performs the services which are the subject matter of this contract. GSFA staff performing services under this MOU shall at all times remain employees of GSFA, and shall not be deemed employees of County for any purpose. GSFA shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any GSFA employee providing services under this MOU.
9. Mutual Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:
 - A. GSFA shall hold harmless, defend, and indemnify County, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of GSFA, or any person employed by or under GSFA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.
 - B. County shall hold harmless, defend, and indemnify GSFA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSFA) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSFA.

10. Insurance. GSFA and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
11. No Third-Party Beneficiary. Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.
12. Authorization. Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
13. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.
14. Governing Law and Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Sacramento County, California.

IN WITNESS WHEREOF, GSFA and County have executed this Memorandum of Understanding on the day and year set forth below.

Date: _____

GOLDEN STATE FINANCE AUTHORITY

By: _____

Executive Director

Date: _____

COUNTY OF PLUMAS

By _____

Chair, Board of Supervisors

ATTEST:

Heidi White
Clerk of the Board of
Supervisors

Approved as to form:



Gretchen Stuhr
Plumas County Counsel



GSFA General Counsel