



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 21, 2023 TO BE HELD AT 10:00 AM

IN THE BOARD CHAMBERS LOCATED AT 520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. BOARD OF SUPERVISORS

The Plumas County Board of Supervisors would like to present a certificate of appreciation and recognition to honor Oliver Litchfield for his bravery, courage and exemplary service to our citizens during the early morning hours of February 12, 2023. [View Item](#)

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

C. 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. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and California Hearing Officers, LLP. to provide certification review hearings for patients involuntarily detained at any Plumas County Hospital; effective February 1, 2023; not to exceed \$15,000.00; approved as to form by County Counsel. [View Item](#)

B. FACILITY SERVICES

- 1) Approve and authorize the Chair to ratify and sign the First Amendment to an Agreement between Facility Services and Dig It Construction, Inc. for additional snow removal services for the County's Chester Facilities; effective November 1, 2022; increasing the contract value from \$15,000 to \$30,000; approved as to Form by County Counsel. [View Item](#)

C. PUBLIC WORKS - SOLID WASTE

- 1) Approve an authorize the Chair to ratify and sign an Agreement between Plumas County Department of Public Works and Vestra Resources, Inc.; for professional compliance support, sampling and monitoring work at Chester and Gopher Hill Landfills; effective January 1, 2023; not to exceed \$80,900.00; approved as to form by County Counsel. [View Item](#)

D. PROBATION

- 1) Authorize the Chief Probation Officer to recruit and fill, funded and allocated; 1.0 FTE Probation Assistant position; vacancy due to promotion. This position is fully funded via the Probation General Fund in FY22-23. [View Item](#)

E. AUDITOR - CONTROLLER

- 1) Approve and authorize the Auditor/Controller to recruit and fill, funded and allocated; 1.0 FTE Accountant Auditor I/II; vacancy due to resignation. [View Item](#)

3. DEPARTMENTAL MATTERS

A. PROBATION - Keevin Allred

- 1) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and the Plumas Crisis Intervention and Resource Center to collaborate in the development of the Youth Re-Entry Program via the Youth Programs and Facilities Grant; effective July 1, 2022; not to exceed Forty-Eight Thousand Dollars (\$48,000.00); approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 2) Approve supplemental budget request of \$130,685.00 from supplemental revenue acct. 20418/48079, TRN-CCPIF into expenditure account 20418/52191, PROF SVC-COMM PATRNS for the Probation Department to administer funds for services provided by Kinne Marriage and Family Therapy, Inc. dba as ReThink Industries, LLC; as recommended by the Community Corrections Partnership Executive Committee; discussion and possible action. **Four/fifths roll call vote** [View Item](#)
- 3) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, budgeted and approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors, to provide transitional sober living environment services; effective July 1, 2022; not to exceed \$63,214.60; approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 4) Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, budgeted and approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors, to provide additional mental health services and case management; effective July 1, 2022; not to exceed \$67,471.14; approved as to form by County Counsel; discussion and possible action. [View Item](#)

B. DEPARTMENT OF AGRICULTURE/WEIGHTS AND MEASURES - Willo Vieira

- 1) Approve and authorize the Department of Agriculture/Weights and Measures to advertise for bids for a Vehicle Shed/Garage; discussion and possible action. [View Item](#)

C. DISTRICT ATTORNEY'S OFFICE

- 1) The District Attorney requests authorization at the District Attorney's discretion to schedule a District Attorney employee's workweek into four ten-hour days, with the agreement of the affected employee and consistent with Personnel Rule 8.05; discussion, direction to staff and/or possible action. [View Item](#)

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Monthly update and report for January 2023. [View Item](#)

5. BOARD OF SUPERVISORS

A. CORRESPONDENCE

B. INFORMATIONAL ANNOUNCEMENTS

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

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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: Dame Shirley Plaza, APN 115-053-001
- C. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- D. Conference with real property negotiator regarding facilities: Forest Lodge, LLC, 240 Greenville Wolf Creek Road, APN 110-230-003-000
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

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



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Dwight Ceresola, Supervisor - District 1
MEETING DATE: February 21, 2023
SUBJECT: BOARD OF SUPERVISORS

The Plumas County Board of Supervisors would like to present a certificate of appreciation and recognition to honor Oliver Litchfield for his bravery, courage and exemplary service to our citizens during the early morning hours of February 12, 2023.

Recommendation

The Plumas County Board of Supervisors would like to honor Oliver Litchfield for his bravery, courage, and exemplary service to our citizens during the early morning hours of February 12, 2023.

Due to the quick thinking and actions of Oliver, lives were saved, and emergency personnel were notified through the 911 system.

Oliver, who is just 16, was driving home through East Quincy when he saw the flames and immediately called 911. He then went window-to-window to get people out of the buildings until help arrived. He even encouraged one person to jump out of a second story window and then cushioned their fall with his body. The fire consequently engulfed a single home, the housing unit directly behind it and then burned the adjacent two-story apartment building, at the corner of First and Main streets. One person died immediately at the scene while another later died after being air-lifted to a burn center out of county.

Oliver's unselfish response to a dire situation is to be commended by the Plumas Board of Supervisors on this day, Tuesday, February 21, 2023.

Thank you, Oliver. We sincerely hope you will continue your life of service to others.

Thank you!

Background and Discussion

Action:

Attachments:

None



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sharon Sousa, Acting Behavioral Health Director

MEETING DATE: February 21, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and California Hearing Officers, LLP. to provide certification review hearings for patients involuntarily detained at any Plumas County Hospital; effective February 1, 2023; not to exceed \$15,000.00; approved as to form by County Counsel.

Recommendation

Behavioral Health respectfully requests that the Board of Supervisors authorize the Chair to sign a \$15,000.00 Professional Services Agreement between Plumas County Behavioral Health and California Hearing Officers, LLP. to provide certification review hearings for patients involuntarily detained at any Plumas County Hospital; approved as to form by County Counsel.

Background and Discussion

California Hearing Officers will provide Plumas County Behavioral Health hearing officers for administrative hearings. The contractor will provide hearing officers for mental health certification review hearings to preside over and conduct hearings as identified in California Welfare and Institutions Code 5250 et seq. The hearing officer shall hear and consider the evidence, and prepare the necessary findings and orders, provide those orders for Behavioral Health at the conclusion of the hearing as to whether probable cause exists to continue to detain a patient involuntarily.

Action:

Behavioral Health respectfully requests that the Board of Supervisors authorize the Chair to sign Professional Services Agreement between Plumas County Behavioral Health and California Hearing Officers, LLP. to provide certification review hearings for patients involuntarily detained at any Plumas County Hospital.

Attachments:

1. 2.A.2.

PCBH2324 HEARING OFFICERS

PROFESSIONAL SERVICES AGREEMENT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH, AND CALIFORNIA HEARING OFFICERS, LLP FOR HEARING OFFICER SERVICES

This agreement is entered into 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 California Hearing Officers, LLP ("Contractor"), for the purpose of providing Hearing Officers for administrative hearings (hereinafter referred to as "Contractor").

RECITALS

- A. Plumas County Behavioral Health is a general acute care clinic, located at 270 County Hospital Road Suite 109, Quincy CA 95971
- B. Upon the request of COUNTY, Contractor shall provide hearing officers for mental health certification review hearings to preside over and conduct hearings as identified in California Welfare and Institutions Code §5250 *et seq.* The hearing officer shall hear and consider the evidence, prepare necessary findings and orders, and provide those orders to County at the conclusion of the hearing. This Agreement covers all hearings held within Plumas County.
- C. Contractor shall cause hearing officers to provide those certification review hearings for patients involuntarily detained at any Plumas County Hospital.

NOW THEREFORE, the Parties hereto mutually agree as follows:

Section 1. RESPONSIBILITIES OF CONTRACTOR.

- A. Contractor shall cause an appropriately qualified hearing officer to provide certification review hearings for psychiatric patients involuntarily detained at any Plumas County Hospital pursuant to being certified for seven (7) days for treatment. Contractor shall cause hearing officer to provide written findings to Behavioral Health as to whether probable cause exists to continue to detain a patient ("Services"). Such Services shall include the following: 1. Contractor shall cause hearing officer to conduct hearing sessions at times mutually agreed upon with Behavioral Health in accordance with all applicable Laws (as defined below), including without limitation California Welfare & Institutions Code §5250 *et seq.*, and 2. Contractor shall maintain appropriate documentation relating to all hearings conducted by a hearing officer.
- B. Contractor shall at all times during the term of this Agreement cause its hearing officers to have all appropriate license(s) to perform the Services, as may be required by applicable law, and to provide to Behavioral Health a copy of such current, valid license(s) upon request.

PCBH2324 HEARING OFFICERS

C. Contractor shall conduct certification hearings via HIPAA-secured video conferencing or telephone.

Section 2. RESPONSIBILITIES OF BEHAVIORAL HEALTH

Behavioral Health shall compensate Contractor as prescribed in sections 3 and 4 of this agreement.

Section 3. COMPENSATION.

For services provided in this agreement from February 1, 2023, through January 31, 2024, Contractor shall charge Behavioral Health for the Services rendered under this Agreement at a rate of Two Hundred Eighty Dollars (\$280.00) per hour for hearing officers conducting hearings and issuing written decisions for the Services described in this Agreement. The hourly rate includes overhead expenses such as secretarial, telephone, photocopy, postage, and related costs. Contractor shall charge Behavioral Health a minimum of one (1) hour for each day a hearing is scheduled; additional time will be billed in 15-minute increments. Hearings canceled with less than 24 hours' notice will incur the one-hour minimum for that day.

In no event shall the maximum amount payable under this agreement exceed \$15,000.00

Any additional services not otherwise provided for herein shall not be provided by Contractor, or compensated by Behavioral Health, without written authorization by Behavioral Health. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of Contractor.

Section 4. BILLING AND PAYMENT.

Contractor shall submit to Behavioral Health after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. Behavioral Health shall make payment within 30 days of receipt of Contractor's correct and approved statement or invoice.

In no event shall Behavioral Health refuse to pay any portion of the statement or invoice because of Contractor's ruling on any particular case.

Should Behavioral Health, or the state or federal government, disallow any amount claimed by Contractor, Contractor will have an opportunity to substantiate its billing before a final decision to disallow. If, however, any amount is disallowed, the Contractor shall reimburse Behavioral Health, or the state or federal government, as directed by Behavioral Health, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

This agreement shall commence on February 1, 2023, and shall end January 31, 2024, and shall remain in full force and effect unless sooner terminated as provided herein.

PCBH2324 HEARING OFFICERS

Section 6. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to preside over a matter when requested by Behavioral Health, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, then Behavioral Health shall have the right to terminate this agreement for cause effective immediately upon the Behavioral Health giving written notice thereof to Contractor. In no event shall Behavioral Health terminate this agreement because of Contractor's ruling on any particular case.
- B. Without Cause. Behavioral Health or Contractor may terminate this Agreement without cause upon thirty (30) days advance written notice to the other party. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. Behavioral Health obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, Behavioral Health shall, at its sole discretion, determine whether this Agreement shall be terminated. Behavioral Health shall provide Contractor seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Behavioral Health has the right to terminate this agreement.
- E. Should this agreement be terminated, Contractor shall promptly provide to Behavioral Health any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.
- G. Contractor shall have a right to terminate this Agreement in the event of Behavioral Health material breach hereof; provided, however, the termination of the breach of this Agreement will not become effective unless and until the Contractor has given Behavioral Health written notice of breach, which notice shall state the nature of said breach, and Behavioral Health shall thereafter have a period of ten (10) days following the giving of said notice in which to remedy said default to the reasonable satisfaction of the Contractor.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS / APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

PCBH2324 HEARING OFFICERS

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and Behavioral Health.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.
- E. This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document, and will be effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Behavioral Health requires wet signatures on contract.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of Behavioral Health. The waiver by Behavioral Health of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Behavioral Health to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Behavioral Health is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a Behavioral Health employee. Behavioral Health shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under Behavioral Health workers' compensation insurance plan nor shall Contractor be eligible for any other Behavioral Health benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this agreement.

PCBH2324 HEARING OFFICERS

Section 10. INDEMNIFICATION.

For professional services provided under this agreement, Contractor shall indemnify, defend, and hold harmless Behavioral Health, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent, reckless or willful misconduct of the professional services provided under this agreement.

Section 11. INSURANCE LIMITS.

Contractor shall maintain the following insurance policy limits of coverage:

- a) Comprehensive general liability insurance: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.
- b) Professional liability insurance: Not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis.
- c) Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance, or participate in a self-insurance plan approved by the State of California Department of Industrial Relations to cover employees of Contractor, with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor will ensure that any non-employees hired by Contractor to perform services under this agreement also maintain continuously Workers' Compensation and Employer's Liability insurance. Each such policy shall contain, or be endorsed to contain, a waiver of subrogation against Plumas County, its agents, officers, officials, employees, and volunteers.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Behavioral Health, Contractor shall give prompt and timely notice thereof to Behavioral Health. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Plumas County.

PCBH2324 HEARING OFFICERS

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq., and regulations and guidelines issued pursuant thereto.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or Behavioral Health . Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after Behavioral Health makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

Contractor shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to Behavioral Health during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by Behavioral Health, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or Behavioral Health audit directly related to the provisions of this agreement. Contractor agrees to repay Behavioral Health the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that Behavioral Health may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

PCBH2324 HEARING OFFICERS

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by Behavioral Health shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Plumas, and all other appropriate governmental agencies, including certifications and credentials required by Behavioral Health. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by Behavioral Health.

Section 17. PERFORMANCE STANDARDS.

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services.

Section 18. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES.

- A. Except as provided in section 6.B. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County

Sharon Sousa- Interim Director
Behavioral Health
270 County Hospital Road , Suite 107
Quincy, CA 95971

PCBH2324 HEARING OFFICERS

If to Contractor:

Kamardeep Athwal-Esquire
California Hearing Officers, LLP
8801 Folsom Boulevard, Suite 220
Sacramento, CA 95826

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with County of Plumas' Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any Behavioral Health decision which may affect Contractor's financial interests. If required by the County of Plumas' Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or local ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 24. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

PCBH2324 HEARING OFFICERS

Section 25. USE OF HOSPITAL PROPERTY.

Contractor shall not use County of Plumas premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

Section 26. UKRAINE SANCTIONS.

Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

Section 27. SUSPENSION AND DEBARMENT.

The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PCBH2324 HEARING OFFICERS

IN WITNESS WHEREOF, County of Plumas and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CONTRACTOR:

California Hearing Officers, LLP

By: _____
Name: Kamardeep Athwal
Title: Esquire
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:

By: _____

Dwight Ceresola, Chair
Title: Board of Supervisors
Date:

ATTEST:

By: _____

Heidi White
Title: Clerk, Board of Supervisors
Date:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

1/27/2023



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: February 21, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign the First Amendment to an Agreement between Facility Services and Dig It Construction, Inc. for additional snow removal services for the County's Chester Facilities; effective November 1, 2022; increasing the contract value from \$15,000 to \$30,000; approved as to Form by County Counsel.

Recommendation

Approve and authorize Board Chair to sign contract amendment between Facility Services and Dig It Construction, Inc. regarding snow removal services for the County's Chester Facilities.

Background and Discussion

Dig It Construction, Inc. provides snow removal services for Chester Facilities: Chester Court Complex (Library & Sheriff Substation), Chester Memorial Hall and Almanor Rec Center. Due to heavy snowfall for the months of November, December, and January, Dig It Construction, Inc. has marginally exceeded the value of the current contract. With the prediction of more snow in the future being unknown, Facility Services is erring toward more heavy snowfall; it may or may not occur. This is the reasoning behind doubling the value of the contract. Snow removal services are a necessary element to being able to keep these facilities open for public access and use as well as maintaining access for county employees and therefore, Facility Services respectfully requests an increase in the value of this contract.

Action:

Attachments:

1. Dig It Const - contract amendment

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND DIG IT CONSTRUCTION, INC.

This First Amendment to Agreement ("Amendment") is made on February 2, 2023 between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Dig It Construction, Inc. ("CONTRACTOR") who agrees as follows:

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

- a. PLUMAS COUNTY and DIG IT CONSTRUCTION, INC. have entered into a written Agreement dated November 1, 2022, (the "Agreement"), in which Dig It Construction, Inc. agreed to provide snow removal services for County's Chester Facilities to Plumas County.
- b. Because heavy winter snowfall in Chester CA, Dig It Construction, Inc. has exceeded the value of the contract with services provided and therefore, the parties desire to change the Agreement.

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

- a. Paragraph 2. **Compensation** is amended to read as follows:

County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Thirty Thousand dollars and 00/100 (\$30,000.00)**.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated November 1, 2022, shall remain unchanged and in full force and effect.

Caleb Holland
CEO/CFO – Dig It Construction, Inc.
Date:

Dwight Ceresola
Board Chair
Date:

Heidi White
Attest – Clerk of the Board
Date:

Approved as to form:

Joshua Brechtel
Deputy County Counsel

2/6/2023



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: February 21, 2023

SUBJECT: Approve an authorize the Chair to ratify and sign an Agreement between Plumas County Department of Public Works and Vestra Resources, Inc.; for professional compliance support, sampling and monitoring work at Chester and Gopher Hill Landfills; effective January 1, 2023; not to exceed \$8,900.00; approved as to form by County Counsel.

Recommendation

Plumas County Public Works staff respectfully recommends that the Honorable Board of Supervisors authorize the Public Works Director and the Chair of the board of Supervisors to execute the attached Professional Services Agreement, not to exceed \$80,900.

Background and Discussion

Plumas County Department of Public Works has had an ongoing agreement with Vestra Resources, Inc. to fulfill various State-required reporting needs. The existing one-year landfill monitoring agreement expired on December 31, 2022. The attached agreement is to continue the necessary compliance work scheduled to take place in March 2023. Plumas County Administrative Officer Debra Lucero approved pursuing a one-year contract with Vestra without undertaking a formal solicitation. This approach was approved under the condition that Solid Waste staff undertake the formal Request for Qualifications process prior to required monitoring in 2024.

The attached Professional Services Agreement, approved as to form by County Counsel, establishes a one-year contract between Vestra Resources, Inc. and Plumas County for sampling and monitoring work for Gopher Hill and Chester Landfills. The term for this contract is from the date of execution to December 31, 2023.

The total compensation for this contract shall not exceed \$80,900. The source of funding for this contract is the Plumas County Public Works Solid Waste budget and does not involve Plumas County general funds.

Action:

Approval of a Professional Services Agreement between Vestra Resources, Inc. and Plumas County Public Works for sampling and monitoring work at Chester and Gopher Hill Landfills

Attachments:

1. 20230214125855

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Public Works** (hereinafter referred to as "County"), and **Vestra Resources, Inc.**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A and B, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit C, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighty Thousand Nine Hundred Dollars (\$80,900).
3. Term. The term of this agreement shall be from date of execution, 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

 COUNTY INITIALS

- 1 - CONTRACTOR INITIALS VRN

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

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

_____ COUNTY INITIALS

- 2 - CONTRACTOR INITIALS 

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

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

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

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

_____ COUNTY INITIALS

- 3 - CONTRACTOR INITIALS 

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

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

_____ COUNTY INITIALS

- 4 - CONTRACTOR INITIALS 

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

County:

Department of Public Works
County of Plumas
1834 East Main St.
Quincy, CA, 95971
Attention: John Mannle, P.E., Director of Public Works; Sean Graham, Solid Waste Program Manager

Contractor:

Vestra Resources, Inc.
5300 Aviation Dr.
Redding, CA, 96002
Attention: Wendy Johnston, P.E., Vice President

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

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

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

 COUNTY INITIALS

- 5 - CONTRACTOR INITIALS LSW

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

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

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

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

_____ COUNTY INITIALS

- 6 - CONTRACTOR INITIALS 

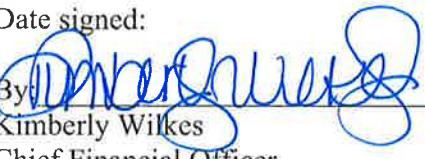
IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Vestra Resources, Inc., a California corporation

By: 
Arthur Stackhouse

Chief Executive Officer
Date signed:

By: 
Kimberly Wilkes
Chief Financial Officer
Date signed: 2/14/2023

COUNTY:

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

APROVED AS TO SCOPE OF WORK

By: _____
John Mannle, P.E.
Director of Public Works
Date signed:

CONCURRENCE:

By: _____
Dwight Ceresola
Chair, 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

2/1/2023

_____ COUNTY INITIALS

- 7 - CONTRACTOR INITIALS 

Exhibit "A"
SCOPE OF WORK PART I
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2023

SCOPE OF WORK

Task 1 Gopher Hill Sampling and Analysis

Leachate, surface water, groundwater, and field parameter samples will be collected in accordance with WDR Order No. R5-2022-0044 and National Pollutant Discharge and Elimination System (NPDES) General Order No. R5-2016-0076 and NPDES Permit No. CAG995002. The WDRs require semi-annual sampling of onsite Monitoring Wells GHL-3, 5A, 6, 7, 8, 9, and 12 and surface water monitoring locations lysimeter (L-1), spring (SP-1), interceptor trench (TR-1), and leachate. The NPDES permit requires the sampling of effluent EFF-001 discharge and receiving water RSW-001 and RSW-002 surface water sample locations during discharge events.

Samples will be collected in accordance with the approved Sampling and Analysis Plan (SAP) and the site-specific WDRs and submitted to North Coast Laboratory in Arcata, California. Updated analytical costs provided by North Coast are included in this estimate. The recently updated WDRs include the addition of general minerals and VOC sampling during the second semi-annual monitoring event. This entails additional laboratory analytical costs, which are included in this estimate. The current groundwater monitoring program for the Gopher Hill Landfill is summarized in Tables 1 and 2.

WDR Order No. R5-2022-0044 requires semi-annual groundwater and leachate sampling at the Gopher Hill Landfill, along with a concurrent facility inspection. This includes sampling of onsite groundwater monitoring wells, the leachate discharge pipe into the Class II impoundment, and several surface water locations. Pluim Environmental Contractors performs two groundwater/surface water sampling events per year, one in February or March, and another in August or September. Resampling of onsite wells is sometimes necessary to confirm detections of volatile organic compounds (VOCs) as required under the Discrete Retest Procedure given in the WDRs. This estimate assumes one resample event per year for a total of three sampling events. Pluim Environmental Contractors estimates \$3,000 per groundwater/surface water monitoring event for an annual total of \$9,000. In addition to this sampling, Pluim also performs the sampling of the Class II impoundment discharge when the pond is discharged. This is regulated under NPDES Permit No. CAG 995002 and takes place as needed to maintain necessary pond freeboard. Typically, these discharge events take place once to twice per calendar year. For this estimate, Pluim provided a per event cost of \$900 and assumed two events per year. All costs include consumables, equipment usage, transportation, and sample delivery to the analytical laboratory.

If VOC constituents are detected in groundwater samples collected from the site, retesting will be completed to verify the constituent detections. Resampling effort will be conducted within 30 days of a routine sampling event. In accordance with Title 27 and the permit Standard Provisions, resampling is required if one or more VOCs are detected above the PQL in one or more wells or if two or more VOCs are detected above the MDL. It is assumed that, in addition to the two semi-

annual sampling events each year, one additional resampling event may be required to verify any VOC detection. This assumption is included in the cost estimate.

Direct precipitation and runoff from the landfill are collected in the Leachate Collection and Recovery System (LCRS). Leachate is periodically discharged under the NPDES permit to Spanish Creek. Surface water samples are collected during discharge events in accordance with the permit requirements and the results are included in the quarterly reports submitted to the RWQCB. The NPDES surface water monitoring program for the Gopher Hill Landfill is summarized in Table 3.

Table 1 CURRENT GROUNDWATER MONITORING PROGRAM GOPHER HILL LANDFILL		
Parameter	Location	Frequency
Field Parameters		
Groundwater Elevations	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1, and TR-1	Semi-annually
Specific Conductance (field)		
pH (field)		
Temperature		
Turbidity		
Analytical Parameters		
Total Dissolved Solids	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1 and TR-1	Semi-annually
Chloride		
Nitrate		
Sulfate		
Dissolved Iron		
Carbonate Alkalinity		
Bicarbonate Alkalinity		
Total Alkalinity		
Sodium		
Magnesium		
Calcium		
Potassium		
VOCs (EPA Method 8260B)		
5-Year Constituents of Concern		
Total Organic Carbon	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1 and TR-1	5 Years
Inorganics (dissolved)		
VOCs (Extended List 8260B)		
SVOCs		
Chlorophenoxy Herbicides		
Organophosphorous Compounds		
5-year constituents of concern were last sampled during the first semi-annual 2015 monitoring period.		



Table 2
CURRENT MONITORING PROGRAM – LEACHATE
GOPHER HILL LANDFILL

Parameters	Locations	Frequency
Field Parameters		
Total Flow (gallons)	Leachate	Semi-annually
Flow Rate (gallons/day)		
Specific Conductance		
pH		
General Minerals		
Total Dissolved Solids	Leachate	Semi-annually
Chloride		
Sulfate		
Nitrate		
Sodium		
Magnesium		
Calcium		
Potassium		
Carbonate		
Bicarbonate		
VOCs (EPA Method 8260B)		
5-Year Constituents of Concern		
Total Organic Carbon	Leachate	5 Years
Inorganics (Dissolved)		
VOCs, Extended List 8260B		
SVOCs		
Chlorophenoxy Herbicides		
Organophosphorous Compounds		
Note: 5-year constituents of concern last sampled during the first semi-annual 2015 monitoring period.		

Table 3
CURRENT SURFACE WATER MONITORING PROGRAM

Parameters	Type of Sample	Frequency
Effluent Monitoring (EFF-001)		
Flow	Cumulative	Daily
pH	Grab Sample	Daily
Electrical Conductivity	Grab Sample	Monthly
Total Hardness	Grab Sample	Monthly
Dissolved Iron	Grab Sample	Monthly
Dissolved Manganese	Grab Sample	Monthly
Chronic Toxicity ¹	Grab Sample	Annually
Receiving Water Monitoring (RSW-001 and RSW-002)		
Temperature	Grab Sample	Annually
pH	Grab Sample	Annually
Total Hardness	Grab Sample	Annually
Receiving Water Observations		
Floating or Suspended Matter	Observation	Per discharge event
Discoloration	Observation	Per discharge event
Bottom Deposits	Observation	Per discharge event
Aquatic Life	Observation	Per discharge event
Films, Sheens, Coatings or Potential Nuisance Conditions	Observation	Per discharge event
Note: ¹ Whole effluent toxicity samples are collected once per year, during initial discharge, and analyzed for chronic toxicity. Chronic toxicity testing requirements are given in Attachment C, Section V of the Order		



Typically, leachate is discharged from the LCRS once per year. However, years of increased precipitation have resulted in additional discharge events. The County will schedule discharge events and sample collection activities for effluent and receiving water samples. Field measurements and observations (e.g., flow and pH) will be measured and recorded by Plumas County staff. It is assumed that, in addition to the initial discharge sampling event each year, one additional discharge sampling event may be required in the event of excess precipitation at the site. This assumption is included in the cost estimate.

Sampling and laboratory analysis costs are affected by the 5-Year Constituent of Concern (COC) sampling required under the WDRs. This substantial set of additional analyses is required to be collected every five years. The most recent 5-Year COC sampling event was in February 2020, with the next scheduled for the first half of 2025; outside the time span of this cost estimate. Additional sampling and laboratory analysis costs associated with 5-Year COC sampling are thus not included in this estimate.

Task 2 Data Evaluation and Reporting

Analytical and field data will be collected in compliance with the Gopher Landfill site-specific Waste Discharge Requirements (WDR) Order No. R5-2022-0044. The WDRs require semi-annual sampling of onsite Monitoring Wells GHL-3, GHL-5A, GHL-6, GHL-7, GHL-8, GHL-9, and GHL-12 and surface water monitoring locations TR-1, SP-1, L-1, and leachate. The results of each compliance period evaluation will be summarized in semi-annual/annual monitoring reports that will be prepared and submitted to the Regional Water Quality Control Board (RWQCB).

In addition to the semi-annual monitoring requirements, analytical and field data associated with the facilities leachate collection and recovery system (LCRS) and associated discharge to Spanish Creek are currently collected in compliance with National Pollution Discharge and Elimination System (NPDES) permit requirements as specified in General Order No. R5-2016-0076 and NPDES Permit No. CAG995002. The results of each compliance period evaluation will be summarized in quarterly monitoring reports that will be prepared and submitted to the RWQCB under this Task Order. The current NPDES surface water monitoring program for the Gopher Hill Landfill was summarized in Table 3.

Task 3 Facility Monitoring/Inspections and Reporting

Quarterly and annual site inspections will also be conducted to allow for accurate reporting, mitigation of potential compliance issues before they occur, and to inspect for erosion control measures that need to be implemented prior to the beginning of the wet season. Quarterly findings and associated field forms will be summarized and included in the semi-annual monitoring reports. The annual site inspections will be conducted concurrently with quarterly inspections. Annual inspection findings will be summarized in an annual site inspection/winterization plan report, which will be submitted under a separate cover to the RWQCB.

In accordance with the site-specific WDRs, additional inspections will be conducted following storm events. Storm event inspections are required within 7 days following a major storm event to inspect precipitation, diversion, and drainage facilities for damage. These storm event inspections will be conducted by County personnel. Storm event findings and field forms will be forwarded to VESTRA and included in the semi-annual monitoring reports.

Task 4 Iso-Settlement Map (Optional)

Title 27, California Code of Regulations, Section 21090(e)(2), requires iso-settlement maps be prepared every 5 years for landfills that completed final closure after 18 July 1997. The 5-year iso-settlement map should be compared to the initial final cover survey and map that should have been prepared at the time of closure to identify differential settlement that could affect the performance of the final cover system or the passive gas venting system. An iso-settlement map has not been submitted since final closure construction was completed in 2005, and the RWQCB in a letter dated 29 April 2014 requested completion of the required map. To our knowledge, this task has not yet been completed, nor has it been further mentioned by the RWQCB. Plumas County has the capacity to perform this task in-house, so the work under this task is considered optional.

Task 5 Project Management

Project management activities generally include, but are not limited to, coordination of semi-annual/quarterly sampling, quarterly/annual inspections, discussions with County staff and regulatory agencies, and other professional support necessary to ensure compliance with WDR and NPDES permit requirements and other regulations. Additional support activities may include regulatory compliance, permitting, engineering, and geological services necessary to comply with landfill management and/or closure activities. VESTRA has been routinely preparing the Annual Inflation Factor Reports required by the Financial Assurances division of CalRecycle. The cost of this work is included under this task. Management and support activities not covered under this scope will be addressed by a time-and-materials contract addendum at that time.

Exhibit "B"
SCOPE OF WORK PART II
PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL
2023

Task 6 Groundwater Sampling and Analysis

Groundwater and field parameter samples will be collected in accordance with Waste Discharge Requirements (WDR) Order No. R5-2019-0072 which superseded Order No. 05-01-175 in October 2019. The WDRs require monitoring of wells in March, April, May, and August of each year. The monitoring results will be summarized in semi-annual and annual reports and submitted to the RWQCB. The current groundwater monitoring program to be followed for sampling and analysis at the Chester Landfill is summarized in Table 1.

Table 1 GROUNDWATER MONITORING PROGRAM CHESTER LANDFILL				
Parameter	Units	Method	Frequency	
Field Parameters				
Water Level	0.01 ft	Field	March, April, May, and August	
Temperature	degrees C			
Specific Conductance	uS/cm			
pH	pH units			
Turbidity	turbidity units			
Monitoring Parameters				
Total Dissolved Solids	mg/L	SM 2540 C	March, April, May, and August	
Chloride		EPA 300		
Carbonate		SM 2320 B		
Bicarbonate		SM 2320 C		
Nitrate		SM 4500 NO3F		
Sulfate		EPA 300		
Calcium		EPA 200.7/3010		
Magnesium				
Potassium				
Sodium		EPA 8260B		
Volatile Organic Compounds (VOCs)				
5-Year Constituents of Concern				
Total Organic Carbon	mg/L	SM 5310 C	Every 5 years in March or April	
Inorganics (Dissolved)		Various		
VOCs (Extended List)	ug/L	EPA 8260B	Every 5 years in March or April	
Semi-volatile Organic Compounds (SVOCs)		EPA 8270		
Chlorophenoxy Herbicides		EPA 8151A		
Organophosphorous Compounds		EPA 8141A		

As is the case for the Gopher Hill Landfill, resampling events are occasionally needed to confirm VOC detections. For this reason, this estimate includes an additional sampling event per year, for a total of five events per calendar year. Each event is estimated to cost \$1,200. Pluim Environmental Contractors performs facility inspections simultaneously with sampling. This cost includes consumables, equipment usage, transportation, and sample delivery to the analytical laboratory.



The samples will be submitted to North Coast Laboratory, a California-certified laboratory in Arcata, California. The data collected in the field will be evaluated in accordance with the specified WDRs.

If VOC constituents are detected in groundwater samples from the site, retesting will be conducted to verify the constituent detections. Resampling efforts will be completed within 30 days of a routine sampling event. In accordance with Title 27 and the permit Standard Provisions, resampling is required if one or more VOCs are detected above the practical quantitation limit (PQL) in one or more wells or if two or more VOCs are detected above the method detection limit (MDL). It is assumed that, in addition to the four sampling events each year, up to two additional resampling events may be required to verify any VOC detection. This assumption is included in the cost estimate provided in Exhibit "C."

Project management activities under this scope include fieldwork planning and coordination and quality assurance/ quality control. Deliverables include field notes and laboratory analytical reports.

WDR Order No. R5-2019-0072 added vadose zone monitoring requirements to the monitoring program at the Chester Landfill. Four permanent landfill gas monitoring probes are installed around the perimeter of the landfill. The vadose zone monitoring program is summarized in Table 2. Results of the vadose zone monitoring are required to be included in the semi-annual monitoring reports.

Table 2 VADOSE ZONE MONITORING PROGRAM CHESTER LANDFILL			
	Units	Method	Frequency
Field Parameters			
Methane			
Carbon Dioxide	vol %	Field	March, April, May, and August
Oxygen			
Monitoring Parameters			
Volatile Organic Compounds	ug/m ³	EPA TO-15	March, April, May, and August

Monitoring of the vadose zone for field parameters has been ongoing at the Chester Landfill since 2018. This has been performed by VESTRA under a separate contract. This contract did not include monitoring for VOCs as that was not required under the facility monitoring specified as part of the landfill's separate solid waste facility permit issued by CalRecycle. Monitoring under that permit has not revealed detectable concentrations of methane, indicating that landfill gas generation potential at the landfill is minimal.

VESTRA does not believe that quarterly monitoring of the gas probes for VOCs is warranted due to the minimal landfill gas generation potential and the lack of sensitive receptors near the site. The RWQCB has agreed to consider a reduction or elimination of landfill gas VOC monitoring following one year of quarterly monitoring. As of this writing, one VOC monitoring event remains to be performed in the first quarter of 2023. Once this data has been collected, VESTRA intends to draft a technical memorandum arguing for a cessation of landfill gas VOC monitoring. Quarterly field

monitoring for vadose zone parameters will continue under the separate existing contract. That cost is thus not included in this scope.

It should also be noted that 5-year Constituent of Concern (COC) samples have not yet been collected from several onsite wells due to ongoing drought conditions, even though 5-Year COC sampling was due in 2020. Accordingly, this estimate includes the cost of collecting samples for these additional analyses in 2023.

Task 7 Data Evaluation and Reporting

Analytical and field data will be collected in compliance with WDR Order No. R5-2019-0072. The WDRs require modified semi-annual sampling of onsite Monitoring Wells CL-1, CL-2, CL-4A, CL-5, CL-6, CL-7, and CL-8. The monitoring results are summarized in semi-annual and annual reports for submittal to the Regional Water Quality Control Board (RWQCB).

Data collected in the field will be evaluated in accordance with the specified WDRs. The results of each compliance period evaluation will be summarized in the semi-annual and annual monitoring reports. This includes the required field monitoring of vadose zone constituents.

Project management activities under this task include agency correspondence, coordination, and other professional support necessary to ensure compliance with WDR requirements.

Task 8 Facility Monitoring/Inspections and Reporting

Quarterly and annual site inspections will also be conducted to allow for accurate reporting, mitigation of potential compliance issues before they occur, and to inspect for erosion control measures that need to be implemented prior to the beginning of the wet season. Quarterly findings and associated field forms will be summarized and included in semi-annual monitoring reports. The annual site inspections will be conducted concurrently with quarterly inspections. Annual inspection findings will be summarized in an annual site inspection/winterization plan report, which will be submitted under separate cover to the RWQCB.

In accordance with the site-specific WDRs, additional site inspections will be conducted following storm events. Storm event inspections are required within 7 days following a major storm event to inspect precipitation, diversion, and drainage facilities for damage. The WDRs do not precisely define what constitutes a “major” storm event, but it is meant to be interpreted as any event capable of causing significant impacts to site facilities. These storm event inspections will be conducted by Plumas County personnel. Storm event findings and field forms will be forwarded to VESTRA and included in semi-annual monitoring reports.

Task 9 Corrective Action

Submittal of a Corrective Action Plan (CAP) and updated Water Quality Protection Standards Report (WQPSR) were required under WDR Order No. R5-2019-0072. The updated WQPSR was submitted in December 2020 and subsequently approved by the RWQCB. No further action is expected related to this item. The CAP was submitted in November 2020, followed by a CAP Addendum in March 2021. Both have been approved by the RWQCB as of this writing. A second amendment to the CAP was submitted to the RWQCB in 2022. This amendment reflected the

limited availability of fill materials and the County's financial resources. Re-grading of the open trench at the landfill per this second CAP amendment has been completed. Re-grading of the landfill cap, beginning with the northwest corner, is scheduled to take place this year. Inspection and reporting related to this corrective action is required by the RWQCB. Costs of site inspections and a letter report detailing corrective action progress are included under this task.

Task 10 Project Management

Project management activities generally include, but are not limited to, coordination of semi-annual sampling, quarterly/annual inspections, discussions with Plumas County staff and regulatory agencies, and other professional support necessary to ensure compliance with WDR requirements and other regulations. Additional support activities can include regulatory compliance and permitting and engineering and geological services necessary to comply with landfill management and/or closure activities. This task also includes the preparation of Annual Inflation Factor Reports for the landfill as required by CalRecycle. Management and support activities not covered in this scope will be performed on a time-and-materials basis and will be addressed by a contract addendum at that time.

A handwritten signature in blue ink, appearing to read "RW".

Exhibit "C"
COST ESTIMATE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL AND CHESTER LANDFILLS
2023 SCOPE OF WORK

The estimated costs to complete the work are summarized in Table 1.

Table 1 COST ESTIMATE		Estimated Costs	
Task No./ Description	2023		
GOPHER HILL LANDFILL			
Task 1 Leachate and Groundwater Sampling and Analysis			
WDR Sampling and Analysis*			
Fieldwork - Sample Collection	\$10,800		
Laboratory Analysis	\$5,000		
Project Management and QA/QC	\$1,200		
	<i>Subtotal</i>	\$17,000	
NPDES Sampling and Analysis**			
Fieldwork – Sample Collection	\$1,800		
Laboratory Analysis	\$2,500		
Project Management and Quality Assurance/Quality Control	\$600		
	<i>Subtotal</i>	\$4,900	
	Task 1 – Subtotal	\$21,900	
Task 2 Data Evaluation and Reporting			
Semi-Annual/Annual Monitoring Reports	\$12,000		
Quarterly NPDES Surface Water Discharge Reports	\$5,000		
	Task 2 – Subtotal	\$17,000	
Task 3 Facility Monitoring/Inspections and Reporting			
Quarterly/Annual Site Inspections	\$4,000		
Annual Inspection/Winterization Plan	\$2,000		
	Task 3 – Subtotal	\$6,000	
Task 4 Iso-Settlement Map (Optional, one-time expense not included in Total)			
	Task 4 – Subtotal	\$5,000	
Task 5 Project Management			
Project coordination, planning, correspondence, and regulatory interaction	\$5,000		
	Task 5 – Subtotal	\$5,000	
	Sub Total for Gopher Hill Landfill	\$49,900	
CHESTER LANDFILL			
Task 6: Groundwater Sampling and Analysis			
Fieldwork – Sample Collection	\$6,000		
Laboratory Analysis	\$4,000		
Project Management and QA/QC	\$1,000		
	Task 1 - Subtotal	\$11,000	
Task 7: Data Evaluation and Reporting			
Semi-Annual/Annual Monitoring Reports	\$8,000		
	Task 2 - Subtotal	\$8,000	
Task 8: Facility Monitoring/Inspections and Reporting			
Quarterly/Annual Site Inspections	\$3,000		
Annual Inspection/Winterization Plan	\$2,000		
	Task 8 - Subtotal	\$5,000	



Table 1 COST ESTIMATE		Estimated Costs
Task No./ Description	2023	
Task 9: Corrective Action		
Inspections, Construction Reports		\$4,000
Task 9 - Subtotal		\$4,000
Task 10: Project Management		
Project coordination, planning, correspondence, and regulatory interaction		\$3,000
Task 10: Subtotal		\$3,000
Subtotal for Chester Landfill		\$31,000
Fiscal Year Total		\$80,900
Notes: * Assumes two sampling events (WDRs) and two resample events; ** Assumes one sampling event (NPDES) and two additional discharge events. The costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VESTRA's control. Work will be performed on a time-and-materials basis at the rates shown in the attached VESTRA 2017 Rate Schedule. Additional activities and/ or requirements requested by the client or outside agencies will be addressed by a contract addendum.		



Exhibit "D"
RATE SCHEDULE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2023

VESTRA

2023 VESTRA RATE SCHEDULE	
Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$85.00 - \$95.00
Environmental Scientist	\$95.00 - \$120.00
Regulatory Compliance Specialist	\$90.00 - \$120.00
Environmental GIS Analyst	\$90.00 - \$120.00
Environmental GIS Specialist	\$125.00 - \$155.00
Associate Geologist	\$95.00 - \$120.00
Associate Hydrologist	\$95.00 - \$120.00
Regulatory Biologist	\$85.00 - \$110.00
Senior Biologist	\$120.00 - \$150.00
Senior Environmental Scientist	\$100.00 - \$150.00
Senior Regulatory Compliance Specialist	\$120.00 - \$180.00
Professional Geologist	\$120.00 - \$170.00
Professional Hydrologist	\$140.00 - \$190.00
Project Manager	\$140.00 - \$190.00
Senior Project Manager	\$165.00 - \$190.00
Senior Consultant	\$165.00 - \$190.00
Principal Consultant	\$165.00 - \$190.00
Engineering Services	
Engineering Technician	\$55.00 - \$100.00
Associate Engineer	\$90.00 - \$120.00
Professional Land Surveyor	\$140.00 - \$160.00
Senior Engineer	\$145.00 - \$190.00
Survey Crew	\$190.00 - \$230.00
GPS Survey	\$190.00
Administration	
Admin Clerk/ Document Production Technician	\$40.00 - \$65.00
Admin Supervisor I/ Document Production Supervisor	\$75.00 - \$90.00
Equipment Classification Rates	
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Vehicle Mileage	Varies
Per Diem	
Lodging (per person/day)	Varies
Meals and Incidentals (per person/day)	Varies

Materials and Travel Expenses: Billed as direct reimbursement plus 15%

Subcontractors: Billed as direct reimbursement plus 15%

Terms: Due and payable upon receipt. 1 ¾ % per month (21% per annum) finance charge will be added to any balance 30 days past due.

Note: Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.



Exhibit "E"
PROJECT SCHEDULE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL AND CHESTER LANDFILLS
2023

Gopher Hill Landfill

- Sample Groundwater and Leachate
 - Twice (January and July)
- Sample Leachate (NPDES)
 - Twice (January-May, November-December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (February, April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Chester Landfill

- CAP Site Meetings, and Inspections Spring and Late Summer
- Corrective Action Progress Report to RWQCB (Fall)
- Sample landfill gas
 - Four Times (March, June, September, December)
- Sample Groundwater
 - Four Times (March, April, May, August)
 - Remaining Wells for 5-Year COCs if sufficient water
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: February 21, 2023

SUBJECT: Authorize the Chief Probation Officer to recruit and fill, funded and allocated; 1.0 FTE Probation Assistant position; vacancy due to promotion. This position is fully funded via the Probation General Fund in FY22-23.

Recommendation

Approve the Probation Department to fill a vacant, allocated and funded 1.0 FTE Probation Assistant position. This position is fully funded via the Probation General Fund in FY22-23.

Background and Discussion

On November 21, 2022, this Department Probation Assistant position became vacant due to promotion. This Probation Assistant position is funded in its entirety through the Probation General Fund in the current 2022-2023 fiscal year budget.

This position is critical to the Probation Department and is responsible for assisting Probation Officers with drug testing and transportation, alongside other duties as applicable.

Therefore, we respectfully request the approval to recruit and fill the Department Probation Assistant position.

Action:

Attachments:

1. PA critical staffing questionnaire FY22-23 - Probation Assistant
2. PCPROB - Org Chart Positions Feb 2023

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
 - Yes, the Probation Assistant position is a legitimate business need.
- Why is it critical that this position be filled at this time?
 - The main function of this position covers a wide range of duties, to include assisting Deputy Probation Officers with drug testing and transporting Plumas County Probation clients to and from various facilities.
- How long has the position been vacant?
 - The Probation Assistant's position has been vacant since November 21, 2022.
- Can the department use other wages until the next budget cycle?
 - Other wages are not suitable in recruiting, hiring, and retaining the Full Time Probation Assistant position.
 - The job requires specific education and experience. A permanent employee in this position is important.
- What are staffing levels at other counties for similar departments and/or positions?
 - Other county Probation Departments of similar size use a comparable number of Probation Assistants.
- What core function will be impacted without filling the position prior to July 1?
 - Timely flow and management of department programs would be greatly impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
 - There would not be a negative fiscal impact to the County.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?
 - The Probation Department is a General Fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted, such as audit exceptions?

- The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
 - The Probation Department is not requesting elimination of any positions.
- Departments shall provide an estimate of future general fund support for the next two years. How does the immediate filling of this position impact, positively or negatively, the need for general fund support?
 - This Probation Assistant position is 100% borne by the General Fund in fiscal year 2022-2023. It is a position that is approved and funded in the current budget. A rough estimate for the position, provided by HR, including wages and benefits, is \$69,070.31, so in two years, the estimated cost would be in the realm of \$138,140.62, assuming no increases occur during the timeframe. This position has been unfilled for a while, and it was allocated and budgeted for in the current year.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years.
 - The Probation General Fund (20400) does not carry a reserve.



Chief Probation Officer

Management Analyst

Department Fiscal Officer

Administrative Assistant

Office Assistant

Supervising Probation Officer
VACANT

Adult Services

Deputy Probation Officer

Deputy Probation Officer

Deputy Probation Officer

Deputy Probation Officer
VACANT

Deputy Probation Officer
VACANT

Probation Assistants

Probation Assistant

Probation Assistant

Probation Assistant
VACANT

Probation Assistant
VACANT

Juvenile Services

Deputy Probation Officer

Deputy Probation Officer
VACANT

FTE:

Allocated: 17.0

Filled: 11.0



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Martee Nieman (Graham), Acting Auditor
MEETING DATE: February 21, 2023
SUBJECT: Approve and authorize the Auditor/Controller to recruit and fill, funded and allocated; 1.0 FTE Accountant Auditor I/II; vacancy due to resignation.

Recommendation

Approve and authorize the Auditor Controller to recruit and fill, funded and allocated; 1.0 FTE Accountant Auditor I/II.

Background and Discussion

The Auditor Controller's office needs to fill a funded and allocated position of Accountant Auditor I/II due to resignation.

Action:

The Auditor Controller respectfully request the Board to approve the recruitment for the position of Accountant Auditor I/II due to resignation.

Attachments:

1. Accountant Auditor I NS 2018
2. Account Auditor II NS 2018
3. CRITICAL STAFFING Acct Aud I II

ACCOUNTANT AUDITOR I**DEFINITION**

Under supervision, to perform accounting, auditing and fiscal analysis in the preparation, maintenance, analysis, and verification of the County's fiscal and budget records; to assist with the maintenance of information on County tax rates and rolls; to assist with control of the County's budget; to learn the methods and procedures used by the Auditor/Controller's Office; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and training level in the Accountant/Auditor class series. Incumbents perform a variety of less complex accounting and auditing work. Incumbents are expected to increase their skill and knowledge of technical accounting and auditing procedures during the training period. As soon as an incumbent has demonstrated substantive knowledge of the Department's procedures and policies and the ability to independently perform complex accounting work, as well as assist with auditing functions, they may expect promotion to the next higher level of Accountant/Auditor II.

REPORTS TO

Assistant Auditor/Controller

CLASSIFICATIONS DIRECTLY SUPERVISED

None

ACCOUNTANT/AUDITOR I - 2

EXAMPLES OF DUTIES

- Performs accounting work in the establishment and maintenance of County fiscal records.
- Assists with processing additions, changes, and deletions to the County tax rolls.
- Assists with maintaining proper tax roll fiscal balances.
- Assists with analyzing the impact of the tax roll changes on County revenue.
- Maintains a variety of ledgers and journals.
- Reviews fiscal records to insure proper disbursement of funds to different accounts.
- Prepares financial statements and reports.
- Assists with audits of County funds and programs.
- Assists with the analysis and approval of fund transfers, insuring that they meet program and legal requirements.
- Assists with maintaining proper controls on trust accounts.
- Provides backup for payroll preparation.
- Compiles information for state financial reports.
- Gathers information for the preparation and control of the County budget.
- Operates computers, maintaining and updating files and databases.
- Operates office equipment.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

ACCOUNTANT/AUDITOR I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- General accounting theory, principles, and practices, and their application to a variety of accounting transactions and problems.
- Cost accounting and budgeting procedures.
- Basic auditing theory and techniques.
- Budget development and control.
- Excel (intermediate skill level), Word (basic skill level).
- Office management methods and procedures.

Ability to:

- Perform technical accounting work.
- Analyze and evaluate financial data, researching and gathering appropriate information to resolve problems.
- Monitor and update fiscal records.
- Prepare a variety of financial reports and statements.
- Make mathematical calculations quickly and accurately.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Establish and maintain cooperative working relationships.
- Work as a team-player.
- Maintain positive attitude towards co-workers and the public.

ACCOUNTANT/AUDITOR I - 4

TRAINING AND EXPERIENCE

Equivalent of successful completion of the courses required for a major in accounting at an accredited four (4) year college or university;

OR

Successful completion of a professional accounting curriculum given by an approved institution which included courses in elementary and advanced accounting, auditing, cost accounting, and business law;

OR

Three years of responsible professional accounting experience. A combination of two or more of the following skills would qualify: knowledge of financial statement preparation and analysis; experience using a computerized accounting system; preparation of financial reports and reconciliations; filing reports with outside agencies; payroll and payroll reporting.

OR

Other combinations of experience and education may be considered.

Special Requirements:

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

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

ACCOUNTANT AUDITOR II**DEFINITION**

Under supervision, to perform accounting, auditing and fiscal analysis in the preparation, maintenance, analysis, and verification of the County's fiscal and budget records; to maintain information on County tax rates and rolls; to assist with control of the County's or a Department's budget; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the Accountant/Auditor class series. Incumbents perform a variety of complex accounting and auditing work. Incumbents are expected to have substantial accounting and auditing knowledge and background. Incumbents may be assigned responsibility for a special fiscal area such as fiscal monitoring for a department or departments which have complex financial reporting requirements.

REPORTS TO

Assistant Auditor/Controller.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

ACCOUNTANT/AUDITOR II - 2

EXAMPLES OF DUTIES

- Performs technical accounting work in the establishment and maintenance of County fiscal records.
- Assists with processing additions, changes, and deletions to the County tax rolls.
- Maintains proper tax roll fiscal balances.
- Apportions tax roll monies to the proper accounts and funds.
- Analyzes the impact of the tax roll changes on County revenue.
- Maintains fixed asset inventories.
- Maintains a variety of ledgers and journals.
- Reviews fiscal records to insure proper disbursement of funds to different accounts.
- Prepares financial statements and reports.
- Assists with audits of County funds and programs.
- Assists with the analysis and approval of fund transfers, insuring that they meet program and legal requirements.
- Maintains proper controls on trust accounts.
- Reviews and reconciles County and special district warrants.
- Provides backup for payroll preparation.
- Compiles information for state financial reports.
- Gathers information for the preparation and control of the County budget.
- Operates computers, maintaining and updating files and databases.
- Operates office equipment.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

ACCOUNTANT/AUDITOR II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- General accounting theory, principles, and practices, and their application to a variety of accounting transactions and problems.
- Cost accounting and budgeting procedures.
- Auditing theory, principles, and techniques and their application to government finance.
- Laws and regulations affecting the financial operations of the County and special districts.
- Principles of account classification.
- Budget development and control.
- Excel (intermediate skill level), Word (basic skill level).
- Office management methods and procedures.

Ability to:

- Perform technical accounting work.
- Analyze and evaluate financial data, researching and gathering appropriate information to resolve problems.
- Monitor and update fiscal records.
- Prepare a variety of financial reports and statements.
- Make mathematical calculations quickly and accurately.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Establish and maintain cooperative working relationships.
- Work as a team player.
- Maintain positive attitude towards co-workers and public.

ACCOUNTANT/AUDITOR II - 4

TRAINING AND EXPERIENCE

One (1) year of experience comparable to that of an Accountant/Auditor I with Plumas County,
AND

Equivalent to successful completion of the courses required for a major in accounting at an
accredited four (4) year college or university.

OR

Successful completion of a professional accounting curriculum given by an approved institution
which included courses in elementary and advanced accounting, auditing, cost accounting, and
business law.

OR

Three years of responsible professional accounting experience. A combination of two or more of the
following skills would qualify: knowledge of financial statement preparation and analysis;
experience using a computerized accounting system; preparation of financial reports and
reconciliations; filing reports with outside agencies; payroll and payroll reporting.

OR

Other combinations of experience and education may be considered.

Special Requirements:

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

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

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
 - The position is funded and allocated for the 2022-2023 fiscal year.
- Why is it critical that this position be filled at this time?
 - There are only 5 permanent positions, including the Auditor Controller, within the department. The Auditors' office relies on Extra Help to run day-to-day operations.
- How long has the position been vacant?
 - Vacant being of March.
- Can the department use other wages until the next budget cycle?
 - The position is funded and allocated.
- What are staffing levels in other counties for similar departments and/or positions?
 - Over 8 to 18 staff members.
- What core function will be impacted without filling the position prior to July 1?
 - Daily processing, accounts payable and receivable.
 -
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

The impact will be critical if not filled. The non-general fund department head needs to be satisfied 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 on 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?
 - If this position is not filled the department will not be able to process accounts receivable and payable in a timely manner which would have negative affect and or cause late payments.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
 - No

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support.
 - This position has been funded and allocated for several years and needs to be filled. There will not be any change to the fiscal impact on the GF.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
 - No



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: February 21, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and the Plumas Crisis Intervention and Resource Center to collaborate in the development of the Youth Re-Entry Program via the Youth Programs and Facilities Grant; effective July 1, 2022; not to exceed Forty-Eight Thousand Dollars (\$48,000.00); approved as to form by County Counsel; discussion and possible action.

Recommendation

Approve and authorize the Chair to sign the Contract between the Plumas County Probation Department and the Plumas Crisis Intervention and Resource Center to collaborate in the development of the Youth Re-Entry Program via the Youth Programs and Facilities Grant, not to exceed Forty-Eight Thousand Dollars (\$48,000.00); approved as to form by County Counsel.

Background and Discussion

On April 5, 2022, Resolution 22-8680 was approved by the Board of Supervisors for the Plumas County Probation Department to participate in the Youth Programs and Facilities Grant (YPFG) funded through the California State General Fund and Administered by the Board of State and Community Corrections.

This funding, estimated to be \$47,086, will be utilized for a Youth Re-Entry Program overseen by the Plumas Crisis Intervention and Resource Center (PCIRC), with support from community partners, including education, career readiness and job training through the Dragonfly Cafe. Funds are eligible for use through June 1, 2024, and does not require any local match funding as a condition of receipt. The revenue and expenditures will be channeled through the newly established SB823/Division of Juvenile Justice Realignment Block Grant accounting department, dept. 20404.

A service agreement between the Plumas County Probation Department and PCIRC must be signed in the current 2022-2023 fiscal year to commence invoicing of program expenditures.

Action:

Therefore, it is respectfully requested that the Chair be authorized to sign the services agreement between Probation and PCIRC for the YPFG Youth Re-Entry program in FY22-23.

Attachments:

1. Prob - PCIRC YPFG FY22.23 - BOS SIG REQ
2. Resolution No. 22-8680 Establishing the participation in the Youth Programs and Facilities Grant Program

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 Plumas Crisis Intervention and Resource Center, a California non-profit 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 Forty-Eight Thousand Dollars (\$48,000).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.



7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
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

Contractor:

Plumas Crisis Intervention and Resource Center
175 Main Street
P.O. Box 3005
Quincy, CA 95971
Phone: 530-283-5515
Attention: Scott McCallum

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

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

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.



- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

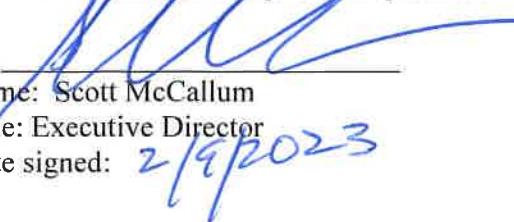
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of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

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

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

CONTRACTOR:

Plumas Crisis Intervention and Resource Center, a California non-profit Corporation.

By: 

Name: Scott McCallum

Title: Executive Director

Date signed: 2/9/2023

COUNTY:

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

By: 

Name: Keevin Allred

Title: Chief Probation Officer

Date signed:

By:

Name: Dwight Ceresola

Title: Board of Supervisors - Chair

Date signed:

Attest:

By: 

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:



Joshua Brechel
Deputy County Counsel

1/18/2023



EXHIBIT A

Scope of Work

The Plumas Crisis Intervention Resource Center (PCIRC) will collaborate with the Plumas County Probation Department in the development of the Youth Re-Entry Program. PCIRC will house a maximum of 3 qualified youth in the Ohana House Emergency and Transitional Shelter at any given time. In addition, youth will be able to engage in services through the Youth Re-Entry Program at the Dragonfly Café Education & Training Center. Program eligibility will be triggered by entry to a Juvenile Hall or through a diversion model for youth who are at risk of entry to a juvenile hall for an alleged WIC 707(b) offense.

The program will endeavor to:

- Engage youth between the ages of 16-24 into education, career readiness and job training to prepare for employment and housing stability through the Dragonfly Café Education and Training Center.
- Engage youth of all ages into evidence-based program services (Power Source, Forward Thinking Journaling, Grief Recovery), individual and group mentoring, intensive case management and positive youth development activities.
- Track all data regarding youth participation and success.
- Expand the Youth Re-entry Program incrementally as the design evolves and funding allows.

The development of this capital facility project will be located at 461 Main Street in Quincy, CA. PCIRC is purchasing the building and funding herein will support a portion of the needed renovations to prepare for the proposed use herein. This project will serve justice-involved youth over the long-term and will be sustained by PCIRC. This site solves the current barriers for transitioning justice-system involved youth as a place for support, employment, and long-term safety-net services.



EXHIBIT B
Fee Schedule

Applicant:	Plumas County Probation Department Final Budget Anticipated 7/15/21		
LINE ITEMS	SB 823 BUDGET		
	STATE REIMBURSED	CASH CONTRIBUTION	TOTAL
1. Construction	\$ 41,314.00		\$ 41,314.00
2. Architectural			\$ -
3. Fixed Furnishings/Equipment			\$ -
4. Moveable Furnishings/Equipment:			\$ -
5. Construction Management			\$ -
6. Transportation/Equipment			\$ -
7. Training Materials/Supplies			\$ -
8. Programing Materials/Supplies			\$ -
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	\$ 5,772.00		\$ 5,772.00
10. Other			\$ -
Total Project Costs	\$ 47,086.00	\$ -	\$ 47,086.00
Percentage of Total	100%	0%	100%

D

RESOLUTION NO. 22-8680

**A RESOLUTION ESTABLISHING THE PARTICIPATION IN THE YOUTH PROGRAMS
AND FACILITIES GRANT PROGRAM**

WHEREAS the Plumas County Probation Department desires to participate in the Youth Programs and Facilities Grant Program funded through the California State General Fund and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the Chief Probation Officer be authorized on behalf of the Plumas County Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the Plumas County Probation Department agrees to ensure all matching funds required for the above grant are provided and abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

The foregoing resolution was duly passed, approved, and adopted by the Plumas County Board of Supervisors, State of California, at a regular meeting of said Board, thereof held on April 5, 2022 by the following votes:

Ayes: 5

Notes: 0

Absent: 0


Chair, Board of Supervisors

ATTEST:


Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

Youth Programs and Facilities Grant Program (YPFG)

Part B All County Distribution Application Package Coversheet

Submitted by:
PLUMAS COUNTY PROBATION DEPARTMENT

Date Submitted:
MAY 12, 2021

Part B All County Distribution Application Checklist

A complete application package for funding under the Youth Programs and Facilities Grant (YPFG) Program must contain the following items:

Required Items:	
1	Cover Sheet (previous page) • Insert Applicant Name and Date of Submission
2	YPFG Proposal Checklist • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.
3	Applicant Information Form • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.
4	Application Narrative • 2 pages or fewer
5	Budget Attachment
6	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix D) • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.
Optional:	
7	Governing Board Resolution (Appendix E) <i>Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.</i>

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X



Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Part B All County Distribution Applicant Information Form

A. APPLICANT < Name > County		B. TAX IDENTIFICATION NUMBER		
NAME OF APPLICANT Plumas County Probation Department		TAX IDENTIFICATION #: 94-600528		
STREET ADDRESS 270 County Hospital Road, Suite 128	CITY Quincy	STATE CA	ZIP CODE 95971	
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE	
C. PROJECT TITLE: Plumas County Youth Re-Entry Program				
D. PROJECT SUMMARY (100-150 words): Develop a Youth Re-Entry Program supported by community partners through a local CoC for justice-system involved youth and youth who may be diverted from entering the criminal justice system.				
E. GRANT FUNDS REQUESTED: (See Appendix F: County Juvenile Population Index)				
\$ 47,086				
F. DEFERRED SPENDING: Is the application for a deferred spending award?		<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
G. LEAD PUBLIC AGENCY:		Plumas County Probation Department		
H. PROJECT DIRECTOR:				
NAME Keevin Allred	TITLE Chief Probation Officer		TELEPHONE NUMBER 530-283-6200	
STREET ADDRESS 270 County Hospital Road, Suite 128			FAX NUMBER 530-283-6165	
CITY Quincy	STATE CA	ZIP CODE 95971	EMAIL ADDRESS keevinalred@countyofplumas.com	
I. FINANCIAL OFFICER:				
NAME Miguel Herrera	TITLE Department Fiscal Officer		TELEPHONE NUMBER 530-283-6529	
STREET ADDRESS 270 County Hospital Road, Suite 128			FAX NUMBER 530-283-6165	
CITY Quincy	STATE CA	ZIP CODE 95971	EMAIL ADDRESS miguelherrera@countyofplumas.com	
PAYMENT MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE
J. DAY-TO-DAY PROGRAM CONTACT:				
NAME Cathy Rahmeyer	TITLE PCIRC Director of Operations		TELEPHONE NUMBER 530-283-5515	
STREET ADDRESS 175 Main Street – P. O. Box 3005			FAX NUMBER 530-283-3539	
CITY Quincy	STATE CA	ZIP CODE 95971	EMAIL ADDRESS highsierragrants@yahoo.com	

K. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
Miguel Herrera	Department Fiscal Officer	530-283-6529	
STREET ADDRESS		FAX NUMBER	
270 County Hospital Road, Suite 128		530-283-6165	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Quincy	CA	95971	miguelherrera@countyofplumas.com

L. AUTHORIZED SIGNATURE			
<p>By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.</p>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Keevin Allred	Chief Probation Officer	530-283-6200	keevinalred@countyofplumas.com
STREET ADDRESS	CITY	STATE	ZIP CODE
270 County Hospital Road, Suite 128	Quincy	CA	95971
EMAIL ADDRESS			
keevinalred@countyofplumas.com			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.)			DATE
X			May 12, 2021

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Youth Programs and Facilities Grant (YPFG) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Section 1: Project Need

1.1. The Plumas County Probation Department is committed to supporting the intent of SB 823 and is in the process of developing a local continuum of care (CoC) for justice system-involved youth. The county does not operate a juvenile detention facility and contracts with other rural counties for confinement of youth. While Plumas County has enjoyed many years of formal and informal collaborative partnerships, the closure of DJJ will further the development of a local CoC focused on evidence-based and promising practices promoting positive youth development through a public health framework. Plumas County has a vision to design a multi-system approach to serve justice-system involved youth utilizing the following concepts:

- Develop a Youth Re-Entry Program supported by community partners through a local CoC for justice-system involved youth and youth who may be diverted from entering the criminal justice system.
- Program eligibility will be triggered by entry to a Juvenile Hall System or through a diversion model for youth who are at risk of entering a juvenile hall system for an alleged 707(b) offense.
- Utilize Ohana House Emergency & Transitional Shelter to address housing needs for youth as identified.
- Engage re-entering youth between the ages of 16-24 into education, career readiness and job training to prepare for employment and housing stability through the Dragonfly Café Education & Training Center.
- Engage youth of all ages into evidence-based program services (Power Source, Forward Thinking Journaling, Grief Recovery), individual and group mentoring, intensive case management and positive youth development activities.
- Track all data regarding youth participation and successes.
- Expand the Youth Re-Entry Program incrementally as the design evolves and funding allows.

The Plumas County Probation Department is requesting 60 days to submit a final draft of this project to allow time for the development of the CoC with community partners.

1.2. There is no limit to the number of youths who may participate in the Dragonfly Café Education & Training Program. It is estimated that 2-3 youth may participate in the Ohana House Emergency & Transitional Shelter at any given time. All youth will engage in services through the Youth Re-Entry Program housed at the Dragonfly Café Education & Training Center.

Section 2: Project Description

2.1. The Plumas County Probation Department is working in collaboration with the community-based organization, Plumas Crisis Intervention & Resource Center (PCIRC), in the development of this capital facility project. The location will be established at 461 Main Street in Quincy, CA. PCIRC is purchasing the building and funding herein will support a portion of the needed renovations to prepare for the proposed use herein. This project will serve justice-involved youth over the long-term and will be sustained by PCIRC. This site solves the current barriers for transitioning justice-system involved youth as a place for support, employment, and long-term safety-net services.

2.2. There are no adequate sites available to serve youth currently. PCIRC operates Ohana House Emergency & Transitional Shelter, and this project compliments and expands those services. Ohana House has been in operation for over six years and is dedicated to the successful transition of all youth to achieve their goals. PCIRC is a non-profit organization in operation in Plumas County for 38 years, serving the homeless, transitioning adult offenders, families, seniors, youth and Veterans.

Section 3: Budget

3.1. Provide a complete and detailed budget information in each section of the Budget Attachment (link below) that includes:

- **language supporting each expense.**
- **expenses that are allowable within the definitions or parameters of the RFA.**
- **expenses that are appropriate for the described program or project.**

Proposed budget attached.

Applicant:	Plumas County Probation Department Final Budget Anticipated 7/15/21		
LINE ITEMS	STATE REIMBURSED	CASH CONTRIBUTION	SB 823 BUDGET
1. Construction	\$ 41,314.00	\$	\$ 41,314.00
2. Architectural		\$	-
3. Fixed Furnishings/Equipment		\$	-
4. Moveable Furnishings/Equipment		\$	-
5. Construction Management		\$	-
6. Transportation/Equipment		\$	-
7. Training Materials/Supplies		\$	-
8. Programming Materials/Supplies		\$	-
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	\$ 5,772.00	\$	\$ 5,772.00
10. Other		\$	-
Total Project Costs	\$ 47,086.00	\$ -	\$ 47,086.00
Percentage of Total	100%	0%	100%

Provide an explanation below of how the dollar figures were determined for each of the budget categories above that contain dollar amounts. Every cash contribution line item shall be included with a reporting of the full amount budgeted unless a line item is not an actual cash contribution project cost for the county. (In that case, indicate so below.) For each budget category explanation below, include how state funding and the county contribution dollar amounts have been determined and calculated (be specific).

LINE ITEMS	COMMENTS

1. Construction	Describe any construction costs associated with the project - To support the construction of the Dragonfly Café & Education, Career Readiness & Job Training Center to provide a youth component of services.
2. Architectural	Describe the county's current stage in the architectural process: b) Define the budgeted amount for architectural design:
3. Fixed Furnishings/Equipment	Describe the items to be purchased and installed for the project:
4. Moveable Furnishings/Equipment	Describe the items to be purchased and where they are to be placed for the project:
5. Construction Management	Describe which portions/phases of the construction management services the county intends to claim as a) State Reimbursed b) Cash Contribution
6. Transportation Equipment	Describe the equipment to be purchased and the expected use:
7. Training Materials/Supplies	Describe the training materials and supplies to be purchased:

8. Programming Materials/Supplies	Describe the programming materials and supplies to be purchased:
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	Describe any one-time personnel costs associated with the project - To support the planning, development, project management of site. And, to provide staff training in evidence-based youth programming such as Power Source (PS) & Forward Thinking Journaling.
10. Other	Describe any other cash contribution costs associated with the project:

Appendix D: Certification of Compliance with BSCC Policies on Debarment, Disqualification, Suspension, and Removal

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE <small>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</small>			
NAME OF AUTHORIZED OFFICER Keevin Allred	TITLE Chief Probation Officer	TELEPHONE NUMBER 530-283-6200	
STREET ADDRESS 270 County Hospital Road, Ste 128	CITY Quincy	STATE CA	ZIP CODE 95971
EMAIL ADDRESS keevanallred@countyofplumas.com			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature)) 			DATE May 12, 2021



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: February 21, 2023

SUBJECT: Approve supplemental budget request of \$130,685.00 from supplemental revenue acct. 20418/48079, TRN-CCPIF into expenditure account 20418/52191, PROF SVC-COMM PARTNERS for the Probation Department to administer funds for services provided by Kinne Marriage and Family Therapy, Inc. dba as ReThink Industries, LLC; as recommended by the Community Corrections Partnership Executive Committee; discussion and possible action. Four/fifths roll call vote

Recommendation

Approve supplemental budget request and supplemental expenditure account increase of \$130,685.74 in dept. 20418 for Probation to administer funds for services provided by Kinne Marriage and Family Therapy, Inc. dba as ReThink Industries, LLC in fiscal year 2022-2023.

Background and Discussion

On September 27, 2022, the Community Corrections Partnership budget for fiscal year 2022-2023 was approved by the Board of Supervisors. This included an award amount for Kinne Marriage and Family Therapy, Inc. dba as ReThink Industries, LLC (Henceforth: "ReThink") for two programs: A Transitional Sober Living Environment (TSLE) program and additional Mental Health Services programming. The amounts awarded were \$63,214.60 for the TSLE program and \$67,471.14 for the Mental Health Services program, totaling \$130,685.74.

The initial Request for Proposals (RFP) submitted was left ambiguous as to which county entity would administer the funding for the program, as the only county agency listed within these RFPs who could refer clientele to these programs was the Alternative Sentencing Program. This stalled the contracting process until later in the fiscal year.

On January 18th, 2023, during the regularly scheduled meeting of the Community Corrections Partnership Executive Committee, it was agreed upon allowing the contract to broaden the scope of available agencies who could refer clients to the services provided by ReThink to include Probation, the Plumas County Sheriff's Office, and the Alternative Sentencing Program.

The Plumas County Probation Department also agreed to administer the funding for ReThink, and be channeled through the Probation Department AB109 accounting department, 20418. Other Community Based Organizations have been funneled through this department in previous fiscal years, including the Plumas Crisis Intervention and Resource Center, and the Alliance for Workforce Development.

Action:

Therefore, it is respectfully requested that the board approve the supplemental budget request increase for department 20418 to administer funds for the services provided by ReThink in FY2022-2023.

Attachments:

1. Prob - Budget xfer 20418 ReThink FY22.23

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Probation Dept. No: 20400 Date 2/9/2023

Dept. No: 20400

Date 2/9/2023

The reason for this request is (check one): **Approval Required**

A. Transfer to/from Contingencies OR between Departments

B. Supplemental Budgets (including budget reductions)

C. Transfers to/from or new Fixed Asset, within a 51XXX

D. Transfer within Department, except fixed assets

E. Establish any new account except fixed assets

Approval Required

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET. CHECK "SUPPLEMENTAL EXPENDITURE" IF
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) ReThink Industries amount requests will be channeled through Probation's Budget, as is typical with other CBOs.

B) Fund Balance available in Fund 0025 is sufficient to cover budgeted amounts in FY22.23.

C) Programming is taking place in current Fiscal Year. Cannot delay any longer.

D) CCP Negotiations were delayed until much later than usual in the Fiscal Year, contract issues were unsorted until recently.

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: February 21, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, budgeted and approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors, to provide transitional sober living environment services; effective July 1, 2022; not to exceed \$63,214.60; approved as to form by County Counsel; discussion and possible action.

Recommendation

Approve and authorize the Chair to sign a Contract between the Plumas County Probation Department and Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, budgeted and approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors, to provide transitional sober living environment services. Not to exceed Sixty-Three thousand Two-Hundred Fourteen and 60/100 dollars (\$63,214.60); approved as to form by County Counsel.

Background and Discussion

In Fiscal Year 2022-2023, Kinne Marriage and Family Therapy, Inc. dba ReThink Industries (henceforth "ReThink") submitted a Request for Proposal (RFP) to the Community Corrections Partnership (CCP), and was summarily awarded \$63,214.60 to provide Transitional Sober Living Environment (TSLE) services in the budget approved by the CCP Executive Committee. This budget was then approved by the Board of Supervisors on September 27, 2022.

Pertinent details of the contract include ReThink providing 4.5 months of programming beginning February 26, 2023 through June 30, 2023. The program includes wrap around care for participants and their families, intensive outpatient treatment, case management, etc. The goal is to foster readiness of participants to launch into independent living upon completion of the program.

Participants can be referred to and recruited by the Plumas County Probation Department, the Plumas County Sheriff's Office, and the Alternative Sentencing Program. Assessments and referral needs will take place in the Plumas County Jail, while staffing and services will take place at ReThink Industries in Quincy, CA.

Action:

Therefore, it is respectfully requested that the Board of Supervisors approve and authorize the TSLE Contract between the Plumas County Probation Department and ReThink Industries in FY2022-2023.

Attachments:

1. Prob - CCP - ReThink TSLE 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 Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, a California Corporation.

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 sixty-three thousand two-hundred fourteen and 60/100 Dollars (\$63,214.60).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

 COUNTY 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

*DP
JL*

✓ COUNTY INITIALS

CONTRACTOR INITIALS *AD*

- 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

PD
DA

VC COUNTY INITIALS

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.

PD
PD COUNTY INITIALS

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

County:

Plumas County Probation Department
County of Plumas
270 County Hospital Rd STE 128
Quincy, CA 95971
Attention: Keevin Allred

Plumas County Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA 95971
Attention: Todd Johns

Plumas County Alternative Sentencing
520 Main Street, Room 404
Quincy, CA 95971
Attention: David Hollister

Contractor:

ReThink Industries
65 Main Street
Quincy, CA 95971
Attention: Allison Kinne

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.

p
AA COUNTY INITIALS

CONTRACTOR INITIALS *AK*

- 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.

 COUNTY INITIALS

CONTRACTOR INITIALS 

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

CONTRACTOR:

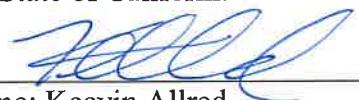
ReThink Industries, a California organization

By: 

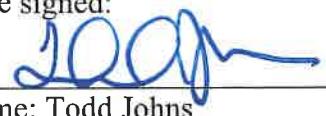
Name: Allison Kinne
Title: CEO/CFO
Date signed:

COUNTY:

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

By: 

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

By: 

Name: Todd Johns
Title: Sheriff/Coroner
Date signed: 2/1/2023

By: 

Name: David Hollister
Title: District Attorney
Date signed: 1 Feb 2023

By: _____

Name: Dwight Ceresola
Title: Board of Supervisors - Chair
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

 COUNTY INITIALS

EXHIBIT A

Scope of Work

The goal of this Supervised Housing Project Proposal is to continue providing Prop 47, AB1810, Probation Department, Sheriff's Office, and Alternative Sentencing participants with equal care at grant dissolution February 15, 2023. We will provide 4.5 months of programming to begin February 16, 2023 through June 30, 2023. We anticipate serving 54 clinical hours/week while maintaining up to capacity of 12 TSLE participants for the duration of this contract. We aim to maintain excellent coordinated care with the DA's office, ASP, Probation, and SO's office, serving our communities' criminal justice involved individuals. Our housing program affords participants the opportunity to live in a safe and stable environment when transplanted from unhealthy living situation they may be residing in. They will be provided with wrap-around care for themselves and their families, alongside intensive outpatient treatment, case management, skills, & therapeutic groups/interventions. The goal is to teach participants to live independently, learn to save and budget, keep personal home spaces tidy and drug/alcohol free affording other sober residents who function as teammates/support. The final goal of the program is to foster the readiness of current/new participants to launch into independent living upon graduation of their treatment program, if not sooner.

Participants are referred and recruited through the Probation Department, Sheriff's office, and Alternative Sentencing. Services are located in Quincy, CA at our 3 TSLE houses. Staffing and services will take place at Rethink Industries located in Quincy, CA and additionally we will perform assessment and referral needs from the Plumas County Jail.

DP
JKS

JKS COUNTY INITIALS

EXHIBIT B

Fee Schedule

Funding costs requested from CCP funds for this contract shall not exceed Sixty Three Thousand, Two Hundred Fourteen Dollars, and Sixty Cents (\$63,214.60).

Program cost per unit (i.e. per bed, class, hour, etc); shall not exceed \$197.50 per bed.

Total Personnel Costs for contract period shall not exceed \$29,540.00.

Total Employee Related Benefits for contract period shall not exceed \$7,085.10.

Total Operating Expenses for contract period shall not exceed \$26,589.50.

All invoices shall distinguish who referred a client and the services provided.

b
dt

VA COUNTY INITIALS



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: February 21, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between the Plumas County Probation Department and Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, budgeted and approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors, to provide additional mental health services and case management; effective July 1, 2022; not to exceed \$67,471.14; approved as to form by County Counsel; discussion and possible action.

Recommendation

Approve and authorize the Chair to sign a Contract between the Plumas County Probation Department and Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, budgeted and approved by the Community Corrections Partnership Executive Committee and the Board of Supervisors, to provide additional mental health services and case management. Not to exceed Sixty-Seven thousand Four-Hundred Seventy-One and 14/100 dollars (\$67,471.14); approved as to form by County Counsel.

Background and Discussion

In Fiscal Year 2022-2023, Kinne Marriage and Family Therapy, Inc. dba ReThink Industries (henceforth "ReThink") submitted a second Request for Proposal (RFP) to the Community Corrections Partnership (CCP), and was summarily awarded \$67,471.14 to provide Mental Health services in the budget approved by the CCP Executive Committee. This budget was then approved by the Board of Supervisors on September 27, 2022.

Pertinent details of the contract include ReThink providing various assessments to measure mental health, substance abuse and dependence, criminality and recidivism risks. Clients and their families are provided with wrap-around care, acquire skills, and attend therapeutic groups and interventions. The end goal is to teach the participants how to properly foster independence, ultimately reducing recidivism and promoting long-term success within their lives post graduation.

Participants can be referred to the Program via the Plumas County Probation Department, the Plumas County Sheriff's Office, and the Alternative Sentencing Program. Services will be located in Quincy, CA at ReThink Industries, and additionally, ReThink will perform assessment and referral needs from the Plumas County Jail.

Action:

Therefore, it is respectfully requested that the Board of Supervisors approve and authorize the Mental Health services Contract between the Plumas County Probation Department and ReThink Industries in FY2022-2023.

Attachments:

1. Prob - CCP - ReThink MH 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 Kinne Marriage and Family Therapy, Inc. dba ReThink Industries, a California Corporation.

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 sixty-seven thousand four hundred seventy-one and 14/100 Dollars (\$67,471.14).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

~~WAC~~ 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

 COUNTY INITIALS

 CONTRACTOR INITIALS

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

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

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

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

 COUNTY INITIALS

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

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

 COUNTY INITIALS

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

County:

Plumas County Probation Department
County of Plumas
270 County Hospital Rd STE 128
Quincy, CA 95971
Attention: Keevin Allred

Plumas County Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA 95971
Attention: Todd Johns

Plumas County Alternative Sentencing
520 Main St., room 404
Quincy, CA 95971
Attention: David Hollister

Contractor:

ReThink Industries
65 Main Street
Quincy, CA 95971
Attention: Allison Kinne

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.

 COUNTY INITIALS

 CONTRACTOR INITIALS

- 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.

 COUNTY INITIALS

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

CONTRACTOR:

ReThink Industries, a California organization

By: 

Name: Allison Kinne
Title: CEO/CFO
Date signed:

COUNTY:

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

By: 

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

By: 

Name: Todd Johns
Title: Sheriff/Coroner
Date signed: 2/2/2023

By: 

Name: David Hollister
Title: District Attorney
Date signed: 1 Feb 2023

By: _____

Name: Dwight Ceresola
Title: Board of Supervisors - Chair
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

 COUNTY INITIALS

EXHIBIT A

Scope of Work

Rethink Industries will maintain excellent coordinated care with the Probation Office, Sheriff's Office, and the Alternative Sentencing Program clients. Clients are provided with wrap-around care for themselves and their families, along with intensive outpatient treatment, case management, and skills based and therapeutic groups and interventions. The goal is to teach the participants how to live independently, create a life worth living, learn to save and budget, maintain abstinence or harm reduction protocols, increase parenting skills and techniques, manage behavioral challenges, decrease recidivism, decrease criminal thinking and behaviors, create a sober community support system, increase employment rates, decrease reactivity around trauma triggers, stabilize with necessary medications with proper diagnosis and treatment for long term success and mental health symptom management, and to teach time management and other necessary life skills for continued success post graduation. The justice involved participants will be referred and recruited through Probation, the Sheriff's Office, or Alternative Sentencing Program.

Assessments are conducted to measure mental health, substance abuse and dependence, criminality and recidivism risks. Frequently utilized assessments include Negative Cognition Inventory, AMEN, ACE, Becks Anxiety Scale, Becks Depression Inventory, ADHD Executive Function Questionnaire, various trauma and PTSD assessments, and the Enneagram.

Services will be located in Quincy, CA at Rethink Industries, and additionally Rethink will perform assessment and referral needs from the Plumas County Jail.

16
DS

 COUNTY INITIALS

EXHIBIT B

Fee Schedule

Funding costs requested from CCP funds for this contract shall not exceed Sixty Seven Thousand, Four Hundred Seventy One dollars and 14/100 (\$67,471.14).

Total Personnel Costs for contract period shall not exceed \$46,100.00.

Total Employee Related Benefits for contract period shall not exceed \$11,196.14.

Total Operating Expenses for contract period shall not exceed \$10,175.00.

All invoices shall distinguish who referred a client and the services provided.

[Handwritten initials]

[Handwritten initials] COUNTY INITIALS



**PLUMAS COUNTY
AGRICULTURE/WEIGHTS & MEASURES
DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Willo Vieira, Agricultural Commissioner/Sealer

MEETING DATE: February 21, 2023

SUBJECT: Approve and authorize the Department of Agriculture/Weights and Measures to advertise for bids for a Vehicle Shed/Garage; discussion and possible action.

Recommendation

Approve and authorize the Department of Agriculture/Weights and Measures to advertise for bids for a Vehicle Shed/Garage.

Background and Discussion

Currently, all vehicles for the Department of Agriculture Weights&Measures are stored outside year-round, exposing them to significant weathering and resulting annual repairs. These vehicles include the Weight Truck, the F-450 500-gallon spray Truck, and the F-250 100-gallon Spray Truck. This vehicle shed/garage would afford the vehicles protection from the weather, resulting in fewer repairs and greatly extending their useful lifespan for the department.

This project was allocated \$50,000.00 in the FY 22-23 budget.

Action:

The Department of Agriculture/Weights & Measures respectfully recommends that the Board of Supervisors approve the department to advertise for bids for the Vehicle Shed/Garage project.

Attachments:

1. 20230210115436

PLUMAS COUNTY DEPARTMENT OF AGRICULTURE

208 Fairgrounds Road, Quincy, CA 95971 – Telephone (530) 283-6365 Facsimile (530) 283-4210
Willo Vieira, Commissioner/Sealer



INVITATION FOR BIDS

THIS IS NOT AN ORDER Please provide bid prices and delivery terms if applicable for the following materials or services subject to the general terms and conditions of this Bid as written.

DATE:	DEPARTMENT	SUBJECT:
February 22, 2023	Agricultural/W&M 4 bay vehicle shed/garage	

Project Location::

208 Fairgrounds Road, Quincy, CA 95971

Bids must be received by the
Department of Agriculture on or before:

TIME: 3:00 PM

DATE: March 8, 2023

<u>SUBMIT BIDS TO:</u>	DATE OF BID OPENING:	PLACE OF BID OPENING:	TIME OF BID OPENING:
Plumas County Department of Agriculture 208 Fairgrounds Road Quincy, CA 95971	March 8, 2023	208 Fairgrounds Road Quincy, CA 95971	3:00 PM

INSTRUCTIONS TO BIDDERS

1. Bidder must have a current California Contractor's license that will allow the type of work requested in this IFB for the project. (Please provide your contractor's license(s) number(s) on your bid document.)
2. Bids must be submitted in a sealed envelope with the notation "4 Bay Garage Bid" and responsive to the specifications and scope of work as listed on Exhibit B. Every bid must contain a signed and filled out Signature Page. No cover letter is required.
3. Bidders are responsible to monitor the Plumas County's Web Page listed under Department of Agriculture for any and all amendments: <http://www.countyofplumas.com/bids.aspx>
4. If you have any questions, contact Willo Vieira, at willovieira@countyofplumas.com.
5. This is a "State Prevailing Wage" contract. Bidders are responsible for assuring that the most current State of California wage and benefit compensation applicable to their workers for this project are complied with.
6. Bidders will be required to show proof of current Worker's Compensation Insurance and liability insurance as provided in the contract for this work.

EXHIBIT A

Plumas County
TERMS and CONDITIONS

BIDS: Bids, modifications and requests for withdrawal thereof, received after the due date and time **will not** be considered.

All bids must be submitted in sealed envelopes, unless otherwise specified upon this request, and bid envelopes must be identified as per instructions set forth in the request transmittal. The entire bid packet needs to be submitted with your bid.

Prices for each bid item shall be inserted in ink or typewritten, penciled submittals will not be accepted. Prices shall include all costs of packing and transportation to the delivery point or points shown, unless otherwise specified in the request. A total price shall also be entered in the "Total Price" column.

AWARDS: The contracts shall be made to the lowest responsible bidder provided, however, service reputation of the bidder may be taken into consideration in determining the lowest responsible successful bidder.

TAX: If the work tasks require that the contractor provide materials, invoices must include sales tax, if applicable.

The County reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids. The County may also make an award for any item or group of items in any bid, unless the bidder qualifies his/her bid by specific limitations.

CONTRACT: A copy of Plumas County's Standard services agreement is attached for reference.

Specifications

2023 4 Bay Vehicle Shed/Garage Project

Plumas County Department of Agriculture is currently soliciting formal bids for contractors to construct a 4-bay metal vehicle shed/garage beside the currently existing shop. At least 1 bay will require 12-foot vertical clearance for our weight truck/ & crane and all bays to be 12 feet wide and 24 feet deep.

Staging area is available at shop area.

Bids will not be accepted after March 8, 2023, at 3:00 pm.

Scope of Work: To install an engineered 4 bay equipment shed/garage. Bid needs to include the engineered metal equipment shed capable of meeting the required 60 pound per square foot snow load, delivery, and installation. No electricity or cement slab needed. This building will require the bidder to obtain a building permit through the Plumas County Building Department.

Contractor Responsibilities

- Register as a public works contractor with State Department of Industrial Relations
- Pay State prevailing wages
- Follow apprenticeship requirements as necessary
- Maintain and submit certified payroll records with State Department of Industrial Relations

Signature Page

To The Agricultural Purchasing Agent, Quincy, California. We have stated hereon the prices at which we will furnish and deliver the articles or services as specified above. Bids are good for one year, unless otherwise noted. Effective on the acceptance date by Plumas County.

Name & Address of BIDDER: (Please Print)

(Please include your Business Card)

Signature: _____ Title: _____

Telephone: _____

E-mail: _____

Date: _____

PROTESTS

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protest must be filed in writing with:

County of Plumas
Purchasing Agent/CAO
520 Main Street, Room 309
Quincy, CA 95971

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

1. The date action taken resulting in a protest, and
2. Identify the material issue, including a detailed explanation of the basis for the protest, and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

Attachment A – Standard Plumas County Services Agreement

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 **[Name of Department]** (hereinafter referred to as "County"), and _____, a _____ [Form of Entity, e.g., "a California corporation" or "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 _____ Dollars (\$______).
3. **Term.** The term of this agreement shall be from _____, 20__ through _____, 20__, unless terminated earlier as provided herein.

County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from [date of start of contract] to the date of approval of this Agreement by the Board of Supervisors. Ratification Language if needed

4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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:

[Name of Department]
County of Plumas
[Street address]
[City, state, zip]
Attention: [Name of contact person/official]

Contractor:

[Name]
[Street address]
[City, state, zip]
Attention: [Name of contact person/official]

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:

[Name], a [type of Entity]

By: _____

Name:

Title:

Date signed:

By: _____

Name:

Title:

Date signed:

COUNTY:

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

By: _____

Name:

Title:

Date signed:

By: _____

Name:

Title:

Date signed:

APPROVED AS TO FORM:

Deputy Plumas County Counsel

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

_____COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS_____

EXHIBIT B

Fee Schedule

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

Approved as to Form:

County Counsel

Date

Approval County Administrative Officer:

Debra Lucero

Date

Approval Board of Supervisors:

Date



**PLUMAS COUNTY
DISTRICT ATTORNEY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: David Hollister, District Attorney

MEETING DATE: February 21, 2023

SUBJECT: The District Attorney requests authorization at the District Attorney's discretion to schedule a District Attorney employee's workweek into four ten-hour days, with the agreement of the affected employee and consistent with Personnel Rule 8.05; discussion, direction to staff and/or possible action.

Recommendation

The District Attorney requests authorization for the District Attorney's discretion to schedule a District Attorney employee's workweek into four ten-hour days, with the agreement of the affected employee and consistent with Personnel Rule 8.05.

Background and Discussion

Background of the DA's Office

The District Attorney is the chief law enforcement officer of Plumas County, operating independently in its primary obligation of investigating and prosecuting crime. In 2021, the District Attorney's Office reviewed 943 cases making 5,130 court appearances (excluding juvenile cases). The District Attorney's Office has consistently brought value to the county. For example, the District Attorney returned to the county's general fund \$258,000 (\$152,000 of which was salary and benefits) during the fiscal year 2021-22. This savings, in large part, was created from the District Attorney assuming all prosecutorial responsibilities at his own expense. The Plumas County District Attorney's Office maintains an excellent reputation within the criminal justice system in the county, region and state. In vigorously, fairly and compassionately prosecuting crime the past twelve years, no conviction in a case prosecuted by the District Attorney's Office has been reversed on appeal. In addition to its traditional role as the county's prosecutor, the District Attorney's Office also maintains the award-winning Alternative Sentencing Program which administers the Drug and Mental Health courts – each saving Plumas County tens of thousands of dollars and, more importantly, countless lives.

Need to Flexibly Schedule

The DA's office has operated with flexible staffing since prior to the arrival of the current District Attorney, nearly twenty years ago. During this time the DA's office regularly maintained office hours from 7am to 6pm to meet its responsibilities.

The Plumas County District Attorney's office is staffed with hard-working public servants. In the face of a growing trend of "quiet quitters" who do as little as possible while taking as much as they can, the DA's office has met every challenge with a "can do" attitude. This long-held dedication to service of the public comes in spite of consistently difficult and stressful work. Virtually every case handled by the DA's office reflects the worst day in someone's life – whether it be the defendant or victim. Often the stress and frustration from a criminal prosecution is taken out by defendants (or victims) on DA staff. Further, many cases contain evidence of depravity to others reflected in photographs (for example) which are exceptionally distressing. In addition to this stressful and difficult subject matter, the District Attorney's office works on an exceptionally tight timeline, with action being required to be taken under the threat of dismissal, release of a defendant or sanction by the court.

In addition to the type of work being stressful, distressing and time-sensitive, it also pays at a very low rate. Consistently from 2012 until today, the DA's office has had staff who work a second job to make ends meet or have needed to be at home as child care was beyond their financial reach. The ability to flexibly schedule staff assists the individual staff member in securing the second job, thus making it possible to work at the DA's office.

Previous Board Support

Previously, the Plumas County Board of Supervisors has recognized, and approved, the ability of the District Attorney's office to flexibly staff its office dating back to 2003. Since 2003, the DA's office has hired and maintained staffing with flexible scheduling. This scheduling has been a topic of Board conversations, without objection, from 2003 to present.

Eliminating the Ability to Flexibly Schedule

Ending the long-held ability to flexibly schedule likely will result in litigation for the county and/or the departure of some of the remaining DA employees. As a flexible schedule has become standard practice within prosecutors' offices throughout the state, I suspect the two recently hired prosecutors (starting January 3, 2023) may leave without this option. At a time when staffing necessary county positions directly serving the public is already challenging, this change could cause further harm to the level of service provided.

Action:

Conclusion

I respectfully request the Board provide authorization for the District Attorney's discretion to schedule a District Attorney employee's workweek into four ten-hour days, with the agreement of the affected employee and consistent with Personnel Rule 8.05.

Attachments:

1. 4 10 Work Week 14 Feb 2023



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 • Quincy, California 95971

(530) 283-6303 • Fax (530) 283-6340

Date: **February 2, 2023**
To: **Plumas County Board of Supervisors**
From: **David Hollister, District Attorney**
Subject: **Request to Board Authorization for District Attorney Employees to Work Four-Day Workweek**

Recommendation:

- A. The District Attorney requests authorization for the District Attorney's discretion to schedule a District Attorney employee's workweek into four ten-hour days, with the agreement of the affected employee and consistent with Personnel Rule 8.05.

Background and Discussion

Background of the DA's Office

The District Attorney is the chief law enforcement officer of Plumas County, operating independently in its primary obligation of investigating and prosecuting crime. In 2021, the District Attorney's Office reviewed 943 cases making 5,130 court appearances (excluding juvenile cases). The District Attorney's Office has consistently brought value to the county. For example, the District Attorney returned to the county's general fund \$258,000 (\$152,000 of which was salary and benefits) during the fiscal year 2021-22. This savings, in large part, was created from the District Attorney assuming all prosecutorial responsibilities at his own expense. The Plumas County District Attorney's Office maintains an excellent reputation within the criminal justice system in the county, region and state. In vigorously, fairly and compassionately prosecuting crime the past twelve years, no conviction in a case prosecuted by the District Attorney's Office has been reversed on appeal. In addition to its traditional role as the county's prosecutor, the District Attorney's Office also maintains the award-winning Alternative Sentencing Program which administers the Drug and Mental Health courts – each saving Plumas County tens of thousands of dollars and, more importantly, countless lives.

Need to Flexibly Schedule

The DA's office has operated with flexible staffing since prior to the arrival of the current District Attorney, nearly twenty years ago. During this time the DA's office regularly maintained office hours from 7am to 6pm to meet its responsibilities.

The Plumas County District Attorney's office is staffed with hard-working public servants. In the face of a growing trend of "quiet quitters" who do as little as possible while taking as much as they can, the DA's office has met every challenge with a "can do" attitude. This long-held dedication to service of the public comes in spite of consistently difficult and stressful work. Virtually every case handled by the DA's office reflects the worst day in someone's life – whether it be the defendant or victim. Often the stress and frustration from a criminal prosecution is taken out by defendants (or victims) on DA staff. Further, many cases contain evidence of depravity to others reflected in photographs (for example) which are exceptionally distressing. In addition to this stressful and difficult subject matter, the District Attorney's office works on an exceptionally tight timeline, with action being required to be taken under the threat of dismissal, release of a defendant or sanction by the court.

In addition to the type of work being stressful, distressing and time-sensitive, it also pays at a very low rate. Consistently from 2012 until today, the DA's office has had staff who work a second job to make ends meet or have needed to be at home as child care was beyond their financial reach. The ability to flexibly schedule staff assists the individual staff member in securing the second job, thus making it possible to work at the DA's office.

Previous Board Support

Previously, the Plumas County Board of Supervisors has recognized, and approved, the ability of the District Attorney's office to flexibly staff its office dating back to 2003. Since 2003, the DA's office has hired and maintained staffing with flexible scheduling. This scheduling has been a topic of Board conversations, without objection, from 2003 to present.

Eliminating the Ability to Flexibly Schedule

Ending the long-held ability to flexibly schedule likely will result in litigation for the county and/or the departure of some of the remaining DA employees. As a flexible schedule has become standard practice within prosecutors' offices throughout the state, I suspect the two recently hired prosecutors (starting January 3, 2023) may leave without this option. At a time when staffing necessary county positions directly serving the public is already challenging, this change could cause further harm to the level of service provided.

Conclusion

I respectfully request the Board provide authorization for the District Attorney's discretion to schedule a District Attorney employee's workweek into four ten-hour days, with the agreement of the affected employee and consistent with Personnel Rule 8.05.



C O U N T Y A D M I N I S T R A T O R

DATE: February 6, 2023
 TO: Honorable Board of Supervisors
 FROM: Debra Lucero, County Administrative Officer

FINANCIAL

- **TOT REVENUE** – There is \$574,296 (as of September 2022) that is sitting in the Treasurer-Tax Collector's 3% fee fund in her budget. I have asked the Treasurer-Tax collector why these monies have not been moved over to the General Fund and what the issue is and she said, "Currently on the list to address." These funds do not represent the totality of TOT revenue, however, and will be updated at the Mid-Year Budget Review.
- **GRANICUS** – The first year of Host Compliance is complete (paid for by ARPA funds and requested by the Treasurer-Tax Collector). The cost was \$10,000 and is up for renewal. Below is a typical monthly report that is generated. I wasn't sure if the Board had ever seen this report or not so I asked to be added to the platform so I could view statistics. I plan to work with the Treasurer-Tax Collector to determine if this is a good expenditure and helpful to her staff. Tax collection services are also an option and more costly but it could free up her office to focus on other essential functions. I will report out on this once I know more about the costs and functionality.

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on February 2, 2023.

372

Properties in or near Plumas County, CA

336

Properties in or near Plumas County, CA with address identified

127

Compliant Short Term Rentals

202

Non-compliant properties

43

Properties with unknown compliance

117

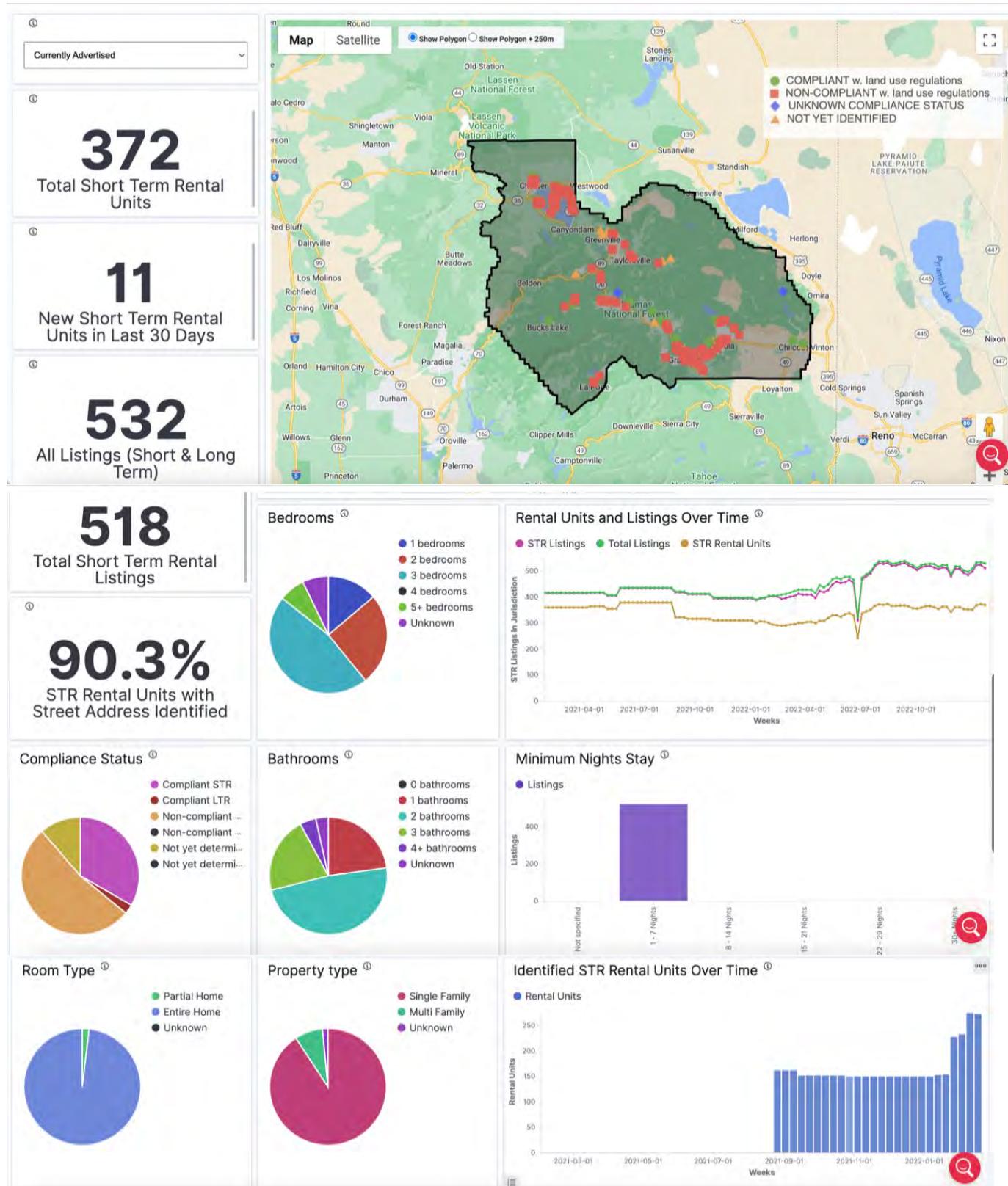
Properties that have received letters since first mailing

22

Properties that have received letters and are now compliant

95

Properties that have received letters but are still non-compliant



- **LACTF REVENUE** – \$3.7 million was received by the county January 17. An LACTF fund was set up. The Board chose to spend approximately \$710,000 on the increased health care costs for employees with an 85/15 split. We are utilizing approximately \$35,000 to increase security at the Planning/Building Department and to make the move of Human Resources and Risk Management over to the Old Probation Department. Plumas County will receive approximately \$7.4 million over the next two years. As directed by the Board, we're setting aside the majority of these funds annually for the purpose of assisting county employees with the cost of insurance. These funds could carry the county for 6-7 years (on the health insurance horizon) if appropriately allocated and health care costs stabilize.
- **TRINDEL INSURANCE PAYMENT** – I learned January 31, 2023 that \$1,761,762.54 from Trindel was sitting in the Auditor's account and had been there since June 30, 2022. Thanks to the Auditor-Controller for bringing this news forward. According to County Counsel, we need to determine what the full replacement cost for destroyed county structures is going to be. County Counsel was looking into this and has reached out to recommended companies for estimates prior to spending these funds on plans, permits, etc. Andrew Fischer from Trindel said, The check is to “... start the rebuild process on the structures, and the full replacement value will be paid for when complete.” We will continue to monitor this situation to determine the “full replacement value.” I would recommend the funds be placed in a Trindel Rebuild Fund and restricted for the rebuild process of county assets destroyed in the Dixie Fire.
- **BACKLOG OF INVOICES** - The county amassed a backlog of invoices to be paid when we lost our previous Auditor-Controller and second-in-command a year ago although it is my understanding that late invoices occurred prior to them leaving as well. This has caused fines and fees due to inaccurate or late reporting. Additionally, there was a cyber security attack in November 2021. The combination of the Dixie Fire and cyber attack had some real consequences for an already strapped county. We are trying to identify the system breakdowns and create internal policies and procedures to avoid such chaos in the future. While we are somewhat back on track, we continue to pay invoices late. The Auditor-Controller is aware and attempting to rectify this issue. I will report on how much the county pays in late fees and fines at a later date (once a trail audit is done to learn what this amount is – it could take some time to track down).
- **FAILURE TO RECONCILE CASH** - The county has failed to complete its cash reconciliations for at least two years due to our financial software never being properly set up on the Treasurer-Tax Collector side and the historic lack of communication and cooperation between the Treasurer's office and the Auditor-Controller's office (this is better now.) We are working with both departments and Munis to rectify this situation. We have the Munis Cash Management module but it is not being fully utilized by the untrained Treasurer-Tax Collector's staff. There is other software needed to make the office more efficient – a Treasury type module and a Cashiering Module. We are exploring the costs of these two additional modules and how they will integrate into our current set-up.
- **INSUFFICIENT AND UNTRAINED STAFF** - Our Auditor-Controller's Office is insufficiently staffed and trained. We will absolutely have to bring in outside expertise to get the current problems fixed (External Accountant Craig Goodman is a good start) and to set up systems to move into the future. This is a priority. We need to get our finances and financial structure in order. I have made inquiries into assistance from Napa, Marin and Lassen counties – all of which utilize Munis for various aspects of their operations. Additionally, we are losing yet another key employee out of the Auditor-Controller's office. He has the most knowledge of Munis so we are trying to download his knowledge and create training videos while we still have him here.
- **ADDITIONAL TRAINING IS NEEDED** – Nearly all county staff members dealing with finances need additional training on our financial software. Finance officers will receive this training at the new HR location. Topics are being developed and will start in the new fiscal year – July 1, 2023. We need to get through the Pentimation/Munis transition and the required audits prior to starting intensive training.
- **EXTERNAL ANNUAL AUDIT** – According to the Auditor-Controller, the external annual audit for Fiscal Year 21-22 will not be completed by the March 31, 2023 deadline. There is too much information missing and other critical factors are not in place, the Auditor-Controller has said. Some of it is on the Treasurer-Tax Collector side (interest apportionment) and some of it is on the Auditor-Controller's side. I would recommend putting this on the a future agenda as an informational item so the board can get a direct update from the Treasurer-Tax Collector and the issues in her office and from the Auditor-Controller to get a direct report about the issues in her office. A letter was sent by County Counsel to the previous Auditor-Controller requesting any information she may have.

- **LACK OF UPDATED FINANCIAL POLICIES AND PROCEDURES** - The county lacks updated financial policies and procedures. I am working with County Counsel to learn what is on the books and what may be needed.
- **MONTHLY TREASURER REPORTS NOT DONE SINCE APRIL 2022** – The Treasurer-Tax Collector is looking into this and I will report back to the board once I learn why this has occurred. It is required by law. It appears to be an annual audit finding going back to 2017 at least.
- **PLUMAS COUNTY HAS NO CURRENT ANNUAL INVESTMENT POLICY ADOPTED BY THE BOARD**
 - Also required by law. I am working with County Counsel and ultimately with the Treasurer-Tax Collector to get one. The last one adopted was in 2021.

According to County Counsel, the only request on the books from the Treasurer-Tax Collector is the following and it was never finalized by the Treasurer-Tax Collector (see below). Usually, the annual investment policy, would be adopted at the same time.

22-487 8/3/2022 Julie White Tax Collector Resolution renewing delegation of authority to treasurer to invest county funds and funds of other deposits
 JB 9/15/22: Josh has been working with Julie on this;
 9/19/22: email to JW from JB for fixes (no email was returned by the Treasurer-Tax Collector and no resolution exists).

- **INTEREST APPORTIONMENT ON INVESTMENTS** – This process occurred in 20-21 but must be recalculated according to the Treasurer-Tax Collector; the reasons for this are unclear. This will be an audit finding when our annual audit is complete. While a work-around had been created previously due to improper set-up and lack of Treasury software; apparently this was not employed for 20-21 and 21-22. It is something that needs more discussion. We need more transparency on why this is occurring.
- **MUNIS** - We are working with an outside consultant and Tyler (Munis's parent company) to identify and correct improper set-up of Munis and other accounting issues. A recent training with Munis on the Cash Reconciliation revealed problems with our Balance Sheet Summaries and Due to's and Due From's which is crippling our system. We do not yet know if we must go back and correct this from July 1, 2019 when we started with Munis or if we can pick a starting date, i.e., July 1, 2022 and move forward. I will update the Board once we know.
- **LOSS OF INSTITUTIONAL KNOWLEDGE** - Losing 15 department heads since 2019 has been another blow to Plumas County. The amount of training and knowledge drain is an enormous strain on the county and has contributed to lax methods and procedures throughout the organization that affect finances, personnel policies and procedures, and more. We are working to identify these and will bring policies forward to correct such things as needed. An example of this is the deferred holiday practice that evolved under a lack of enforcement and following existing policy. This policy will come forward at a future Board meeting.
- **PROPERTY TAXES** - Estimated loss of \$500,000 annually due to the loss of homes and property tax. Plumas County is scheduled for backfill of these taxes for 2021-22 and 2022-23 but has yet to realize any of that backfill. I am in touch with the CA Dept. of Finance on this issue and have been assured that it is allocated and forthcoming as reported earlier to the Board.
- **DEFERRED MAINTENANCE** - Deferred maintenance of the 101-year-old County Courthouse building. We literally have buckets hanging in the corners of our buildings to handle any overload of water on the roof and into the internal drainage system. We have half of a fourth floor that is being taken over by wasps and flies. It's been recommended by Facility Services that trees which overhang the courthouse need to be trimmed below the rooftop to avoid having leaves clogging the delicate drainage system. JD is working on a quote to trim the trees. I would suggest utilizing some of the LACTF funding to accomplish this task – to quote an old adage: "An ounce of prevention is worth a pound of cure."
- **BUDGET** – We will begin budget discussions with the departments the last week of February and the first week of March. Mid-Year Budget Review is scheduled for the March 7, 2023 Board meeting.

MUNIS HR/PAYROLL/MIGRATION FROM PENTIMATION

- IT projects it will run its first payroll parallel in February to determine what needs to be fixed or addressed in the system. There are still many unfinished tasks that need to be completed to make this an error-free process. Reports will be given at each BOS meeting as requested.

GRANT MANAGER

- **COMMUNITY RESILIENCE CENTER** project for Indian Valley with Dixie Fire Collaborative Looking into funding possibilities:
 - California Department of Food & Agriculture: <https://www.cdfa.ca.gov/FairsAndExpositions/fcrp/>
 - California Strategic Growth Council: <https://sgc.ca.gov/programs/community-resilience-centers/>
 - Initial meeting with potential partners is set for February 7
- **BROADBAND** discussions continue to occur and we are working with Golden State Financing Authority to secure a company to create a Plumas County Broadband Strategic Plan. A \$25,000 funding request (covered by ARPA funds) will get us a \$125,000 study for the county. This request was on the Feb. 7, 2023 agenda.
- **ELECTRIC VEHICLE (EV)** opportunities and planning, ordinance creation being explored. We've had meetings with RCRC, State representatives, and are looking to private providers as well.
- **GRANT MANAGEMENT** - Had discussions with Facility Services who currently manage the Sierra Buttes Trail Stewardship grants. We are looking to bring management of these grants under the CAO's office to free up Facility Services time and possibly leverage other grant concepts.
- **NEWSLETTER** – Created a newsletter form for departments to upload information monthly into a portal to create an agency-wide digital newsletter. Still working on getting information.
- **ENERGY GRANTS** – Met with Bob Burris with RCRC to discuss energy grants for micro grids, solar and other possibilities. RCRC is in contract with infrastructure grant specialists Harris & Associates. We are looking for specific projects and want to write a grant with Harris & Associates to pull down some of the federal and state funding. This would go along nicely with the Energy Assessment we are doing with Engie.

OTHER NEWS/ACTIVITIES

- **HIRING EVENT** - Plumas County Hiring Event being organized by the Clerk-Recorder's Office and several other departments to take place on a Saturday at the Fairgrounds – perhaps in the Spring. This is not to be confused with a job fair but an actual hiring event with a private area to set up on-site interviews. The plan is to work with Alliance for Workforce Development and to advertise via social media, Feather River College, Lassen College, the high schools and their job fairs, etc.
- **LETTERS** – 1) Comments on PG&E Rate Increases; 2) Letter of Support for Golden State Finance Authority's Rural Grant Acceleration Program application to the Community Economic Resilience Fund (CERF) Economic Development Pilot program.
- **MASS SHELTERING TRAINING** – Pamella Courtright is arranging this for Spring.
- **PURCHASING, AUCTIONING OF SURPLUS GOODS** - I met with Public Works to talk about Sourcewell and purchasing within the county. We also discussed the auctioning of surplus equipment, cars, trucks, etc. I would like to identify the local vendors we use to see if we can negotiate a single contract with them vs. 20 different department contracts. This will cut down on contracts and administrative time and possibly get better pricing. An example would be Les Schwab Tires. It's my understanding that many departments have different contracts with the Quincy Les Schwab Tires; do we need 10 different contracts?

Or obtaining paper. Perhaps we could go through our local Stationers store – Departments could still order what they need but the county would purchase an overall allotment of recycled paper (certain % of recycled materials now

required by the State). We are going to do a survey of department heads to learn how much paper is being purchased and the top 5-10 commodities needed.

For large purchases, departments should be encouraged to go through Sourcewell. Public Works has Plumas County set up on their system and it's a savings of 33% or more on things like snow plows, trucks and even something as small as paper. We'd like to give our local businesses the money if possible, however, and if they are competitive in their pricing.

I am also looking at setting up an overall Amazon account and analyzing our CalCard expenditures.

- **REORGANIZATION OF DEPARTMENTS DISCUSSION** – I have met with Behavioral Health, Public Health, Environmental Health and Social Services regarding the establishment of a Health & Human Services overall agency instead of four separate departments. All are favorable toward the idea. State funding is moving toward this concept and there is more and more crossover between these departments in terms of revenue streams and service to citizens. Importantly, consolidation would create diverse job potential and upward mobility within a single large department for employees. It would also accomplish cross-training goals and eliminate the silos that naturally crop up between departments. This type of move would occur gradually over the next year with the board's approval. We need to get a plan together on what the organizational structure would look like, job classifications that would need to be examined, etc., but wanted to get this on the board's radar.
- **CO-HABITATION WITH GREENVILLE RANCHERIA** – We are in discussions to co-locate our Behavioral Health activities with Greenville Rancheria's plans to rebuild their facilities. This is very positive as BH has leasing funds but not purchasing power. It would also provide more cohesive care in Greenville.
- **FEATHER RIVER COLLEGE** has some great workforce development programs. Read more about it here in case you missed it in the Plumas News. I am very encouraged by this report:
<https://www.plumasnews.com/whats-new-at-frc-the-2022-year-in-review/>
- **NACo RESILIENT COUNTIES ADVISORY BOARD PRESENTATION** - [Rebuild by Design](#). **Rebuild by Design** is a nonprofit organization focused on developing tools and resources to support communities address large-scale and complex challenges, such as mass migrations, climate change, economic development, etc. The report that was created is very interesting so I've attached it here. It's a large report but goes county by county nationally. It is BEFORE the Dixie Fire, however, but is the first report of its kind in the nation.
<https://rebuildbydesign.org/wp-content/uploads/2022/12/ATLAS-OF-DISASTER.pdf>
- **SHERIFF'S DEPARTMENT EXIT INTERVIEWS REQUESTED** – I requested exit interviews on January 30, 2023 for any and all Sheriff's employees for the FY21-22 and to date but have not received anything. I will keep the board updated on this request. I have also requested the same thing from Human Resources.
- **GREENVILLE TRAILERS** – We are working toward a solution on the trailers. It doesn't appear that any nonprofit wants to take over the management/landlord portion of this arrangement so other options are being explored. We will donate the trailers to any nonprofit or government agency once they are vacated.
- **PLUMAS COUNTY TRANSPORTATION PROJECTS** - The [California Transportation Commission](#) (CTC) allocated over \$988 million to repair and improve transportation infrastructure throughout the state. This funding includes more than \$450 million from the federal Infrastructure Investment and Jobs Act of 2021 (IIJA) and more than \$250 million from Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017.
- District 2 Projects the CTC approved include:

Feather River Inn Intersection Project (Near Blairsden, from 0.4 mile east of Little Bear Road to 0.4 mile west of Route 89): New roadway construction to Route 70, drainage work, and striping.

Cromberg Rehab Project (In and near Cromberg and Portola, from Gill Ranch Road to 0.2 mile west of Big Grizzly Creek Bridge): Rehabilitate roadway, repair and replace culverts, upgrade guardrail, upgrade bridge railing at Humbug Creek Bridge, and make pedestrian facilities Americans with Disabilities Act (ADA)

compliant. The project will also improve safety and ride quality. **This project includes \$95.7M in IIJA funding.**