



Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Greg Hagwood, Chair, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

OCTOBER 3, 2023 TO BE HELD AT 10:00 AM

520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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. DISASTER RECOVERY OPERATIONS

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

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

C. US FOREST SERVICE - US FOREST SERVICE

Report and update.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

2. CONSENT AGENDA

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

A. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in September of 2023, as submitted. [View Item](#)

B. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the annual Sparkle event, scheduled for Friday, December 1, 2023 from 5:00 - 8:00 p.m. [View Item](#)
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State Elevator Company; effective at execution; not to exceed \$46,332.97; (General Fund Impact) emergency repair previously approved by the Board of Supervisors in May 2023; approved as to form by County Counsel. [View Item](#)

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Department of Public Health to recruit and fill, funded and allocated, vacant one (1.0) FTE Licensed Vocational Nurse (LVN) I/II OR Registered Nurse (RN) I/II position OR Public Health Nurse I/II/III; vacancy due to resignation; (No General Fund Impact). [View Item](#)
- 2) Approve and authorize the Department of Public Health to recruit and fill, funded and allocated, one (1) Extra-Help driver position for the Senior Services program in the Quincy division; vacancy due to resignation; (No General Fund Impact). [View Item](#)
- 3) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Public Health Agency and Quincy Parent Cooperative Organization for a 20,000 Lives Health Equity Mini-Grant project Library Books for Reluctant/Struggling Readers; effective March 1, 2023; not to exceed \$2,000.00; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

D. PLUMAS COUNTY LIBRARY

- 1) Approve and authorize Plumas County Library to recruit and fill, funded and allocated, vacant one (1) Extra Help Literacy Program Assistant position for the Chester Branch; (General Fund Impact). [View Item](#)

E. BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health for an acute psychiatric hospital, offering mental health and stabilization services; effective March 1, 2023; not to exceed \$120,000; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Healthcare for an acute psychiatric hospital, offering mental health and stabilization services; effective March 1, 2023; not to exceed \$100,000; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

F. PROBATION

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation Department and Berry Enterprises, Inc, doing business in California as Sierra Electronics for automotive component installation services; effective September 20, 2023; not to exceed \$4,000.00; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation Department and Environmental Alternatives, dba EA Family Services to provide housing to Probation clients; effective August 25, 2023; not to exceed \$126,000.00; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

G. PUBLIC WORKS

- 1) Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacant One (1) FTE Road Maintenance Lead Worker position in the Quincy Maintenance District; (No General Fund Impact). [View Item](#)

H. SOLID WASTE

- 1) Approve and authorize Chair to sign an amendment to agreement between Plumas County and Vestra Resources, Inc. increasing compensation and amending Exhibits A, B & C; effective at execution; not to exceed \$97,900.00; (No General Fund Impact); approved as to form by County Counsel. [View Item](#)

I. PLANNING

- 1) Acceptance of Notice of Partial Nonrenewal Land Conservation Contract Agricultural Preserve No. 43 (J.M. Matley, et al) and Acceptance of Notice of Nonrenewal Land Conservation Contract Agricultural Preserve No. 54 (Eugene A. & Evelyn G. Rowland) due to acquisition of properties by United States Department of Agriculture Forest Service. [View Item](#)

J. AUDITOR-CONTROLLER

- 1) Approve and authorize the Department of the Auditor-Controller to recruit and fill, funded and allocated, vacant one (1.0) FTE Fiscal and Technical Services Assistant I/II/III; (General Fund Impact). [View Item](#)

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

- 1) BCSA is requesting LATCF funds to use for the sewer lift station pump replacement; discussion and possible action. [View Item](#)
- 2) Approve and authorize BCSA to pay Plumas Sanitation a non-contract invoice in the amount of \$8,350.00 to pump the wet well; and Jet Plumbing a non-contract invoice in the amount of \$2,467.17 to troubleshoot the pump and physically remove debris; (No General Fund Impact); discussion and possible action. [View Item](#)

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

4. PLUMAS COUNTY FIRE SAFE COUNCIL

- A. Approve and authorize Plumas County Fire Safe Council's proposed updates to the Wildland Urban Interface (WUI) Boundaries and, in effect, formally update the map as an appendix of the Plumas County Communities Wildfire Protection Plan (CWPP); as previously presented at the September 19, 2023 Board of Supervisors meeting; discussion and possible action. [View Item](#)

5. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Department and DeMartile Automotive Inc. to provide vehicle repair and maintenance for Sheriff's Office vehicles; effective October 1, 2023; not to exceed \$40,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Frank's Garage LLC for vehicle maintenance and repair; effective September 15, 2023; not to exceed \$60,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action. [View Item](#)

B. FACILITY SERVICES & AIRPORTS - JD Moore

- 1) Approve and authorize the Director of Facility Services & Airports to begin contract negotiations with Brandley Engineering for Airport consulting services; recommendation of award; discussion and possible action. [View Item](#)
- 2) Adopt **RESOLUTION** of the Plumas County Board of Supervisors authorizing the Director of Airports or County Administrative Officer to (1) Submit pre-applications and applications for Airport Improvement Program (AIP) grants, (2) Accept AIP grant funds, and (3) Execute AIP grant agreements; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

C. PLUMAS COUNTY LIBRARY - Lindsay Fuchs

- 1) Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number CLLS 23-61; in the amount of \$28,500.00; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

D. BEHAVIORAL HEALTH -

- 1) Adopt **RESOLUTION** to authorize the Director of Behavioral Health to Ratify and sign agreement with Nevada County Department of Behavioral Health for after-hours telephone services; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

E. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt **RESOLUTION** appointing John Cunningham, retired annuitant, as the Interim Director of Building Services for Building Department Government Code Section 21221(h); (General Fund Impact); discussion and possible action. **Roll call vote** [View Item](#)
- 2) Adopt **RESOLUTION** Ratifying the Memorandum of Understanding Between the County of Plumas and the Bargaining Unit of General Unit Represented by Operating Engineers Local #3; and Adopt **RESOLUTION** Ratifying the Memorandum of Understanding Between the County of Plumas and the Bargaining Unit of Management & Supervisors Unit Represented by Operating Engineers Local #3; some positions within these units have a General Fund Impact and others do not; discussion and possible action. **Roll call vote** [View Item](#)

6. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

7. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Greg Ramelli to the Museum Board, to serve until December 2023; discussion and possible action. [View Item](#)

B. CORRESPONDENCE

C. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. **Time Certain 1:00 p.m.** Personnel: Public employee appointment or employment - Clerk of the Board of Supervisors
- B. 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
- C. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020- 00283112
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

9. ADJOURNMENT

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



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: October 3, 2023

SUBJECT: Approve the Meeting Minutes for all meetings held in September of 2023, as submitted.

Recommendation:

Approve the attached Board of Supervisors Meeting Minutes for Meeting minutes for the month of September 2023 as submitted.

Background and Discussion:

Action:

. The Clerk of the Board respectfully requests that the Board of Supervisors approve the attached Board of Supervisors Meeting Minutes for all Meeting Minutes for the month of September 2023, as submitted.

Fiscal Impact:

N/A

Attachments:

1. Minutes 09-05-2023
2. Minutes 09-12-2023
3. Minutes 09-19-2023



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON SEPTEMBER 5, 2023

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

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Public Comment Opportunity/Written Comment

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CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Chair Hagwood led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor McGowan has requested that Item 2.D.2. be moved to departmental matters for discussion.

PUBLIC COMMENT OPPORTUNITY

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Linda L. - camping ordinance

William R. - concerns re: PCSO staffing and public safety

Cheryl - Dame Shirley Plaza

Debbie H. - Dame Shirley Plaza and meeting with the Judicial Council

Susan H. - concerns re: PCSO staffing and public safety

unknown - County's Mission Statement, County's 5 year plan; PCSO military vehicles

Katelyn J. - concerns re: PCSO staffing and public safety

Meryl R. - Behavioral/Mental Health services

Kevin - concerns re: PCSO staffing and public safety

Amy C. - Dame Shirley Plaza

Zoom: Mark L. - concerns re: PCSO staffing and public safety; Klytia D. - concerns re: PCSO staffing and public safety, Board actions

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sharon Sousa - Suicide Prevention Awareness Month, Chester Wellness Center is now open M-F 9-5, office hours now available in Greenville

Todd Johns - PCSO's modified schedule started last week and it has been challenging, possibly losing more staff

Dana Krinsky/Dr. Satterfield - COVID update and difference between the Flu and COVID

ACTION AGENDA**1. UPDATES AND REPORTS****A. DISASTER RECOVERY OPERATIONS**

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

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Clint Koble spoke on Items 1.A. and 1.B. re: Greenville wi-fi and moving into phase 2.

C. US FOREST SERVICE - US FOREST SERVICE

Report and update.

No report given.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

Greg Ellingson - nothing new to report, currently in the process of scheduling multiple trainings

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

A. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health and Lassen County Public Health to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed \$12,260.00; (No General Fund Impact); approved as to form by County Counsel.
- 2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Lassen County Public Health to provide services related to the Ryan White Part B Program for FY 2023-2024; effective April 1, 2023; not to exceed \$10,889.00; (No General Fund Impact); approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health and the County of Shasta to assist Plumas County in meeting their epidemiological requirements for the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Emergency Preparedness grant; effective July 1, 2023 through June 30, 2026; not to exceed \$14,698.35; (No General Fund Impact); approved as to form by County Counsel.
- 4) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Public Health and Fiscal Experts, Inc., to provide Time Study Buddy software for the Medi-Cal Administrative Program; effective July 1, 2023; not to exceed \$5,000.00; (No General Fund Impact); approved as to form by County Counsel.
- 5) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health

and The Regents of the University of California to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed \$10,400.00; (No General Fund Impact); approved as to form by County Counsel.

- 6) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Redding Critical Care Medical Group to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed \$7,200.00, (No General Fund Impact); approved as to form by County Counsel.
- 7) Approve and authorize Plumas County Public Health to recruit and fill, funded and allocated, vacant one (1) FTE Office Supervisor position; vacancy due to resignation; effective August 23, 2023 (No General Fund Impact).
- 8) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health and Plumas County Office of Education for activities related to the SNAP-Ed Program for Fiscal Year 2023-2024; effective October 1, 2023; not to exceed \$10,000.00; (No General Fund Impact); approved as to form by County Counsel.
- 9) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Public Health and Plumas County Facility Services to maintain and upkeep the Alternant Care Site generator; effective July 1, 2023; not to exceed \$2,000.00; (No General Fund Impact); approved as to form by County Counsel.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and Doctor of Osteopathic Medicine, Joseph Schad to provide assistance to clinical staff and Medication Assisted Treatment to patients when needed; effective July 1, 2023; not to exceed \$40,000.00; (No General Fund Impact); approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health Department and Granite Wellness Centers residential facility to treat substance-use disorder clients; effective July 1, 2023; not to exceed \$100,000.00; (No General Fund Impact); approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aegis Treatment Centers to provide Narcotic Replacement Therapy services, counseling programs and conduct face to face individual and group consultations; effective July 1, 2023 through June 30, 2027; not to exceed \$40,000.00 per FY, \$160,000.00 total; (No General Fund Impact); approved as to form by County Counsel.
- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Reno Behavioral Healthcare Hospital to provide therapeutic mental health and chemical dependency services; effective July 1, 2023; not to exceed \$100,000.00; (No General Fund Impact); approved as to form by County Counsel.

C. DEPUTY CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in August of 2023, as submitted.

D. FACILITY SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Frasure & Son Carpet Cleaning for custodial services and rental management services for county facilities in Portola; effective October 1, 2023; not to exceed \$31,400.00; (General Fund Impact); approved as to form by County Counsel.
- 2) Approve and authorize Board Chair to sign agreement between Facility Services and KJ's Cleaning Service for custodial services and rental management services for county facilities in Chester; effective October 1, 2023; not to exceed \$40,730.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

This item was removed from the consent agenda and put onto departmental matters for discussion.

Motion: Approve and authorize Board Chair to sign agreement between Facility Services and KJ's Cleaning Service for custodial services and rental management services for county facilities in Chester; **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

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

- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and Environmental Systems, Inc. (ESI) for software that operates the HVAC system for county facilities and the county's swipe card security system for the Courthouse and Courthouse Annex; effective July 1, 2023; not to exceed \$1,290.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

E. PUBLIC WORKS

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Bob's Janitorial for janitorial services at the Public Works Headquarters Building; effective July 1, 2023; not to exceed \$23,400.00; (General Fund Impact) as approved in FY23/24 budget.

F. PLANNING & BUILDING SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Planning & Building Services and Smile Business Products, Inc. for the lease and maintenance of two copiers; effective September 1, 2023 through November 30, 2026; not to exceed \$50,000.00; (General Fund Impact); approved as to form by County Counsel.

G. PROBATION

- 1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and Shasta Treatment Associates to provide a Sex Offender Management Program for juveniles and adults; effective July 1, 2023; not to exceed \$8,000.00; (No General Fund Impact); approved as to form by County Counsel.
- 2) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and Redwood Toxicology, Inc. to perform drug testing services for Probation clients; effective July 1, 2023; not to exceed \$70,000.00; (General Fund Impact, \$14,600.00 with remainder funded through grants); approved as to form by County Counsel.
- 3) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and the County of Shasta for use of their Juvenile Rehabilitation Facility; effective July 1, 2023; not to exceed \$150,000.00; (General Fund Impact, only while juvenile is awaiting a court hearing with remainder funded through grants); approved as to form by County Counsel.
- 4) Approve and authorize Plumas County Probation Department to recruit and fill, funded and allocated, vacant one (1) FTE Deputy Probation Officer I/II position; vacancy due to resignation; effective July 26, 2023; (No General Fund Impact).

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

- 1) Approve and authorize Beckwourth CSA Manager to pay Plumas Sanitation a non-contract payment in the amount of \$6,750.00 for pumping the wet well to keep it from overflowing and to pay Jet Plumbing a non-contract payment in the amount of \$2,907.07 for troubleshooting the pump and clearing the obstruction from the pump; (No General Fund Impact); discussion and possible action.

Motion: Approve and authorize Beckwourth CSA Manager to pay Plumas Sanitation a non-contract payment in the amount of \$6,750.00 for pumping the wet well to keep it from overflowing and to pay Jet Plumbing a non-contract payment in the amount of \$2,907.07 for troubleshooting the pump and clearing the obstruction from the pump, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

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

RECONVENE AS THE BOARD OF SUPERVISORS

C. CONVENE AS THE WALKER RANCH COMMUNITY SERVICES DISTRICT

- 1) Approve and authorize Chair to sign an agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc. to install water & sewer laterals; effective September 5, 2023; not to exceed \$96,900.00; (No General Fund Impact); approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign an agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc. to install water & sewer laterals, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

D. ADJOURN AS THE WALKER RANCH COMMUNITY SERVICES DISTRICT

4. DEPARTMENTAL MATTERS

A. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Adopt **RESOLUTION** to accept contract Agreement Number 23-30098 for the State of California Department of Health Care Services (DHCS) Drug Medi-Cal Treatment Program Substance Use Disorder Services; and authorize the County Behavioral Health Director to sign any documents pertaining to this agreement; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8838** to accept contract Agreement Number 23-30098 for the State of California Department of Health Care Services (DHCS) Drug Medi-Cal Treatment Program Substance Use Disorder Services; and authorize the County Behavioral Health Director to sign any documents pertaining to this agreement. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

- 2) Approve and authorize Plumas County Behavioral Health to pay Traditions Behavioral Health a non-contract invoice in the amount of \$525.00 for mental health specialty doctor services; (No General Fund Impact); discussion and possible action.

Motion: Approve and authorize Plumas County Behavioral Health to pay Traditions Behavioral Health a non-contract invoice in the amount of \$525.00 for mental health specialty doctor services; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

- 3) Approve and authorize Plumas County Behavioral Health to pay SIYAN Clinical Corporation a non-contract invoice in the amount of \$780.00 for mental health doctor fees for specialty services; (No General Fund Impact); discussion and possible action.

Motion: Approve and authorize Plumas County Behavioral Health to pay SIYAN Clinical Corporation a non-contract invoice in the amount of \$780.00 for mental health doctor fees for specialty services; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

- 4) Approve and authorize Plumas County Behavioral Health to pay Comprehensive Solutions a non-contract invoice in the amount of \$859.00 for specialty mental health services for a youth who has experienced repeated psychiatric hospitalizations and who has required a higher level of care than what our outpatient clinic could provide; (No General Fund Impact); discussion and possible action.

Motion: Approve and authorize Plumas County Behavioral Health to pay Comprehensive Solutions a non-contract invoice in the amount of \$859.00 for specialty mental health services for a youth who has experienced repeated psychiatric hospitalizations and who has required a higher level of care than what our outpatient clinic could provide; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

B. PUBLIC HEALTH AGENCY - Dana Krinsky

- 1) Approve budget transfers for all accounts to be balanced for Fiscal Year 22/23: Budget transfer in Department (20830) Senior Nutrition of \$29,860 from Retirement (51080) to Accounts (51020-51110); Budget transfer in Department (20480) Senior Transportation of \$55,000.00 from Regular wages (51000) and of \$22,236.00 from Retirement (51080) to Accounts (51060-51070) to cover costs that exceeded expectation in 22/23 Budget; approved by the Auditor; discussion and possible action. **Four/Fifths Roll call vote**

Motion: Approve budget transfers for all accounts to be balanced for Fiscal Year 22/23: Budget transfer in Department (20830) Senior Nutrition of \$29,860 from Retirement (51080) to Accounts (51020-51110); Budget transfer in Department (20480) Senior Transportation of \$55,000.00 from Regular wages (51000) and of \$22,236.00 from Retirement (51080) to Accounts (51060-51070) to cover costs that exceeded expectation in 22/23 Budget; **Four/Fifths Roll call vote, Action:**

Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

- 2) Approve budget transfers for all accounts to be balanced for Fiscal Year 22/23: Budget transfer in Department (70560) Public Health of \$98,496.00 from Regular wages (51000) to OPEB liability (51081) and Unemployment Insurance (51070) and Compensation (51110); Budget transfer in Department (70561) Public Health of \$2,337.00 from Retirement (51080) to Overtime (51060) and Group Insurance (51090) and Unemployment (51070); Budget transfer in Department (70566) Public Health of \$1,918.00 from retirement (51080) to Overtime (51060) and Group Insurance (51090) and Unemployment (51070); Budget transfer in Department (70559) Public Health of \$212.00 from Retirement (51080) to Unemployment (51070) and OPEB Liability (51081) to cover costs that exceeded expectation in FY 2022-2023 Budget; approved by the Auditor; discussion possible action. **Four/Fifths Roll call vote**

Motion: Approve budget transfers for all accounts to be balanced for Fiscal Year 22/23: Budget transfer in Department (70560) Public Health of \$98,496.00 from Regular wages (51000) to OPEB liability (51081) and Unemployment Insurance (51070) and Compensation (51110); Budget transfer in Department (70561) Public Health of \$2,337.00 from Retirement (51080) to Overtime (51060) and Group Insurance (51090) and Unemployment (51070); Budget transfer in Department (70566)

Public Health of \$1,918.00 from retirement (51080) to Overtime (51060) and Group Insurance (51090) and Unemployment (51070); Budget transfer in Department (70559) Public Health of \$212.00 from Retirement (51080) to Unemployment (51070) and OPEB Liability (51081) to cover costs that exceeded expectation in FY 2022-2023 Budget. **Four/Fifths Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan. **Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4). **Yes:** Supervisor - District 4 Hagwood, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

C. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize the fixed asset purchase of two (2) unmarked law enforcement vehicles; not to exceed \$140,000.00 from fund 70331-541500; (No General Fund Impact) use of Sheriff's AB443 funds; discussion and possible action. **Four/Fifths Roll call vote.**

Motion: Approve and authorize the fixed asset purchase of two (2) unmarked law enforcement vehicles; not to exceed \$140,000.00 from fund 70331-541500; (No General Fund Impact) use of Sheriff's AB443 funds. **Four/Fifths Roll call vote., Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

- 2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and NEOGOV/PowerDMS for Powertime, PowerFTO, Power Training and Power Policy software services for scheduling and training subscription; effective October 1, 2023; not to exceed \$40,000.00; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and NEOGOV/PowerDMS for Powertime, PowerFTO, Power Training and Power Policy software services for scheduling and training subscription. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

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

- 3) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Plumas-Sierra Telecommunications (PST) which will allow PST to connect to users at the county-owned communication site located on Radio Hill and provide PST with the ability to offer fiber-optic connectivity to its tenants and prospective tenants; effective September 5, 2023; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: Bring item back for Board of Supervisors Meeting on September 19, 2023 after County Counsel's Office review. **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

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

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

D. AUDITOR-CONTROLLER - Martee Nieman (Graham)

- 1) Approve and authorize Chair to sign a Third Amendment to the agreement between Plumas County Auditor-Controller and Tyler Technologies, Inc. for the redesign of the Chart of Accounts; effective September 5, 2023; for an additional amount not to exceed \$40,000; (General Fund Impact); approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign a Third Amendment to the agreement between Plumas County Auditor-Controller and Tyler Technologies, Inc. for the redesign of the Chart of Accounts; effective September 5, 2023; for an additional amount not to exceed \$40,000. **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel. **Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4). **Yes:** Supervisor - District 4 Hagwood, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

E. HUMAN RESOURCES - Nancy Selvage

- 1) Adopt **RESOLUTION** ratifying the Memorandum of Understanding Between the County of Plumas and the Plumas County Confidential Employees Association; (General Fund Impact); discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8839**](#) ratifying the Memorandum of Understanding Between the County of Plumas and the Plumas County Confidential Employees Association. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

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

- 2) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between The County of Plumas and the Probation Association and the Mid-Management Association; (General Fund Impact); discussion and possible action. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8840**](#) ratifying the Memorandum of Understanding between The County of Plumas and the Probation Association and the Mid-Management Association. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

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

F. INFORMATION TECHNOLOGY

- 1) Approve and authorize Plumas County Information Technology to pay Faronics a non-contract invoice in the amount of \$2,457.00; (General Fund Impact) as approved in the FY23/24 budget; discussion and possible action.

Motion: Approve and authorize Plumas County Information Technology to pay Faronics a non-contract invoice in the amount of \$2,457.00. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

Debra Lucero will have a report next week, September 12, 2023.

6. BOARD OF SUPERVISORS

A. APPOINTMENTS

No appointments.

B. CORRESPONDENCE

Supervisors did not receive any correspondence.

C. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Supervisors had nothing to report.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy

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 courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola

- 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: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- G. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- H. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (4 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported that there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourn meeting to Tuesday, September 12, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

Adjourned meeting to Tuesday, September 12, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON SEPTEMBER 12, 2023

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlVZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Supervisor Ceresola led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor Goss has requested that Item 5.E.2. be moved to the September 19, 2023 meeting.

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.

George T. - offered prayer.

Michael B. - PCSO staffing issues and provided statistics on crisis in all CA Sheriff's Offices.

Susan Y. - code enforcement and the dilapidated trailer park on Bell Lane.

Susan H. - PCSO staffing issues and community working together to a common goal.

Robyn - PCSO staffing issues, Dame Shirley Plaza, Social Services wages, attracting younger people to move to Plumas County and childcare difficulties.

Deb H. - Chinese Cemetery, meeting re: new courthouse, PCSO staffing issues and thanked the Board.

Shelly H. - new courthouse location.

Dan K. - PCSO staffing issues/public safety, working together with accountability and the Wagner/Jail issues.

Zoom: Lori H. - Board conduct during meetings and responses, PCSO staffing issues; Josh H. - support of Plumas Sun, climate catastrophe and land and wildlife preservation; Lindsay S. PCSO staffing issues, County funding through federal and state

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Johns - welcomes supervisor's comments, comments on Human Resources' announcement, Department Head/Elected wage increases, low wage statistics, PCSO survey, vacant positions
District Attorney Hollister - per diem policy, public safety, need to fix wages now, challenging environment to work in

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

Report given by Laura Wheeler from [Indian Valley Innovation Hub](#); PG&E reported on construction/traffic control, putting Greenville on a power grid, increasing water flows in rivers

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Report given by Sue Webber, requesting County to be transparent re: fire settlements/payments, spoke re: infrastructure and broadband.

C. US FOREST SERVICE - US FOREST SERVICE

Report and update.

No report given.

D. MUNIS HR/PAYROLL MODULE UPDATE

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

No report given.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

A. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the annual Safe Trick-or-Treat event, scheduled for Tuesday, October 31, 2023 from 3:00 - 5:30 p.m.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Heat Transfer Systems for inspection, service, and repair of the county's HVAC systems on an as-needed basis; effective October 1, 2023; not to exceed \$12,000.00; (General Fund Impact if services are required); approved as to form by County Counsel.

B. PUBLIC WORKS

- 1) Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacant One (1.0) FTE Road Maintenance Supervisor in the Quincy Maintenance District; vacancy due to retirement; (No General Fund Impact).

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Department of Public Health to recruit and fill, funded and allocated, vacant one (1.0) FTE Licensed Vocational Nurse (LVN) I/II OR Registered Nurse (RN) I/II position;

vacancy due to resignation; (No General Fund Impact).

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health and Feather River Community College District, the Public Health Agency Clinic will provide health services to Feather River College students; effective July 1, 2023; not to exceed \$15,000.00; (No General Fund Impact); approved as to form by County Counsel.

D. PLANNING

- 1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas authorizing application for, and receipt of, Local Government Regional Early Action Planning Grant Program (REAP) Funds; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8841**](#) of the Board of Supervisors of the County of Plumas authorizing application for, and receipt of, Local Government Regional Early Action Planning Grant Program (REAP) Funds. **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

E. BOARD OF SUPERVISORS

- 1) Approve and authorize the chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Sparkle and Light Parade, Friday, December 1, 2023.

3. DEPARTMENTAL MATTERS

A. PROBATION - Keevin Allred

- 1) Approve and accept the Executive Committee of the Community Corrections Partnership's (CCP) recommendation for the Public Safety Realignment Budget; in the amount of \$1,295,412.21 for FY23/24; (No General Fund Impact).

Motion: Approve and accept the Executive Committee of the Community Corrections Partnership's (CCP) recommendation for the Public Safety Realignment Budget; in the amount of \$1,230,411.21 (reduced by \$60,000.00 per Chief Allred) for FY23/24. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

B. BUILDING - Charles White

- 1) 10:00 a.m. **TIME CERTAIN - PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas finding conditions reasonably necessary for the application of regulations adopted by the California Department of Housing and Community Development for limited density owner-built rural dwellings in the unincorporated areas of Plumas County [Codified in Article 8 (commencing with Section 74) of Subchapter 1 of Chapter 1 of Division 1 of Title 25 of the California code of regulations]; and an **ORDINANCE** of the County of Plumas finding conditions reasonably necessary for the application of regulations adopted by the California Department of Housing and Community Development for limited density owner-built rural dwelling within the 2021 Dixie Fire and Beckwourth Complex Fire perimeters as delineated by Cal Fire [codified in Article 8 (commencing with Section 74) of Subchapter 1 of Chapter 1 of Division 1 of Title 25 of the California code of regulations] **Roll call vote**

Charles White, Building Director is present and addresses the Board with an overview of the matter before them.

The Chair opens the public hearing. A couple members of the public commented and included Sue Webber and John Kennedy. There being no further comment, the hearing is closed.

Motion: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas finding conditions reasonably necessary for the application of regulations adopted by the California Department of Housing and Community Development for limited density owner-built rural dwellings in the unincorporated areas of Plumas County [Codified in Article 8 (commencing with Section 74) of Subchapter 1 of Chapter 1 of Division 1 of Title 25 of the California code of regulations]; and an **ORDINANCE** of the County of Plumas finding conditions reasonably necessary for the application of regulations adopted by the California Department of Housing and Community Development for limited density owner-built rural dwelling within the 2021 Dixie Fire and Beckwourth Complex Fire perimeters as delineated by Cal Fire [codified in Article 8 (commencing with Section 74) of Subchapter 1 of Chapter 1 of Division 1 of Title 25 of the California code of regulations].

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

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

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

The title of the Ordinance is read and continued to September 19, 2023 for adoption.

C. PLUMAS COUNTY LIBRARY - Lindsay Fuchs

- 1) Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number ZIP23-39, in the amount of \$15,558.00; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8842** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number ZIP23-39, in the amount of \$15,558.00; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

2) Adopt **RESOLUTION** amending portions of the Master Fee Schedule to amend existing Library department fees; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8843**](#) amending portions of the Master Fee Schedule to amend existing Library department fees; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

D. BEHAVIORAL HEALTH - Sharon Sousa

1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas, declaring items possessed by Plumas County Behavioral Health are surplus and to authorize the donation of said items to Plumas Rural Services; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8844**](#) of the Board of Supervisors of the County of Plumas, declaring items possessed by Plumas County Behavioral Health are surplus and to authorize the donation of said items to Plumas Rural Services; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

E. PUBLIC HEALTH AGENCY - Dana Krinsky

1) Adopt **RESOLUTION** to accept amended Grant Agreement Number 22-10187, A01 from California Department of Public Health, California Oral Health Program, moving California Oral Health forward, in the amount of \$12,500.00 and authorizing Interim Director of Public Health to sign; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8845**](#) to accept amended Grant Agreement Number 22-10187, A01 from California Department of Public Health, California Oral Health Program, moving California Oral Health forward, in the amount of \$12,500.00 and authorizing Interim Director of Public Health to sign; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

F. INFORMATION TECHNOLOGY -

1) Approve and authorize Plumas County Information Technology to pay PDQ/SmartDeploy a non-contract invoice in the amount of \$3,000.00 to streamline our patch management and software deployment processes; (General Fund Impact) as previously budgeted through ARPA one-time funds; discussion and possible action.

Motion: Approve and authorize Plumas County Information Technology to pay PDQ/SmartDeploy a non-contract invoice in the amount of \$3,000.00 to streamline our patch management and software

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

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

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

G. SOCIAL SERVICES

- 1) Approve and authorize Chair to ratify and sign Second Amendment to agreement between Plumas County Social Services and Plumas Crisis Intervention and Resource Center for the Housing and Disability Advocacy Program (HDAP); effective August 7, 2023; Increasing to total compensation not to exceed \$1,365,000.00; (No General Fund Impact); approved as to form by County Counsel.

Motion: Approve and authorize Chair to ratify and sign Second Amendment to agreement between Plumas County Social Services and Plumas Crisis Intervention and Resource Center for the Housing and Disability Advocacy Program (HDAP). **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and Plumas Crisis Intervention and Resource Center for case management and supportive services, the CWS Housing Support Program has, as its goal, fostering housing retention and assisting CWS families in finding and keeping permanent housing; effective July 1, 2023; not to exceed \$250,000.00; (No General Fund Impact); approved as to form by County Counsel.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and Plumas Crisis Intervention and Resource Center for case management and supportive services, the CWS Housing Support Program has, as its goal, fostering housing retention and assisting CWS families in finding and keeping permanent housing. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

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

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

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Debra Lucero provided a [report and update](#).

5. BOARD OF SUPERVISORS

- A. Approve and authorize Chair to sign the response to the 2022/2023 Civil Grand Jury report; discussion and possible action.

Motion: Approve and authorize Chair to sign the [response](#) to the 2022/2023 Civil Grand Jury report.

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

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

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

B. Approve and authorize Chair to sign a letter on behalf of the Board of Supervisors to the California Highway Patrol requesting assistance in patrolling Plumas County's communities, schools and parks during Plumas County Sheriff's Office staffing shortage.

Motion: Approve and authorize Chair to sign a [letter](#) on behalf of the Board of Supervisors to the California Highway Patrol requesting assistance in patrolling Plumas County's communities, schools and parks during Plumas County Sheriff's Office staffing shortage with suggested addition of delivery to Susanville CHP as well. **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss. **Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5). **Yes:** Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

C. Accept letter of resignation from Lindsay Fuchs, Plumas County Librarian, effective October 18, 2023, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Motion: Accept letter of resignation from Lindsay Fuchs, Plumas County Librarian, effective October 18, 2023, and direct Human Resources to begin recruitment to fill the position. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola. **Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5). **Yes:** Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

D. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on October 10, 2023; discussion and possible action.

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on October 10, 2023. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss. **Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5). **Yes:** Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

E. APPOINTMENTS

1) Appoint Clint Koble to the Plumas - Sierra County Fair Board representing District 3; discussion and possible action.

Motion: Appoint Clint Koble to the Plumas - Sierra County Fair Board representing District 3. **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel. **Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5). **Yes:** Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

2) Appoint Sue Weber to the Indian Valley Recreation & Park District, to serve until December 5, 2025; discussion and possible action.

This item was moved to September 19, 2023 Board of Supervisors meeting.

3) Appoint Joan Carter to the Indian Valley Recreation & Park District, to serve until December 5, 2025; discussion and possible action.

Motion: Appoint Joan Carter to the Indian Valley Recreation & Park District, to serve until December 5, 2025. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by**

Supervisor - District 3 McGowan.

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

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

F. CORRESPONDENCE

Supervisor Goss received correspondence regarding funding the PCSO.

Supervisor Hagwood did not receive any correspondence.

Supervisor Engel received correspondence regarding Dame Shirley Plaza, the camping ordinance and PCSO staffing issues.

Supervisor McGowan received correspondence regarding code enforcement.

Supervisor Ceresola did not receive any correspondence.

G. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor Hagwood had nothing to report.

Reported by Supervisor McGowan regarding matters related to County Government and include meeting with Kevin Kiley - fire air attack base re: increasing fuel and lengthening runway, Collins Pines/Sierra Pacific/Forest Service reforesting 30k acres and letting the other 30k recover naturally

Reported by Supervisor Goss regarding matters related to County Government and include meeting with Kevin Kiley and Fire Wise, PG&E water releases

Reported by Supervisor Engel had nothing to report

Reported by Supervisor Ceresola regarding matters related to County Government and include volunteer fire districts meeting on September 26, 2023

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: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- 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 courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- 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: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- G. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- H. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (3 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported that there was no reportable action taken during closed session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, September 19, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON SEPTEMBER 19, 2023

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

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

PLEDGE OF ALLEGIANCE

Supervisor McGowan led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Plumas County Auditor/Controller, Martee Graham has requested that a Public Hearing for the Fiscal Year 2023/2024 Budget be opened and a discussion and possible action item re: Secure Tax Roll for Eastern Plumas Rural Fire Protection District be added to the agenda. A roll call vote was made to add these items with a unanimous vote to add them. When the time came to discuss the items, Interim County Counsel James, relayed that the Public Hearing for the Fiscal Year 2023/2024 Budget was not an item of urgency, so the Board voted not to discuss that matter. and moved onto the Secure Tax Roll matter.

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.

Cheryl R. - Dame Shirley Plaza

Deb H. - Dame Shirley Plaza

Jenny M. - PCSO staffing issues and public safety

Idette H. - Critical staffing levels for Social Services, wages

Dan K. - Public Safety and patrol schedule, Supervisor Hagwood's election campaign

Cassie L. - Problem goes beyond public safety. Dispatchers are leaving and there is no back-up

Zoom: Josh H. - Climate crisis; heat and floods, stop fossil fuel burning and deforestation

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Todd Johns - dispelling rumors - he is not retiring and running to be a supervisor, crunched numbers for wage disparities and provided a handout; tax initiative; BOS should make an offer to PCEA by the end of the day.

Clerk-Recorder Marcy DeMartile - Marraige licenses are down, elections for districts, invites public to come and watch/ask questions on election processes; Thanks to the Court Security and thanks to the employees of the Clerk-Recorder/Elections office for their dedication and professionalism.

ACTION AGENDA

1. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

2. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

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

No report.

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Sue Weber reported there was meeting and they had a great conversation on being transparent in regards to Dixie Fire settlement monies; they will meet once a month. Introduced Full-time coordinator, Patrick.

C. US FOREST SERVICE - US FOREST SERVICE

Report and update.

Joe H. provided an update on active lightening strikes; community protection projects; NEPA decision

D. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Debra Lucero reported that they are having status calls with Tyler every other week, scheduling Tyler system review; still using Pentamation and Munis

E. PLUMAS COUNTY FIRE SAFE COUNCIL

Hannah H. reported they support all the protect projects mentioned by the US Forest Service, they want to present and get approval on the Wildland Urban Interface (WUI), this will be placed on the October 3, 2023 agenda for the Board to discuss with the Fire Safe Council.

3. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

A. SOCIAL SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and Plumas Rural Services, Inc. for Anger Management and Batterer Classes provided for families in the Child Welfare System; effective July 1, 2023; not to exceed \$20,000.00; (No General Fund Impact); approved as to form by County Counsel.

B. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Public Health and David Asmuth, M.D. to provide services related to the Ryan White Part C Program for FY 2023-2024; effective April 1, 2023; not to exceed \$5,000.00; (No General Fund Impact); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Public Health and Katy Dyrr, a Dietitian, who will provide services for our Senior Nutrition program; effective July 1, 2023; not to exceed \$3,000.00; (No General Fund Impact); approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Public Health and Gallup, Inc. to provide two full-day workshops for all Public Health employees, which include the CliftonStrengths assessment and a Business subscription for one year; effective October 15, 2023; not to exceed \$34,260.00; (No General Fund Impact); approved as to form by County Counsel.
- 4) Approve and authorize Public Health to recruit and fill, funded and allocated, vacant (1) FTE Administrative Assistant I/II or Office Assistant I/II/III or Fiscal Technical Services Assistant I/II/III position; vacancy due to promotion; effective September 11, 2023; (No General Fund impact).

C. PLUMAS COUNTY LIBRARY

- 1) Approve and authorize the County Librarian to recruit and fill, funded and allocated, vacant (.5) FTE Literacy Program Assistant position; (General Fund Impact) as approved in the FY23/24 budget.
- 2) Approve and authorize the County Librarian to recruit and fill, funded and allocated, vacant (.5) FTE Library Aide position; (General Fund Impact) as approved in the FY23/24 budget.
- 3) Approve and authorize the County Librarian to recruit and fill, funded and allocated, vacant one (1.0) FTE Library Technician position; (General Fund Impact) as approved in the FY23/24 budget.

D. COUNTY CLERK-ROCODER

- 1) Approve and authorize Chair to sign an agreement between Plumas County Clerk-Recorder-Records Management and Complete Document Management Solutions, Inc. DBA Precision Document Imaging; effective September 1, 2023; not to exceed \$5,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

E. BEHAVIORAL HEALTH

- 1) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant one (1.0) FTE Support Services Technician I/II position; (No General Fund Impact) as approved in FY23/24 budget.

F. BOARD OF SUPERVISORS

- 1) Approve and authorize Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Quincy Jr./Sr. Highschool Homecoming Parade, Friday, October 6, 2023.
- 2) Approve and authorize Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Chester Highschool Homecoming Parade, Friday, October 13, 2023.

G. HUMAN RESOURCES

- 1) Adopt **RESOLUTION** to adopt Plumas County's Pay Schedule; new job classification wage ranges for Confidential Unit, Probation and Probation Mid-Management Unit and moving Clerk of the Board wage range to the Confidential Unit; (No General Fund Impact). **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8846**](#) to adopt Plumas County's Pay Schedule; new job classification wage ranges for Confidential Unit, Probation and Probation Mid-Management Unit and moving Clerk of the Board wage range to the Confidential Unit; (No General Fund Impact). **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

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

4. PLUMAS RURAL SERVICES

- A. Adopt a "Proclamation" proclaiming the month of October 2023 as Domestic Violence Awareness month.

Motion: Adopt a "Proclamation" proclaiming the month of October 2023 as Domestic Violence

Awareness month. **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

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

5. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize the Sheriff's Department to recruit and fill, funded and allocated, vacant one (1.0) FTE Animal Control Officer; vacancy due to resignation; (General Fund Impact) as approved in FY23/24 budget.

Motion: Approve and authorize the Sheriff's Department to recruit and fill, funded and allocated, vacant one (1.0) FTE Animal Control Officer; vacancy due to resignation. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

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

- 2) Approve and authorize Chair to sign an amendment to an agreement between Plumas County Sheriff's Department and Feather River Physicians, in order to correct the contractor's name from "Feather River Physicians" to "North Fork Medicine"; (No General Fund Impact); approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign an amendment to an agreement between Plumas County Sheriff's Department and Feather River Physicians, in order to correct the contractor's name from "Feather River Physicians" to "North Fork Medicine". **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

- 3) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Plumas-Sierra Telecommunications (PST) which will allow PST to connect to users at the county-owned communication site located on Radio Hill and provide PST with the ability to offer fiber-optic connectivity to its tenants and prospective tenants; effective September 5, 2023; (No General Fund Impact); discussion and possible action.

Motion: Move item to October 3, 2023 or time when agreement negotiations have been completed. **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 2 Goss.

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

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

- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Washoe County NV on behalf of the Washoe County Regional Medical Examiner's Office to perform forensic autopsies, medical examinations and medicolegal consultations as needed for death investigations; effective July 1, 2023 for up to five (5) years; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Washoe County NV on behalf of the Washoe County Regional Medical Examiner's Office to perform forensic autopsies, medical examinations and medicolegal consultations as needed for

death investigations; effective July 1, 2023 for up to five (5) years. **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

B. INFORMATION TECHNOLOGY - Greg Ellingson

- 1) Presentation on the website redesign and .gov migration; discussion and possible action

Motion: Authorize Director of Information Technology to use plumascounty.ca.gov as the new domain name for county emails. **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

C. PUBLIC HEALTH AGENCY - Dana Krinsky

- 1) Adopt **RESOLUTION** to authorize the Interim Director of Public Health to sign an Enhanced Care Management Provider Services Agreement with Partnership HealthPlan of California; effective January 1, 2024; (No General Fund impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8847** to authorize the Interim Director of Public Health to sign an Enhanced Care Management Provider Services Agreement with Partnership HealthPlan of California; effective January 1, 2024. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

D. FACILITY SERVICES & AIRPORTS - JD Moore

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Santos Excavating, Inc. for the runway pavement joint reseal project at Rogers Field (Chester) and Nervino Airport (Beckwourth); effective September 19, 2023; not to exceed \$858,242.50; (No General Fund Impact); approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Santos Excavating, Inc. for the runway pavement joint reseal project at Rogers Field (Chester) and Nervino Airport (Beckwourth); effective September 19, 2023; not to exceed \$858,242.50. **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

E. AUDITOR-CONTROLLER - Martee Nieman (Graham)

- 1) Adopt the updated County of Plumas Travel and Business Expense Reimbursement Policy, revised September 2023; discussion and possible action.

Motion: Adopt the updated County of Plumas Travel and Business Expense Reimbursement Policy, revised September 2023, with the small corrections. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

- 2) Adopt **RESOLUTION** adopting the basic tax rate for Plumas County and the rates for the Plumas Unified School District and the Plumas District Hospital bonds for Fiscal Year 2023/24; (No General Fund Impact). **Roll call vote**

Motion: Adopt [**RESOLUTION No. 23-8848**](#) adopting the basic tax rate for Plumas County and the rates for the Plumas Unified School District and the Plumas District Hospital bonds for Fiscal Year 2023/24. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

F. PUBLIC WORKS - John Mannle

- 1) **10:45 A.M. PUBLIC HEARING:** Consideration and Adoption of **RESOLUTION** amending the Master Fee Schedule to establish new, and revise existing, Public Works Department fees for development applications, encroachment permits, transportation permits and disposal fees; discussion and possible action. **Roll call vote**

Jim Graham is present and addresses the Board with an overview of the matter before them. The Chair opens the public hearing. There being no comments, the hearing is closed.

Motion: Adoption of [**RESOLUTION No. 23-8849**](#) amending the Master Fee Schedule to establish new, and revise existing, Public Works Department fees for development applications, encroachment permits, transportation permits and disposal fees. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

G. ENGINEERING DEPARTMENT - John Mannle

- 1) **10:45 A.M. PUBLIC HEARING:** Consideration and Adoption of **RESOLUTION** amending the Master Fee Schedule to establish new and revise existing Engineering Department fees for development related applications; discussion and possible action. **Roll call vote**

Jim Graham is present and addresses the Board with an overview of the matter before them. The Chair opens the public hearing. There are no comments, the hearing is closed.

Motion: Adoption of [**RESOLUTION No. 23-8850**](#) amending the Master Fee Schedule to establish new and revise existing Engineering Department fees for development related applications. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

H. BUILDING - Charles White

- 1) Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on September 12, 2023, adding Plumas County Code Title 8 Building Regulations, Chapter 20 Limited Density Owner-Built Rural Dwellings in the Unincorporated Areas of Plumas County, Sec. 8-20.01 – Purpose, 8-20.02 – Intent and Application, Sec. 8-20.03 – Definitions, Sec. 8-20.04 – Regulations of Use, Sec. 8-20.05 – Construction Requirements, Sec. 8-20.06 – Fees, Sec. 8-20.07 – Violation Constituting a Public Nuisance, and Sec. 8-20.08 – CEQA; and adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on September 12, 2023, adding Plumas County Code Title 8 Building Regulations, Chapter 21 Limited Density Owner-Built Rural Dwellings with the 2021 Dixie Fire and Beckwourth Complex Fire Perimeters as Delineated by CAL FIRE, Sec. 8-21.01 – Purpose, Sec. 8-21.02 – Intent and Application, and Sec. 8-21.03 – Effective Period; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: Adopt an [**ORDINANCE No. 23-1150**](#) of the County of Plumas, State of California, first introduced on September 12, 2023, adding Plumas County Code Title 8 Building Regulations, Chapter 20 Limited Density Owner-Built Rural Dwellings in the Unincorporated Areas of Plumas County, Sec. 8-20.01 – Purpose, 8-20.02 – Intent and Application, Sec. 8-20.03 – Definitions, Sec. 8-20.04 – Regulations of Use, Sec. 8-20.05 – Construction Requirements, Sec. 8-20.06 – Fees, Sec. 8-20.07 – Violation Constituting a Public Nuisance, and Sec. 8-20.08 – CEQA; and adopt an [**ORDINANCE No. 23-1151**](#) of the County of Plumas, State of California, first introduced on September 12, 2023, adding Plumas County Code Title 8 Building Regulations, Chapter 21 Limited Density Owner-Built Rural Dwellings with the 2021 Dixie Fire and Beckwourth Complex Fire Perimeters as Delineated by CAL FIRE, Sec. 8-21.01 – Purpose, Sec. 8-21.02 – Intent and Application, and Sec. 8-21.03 – Effective Period. **Roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

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

I. URGENCY ITEM: SECURE TAX ROLL FOR EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT - Martee Nieman (Graham)

Motion: URGENCY ITEM: Secure tax roll for Eastern Plumas Rural Fire Protection District, Board on behalf of EPRFPD do direct charges as it has been done in the past. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

6. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Debra Lucero reported on the budget book being available by the end of the day. Budget communication will start again in January, to be adopted in June and supplement in October.

7. BOARD OF SUPERVISORS

A. Accept letter of resignation from JD Moore, Director of Facility Services & Airports, effective October 13, 2023, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Motion: Accept letter of resignation from JD Moore, Director of Facility Services & Airports, effective October 13, 2023, and direct Human Resources to begin recruitment to fill the position. **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

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

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

B. Accept letter of resignation from Charles White, Building Director, effective October 13, 2023, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Motion: Accept letter of resignation from Charles White, Building Director, effective October 13, 2023, and direct Human Resources to begin recruitment to fill the position. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

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

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

C. APPOINTMENTS

- 1) Confirm appointments of Richard Roberti and David Guidici to the Last Chance Creek Water District Board to serve the upcoming four (4) year term through 2027.

Motion: Confirm appointments of Richard Roberti and David Guidici to the Last Chance Creek Water District Board to serve the upcoming four (4) year term through 2027. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

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

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

- 2) Appoint Sue Weber to the Indian Valley Recreation & Park District, to serve until December 5, 2025; discussion and possible action.

Motion: Appoint Sue Weber to the Indian Valley Recreation & Park District, to serve until December 5, 2025. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

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

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

D. CORRESPONDENCE

Supervisor Goss received correspondence regarding the PG&E settlement.

E. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor Engel regarding matters related to County Government and included the loss of Gumba's Restaurant in Blairsden/Graeagle.

8. 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: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- 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 courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- E. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020- 00283112
- G. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

- H. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (4 cases)
- J. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- K. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported that there was no reportable action taken during closed session.

9. ADJOURNMENT

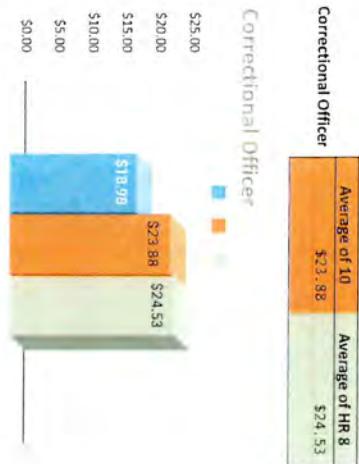
Adjourned meeting to a Special Board of Supervisors meeting on Friday, September 29, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California to start at 9:00 a.m.

County	Correctional Officer	Plumas	Amandor	Calaveras	Colusa	Del Norte	Glenn	Inyo	lassen	San Benito	Tehama	Tuolumne
Correctional Officer	\$18.98	\$24.74	\$23.43	\$23.69	\$20.90	\$22.10	\$22.10	\$28.23	\$21.61	\$23.52	\$22.52	\$25.02

Percent Below Average
25%

Correctional Officer Below 10 Co Average
29%

Others Similar
Sierra
\$25.22



Dispatcher	Plumas	Amador	Calaveras	Colusa	Del Norte	Glenn	Inyo	Lasen	San Benito	Tehama	Tuolumne
	\$18.98	\$25.22	\$23.16	\$23.94	\$21.99	\$23.65	\$20.65	\$22.31	\$24.25	\$22.64	

Dispatcher	Below 10 Co Average	Percent Below Average
		13%
Dispatcher	W/O Lassen and Del Norte	23%
Dispatcher	Average of 10	Average of HR 8
	\$22.68	\$23.40



PCSEA Wage Comparisons.xlsx



SHERIFF				
	Wages	Retirement	FICA/OASDI	TOTAL
70330	\$ 3,121,101.90	\$ 1,666,041.89	\$ 100,389.66	\$ 4,887,533.45
20%	\$ 624,220.38	\$ 333,208.38	\$ 20,077.93	\$ 977,506.69
25%	\$ 780,275.48	\$ 416,510.47	\$ 25,097.42	\$ 1,221,883.36

JAIL

	Wages	Retirement	FICA/OASDI	TOTAL
70380	\$ 938,381.60	\$ 261,565.80	\$ 71,681.00	\$ 1,271,628.40
20%	\$ 187,676.32	\$ 52,313.16	\$ 14,336.20	\$ 254,325.68
25%	\$ 234,595.40	\$ 65,391.45	\$ 17,920.25	\$ 317,907.10

Deducted FICA/OASDI for OT, Holiday, Other Wages)

ESTIMATED TOTALS:

	Wages	Retirement	FICA/OASDI	TOTAL
20%	\$ 624,220.38	\$ 333,208.38	\$ 20,077.93	\$ 977,506.69
20%	\$ 187,676.32	\$ 52,313.16	\$ 14,336.20	\$ 254,325.68
		20% TOTAL	\$ 1,231,832.37	

70330 Sheriff
70380 Jail

70330 Sheriff = @ Full Staffing
70380 Jail 12 months.

CURRENTLY 20 UNFILLED POSITIONS.



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: October 3, 2023

SUBJECT: Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the annual Sparkle event, scheduled for Friday, December 1, 2023 from 5:00 - 8:00 p.m.

Recommendation:

Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the annual Sparkle event, scheduled for Friday, December 1, 2023 from 5:00 - 8:00 p.m.

Background and Discussion:

Cheryl Kolb, on behalf of the Quincy Chamber of Commerce, has respectfully requested a fee waiver for use of the Courthouse grounds for the annual Sparkle event. The event is scheduled for Friday, December 1, 2023 from 5:00 - 8:00 p.m. As in the past, Quincy Chamber of Commerce would like to have the option to set up canopies on the lawn, allowing other businesses and organizations that do not have a presence on Main Street to participate in the event.

This is a community event with no financial benefit to the Quincy Chamber of Commerce.

Action:

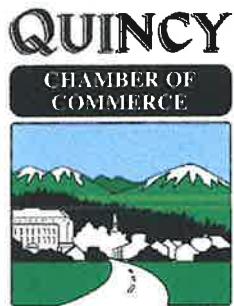
Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve this request.

Fiscal Impact:

Minor loss in revenue; per the master fee schedule, Courthouse ground rental fee is \$80.00 per event.

Attachments:

1. Sparkle 2023



Quincy Chamber of Commerce

PO Box 215

Quincy, CA 95971

www.quincychamber.com

info@quincychamber.com

(530) 394-0541

August 30, 2023

Plumas County Board of Supervisors
520 Main Street
Quincy, California 95971

RE: Sparkle
Friday, December 1, 2023 5:00 – 8:00 p.m.

The Honorable Board of Supervisors

We are seeking your permission for the annual Sparkie event scheduled for Friday, December 1, 2023 from 5:00 – 8:00 p.m. in Quincy.

As in the past, we would like to have the option to set up pop-up canopies on the lawn of the Courthouse for various other businesses and organizations that do not have a presence on Main Street to be able to participate. We understand there is usually a fee for use of the Courthouse property and we are asking for the County to waive the fee as these are community events with no financial benefit to the Quincy Chamber of Commerce.

Please contact me if you have any questions or need any additional information.

Respectfully,

Cheryl Kolb
Administrative Director



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: October 3, 2023

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State Elevator Company; effective at execution; not to exceed \$46,332.97; (General Fund Impact) emergency repair previously approved by the Board of Supervisors in May 2023; approved as to form by County Counsel.

Recommendation:

Approve and authorize Board Chair to sign agreement between Facility Services and Silver State Elevator Co. for elevator repair services at the Permit Center. Approved as to Form by County Counsel. Contract not to exceed \$46,332.97. General Fund impact.

Background and Discussion:

This contract was previously approved by the Board of Supervisors with a job completion date of August 31, 2023. Silver State Elevator Co. believed they could complete the project by that deadline but ran into some minor issues just prior to that which is carrying the project into September. This contract is unchanged from the original with the exception that the completion date is being extended out to December 31, 2023.

Action:

Approve and authorize Board Chair to sign agreement between Facility Services and Silver State Elevator Co. for elevator repair services at the Permit Center.

Fiscal Impact:

General Fund will be impacted for the full amount of this contract once the repair is complete.

Attachments:

1. Silver State Elevator Co.

Repair Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services & Airports Department** (hereinafter referred to as "County"), and **Silver State Elevator Company, a NV Corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **forty six thousand three hundred thirty two dollars and 97/100 (\$46,332.97)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **December 31, 2023**, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

_____ COUNTY INITIALS

1

CONTRACTOR INITIALS _____

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15)

days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

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

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

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

insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **Class C11- Elevator Contractor, issued by the State of California, No. 434959.**
25. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
28. **Choice of Law.** The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

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

County:

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

Contractor:

Silver State Elevator Company
PO Box 5309
Reno, NV 89513
Attention: Ernest Rosaia, CEO/CFO

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

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

CONTRACTOR:

Silver State Elevator Company,
a NV corporation

By: _____
Name: Ernest Rosaia
Title: CEO/CFO
Date signed:

COUNTY:

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

By: _____
Name: Greg Hagwood
Title: Board of Supervisors, Chair
Date signed:

ATTEST:

By: _____
Name: Kristina Rogers
Title: Deputy Clerk of the Board
Date signed:

Approved as to form:



Joshua Brechel
Deputy County Counsel

9/18/2023

_____ COUNTY INITIALS

10

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Replace controller on Flexilift LULA elevator with new control system at the Permit Center, located at 555 Main Street, Quincy, CA.
2. Ensure elevator functions properly.
3. Provide and pay for all labor, materials, taxes, and insurance.
4. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

EXHIBIT B

Fee Schedule

1. Deposit of twelve thousand five hundred dollars and 00/100 (\$12,500.00) due at time of order.
2. The Contract Amount, **forty six thousand three hundred thirty two dollars and 97/100 (\$46,332.97)**, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of County's receipt of Contractor's invoice.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: October 3, 2023

SUBJECT: Approve and authorize the Department of Public Health to recruit and fill, funded and allocated, vacant one (1.0) FTE Licensed Vocational Nurse (LVN) I/II OR Registered Nurse (RN) I/II position OR Public Health Nurse I/II/III; vacancy due to resignation; (No General Fund Impact).

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one 1.0 FTE LVN I/II OR RN I/II OR Public Health Nurse I/II/III in the Public Health Department.

Background and Discussion:

Effective September 11, 2023, one (1) Licensed Vocational Nurse has resigned from the Public Health Department. The department is requesting to fill this vacancy.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

Authorization for the Department of Public Health to fill the vacancy of one 1.0 FTE Licensed Vocational Nurse (LVN) I/II OR Registered Nurse (RN) I/II OR Public Health Nurse I/II/III position

Fiscal Impact:

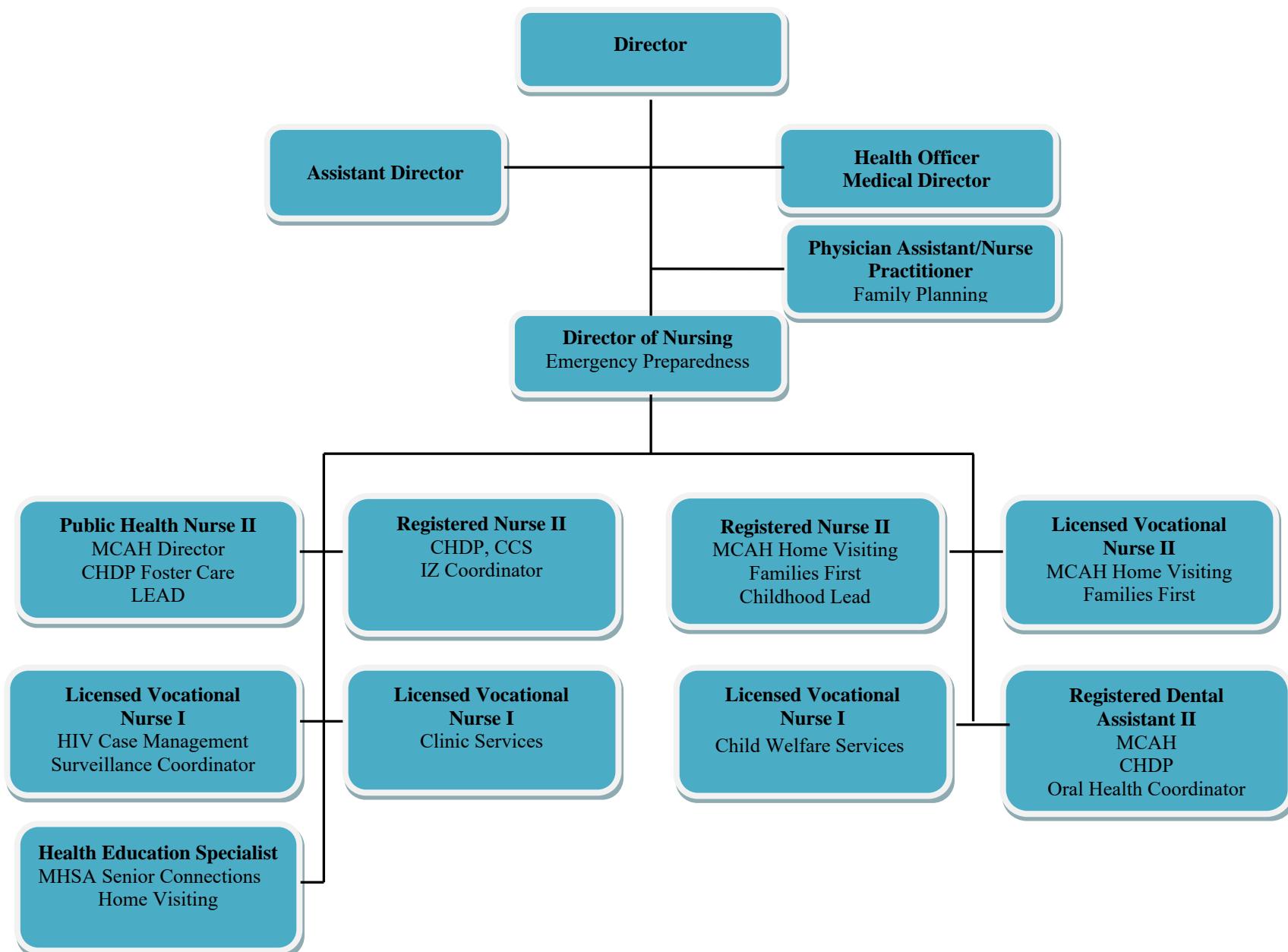
This position is able to be funded as allocated in the FY23/24 Public Health budget that will be adopted on September 30, 2023.

Attachments:

1. 3-Clinic & Nursing Services (2)
2. Critical Staffing Request LVN_RN_PHN (1)
3. LVN I Job Description-Public Health updated March 2016_20161021113261648
4. RN I Job Description-Public Health updated March 2016_201610211139527669
5. PHN I Job Description-Public Health updated March 2016_201610211120174209

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
CLINIC & NURSING SERVICES DIVISION**

3



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Health Nurse/Licensed Vocational Nurse/Registered Nurse (PHN/LVN/RN)
Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?

These positions provide clinic support for family planning, immunization, and student health services clients, and also acts as Nurse of the Day for call-in and walk-in clients. It is funded by health fees and other earned revenue.

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

There are many technical aspects to public health clinic vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments has resulted in an atmosphere of tension and anxiety in the past, particularly when staff know grant funding exists and will be lost if positions are not filled.

- How long has the position been vacant?

As of 9/11/23

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 23/24 budget includes funds for this position.

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

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

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

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**

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

FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1,410,133

LICENSED VOCATIONAL NURSE I

DEFINITION

Under general supervision, to perform a variety of health related activities in the provision of basic nursing care; to administer immunizations and vaccinations, hearing and vision screening, basic skin and blood test, and blood pressure monitoring; to assist with activities related to implementation of various health programs. Coordinates client and community services to support goals of the Agency and to do related work as required.

DISTINGUISHING CHARACTERISTICS

The Licensed Vocational Nurse I is the entry level to the Licensed Vocational Nurse class series. Incumbents in the Licensed Vocational Nurse I class do not have the necessary years of experience to qualify as a Licensed Vocational Nurse II class. Incumbents in both the Licensed Vocational Nurse I and II classifications lack the education or license requirements to qualify as either a Registered Nurse or Public Health Nurse. Incumbents perform a variety of clinical and basic nursing duties consistent with their license and experience.

REPORTS TO

Director of Nursing or Public Health Nurse.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

LICENSED VOCATIONAL NURSE I - 2

EXAMPLES OF DUTIES

Performs, reads, and evaluates skin, hearing, vision, and blood tests.

Performs and evaluates blood pressure readings.

Provides health education sessions.

Administers immunizations.

Participates in health care clinics throughout the County, coordinating them as assigned.

Conducts home health care visits throughout County.

Maintains a current inventory of clinic supplies.

Evaluates medical records and determines the need for patient immunization or vaccination.

Prepares patients for physical examinations.

Weights and measures patients.

Assists with examinations.

Refers clients to other health care providers or County Resources.

Prepares specimens for mailing.

Prepares a variety of statistical reports.

Provides general health information and instruction to individuals and families.

Answers health related questions from the public.

Performs sterilization of equipment.

Maintains safety requirements in a clinical setting.

Learns to investigate and interview patients to determine health needs.

Acts to obtain treatment for ill patients.

Serves as a patient advocate to assist patients with attaining optimal health care.

Learns to coordinate health care between patients and care providers.

Learns to assess, screen, and provide intervention strategies to high-risk individuals and families in clinics and home visits.

Learns to instruct parents on child safety, growth, and development and screen for signs of abuse, poor nutrition and failure to thrive.

LICENSED VOCATIONAL NURSE I - 3

Examples of Duties (continued):

Participates in patient meetings for "special needs" children.

Teaches prenatal care to expectant mothers.

Learns to work with community groups on local health issues.

Participates in family planning and other department programs.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or clinic environment; exposure to communicable diseases; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

Principles, methods, and procedures of general nursing and public health nursing. Causes, means of transmission, and methods of controlling communicable diseases. Disease processes and the mechanisms to prevent and control them. Health problems and requirements of infant, children, adolescent, and adult clients. State laws relating to reporting Child/Adult abuse.

Ability to:

Communicate effectively orally and in writing. Follow oral and written instructions. Assess the physical condition of patients. Maintain confidentiality of material.

LICENSED VOCATIONAL NURSE I - 4

Ability to (continued):

Interview patients and families to gather medical history. Counsel clients and make referrals to community resources. Draw blood samples for laboratory testing. Administer immunizations. Work responsibly with physicians and other members of the medical team. Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies. Establish and maintain cooperative working relationships with patients and others.

Training and Experience:

Required qualifications for this position:

Prior general nursing experience or at least one year of experience as a Certified Nurse's Aide or Medical Assistant.

Completion of nursing studies and curriculum sufficient to obtain requisite licenses from the State of California.

Special Requirements:

Possession of a valid license as a Licensed Vocational Nurse issued by the California Board of Nursing.

Possession of a valid California Driver's License.

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.

REGISTERED NURSE I – PUBLIC HEALTH

DEFINITION

Under general supervision, to assist with coordination and participate in a variety of Public health clinics and services; to perform activities related to implementation of various health programs; to interview, educate, counsel, and refer clients regarding a variety of health conditions. Coordinates client and community services to support goals of the Agency and to do related work as required.

DISTINGUISHING CHARACTERISTICS

Incumbents in the Registered Nurse class series do not have the necessary education, experience, or license requirements to qualify as a Public Health Nurse. Incumbents assist with the planning and conduct of nursing assessments, direct patient care, home visits, and health education. Incumbents at the Registered Nurse I level are performing many assignments in a training and learning capacity. They work under closer Supervision than Registered Nurse II's. When the requisite background and experience have been obtained, an incumbent may be promoted to Registered Nurse II.

REPORTS TO

Director of Nursing or Public Health Nurse II or III.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

REGISTERED NURSE I - 2

EXAMPLES OF DUTIES

Assist with planning and organizing clinical activities.
Assists with the operation of clinics and satellite immunization sites, performing immunizations.
Performs, reads, and evaluates skin tests.
Interviews and elicits medical history from clients.
Assists with screening of patients for special medical assistance programs.
Assists with "on-call" nursing functions.
Evaluates patients on the basis of history and tests, making appropriate referrals to medical and community resources.
Performs confidential testing and counseling.
Works with community agencies to promote wellness.
Performs activities such as dipstick urine tests, drawing of blood, and blood pressure screening, and giving injections.
Documents all activities in patients' charts; prepares a variety of reports.
May teach health education classes as assigned.
Prepares reports.
Learns to investigate and interview patients to determine health needs.
Acts to obtain treatment for ill patients.
Serves as a patient advocate to assist patients with attaining optimal health care.
Learns to coordinate health care between patients and care providers.
Learns to assess, screen, and provide intervention strategies to high-risk individuals and families in clinics and home visits.
Learns to instruct parents on child safety, growth, and development and screen for signs of abuse, poor nutrition and failure to thrive.
Participates in patient meetings for "special needs" children.
Teaches prenatal care to expectant mothers.
Learns to work with community groups on local health issues.
Participates in family planning and other department programs.

REGISTERED NURSE I – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or clinic environment; exposure to communicable diseases continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

Principles, methods, and procedures of general nursing and public health nursing.
Causes, means of transmission, and methods of controlling communicable diseases.
Disease processes and the mechanisms to prevent and control them.
Health problems and requirements of infant, children, adolescent, and adult clients.
State laws relating to reporting Child/Adult abuse.

Ability to:

Communicate effectively orally and in writing.
Follow oral and written instructions.
Assess the physical condition of patients.
Maintain confidentiality of material.
Interview patients and families to gather medical history.
Counsel clients and make referrals to community resources.
Draw blood samples for laboratory testing.
Administer immunizations.

REGISTERED NURSE I – 4

Ability to: (continued)

Work responsibly with physicians and other members of the medical team.
Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
Establish and maintain cooperative working relationships with patients and others.

Training and Experience:

Required qualifications for this position:

One (1) years of general nursing experience.

The completion of nursing studies and curriculum sufficient to obtain requisite licenses from the State of California.

Special Requirements:

- Possession of a valid license as a Registered Nurse issued by the California State Board of Registered Nursing.
- Possession of a valid California Driver's License.
-

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.

PUBLIC HEALTH NURSE I

DEFINITION

Under direction, to learn to plan and conduct a variety of public health clinics and services; to provide basic nursing, educational and health counseling services in connection with the control and prevention of disease and adverse health conditions; Coordinates client and community services to support goals of the Agency and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in Public Health Nurse class series. Incumbents must have requisite public health nursing certification, but need only limited public health nursing work experience. Initially, assignments are performed under relative close guidance and supervision. As experience is gained, incumbents work with greater independence. When requisite training and background has been gained, incumbents may expect promotion to Public Health Nurse II. The class differs from the Registered Nurse I and II classifications by requiring the possession of a Public Health Nurse License.

REPORTS TO

Director of Nursing or Public Health Nurse II/III

CLASSIFICATIONS DIRECTLY SUPERVISED

LVN I/II, RN I/II

PUBLIC HEALTH NURSE I - 2

EXAMPLES OF DUTIES

Learns the performance of Public Health Nurse assignments and services.
Conducts physical examinations.
Assists with diagnosis and treatment (by protocol) of certain diseases.
Learns to investigate and interview patients to determine health needs.
Acts to obtain treatment for ill patients.
Learns to search for unreported or missed cases of communicable diseases and give instructions in their prevention and care.
Assists with the operations of clinics and satellite immunization sites assessing and providing immunizations.
Serves as a patient advocate to assist patients with attaining optimal health care.
Learns to coordinate health care between patients and care providers.
Learns to assess, screen, and provide intervention strategies to high-risk individuals and families in clinics and home visits.
Learns to instruct parents on child safety, growth, and development and screen for signs of abuse, poor nutrition and failure to thrive.
When requisite experience is obtained, acts as "on-call" nurse to receive referrals
And provide information.
Learns and performs case management techniques and methods.
Screens for contacts to tuberculosis by giving and reading TB skin tests, providing medications and education.
Participates in patient meetings for "special needs" children.
Learns to make public presentations on health issues and needs.
Documents treatment given and medications in patients' charts.
Keeps statistics on a variety of communicable diseases.
Teaches prenatal care to expectant mothers.
Learns to work with community groups on local health issues.
Provides education counseling and screening for confidential testing.
Draws blood samples to determine deficiencies or assist with disease diagnosis.
Makes home visits.
Draws blood samples to determine deficiencies or assist with disease diagnosis.
Makes home visits.

PUBLIC HEALTH NURSE I – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or clinic environment or in private home setting;

exposure to communicable diseases; continuous contact with staff and the public. Incumbents may be required to drive in remote areas of the County in all weather conditions.

DESIRABLE QUALIFICATIONS

Knowledge of:

Principles, methods, and procedures of general nursing and public health nursing.
Public health issues and problems.
Causes, means of transmission, and methods of control of communicable diseases,
including sexually transmitted infections, AIDS, and tuberculosis.
Means of promoting child and maternal health and public health programs.
Sociological and cultural problems involved in public health nursing.
Community resources and demography.
Principles of public health education.
Reproductive physiology and child development.

Ability to:

Learn to educate and work with patients and their families.
Communicate effectively orally and in writing.
Follow oral and written instructions.
Assess the physical conditions of patients.
Make oral presentations to local community groups and health care providers.
Maintain confidentiality of material.

PUBLIC HEALTH NURSE I - 4

Ability to (continued):

Coordinate assigned activities with community organizations and other government agencies.
Interview patients and families to gather medical history.
Draw blood samples.
Determine appropriate resources for clients and make referral to those agencies.
Work responsibly with physicians and other members of the medical team.
Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
Establish and maintain cooperative working relationships with patients and others.

Training and Experience:

Required qualifications for the position:

Some nursing experience in a public health setting is highly desirable.

Graduation from an accredited college or university and completion of an approved public health nursing program.

Special Requirements:

- Possession of a valid license as a Registered Nurse in California and a Certificate as a Public Health Nurse issued by the California State Board of Registered Nursing.
- Possession of a valid California Driver's License.

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



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: October 3, 2023

SUBJECT: Approve and authorize the Department of Public Health to recruit and fill, funded and allocated, one (1) Extra-Help driver position for the Senior Services program in the Quincy division; vacancy due to resignation; (No General Fund Impact).

Recommendation:

The Interim Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of (1) one Extra-Help driver position for the Senior Services program in the Quincy division.

Background and Discussion:

There is a need to hire one extra help driver for the Quincy site. The extra-help driver is needed due to the resignation of the current extra-help driver.

The appropriate Critical Staffing Questionnaires and Department Organizational Chart are attached.

Action:

Approve and authorize the Department of Public Health to recruit and fill, funded and allocated, (1) one Extra-Help driver position for the Senior Services program in the Quincy division; vacancy due to resignation; no general fund impact.

Fiscal Impact:

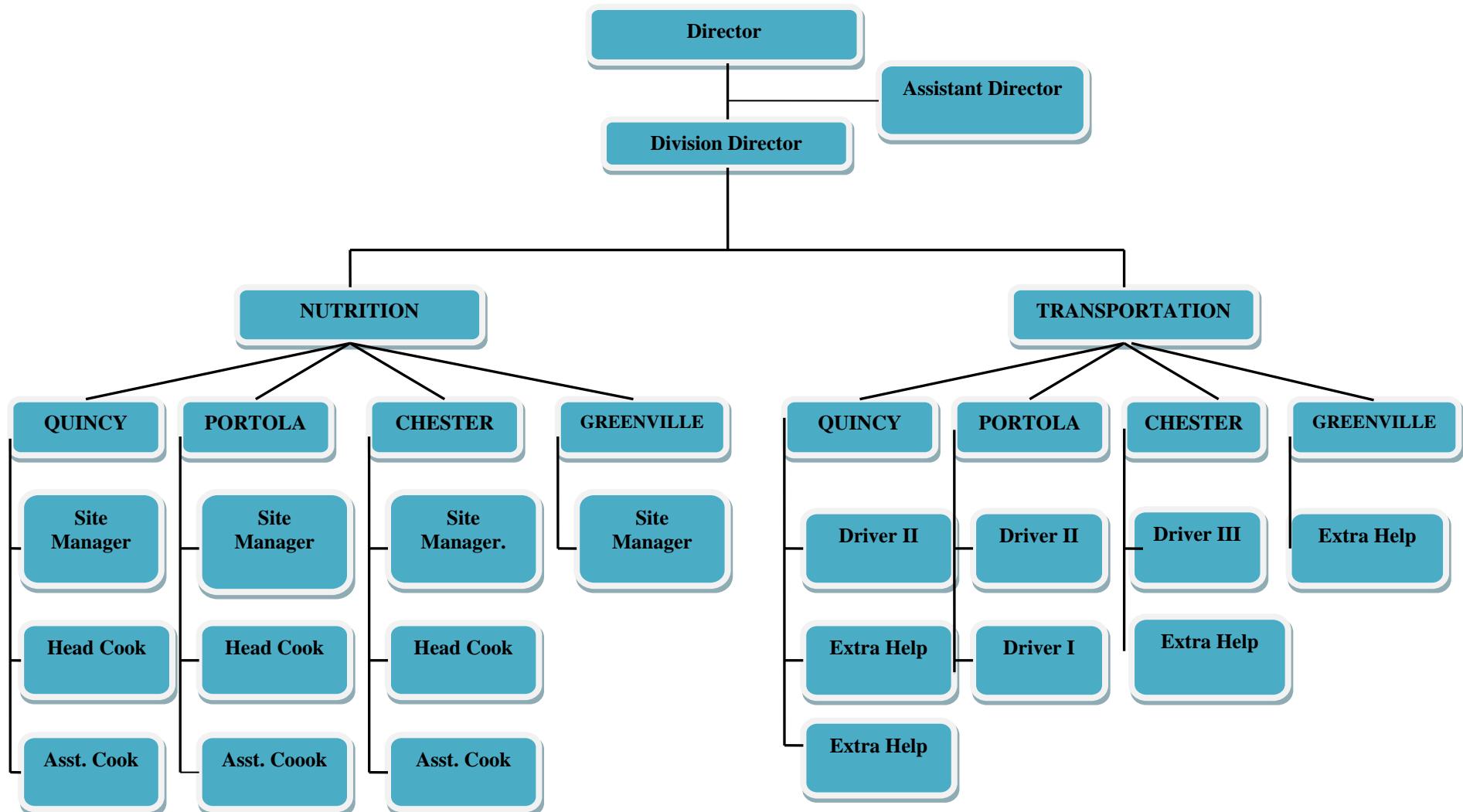
These positions are able to be funded as allocated in the FY23/24 Public Health budget.

Attachments:

1. 4-Seniors Nutrition & Transportation
2. Critical Staffing Request Driver
3. Driver I II III _201409191723035148

PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION

4



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Extra-help Driver / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?

This position is critical to provide transportation for seniors who require help in going from one location to another.

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

The Driver assists passengers while boarding and unloading; load wheel chair clients and is aware of passengers comfort. Proper reporting, including numbers served by location and type of service is essential to maintain AAA funding and contracts, which are based on utilization. Any reductions to Senior Services impact older members of our communities far more than they would other county departments

- How long has the position been vacant?

N/A – Extra Help

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 23/24 budget includes funds for this position.

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

No specific research has been performed for this position. However, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? All functions of the Senior Transportation Services in Greenville

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

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

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**

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

FY 18/19 = \$0

FY19/20 = \$0

FY20/21 = \$0

DRIVER I, II & III

DEFINITION

Under the direct supervision of the Senior Services Division Director or designee be responsible for the safe operation of the buses in the Senior Transportation division of the Plumas County Public Health Agency in accordance with County Policy and all other applicable state and federal guideline. Complies with all traffic regulations. Completes all reports required. All positions are part-time.

DISTINGUISHING CHARACTERISTICS

Drives bus to transport seniors to and from the Nutrition Site, Doctor appointments and shopping at specified times. Assist passengers while boarding and unloading; load wheel chair clients; be aware of passenger's comfort. Daily safety inspection of bus for gas, oil, tires before departing for duty.

Driver II: Be able to drive any of the buses and any route in the county.

Driver III: Have had special training. Able to help train new drivers in wheel chair tie downs and other duties.

REPORTS TO

Division Director of Senior Services or designee.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Maintain complex records, logs and ability to accurately follow regulations and guidelines.
- Receive scheduling and directions from Site Manager.
- Deliver homebound meals.
- Ability to interact with Seniors in a professional and friendly manner.
- Ability to communicate (verbally) and clearly with a variety of individuals.

Drivers I, II & III – 2

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; climb, bend, stoop, twist, crouch and kneel to secure wheelchairs and conduct vehicle inspections; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication. Be able to push wheel chair clients. Get in and out of bus to deliver meals. Lift up to 50 pounds.

DESIRABLE QUALIFICATIONS

- Shall possess the physical ability to perform all duties of the position.
- Ability to read, write and communicate effectively.
- Display proficiency in the operation of the buses and the safety of the passengers.
- Ability to pass a Pre-Employment drug screen and criminal background check in accordance with all applicable laws regarding the nature of employment.
- Observe safety as a priority while performing all duties.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Must have a high school diploma or equivalent. Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. CPR required and First Aid preferred.

Special Requirements:

Must have Class B California Driver's License with passenger endorsement; a good driving record and be insurable under the County's Insurance Policy. (The valid Class B California Drivers License must be maintained throughout employment.)

Drivers need to be able to load, tie down chairs, and unload wheel chair clients. Pick up large containers of packaged meals and deliver meals to homebound clients.

Must participate in random drug testing.

Subject to work all county holidays except New Years, Labor Day, Memorial Day, July 4, Thanksgiving and Christmas, as specified by the Area on Aging.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: October 3, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an agreement between Plumas County Public Health Agency and Quincy Parent Cooperative Organization for a 20,000 Lives Health Equity Mini-Grant project Library Books for Reluctant/Struggling Readers; effective March 1, 2023; not to exceed \$2,000.00; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

The Interim Director of Public Health respectfully recommends that the Chair ratify and sign the following agreement for Quincy Parent Cooperative Organization to receive a 20,000 Lives Health Equity Mini-Grant for their project Library Books for Reluctant/Struggling Readers; effective March 1, 2023; not to exceed \$2,000.00.

Background and Discussion:

As the Board may be aware, Plumas County Public Health Agency invites community members, organizations, local non-profits, other governmental departments and entities, and businesses in Plumas County to submit proposal ideas that will help advance health equity in our local communities. The 20,000 Lives Health Equity Mini-Grant Program focuses on advancing community health and wellness and will fund the efforts of groups or individuals dedicated to improving health equity for Plumas County residents.

Eligible projects & Grantee Responsibilities:

- Must benefit Plumas County residents.
- Should advance health equity in Plumas County.
- Should be focused on reaching vulnerable and underserved populations in Plumas County.
- Funds may be used to supplement existing programs or create new projects.
- After receiving grant funds, grantees must provide evidence of project completion. A one-time project report will be required (simple forms will be provided). PCPHA staff will provide assistance to grantees to complete the reports upon request.
- Grantees must photo-document their project activities and submit at least 10 photos as part of the reporting process.
- If a business or organization receives funding, it must display a 20,000 Lives logo in a visible location of their establishment during the use of resources provided by funding. This logo material will be provided by PCPHA separate from grant funding.
- Grantees must ensure that funded projects are held in a tobacco-free environment, including activities that take place out-of-doors.
- Make a difference and have fun!

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Public Health Agency and Quincy Parent Cooperative Organization for a 20,000 Lives Health Equity Mini-Grant project Library Books for Reluctant/Struggling Readers; effective March 1, 2023; not to exceed \$2,000.00.

Fiscal Impact:

No General Fund Impact as this agreement is funded through various programs within Public Health.

Attachments:

1. PCPHS2324QPCO

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 **Public Health Agency** (hereinafter referred to as "County"), and Quincy Parent Cooperative Organization, a Non-profit Educational Organization (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 Two Thousand Dollars (\$2,000.00).
3. **Term.** The term of this agreement shall be from March 1, 2023 through February 29, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from March 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.



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



COUNTY 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:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Contractor:

Quincy Parent Cooperative Organization
P.O. Box 3074
Quincy, CA 95971
Attention: Emily Haman, PCO Treasurer

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

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

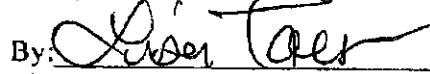
CONTRACTOR INITIALS _____

PCPHA2324QPCO

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

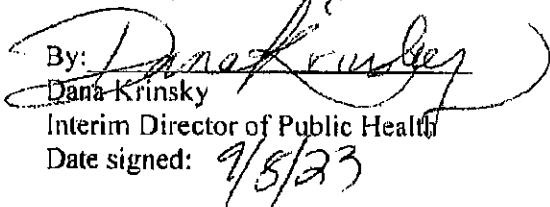
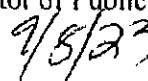
CONTRACTOR:

Quincy Parent Cooperative Organization, a Non-profit Educational Organization

By: 
Lisa Tanner
PCO President
Date signed: 
By: 
Emily Haman
PCO Treasurer
Date signed:

COUNTY:

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

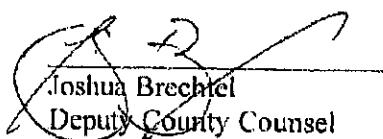
By: 
Dana Krinsky
Interim Director of Public Health
Date signed: 

By: _____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By: _____
Kristina Rogers
Deputy Clerk of the Board
Date signed:

Approved as to form:


Joshua Brechel
Deputy County Counsel

9/5/2023

 COUNTY INITIALS

EXHIBIT A

Scope of Work

- Must benefit Plumas County residents.
- Should advance health equity in Plumas County.
- Should be focused on reaching vulnerable and underserved populations in Plumas County.
- Funds may be used to supplement existing programs or create new projects.
- After receiving grant funds, grantees must provide evidence of project completion. A one-time project report will be required (simple forms will be provided). PCPHA staff will provide assistance to grantees to complete the reports upon request.
- Grantees must photo-document their project activities and submit at least 10 photos as part of the reporting process.
- If a business or organization receives funding, it must display a 20,000 Lives logo in a visible location of their establishment during use of resources provided by funding. This logo material will be provided by PCPHA separate from grant funding.
- Grantees must ensure that funded projects are held in a tobacco-free environment, including activities that take place out-of-doors.
- Make a difference and have fun!



COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

- All funds to be distributed at start of project.

COUNTY INITIALS

20,000 Lives Health Equity Mini-Grant Application

Project Title: Library Books for Reluctant/Struggling Readers

Amount Requested: \$2000.00

Project Start Date: 03/01/2023

Project End Date: 02/29/24

Organization: Parent Cooperative

Organization (PCO)

Project Contact: Laura Miller

Fiscal Agent: Emily Haman

Mail Address: PO Box 3074

Zip Code: 95971

City: Quincy

Fax: N/A

Phone: 530-260-0365

E-Mail: lmiller@pcoe.k12.ca.us

Please answer the following five (5) questions in the space provided:

1. Which population(s) will the project serve? How many people or organizations will be served? What is the geographic area in Plumas County to be served by the project? **Quincy Elementary - Alder campus has approximately 200 students from 3rd to 6th grade where 60% of the population read below their grade level. All of the students have access to their school library.**
2. How does the project relate to Health Equity in Plumas County? What community need(s) is being addressed? **Quincy Elementary - Alder students are still trying to recover from the affects of the pandemic and trying to academically "catch-up" to be reading at grade level. In addition, the campus has a 51.3% socio-economic disadvantaged population. The library is seeking to provide books that are age appropriate engaging and interesting while at a low reading level and without bringing undue attention to the student. The students want to read chapter books or novels, but are not able because they can not read at that level. The hi-lo books being requested will look like chapter books or novels, but at a lower reading level. Furthermore, the library is seeking to expand their collection to be more diverse and replenish any missing books that are popular with the students. The goal is to encourage reading for all and hoping that the reluctant readers will find a book/series to read, the struggling readers will improve their reading skills and all readers**

will continue to grow with new interests and continue reading.

3. List the project's activities and when each activity will occur:

Project Activity Description	Timeline
	Beginning Month /Year
	End Month/Year
Order Hi-Lo Books for 3rd-6th Graders (books will be at 1st-4th reading level)	March 2023 - May 2023
Order Diverse Books	March 2023 - May 2023
Order Replacement Books that are missing from series or lost that are popular	March 2023 - May 2023

4. Provide a brief explanation of the cost of carrying out project activities.

Activity	Budget
Hi-Lo Books (Fiction and Non-Fiction)	\$1200.00
Diverse Books	600.00
Replacement Books	400.00

5. How will you know whether or not the activities or services of the proposed project were accomplished? Increased circulation in the library where the objective is to have students wanting to read with a “good fit” book and their language arts scores should also increase. The students will also demonstrate a more positive attitude towards reading and have a new found self confidence.

Print Name

Laura Miller

Signature of Applicant Date

Laura Miller



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Lindsay Fuchs, County Librarian

MEETING DATE: October 3, 2023

SUBJECT: **Approve and authorize Plumas County Library to recruit and fill, funded and allocated, vacant one (1) Extra Help Literacy Program Assistant position for the Chester Branch; (General Fund Impact).**

Recommendation:

Authorize the County Librarian/Interim County Librarian to recruit and fill the vacant Extra Help Literacy Program Assistant position for Chester Branch.

Background and Discussion:

The position is crucial to continue and increase the Plumas County Literacy program out of the Chester Branch, which provides needed services to the community and extra funding/grant opportunities for the Literacy Department.

Action:

Authorize the County Librarian/Interim County Librarian to recruit and fill the vacant Extra Help Literacy Program Assistant position for Chester Branch.

Fiscal Impact:

Hours originally planned for and put in the FY23/24 budget for the Quincy Extra Help Literacy Program Assistant are being used for the Chester Extra Help Literacy Program Assistant position instead.

Attachments:

1. Critical Staffing Questionnaire - Lit Program Assistant
2. Organizational Chart for Plumas County Library and Literacy System
3. Literacy Program Assistant I Job Description

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2023/2024

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

The position is crucial to continue the Plumas County Literacy program out of the Chester Branch, which provides needed services to the community and extra funding/grant opportunities for the Literacy Department.

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

This position is vital to the operation of the Literacy Program out of the Chester Library Branch, which only currently has one employee (.475 FTE) doing all Literacy services and tasks. Chester Branch has a limited number of service hours they can currently provide, which is less than there is an ongoing demand for by learners and patrons. Their current volunteer staff has slowly decreased since COVID-19.

3. How long has this position been vacant?

Chester Branch did not previously have an Extra Help Literacy Program Assistant; hours from Quincy Branch Extra Help Literacy Program Assistant (used for a position that has been vacated) are being used for this position.

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

This position is Extra Help and will be using Other Wages.

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

Other counties who run similar programs through the Literacy and/or Library systems have similar positions.

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

Chester Branch will need to limit service hours without this position. Programs such as Adult Services, Family Literacy, ELLI and ESL, as well as several others, will not be available to needed levels.

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

The program and its participants are included in the reports we send to the CA State Library, which in turn decides on the grant funding distribution using a formula that includes learner totals and instructional hours. The increase of learners and hours positively affects funding in future fiscal years.

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

N/A

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

No.

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

This position is Extra Help and is at-will. This is a General Fund dept.

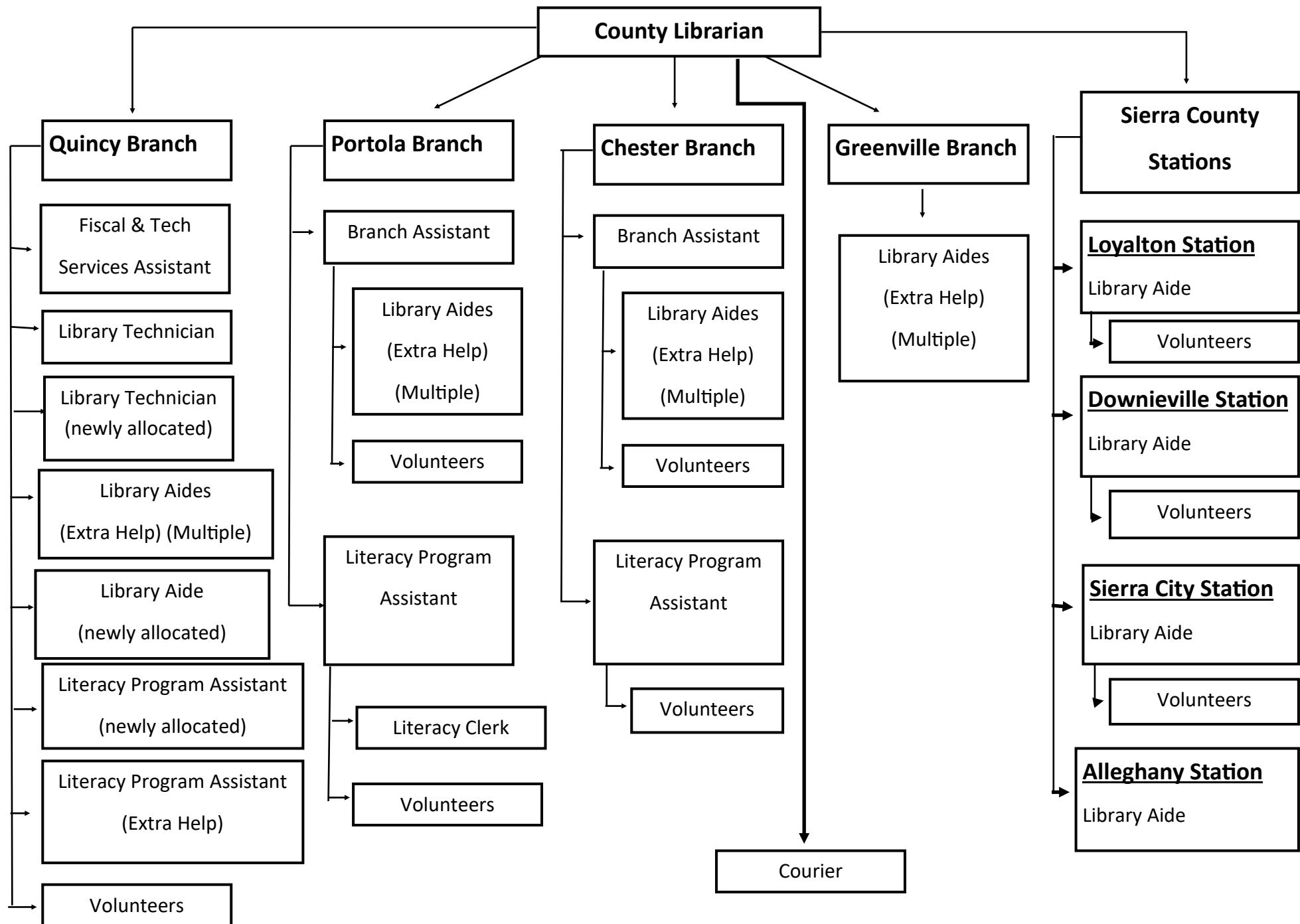
10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

The immediate filling of this position will not impact the Dept/General Fund as funding has already been sent aside for the fiscal budget, and hours at the Quincy Branch are instead being moved to the Chester Branch for this position.

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

No, the department is funded by the General Fund and grants.

PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART



LITERACY PROGRAM ASSISTANT I

DEFINITION

Under supervision assists with the development, implementation and management of the ongoing operation of a program or programs in a field office of the Plumas or Sierra County Literacy Program.

DISTINGUISHING CHARACTERISTICS

This is the first level of the Literacy Program Assistant class, under the supervision of the County Literacy Coordinator, with general responsibility. As the incumbent's breadth of knowledge and experience increases and the ability to perform a variety of assignments without close supervision is demonstrated, he/she may reasonably expect promotion to the next higher level of Literacy Program Assistant II.

REPORTS TO

The County Literacy Coordinator.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

LITERACY PROGRAM ASSISTANT I - 2

EXAMPLES OF DUTIES

- Responds to public inquiries about the Plumas County Literacy Program, providing a variety of information as needed.
- Recruits and oversees the training and activities of volunteer literacy tutors.
- Matches tutors with students.
- Evaluates tutors and monitors the progress of adult learners.
- Assists the preparation of public relations information.
- Carries out the data collection and evaluation methods for evaluating program effectiveness and quality review.
- Trains volunteer program and office assistants.
- Schedules literacy meetings and workshops.
- Assists with the development of volunteer training programs.
- Monitors tutoring sites.
- Assists with the development of a county wide coalition of community leaders to promote the program.
- Assists with the development of a collection of adult reading and training material.
- Assists with preparation of grant applications and administration of the literacy grant.
- Assists with preparation of requisite program reports.
- Performs general office support.
- Performs a variety of public relations activities for the Plumas County Literacy Program.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

LITERACY PROGRAM ASSISTANT I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Functions, services, policies, and procedures of a public library system.
- Basic knowledge of the goals and objectives of a literacy program.
- Public and community relations methods and principles.
- Data collection and analysis.
- Principles of recruiting, supervising, and training volunteer program staff.

Ability to:

- Assists with developing and implementing a county wide literacy program in conjunction with the public library system.
- Recruit, train, and supervise volunteer tutor and office support staff.
- Collect and analyze information and data.
- Prepare clear and concise reports.
- Make effective public presentations.
- Utilize a computer in program support assignments.
- Effectively represent the Plumas County Library System and Literacy Program in contacts with the public, community organizations, other County staff, other literacy programs, and other government agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Previous background and experience in recruiting and developing volunteer efforts is highly desirable.

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



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: October 3, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health for an acute psychiatric hospital, offering mental health and stabilization services; effective March 1, 2023; not to exceed \$120,000; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health for an acute psychiatric hospital, offering mental health and stabilization services; effective March 1, 2023; not to exceed \$120,000 No General Fund Impact.

Background and Discussion:

Sacramento Behavioral Health is an acute psychiatric hospital, offering mental health and stabilization services for teens, adults, and senior adults suffering from depression, suicide attempts, anxiety, bipolar disorder, psychosis, schizophrenia. Additional treatment services offered are electroconvulsive therapy and interventional psychiatry.

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sacramento Behavioral Health for an acute psychiatric hospital, offering mental health and stabilization services; effective March 1, 2023; not to exceed \$120,000 No General Fund Impact.

Fiscal Impact:

No impact on the General Funds

Attachments:

1. 2.E.1.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Sacramento Behavioral Healthcare Hospital LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$120,000.00
CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments,
3. **Term.** The term of this Agreement commences on March 1, 2023, and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by for March 1, 2023, to date of Sacramento Behavioral Healthcare Hospital, LLC 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. **Continuation of Services After Termination.** Upon the request of the County or in accordance with applicable state law, Contractor shall continue to provide medically necessary covered services to County beneficiaries who are receiving services from Contractor as of the date of termination of this Agreement for a period of ninety (90) days or until the County beneficiary can be safely discharged or transferred to another facility. County shall continue to pay Contractor for such services at Contractor's contracted rate.
6. **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.

7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **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. **Indemnification.** The parties agree to indemnify, defend and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative fault. Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a

financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Melanie Nelson, CEO
Sacramento Behavioral Healthcare Hospital, LLC
1400 Expo Parkway
Sacramento, CA 95815

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

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

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

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

29. **Grievance, appeal, expedited appeal and fair hearing procedures and timeframes**
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

30. The attached BAA is hereby incorporated by this reference and made a part of this agreement.

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

CONTRACTOR:

By: _____

Name: Melanie Nelson

Title: CEO

Date signed:

CONTRACTOR:

By: _____

Name: Wade Sturgeon

Title: CFO

Date signed:

COUNTY:

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

By: _____

Name: Sharon Sousa, LMFT

Title: Behavioral Health Director

Date signed:

APPROVED AS TO CONTENT:

By: _____

Name: Greg Hagwood

Chair, Board of Supervisors

Date Signed:

ATTEST:

By: _____

Name: Kristina Rogers

Deputy Clerk, Board of Supervisors

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

9/6/2023

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Sacramento Behavioral Healthcare Hospital, LLC referred to herein as Business Associate (“BA”), dated March 1, 2023.

RECITALS

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

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

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

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

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

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

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

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

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

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

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

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

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

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

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

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

3. Termination

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

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

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

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

BUSINESS ASSOCIATE

Name: Melanie Nelson
Title: Chief Executive Officer
Address: 1400 Expo Parkway
Sacramento, CA 95815

Signed: _____

Signed: _____

Date: _____

Date: _____

EXHIBIT A - SCOPE OF WORK

Sacramento Behavioral Healthcare Hospital is an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults, and senior adults suffering from depression, suicide attempts, self-harm, suicide ideation, severe anxiety, bipolar disorder, psychosis, schizophrenia. Additional treatment services for co-occurring psychiatric and substance use conditions, crisis intervention, electroconvulsive therapy and interventional psychiatry services are also offered.

Inpatient care provides an intensive, safe, secure and therapeutic environment for those with acute psychiatric or co-occurring mental health and substance use issues. Treatment teams provide 24 hour monitoring, treatment, and stabilization for patients.

Outpatient care helps individuals transition from the inpatient hospital setting, led by psychiatrists, nurses, therapists and service coordinators, working together providing physician oversight, medication management, group therapy, peer support, to establish a discharge plan to re-connect clients with their community provider.

Licensed Clinicians integrate evidence-based practices such as Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and Eye Movement Desensitization and Reprocessing to provide modern, safe, and effective clinical care while helping clients achieve their treatment goals.

EXHIBIT B – FEE SCHEDULE

Medi-Cal Beneficiaries

Activity Rate

Per Diem Acute Facility Psychiatric Day Rate (Adult) \$1,608/Day

Per Diem Acute Facility Psychiatric Day Rate (Older Adult) \$1,637/Day

Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent) \$1,769/Day

Administrative Day Services \$950/Day

County Funded Clients, Non-Medi-Cal, No Other Payer Source Available

Activity Rate

Per Diem Acute Facility Psychiatric Day Rate (Adult) \$1,608/Day

Per Diem Acute Facility Psychiatric Day Rate (Older Adult) \$1,637/Day

Per Diem Acute Facility Psychiatric Day Rate (Adolescent) \$1,769/Day

Administrative Day Services \$950/Day

INVOICING AND PAYMENT:

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



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: October 3, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Healthcare for an acute psychiatric hospital, offering mental health and stabilization services; effective March 1, 2023; not to exceed \$100,000; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Healthcare for an acute psychiatric hospital, offering mental health and stabilization services; effective March 1, 2023; not to exceed \$100,000 No General Fund Impact.

Background and Discussion:

Aurora Behavioral Healthcare is an acute psychiatric hospital, offering mental health and stabilization services for teens, adults, and senior adults suffering from depression, suicide attempts, anxiety, bipolar disorder, psychosis, schizophrenia. Additional treatment services offered are electroconvulsive therapy and interventional psychiatry. Approved as to form by County Counsel

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Healthcare for an acute psychiatric hospital, offering mental health and stabilization services; effective March 1, 2023; not to exceed \$100,000. Approved as to form by County Counsel. No General Fund Impact.

Fiscal Impact:

No General Funds Impact

Attachments:

1. 2.E.2.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Aurora Behavioral Healthcare -Santa Rosa, LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$100,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments,
3. **Term.** The term of this Agreement commences on March 1, 2023, and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by for March 1, 2023, to date of Aurora Behavioral Healthcare Santa Rosa, LLC 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. **Continuation of Services After Termination.** Upon the request of the County or in accordance with applicable state law, Contractor shall continue to provide medically necessary covered services to County beneficiaries who are receiving services from Contractor as of the date of termination of this Agreement for a period of ninety (90) days or until the County beneficiary can be safely discharged or transferred to another facility. County shall continue to pay Contractor for such services at Contractor's contracted rate.
6. **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.

7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **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. **Indemnification.** The parties agree to indemnify, defend and hold each other harmless for any claim, demand, loss, lawsuit, settlement, judgment, or other liability, and all related expenses which may accrue, arising from or in connection with a claim of a third party arising from a negligent or otherwise wrongful act or omission of the other party, its agents or employees. If each party claims and is entitled to indemnity from the other, the liability of each to the other shall be determined according to principles of comparative fault. Indemnity shall include damages, reasonable costs, reasonable expense, and reasonable attorney's fees as incurred by the party indemnified. The foregoing indemnification provision will remain in effect following the termination of this Agreement.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. **Notice Addresses.** All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Tristan Ivy, CEO
Aurora Behavioral Healthcare Santa Rosa, LLC
1287 Fulton Road
Santa Rosa, CA 95401

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR

9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

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

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working

days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

30. The attached BAA is hereby incorporated by this reference and made a part of this agreement.

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

CONTRACTOR:

Aurora Behavioral Health, LLC

By: _____

Name: Tristan Ivy

Title: Chief Executive Officer

Date signed:

COUNTY:

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

By: _____

Name: Sharon Sousa, LMFT

Title: Behavioral Health Director

Date signed:

APPROVED AS TO CONTENT:

By: _____

Name: Greg Hagwood

Chair, Board of Supervisors

Date Signed:

ATTEST:

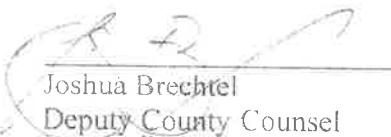
By: _____

Name: Kristina Rogers

Deputy Clerk, Board of Supervisors

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

9/6/2023

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Sacramento Behavioral Healthcare Hospital, LLC referred to herein as Business Associate (“BA”), dated March 1, 2023.

RECITALS

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

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

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

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

f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

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

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Tristan Ivy
Title: Chief Executive Officer
Address: 1287 Fulton Road
Santa Rosa, CA 95401

Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Aurora Behavioral Healthcare Hospital is an acute psychiatric hospital offering mental health treatment and stabilization services for teens, adults, and senior adults suffering from depression, suicide attempts, self-harm, suicide ideation, severe anxiety, bipolar disorder, psychosis, schizophrenia. Additional treatment services for co-occurring psychiatric and substance use conditions, crisis intervention, electroconvulsive therapy and interventional psychiatry services are also offered.

Inpatient care provides an intensive, safe, secure and therapeutic environment for those with acute psychiatric or co-occurring mental health and substance use issues. Treatment teams provide 24 hour monitoring, treatment, and stabilization for patients.

Outpatient care helps individuals transition from the inpatient hospital setting, led by psychiatrists, nurses, therapists and service coordinators, working together providing physician oversight, medication management, group therapy, peer support, to establish a discharge plan to re-connect clients with their community provider.

Licensed Clinicians integrate evidence-based practices such as Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and Eye Movement Desensitization and Reprocessing to provide modern, safe, and effective clinical care while helping clients achieve their treatment goals.

EXHIBIT B – FEE SCHEDULE

Medi-Cal Beneficiaries

Activity Rate

Per Diem Acute Facility Psychiatric Day Rate (Adult) \$1,608/Day

Per Diem Acute Facility Psychiatric Day Rate (Older Adult) \$1,637/Day

Per Diem Acute Facility Psychiatric Day Rate (Child/Adolescent) \$1,769/Day

Administrative Day Services \$950/Day

County Funded Clients, Non-Medi-Cal, No Other Payer Source Available

Activity Rate

Per Diem Acute Facility Psychiatric Day Rate (Adult) \$1,608/Day

Per Diem Acute Facility Psychiatric Day Rate (Older Adult) \$1,637/Day

Per Diem Acute Facility Psychiatric Day Rate (Adolescent) \$1,769/Day

Administrative Day Services \$950/Day

INVOICING AND PAYMENT:

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



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: October 3, 2023

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation Department and Berry Enterprises, Inc, doing business in California as Sierra Electronics for automotive component installation services; effective September 20, 2023; not to exceed \$4,000.00; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Chair to sign a Services Agreement between the Plumas County Probation Department and Berry Enterprises, Inc. a Nevada corporation, dba Sierra Electronics in California for automotive component installation services, not to exceed \$4,500.00 in Fiscal Year 2023-2024; No General Fund impact.

Background and Discussion:

Plumas County Probation is continuing to contract with Berry Enterprises Inc., dba Sierra Electronics, for installation of automotive components into Probation vehicles, including cages and radios. The service and installation of components will take place in Sparks, Nevada.

Action:

It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign and ratify the agreement.

Fiscal Impact:

The funding for this contract will vary between AB109, SB678 and the Youthful Offender Block Grant, depending on which funding source the vehicle was originally purchased through.

Attachments:

1. Prob - Sierra Elec FY23.24 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 Berry Enterprises, Inc., a Nevada corporation, dba in California as Sierra Electronics, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00).
3. Term. The term of this agreement shall be from September 20, 2023 through September 19, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

 COUNTY INITIALS

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

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

Contractor:

Sierra Electronics
690 E. Glendale Avenue, Ste. 9B
Sparks, NV 89431
Attention: Jarrel Walton, President
Telephone: (775)359-1121

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.

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- 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:

Sierra Electronics, a Nevada Corporation

By: Jarrel Walton

Name: Jarrel Walton

Title: President

Date signed: 9/8/23

By: Donna Walton

Name: Donna Walton

Title: Secretary

Date signed: 9-8-23

COUNTY:

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

By: Keevin Allred

Name: Keevin Allred

Title: Chief Probation Officer

Date signed:

By: _____

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date Signed:

Attest:

By: _____

Name: Kristina Rogers

Title: Deputy Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

8/23/2023



COUNTY INITIALS



CONTRACTOR INITIALS

EXHIBIT A

Scope of Work

Sierra Electronics provides sales, service and installation for upfitting public safety vehicles with specialized equipment including, but not limited to light bars, siren controllers, push bumpers, mobile data terminals, vehicle cages.

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CONTRACTOR INITIALS W

EXHIBIT B

Fee Schedule

1. Contractor's work must be completed to County's sole satisfaction.
2. Contractor will provide a written estimate prior to any work being started. Contractor may not exceed or bill County for more than the written estimate authorized by the County. If at any time Contractor believes service will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing service. The hourly labor rate is \$80.00 per hour. In no event will the total amount paid under this contract exceed Four Thousand Five Hundred Dollars (\$4,500.00)

 COUNTY INITIALS

CONTRACTOR INITIALS 



**PLUMAS COUNTY
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: October 3, 2023

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation Department and Environmental Alternatives, dba EA Family Services to provide housing to Probation clients; effective August 25, 2023; not to exceed \$126,000.00; (No General Fund Impact);** approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and Environmental Alternatives, dba EA Family Services, in an amount not to exceed \$126,000 for housing up to 3 probationers during the term of August 25, 2023, through August 24, 2024.

Background and Discussion:

The Plumas County Probation Department is continuing to contract with Environmental Alternatives to provide housing to Probation clients through the 2023-2024 Year. The goal of this program is to provide qualified individuals with a residence and a broad array of services to promote:

- Appropriate supervision by the Probation Department
- A stable and secure living arrangement
- Progressively increased normalcy and integration in accord with participant capacities
- Sustained lawfulness
- Optimal use of existing community resources
- Accommodations for mental and physical handicaps
- A better quality of health and life
- Increased success with independent living skills

Action:

It is respectfully requested that the Board of Supervisors approve and authorize the Chair to ratify and sign the service agreement.

Fiscal Impact:

There are three funding sources available to allocate funding on a per case basis: SB678 for Felony offenders, AB109 for Post Release Community Supervision clients, and Pretrial for Pretrial clients.

Attachments:

1. Prob - EA FY23.24 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 Environmental Alternatives, dba EA Family Services, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Twenty-Six Thousand Dollars (\$126,000).
3. Term. The term of this agreement shall be from August 25, 2023 through August 24, 2024 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 25, 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.

 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

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:

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

Contractor:

Environmental Alternatives dba EA Family Services
350 Main Street
Quincy, CA 95971
Attention: Melody King, Executive Director

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

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

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

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the

 COUNTY INITIALS

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:

Environmental Alternatives, dba EA Family Services, a California Corporation

By: Melody King
Name: Melody King
Title: Executive Director
Date signed:

By: Jerome Dorris
Name: Jerome Dorris
Title: Chief Financial Officer
Date signed:

COUNTY:

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

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

By: _____
Name: Greg Hagwood
Title: Board of Supervisors - Chair
Date signed:

Attest:

By: _____
Name: Kristina Rogers
Title: Deputy Clerk of the Board
Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

8/24/2023


COUNTY INITIALS

CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

The Plumas County Probation Department will refer adult clients on supervision to EA Family Services to provide housing and services. The goal of this program is to provide qualified individuals with a residence and a broad array of services to promote:

- A stable and secure living arrangements
- Progressively increased normalcy and integration in accord with participant capacities
- Sustained lawfulness
- Optimal use of existing community resources
- Accommodations for mental and physical handicaps
- A better quality of health and life
- Increased success with independent living skills

EA Family Services will:

- Administer the ANSA within 30 days of intake
- Update the ANSA per each major change or every six months
- Complete quarterly Key Event Tracking (KET) forms and regular client and community partner satisfaction surveys to track events such as job acquisition, incarceration, homelessness, hospitalization, etc.
- Provide a Continuous Quality Improvement team, led by the QA Director, which will meet monthly to review areas for improvement in each program, agency wide.
- Provide a Case Manager whose major responsibility is to develop a trusting, supportive relationship.
- Find and secure residence with assistance with move in and move out of residence
- Provide financial assistance for rent and utilities, security, and deposits
- Provide a comfortable environment with a television, TV service and internet services, all necessary furniture, cooking equipment and utensils, occasional financial assistance for food, clothing and incidentals, a monthly bus pass, transportation assistance for ordinary obligations, and temporary storage of participant property in accordance with the State law and County request.
- Provide intensive case management and coordination services
- Provide referral and assistance with appointments (job, financial, medical, legal, educational, etc.)
- Provide employment readiness training, independent living skills training, including budgeting and banking assistance
- Provide phone and/or in-person crisis response availability on a 24/7 basis

EXHIBIT B

Fee Schedule

Plumas County Probation will provide base compensation in the amount of Seven Thousand Dollars (\$7,000.00) per month to EA Family Services for up to two (2) Probation clients housed in individual units with the agreed upon services as outlined in Exhibit A for the duration of the contract.

In addition, Plumas County Probation will provide variable compensation in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) per month to EA Family Services on an as-needed basis for housing and services for one (1) additional Probation client as outlined in Exhibit A for up to 12 months.

 COUNTY INITIALS



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: October 3, 2023

SUBJECT: **Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacant One (1) FTE Road Maintenance Lead Worker position in the Quincy Maintenance District; (No General Fund Impact).**

Recommendation:

The Director of Public Works respectfully recommends that the Board of Lead Workers authorize the Department to fill the vacancy of one (1) FTE Road Maintenance Lead Worker in the Quincy Maintenance District.

Background and Discussion:

One (1) FTE Road Maintenance Lead Worker has promoted from the Quincy Maintenance Crew to fill the Road Maintenance Supervisor position vacated by retirement effective September 25, 2023.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY23/24 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Road Maintenance Lead Worker position in the Quincy Maintenance District

Fiscal Impact:

No General Fund Impact

Attachments:

1. Critical Staffing
2. Department Org Chart
3. Job Description PW Lead-Worker

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Lead Worker – Quincy

- Is there a legitimate business, statutory or financial justification to fill the position?

Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges. Lead Workers help direct the workforce

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

Lead Workers are subject to 24 hour “call out” for road related emergencies and snow removal.

- How long has the position been vacant?

This position became vacant effective September 25, 2023.

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 23/24 budget includes funds for this position.

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

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

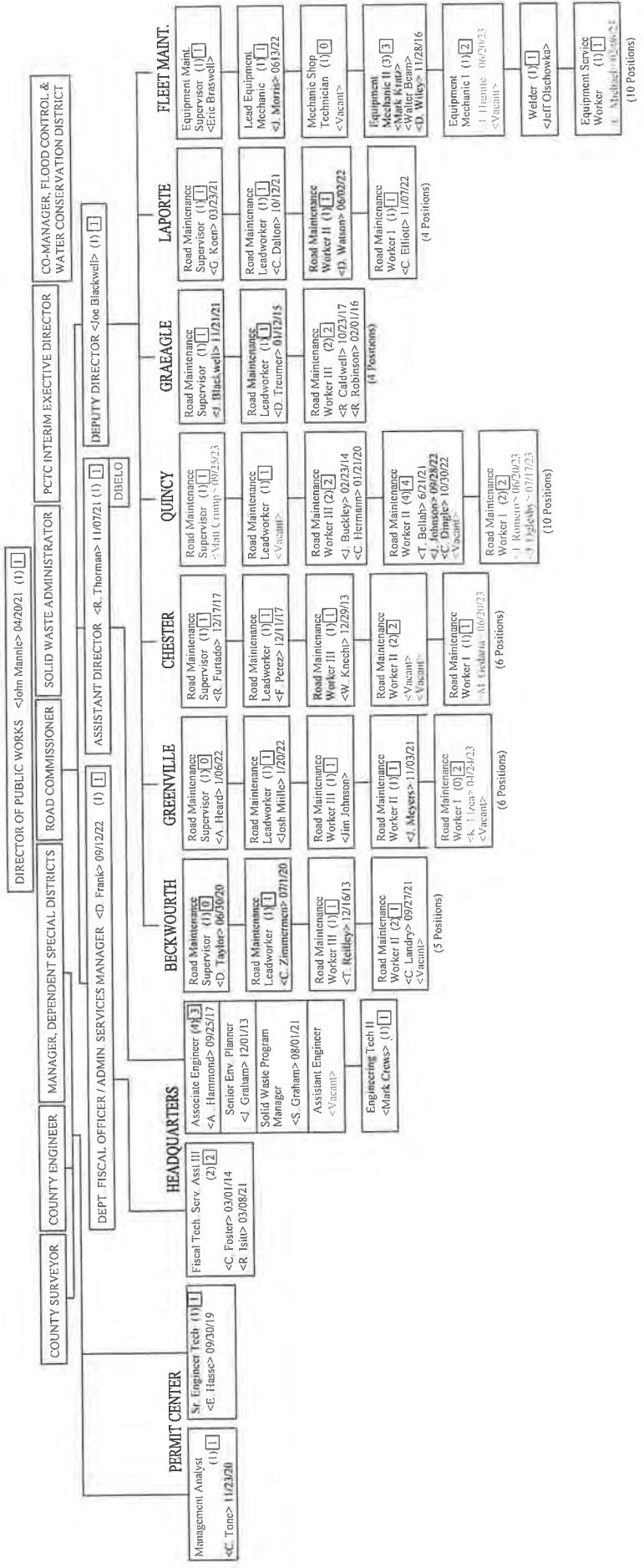
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

20/21 \$0

21/22 \$0

22/23 \$0

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART



Director of Public Works
Revision Date: 09/20/23

PUBLIC WORKS MAINTENANCE LEAD WORKER

DEFINITION

Under general supervision, to provide lead direction and work coordination for Public Works Maintenance Workers; to serve as an Assistant Public Works Maintenance Supervisor; to skillfully operate a variety of construction and maintenance equipment such as trucks, heavy power-driven road maintenance and construction equipment, and snow removal equipment; to perform a variety of assignments in the maintenance, repair, and construction of roads, bridges and drainage systems; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the lead supervision level in the Public Works Maintenance Worker Class series. Incumbents are assigned lead and work coordination responsibilities for a small group of Public Works Maintenance Workers. They may also assume responsibility for an entire crew in the absence of a Public Works Maintenance Supervisor. In addition, incumbents are assigned to operate a wide variety of heavy construction and maintenance equipment. The operation of this equipment is characterized by a high degree of skill in manipulation of hand and foot controls and accuracy in moving materials to exact specifications. This class is distinguished from the Public Works Maintenance Worker III class in that incumbents have lead responsibilities in addition to skilled equipment operation duties. Incumbents in this class are subject to twenty-four hour "call-out" for road related emergencies and snow removal.

REPORTS TO

Public Works Maintenance Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

PUBLIC WORKS MAINTENANCE LEAD WORKER - 2

EXAMPLES OF DUTIES

- Provides lead direction, training, and work coordination for other Public Works Maintenance Workers.
- May serve as a member of the Safety Committee and attend safety meetings.
- May serve as Public Works Maintenance Supervisor in the Supervisor's absence.
- Operates a variety of trucks in the hauling of road fill and base materials for construction, maintenance, and repair projects.
- Operates snow removal equipment.
- Operates crawlers, tractors, loaders, power booms, chippers, graders, and other power-driven equipment.
- Uses backhoe attachments on appropriate equipment; operates transports for heavy equipment.
- Performs minor maintenance on equipment.
- Performs semi-skilled concrete work in the construction and maintenance of culverts, headwalls, bridges and related structures.
- Mixes and places concrete.
- Performs a variety of road maintenance functions such as patching roads, cutting brush, clearing culverts, cleaning ditches, or painting guard rails.
- Operates hand tools such as jackhammers and chain saws.
- Cares for and services equipment.
- Acts as a flag person for road repair and maintenance crews.
- Performs shovel work, opening, widening, and backfilling excavations.
- May mix and spray pesticides.
- Maintains records of materials and equipment used.
- May perform maintenance and repairs on construction equipment.

TYPICAL PHYSICAL REQUIREMENTS

Frequently stand and walk; sit for extended periods; ability to stoop, kneel or crouch to pick up or move objects; walk for long distances and on sloped ground and uneven surfaces; lift and move objects weighing over 100 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of maintenance equipment such as backhoes, graders, front end loaders, and snowplows.

TYPICAL WORKING CONDITIONS

Work is performed outdoors in varying temperature, weather, and humidity condition; work is performed in environment with constant noise; exposure to grease and oils; exposure to moving equipment; exposure to electrical current; constant contact with staff and the public.

PUBLIC WORKS MAINTENANCE LEAD WORKER - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Procedures, tools, equipment, and materials used in the maintenance and construction of roads, bridges, and public works facilities.
- Operation and routine maintenance of construction equipment including loaders, graders, trucks, rollers, and related equipment.
- Provisions of the California Vehicle Code relating to the operation of medium and heavy equipment on streets and roads.
- Work safety methods and programs.
- Principles of training, work coordination, and lead direction.

Ability to:

- Provide lead direction and work coordination for an assigned group of Road Maintenance Workers.
- Train other staff in equipment operation.
- Perform a variety of unskilled, semi-skilled, and skilled work in the maintenance, construction, and repair of County roads, bridges, culverts, and public works facilities.
- Skillfully operate heavy road construction and maintenance equipment including loaders, graders, trucks, rollers and related equipment.
- Skillfully operate snow removal equipment.
- Maintain time and equipment records.
- Perform heavy physical labor.
- Maintain and make repairs to equipment.
- Establish and maintain cooperative working relationships.

PUBLIC WORKS MAINTENANCE LEAD WORKER - 4

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of road maintenance work and construction experience comparable to that of a Public Works Maintenance Worker III with Plumas County. Work experience must include training and background in heavy equipment operation.

Special Requirements: Possession of an appropriate valid and current California Driver's License required to meet the performance requirements of the position.

Incumbents transporting hazardous materials may be required to possess special endorsements.



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: October 3, 2023

SUBJECT: Approve and authorize Chair to sign an amendment to agreement between Plumas County and Vestra Resources, Inc. increasing compensation and amending Exhibits A, B & C; effective at execution; not to exceed \$97,900.00; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair and the Director of Public Works to execute the attached amendment to PWSW 23-003, increasing the total compensation to not exceed \$97,900.

Background and Discussion:

On February 22, 2023, Public Works entered into a contract with Vestra Resources, Inc. for compliance and monitoring support work at Plumas County's landfills. The contract has a total compensation of \$80,900 dollars. Due to regulatory changes from the Regional Water Quality Control Board; Vestra's reporting duties increased such that the initial compensation was no longer sufficient to cover the remainder of their work under the term of the contract. Vestra estimates that the additional work will cost \$13,000 over the remainder of the contract term, through December 31, 2023.

Additionally, in August of 2023, Plumas County Public Works began accepting free soils from Pacific Gas and Electric's free spoils program. These spoils were received at Chester Landfill and were intended to be used as Landfill Cover as part of the County's ongoing maintenance and corrective action requirements. The extra reporting requirements created from accepting these spoils was calculated to cost \$4,000 over the remainder of the contract term.

Staff drafted the attached amendment, increasing the total compensation by \$17,000 to account for these additional reporting duties. The attached amendment, increasing the not to exceed compensation amount to \$97,900, has been approved as to form by County Counsel.

Action:

Approval to execute amendment to 2023 Professional Compliance Support Agreement with Vestra Resources, Inc.

Fiscal Impact:

No General Fund Impact

Attachments:

1. 23-689 FINAL - VESTRA Exec

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND Vestra Resources, Inc.

This First Amendment to Agreement ("Amendment") is made on _____, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and **Vestra Resources, Inc.** ("CONTRACTOR") who agrees as follows:

- 1. Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and **Vestra Resources, Inc.** have entered into a written Agreement dated **February 22nd, 2023**, (the "Agreement"), in which **Vestra Resources, Inc** agreed to provide professional compliance support services to Plumas County.
 - b. Because of updated requirements by the Regional Water Quality Control Board and unforeseen costs associated with Plumas County accepting material at Chester Landfill as part of ongoing corrective action measures, the original estimated scope of work for PW23-003 is no longer sufficient to complete the necessary reporting requirements. As such, the parties desire to change the Agreement.
- 2. Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 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 shall not exceed Ninety-Seven Thousand, Nine hundred Dollars (\$97,900)
 - b. Exhibits A (specifically Task 1, 2 and 4), B (specifically the addition of a cost estimate) and C (an updated rate schedule) are amended to include additional services and compensation as outlined in this clause and reflected in the attached scope of work and fee schedule amendment.
- 3. Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated **February 22nd, 2023**, shall remain unchanged and in full force and effect.

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

CONTRACTOR:

Vestra Resources, Inc., a California corporation

By: Arthur Stackhouse

Arthur Stackhouse
Chief Executive Officer
Date signed:

By: Kimberly Wilkes

Kimberly Wilkes
Chief Financial Officer
Date signed:

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: _____

Greg Hagwood
Chair, Board of Supervisors
Date signed:

ATTEST

By: _____

Kristina Rogers
Deputy Clerk of the Board of Supervisors
Date Signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

9/13/2023



5300 Aviation Drive | Redding, CA 96002
Phone 530.223.2585 | Fax 530.223.1145
info@vestra.com | www.vestra.com

September 11, 2023

GIS, Environmental, & Engineering Services

702010

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

Via Email
johnmannle@countyofplumas.com

**RE: Contract Amendment
PWSW23-003
Corrective Action
Chester Landfill
WQ Order 2019-0006-DWQ**

Dear Mr. Mannle:

As you are aware, VESTRA has been working with Pacific Gas and Electric Company (PG&E), the Regional Water Quality Control Board (RWQCB) and your department to perform the required corrective action at the Chester Landfill. This work has entailed considerable time reviewing analytical and environmental data related to soil spoils being provided by PG&E for the re-grading of the landfill cap. Each lot of soil must be reviewed, compared to relevant screening criteria, and signed off by the RWQCB and CalRecycle. This has entailed more staff hours than we originally estimated. It is also an ongoing process expected to last into next year. For this reason, we have prepared this contract amendment to cover the additional costs associated with the corrective action at the Chester Landfill. This addendum covers soil review/acceptance, regulatory correspondence, site visits, and ongoing management of the corrective action.

This amendment also covers increased sampling and reporting costs that were incurred during the 2023 calendar year. These arose due to the completion of five-year constituent of concern sampling, which had not been previously budgeted for. The sampling was required by the RWQCB to take advantage of the recovery in groundwater elevations following a prolonged period of drought. It had not originally been included in the estimated costs. Additional staff time and laboratory analytical costs are included in this amendment.

Estimated costs are given in the attached Scope. Task numbers have been carried forward from our existing contract to minimize confusion. If you approve of this contract amendment, please sign where indicated below. Note that this amendment covers only the remainder of the 2023 calendar year as the primary contract (PWSW23-003) is due for renewal in early 2024.

If you have any questions, please contact me at 530-223-2585.

Exhibit "A"
SCOPE OF WORK
CORRECTIVE ACTION - CHESTER LANDFILL
2023

Task 1 Groundwater Sampling and Analysis (Updated)

Groundwater sampling and analysis costs under this task have been updated to include the additional staff hours spent mobilizing for and collecting five-year constituent of concern (five-year COC) samples from Monitoring Wells CL-4A, CL-6, CL-7, and CL-8. This also includes the additional laboratory analytical costs. This sampling and analysis were originally planned for the previous contract term but was delayed due to historic drought conditions that prevented the monitoring wells from yielding representative samples as they were dry during all sampling attempts. Sampling for five-year COCs is required under the site WDRs and was already past due because of drought conditions. VESTRA was thus required to perform the sampling as soon as groundwater recover permitted. Note that most of the additional costs are due to five-year COC laboratory analytical costs.

Task 2 Data Evaluation and Reporting (Updated)

Additional sampling and reporting of five-year COC results entailed additional staff time spent reporting, coordinating with contractors and laboratories, and data analysis. The costs under this task have been updated to reflect these additional staff hours.

Task 4 Corrective Action (Updated)

Submittal of a Corrective Action Plan (CAP) and updated Water Quality Protection Standards Report (WQPSR) was 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.

Corrective action was repeatedly delayed due to the lack of available fill material to be used in the regrading of the cap and filling of the open trench upgradient of Monitoring Well CL-5. Fortunately, PG&E initiated a program where eligible recipients could receive spoils from the burial of electrical infrastructure taking place in the Dixie and Camp Fire footprints. We were able to successfully apply to this program, and PG&E is confident that they can supply the approximately 50,000 cubic yards of material needed for the corrective action work at the Chester Landfill.

The usage of PG&E spoils has resulted in additional work by VESTRA. VESTRA staff developed a protocol for screening and acceptance of these spoils, which then had to be approved by the RWQCB and CalRecycle. Subsequent to this, each soil lot must be reviewed and approved. This has thus far included the review of over two dozen lots of spoils. To cover the additional costs associated with this work, along with required site inspections and overall management of the corrective action, the costs under this task have been expanded. The estimated cost based on staff hours spent so far is given in Exhibit "C," attached.

Exhibit "B"
COST ESTIMATE
CORRECTIVE ACTION - CHESTER LANDFILL
2023

The cost to complete the work in Exhibit "A" is shown in Table 1. Work will be performed on a time-and-materials basis at the rates shown in Exhibit "C" VESTRA 2023 Rate Schedule.

Table 1 COST ESTIMATE	
Task No./ Description	Estimated Cost
Task 1 Groundwater Sampling and Analysis	
Five-Year COC Sampling and Analysis	\$10,000
	Task 1 - Subtotal
	\$10,000
Task 2 Data Evaluation and Reporting	
Additional Results Data Evaluation and Reporting	\$3,000
	Task 2 - Subtotal
	\$3,000
Task 4 Corrective Action	
Spoils Acceptance, Inspections, Construction Reports	\$4,000
	Task 4 - Subtotal
	\$4,000
Total	\$17,000
Notes: Costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VESTRA's control. The work will be performed on a time-and-materials basis at the rates shown in the attached VESTRA 2023 Rate Schedule. Additional activities and/ or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.	

Exhibit "C"
VESTRA 2023 RATE SCHEDULE
CORRECTIVE ACTION - CHESTER LANDFILL

VESTRA

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

Project Materials/Travel Expenses: Billed as direct reimbursement plus 15%.

Overtime: Days exceeding 8 hours will result in higher bill-out rates not to exceed the ranges for the above categories.

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt; 1 1/2% per month (21% per annum) finance charge will be added to any balance 30 days past due.



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: October 3, 2023

SUBJECT: Acceptance of Notice of Partial Nonrenewal Land Conservation Contract Agricultural Preserve No. 43 (J.M. Matley, et al) and Acceptance of Notice of Nonrenewal Land Conservation Contract Agricultural Preserve No. 54 (Eugene A. & Evelyn G. Rowland) due to acquisition of properties by United States Department of Agriculture Forest Service.

Recommendation:

Accept Notice of Partial Nonrenewal Land Conservation Contract Agricultural Preserve No. 43 and Accept Notice of Nonrenewal Land Conservation Contract Agricultural Preserve No. 54.

Background and Discussion:

Land Conservation Act contracts, better known as Williamson Act Contracts, provide a tax benefit to landowners in return for restrictions on use or development of the property. These restrictions are enforceable by the County under terms of the Contracts. Plumas County designates all Contract lands as Agricultural Preserve and identifies zoning as "AP."

In this instance, the United States Department of Agriculture Forest Service elected to serve Notices of Nonrenewal of two Plumas County Land Conservation Contracts - Agricultural Preserve No. 43 (partial nonrenewal) Assessor's Parcel No. 008-230-005 and Agricultural Preserve No. 54 (nonrenewal) Assessor's Parcel No(s): 008-100-003, 008-100-004, 008-230-001, 008-230-004.

Government Code Section 51245 allows either the landowner or the county to not renew any land conservation contract or contracts. The party electing to nonrenew a contract shall serve written notice upon the other party in advance of the January 1 annual renewal date of the contract. The notice of nonrenewal was received via email by the Planning Department on June 10, 2023. The notices are shown as Attachment 1 and Attachment 2 to this staff report with Exhibits "A" providing legal descriptions and maps. It should be noted that in 1977 a Notice of Partial Nonrenewal was recorded for the TPZ (Timberland Production Zone) designated lands lying within APNs 008-230-001 and 008-230-004.

None of the zoning designations will be changed upon contract nonrenewal on January 1, 2024. The United States Department of Agriculture Forest Service personnel will record the notices which will cause a ten-year roll out or nonrenewal process to close out the Contracts. The expiration date for the Contracts is January 1, 2034.

Action:

Accept Notice of Partial Nonrenewal Land Conservation Contract Agricultural Preserve No. 43 and Accept Notice of Nonrenewal Land Conservation Contract Agricultural Preserve No. 54.

Fiscal Impact:

In the case of acquisition by the United States Forest Service, the tax situation changes and the Contract advantages are made moot. In the past, acquisition of the properties was noted by the Assessor and appropriate changes in tax status processed without Notices of Nonrenewal of the Contracts.

Attachments:

1. Notice of Partial Nonrenewal Plumas County_Matley_No. 43
2. Notice of Nonrenewal Plumas County_Rowland_No. 54

RECORDING REQUESTED BY:
USDA Forest Service

WHEN RECORDED, MAIL TO:
USDA Forest Service
Regional Land Adjustment Team
Attn: Kristi Sandberg
100 Forni Road
Placerville, CA 95667

Real Property Transfer Tax \$0
R & T Code 11922

DECLARED: Government Agency
By and For: USDA Forest Service
James Bacon
Director of Public Services
Pacific Southwest Region

NOTICE OF PARTIAL NONRENEWAL
LAND CONSERVATION CONTRACT

This is to notify the County of Plumas that the part of the land conservation contract described below WILL NOT BE RENEWED as of January 1, 2024.

Land Conservation Contract No. none shown

Agricultural Preserve No. 43

Assessor's Parcel No. 008-230-005

Original Owners: John M. Matley, Ruth B. Matley, John F. Matley, C. Corinne Matley

Current Owner: United States of America

The expiration date for said contract is January 1, 2034.

See attached Exhibit "A" for legal description of partial nonrenewal.

Signature and mailing address of owner representative:

By: _____

KRISTI SANDBERG
Realty Officer
Regional Land Adjustment Team
100 Forni Rd.
Placerville, CA 95667

EXHIBIT "A"
to
NOTICE OF PARTIAL NONRENEWAL
LAND CONSERVATION CONTRACT
Recorded April 2, 1973, in Book 221, Pages 498 through 503
of the Official Records of the County of Plumas
Agriculture Preserve No. 43

The land referred to herein is situated in the State of California, County of Plumas, in an unincorporated area, and described as follows:

Township 25 North, Range 15 East, M.D.M, according to the Official Plat thereof:

Section 12: N ½ of the NE ¼ ; SW ¼ of the NE ¼

Township 25 North, Range 16 East, M.D.M., according to the Official Plat thereof:

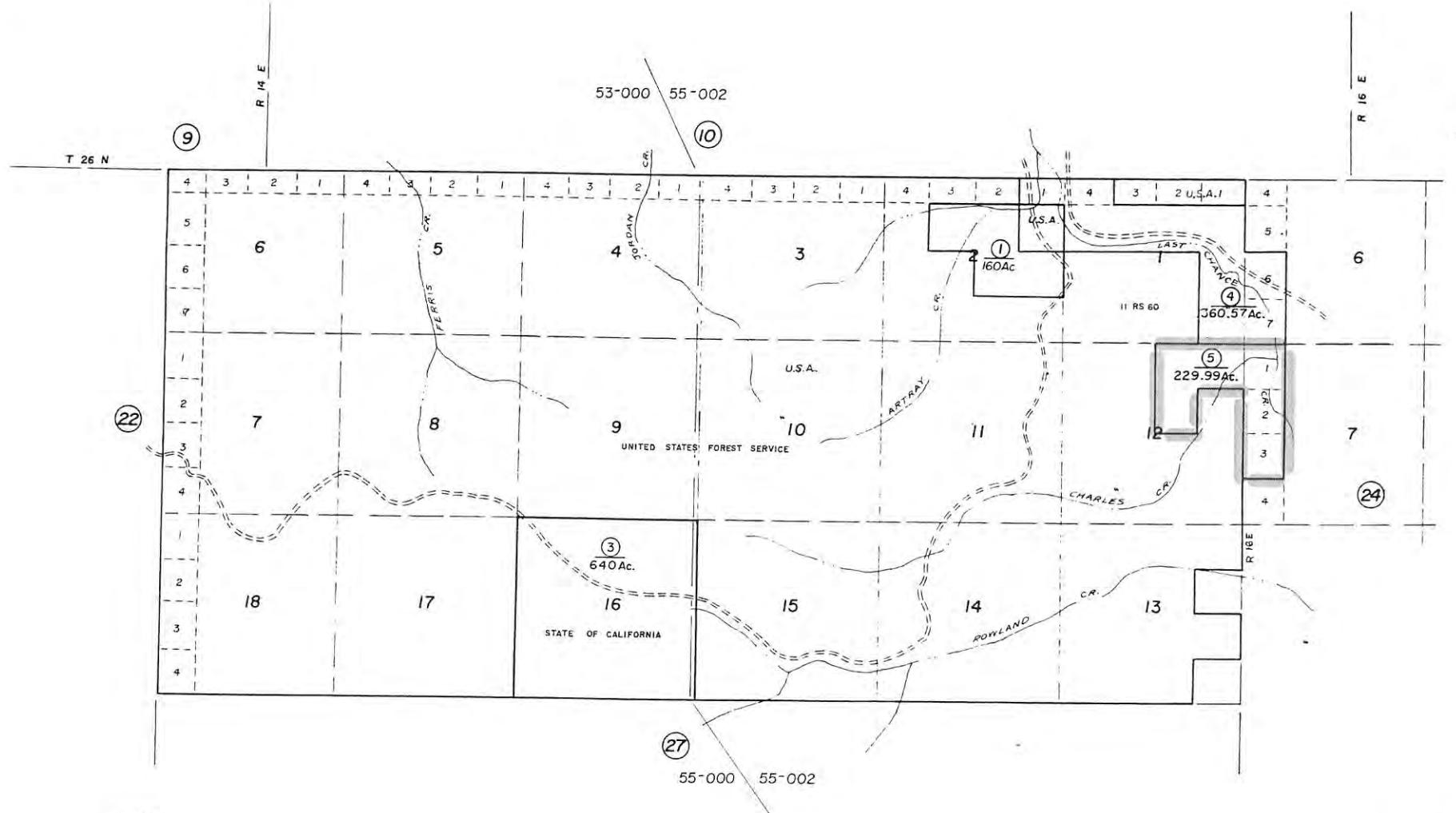
Section 7: Lots 1, 2 and 3

Plumas County APN: 008-230-005

POR. N. $\frac{1}{2}$ T. 25 N., R. 15 & 16 E., M.D.M.

Tax Area Code
55-000
55-002

8-23



12-21-94

CODAMAP, a product of CADASTRAL ENGINEERING INC

NOTE—Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 8 Pg. 23
County of Plumas, Calif.

Current To

RECORDING REQUESTED BY:
USDA Forest Service

WHEN RECORDED, MAIL TO:
USDA Forest Service
Regional Land Adjustment Team
Attn: Kristi Sandberg
100 Forni Road
Placerville, CA 95667

Real Property Transfer Tax \$0
R & T Code 11922

DECLARED: Government Agency
By and For: USDA Forest Service
James Bacon
Director of Public Services
Pacific Southwest Region

NOTICE OF NONRENEWAL
LAND CONSERVATION CONTRACT

This is to notify the County of Plumas that the land conservation contract described below WILL NOT BE RENEWED as of January 1, 2024.

Land Conservation Contract No. none shown

Agricultural Preserve No. 54

Assessor's Parcel No(s): 008-100-003, 008-100-004, 008-230-001, 008-230-004

Original Owner (s): Eugene A. & Evelyn G. Rowland

Current Owner: United States of America

The expiration date for said contract is January 1, 2034.

See attached Exhibit "A" for legal description of nonrenewal.

Signature and mailing address of owner representative:

By: _____

KRISTI SANDBERG
Realty Officer
Regional Land Adjustment Team
100 Forni Rd.
Placerville, CA 95667

EXHIBIT "A"
to
NOTICE OF NONRENEWAL
LAND CONSERVATION CONTRACT
(Recorded February 28, 1974, in Book 230, Pages 465 through 469
of the Official Records of the County of Plumas)
Agriculture Preserve No. 54

The land referred to herein is situated in the State of California, County of Plumas, in an unincorporated area, and described as follows:

Township 25 North, Range 15 East, M.D.M, according to the Official Plat thereof:

Section 1: Lot 4; S $\frac{1}{2}$ of the N $\frac{1}{2}$; E $\frac{1}{2}$ of the SE $\frac{1}{4}$

Section 2: Lot 1; SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; N $\frac{1}{2}$ of the SE $\frac{1}{4}$

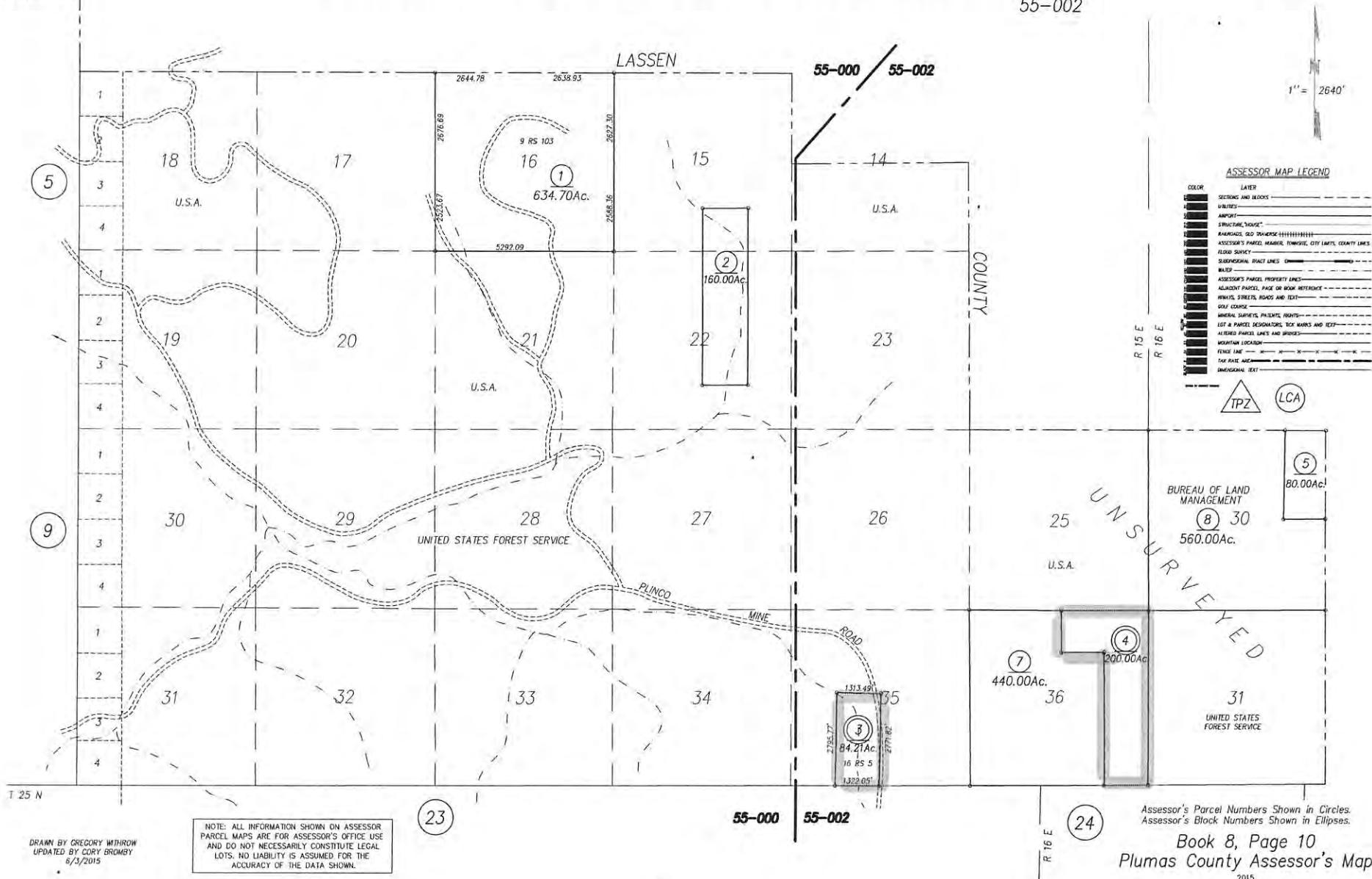
Section 35: E $\frac{1}{2}$ of the SW $\frac{1}{4}$

Section 36: E $\frac{1}{2}$ of the E $\frac{1}{2}$; NW $\frac{1}{4}$ of the NE $\frac{1}{4}$

Township 25 North, Range 16 East, M.D.M., according to the Official Plat thereof:

Section 6: Lots 6 & 7

Plumas County APNs: 008-100-003, 008-100-004, 008-230-001, 008-230-004



DRAWN BY GREGORY WITROW
UPDATED BY CORY BROMBY
6/3/2015

NOTE: ALL INFORMATION SHOWN ON ASSESSOR PARCEL MAPS ARE FOR ASSESSOR'S OFFICE USE AND DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.

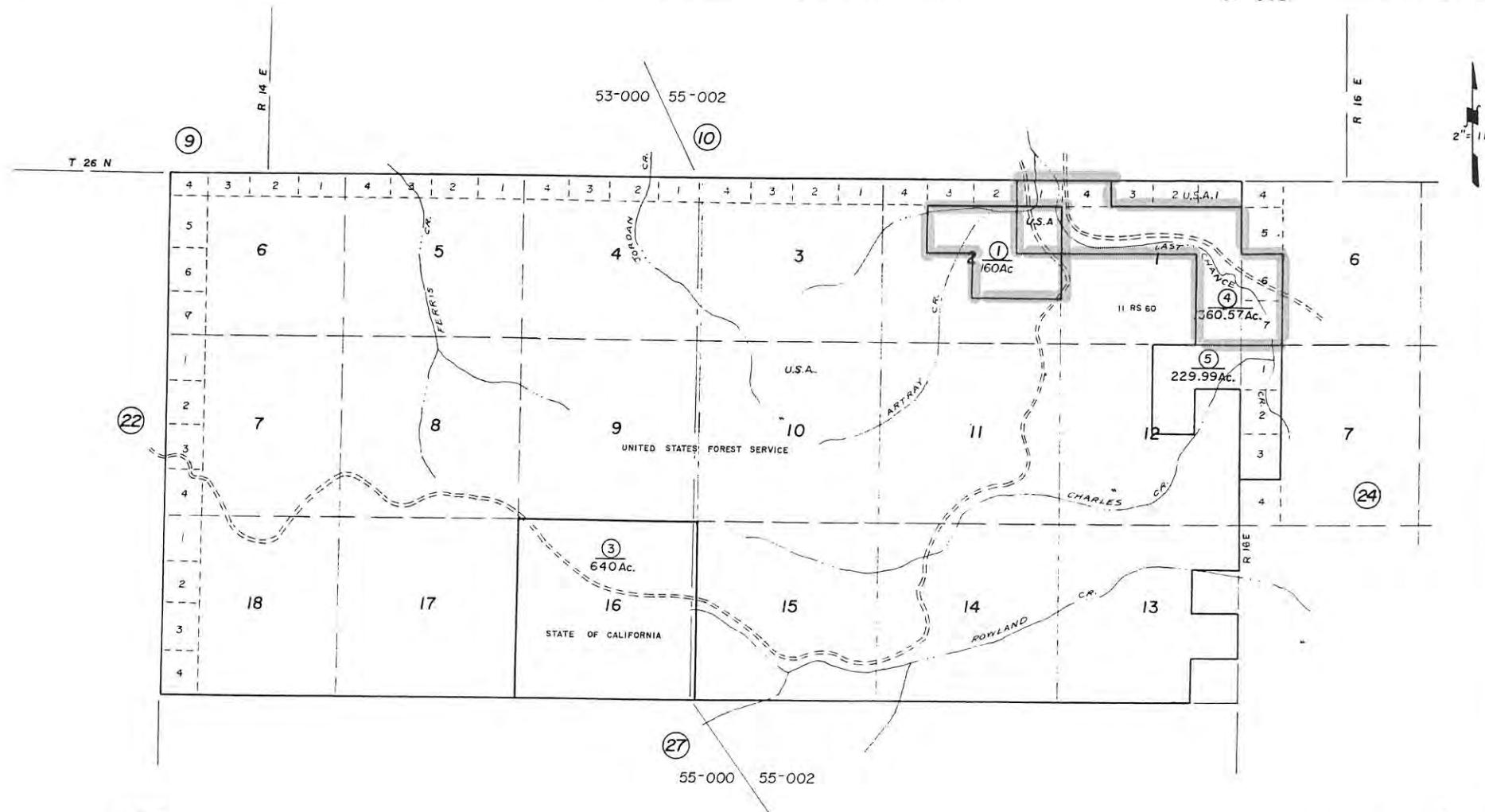
Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

Book 8, Page 10
Plumas County Assessor's Map
2015

POR. N. $\frac{1}{2}$ T. 25 N., R. 15 & 16 E., M.D.M.

Tax Area Code
55-000
55-002

8-23



12-21-94

CODAMAP, a product of CADASTRAL ENGINEERING INC

NOTE - Assessors Block Numbers Shown in Ellipses
Assessors Parcel Numbers Shown in Circles

Assessor's Map Bk. 8 Pg. 23
County of Plumas, Calif.

Current to



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman (Graham), Acting Auditor

MEETING DATE: October 3, 2023

SUBJECT: **Approve and authorize the Department of the Auditor-Controller to recruit and fill, funded and allocated, vacant one (1.0) FTE Fiscal and Technical Services Assistant I/II/III; (General Fund Impact).**

Recommendation:

Approve and authorize Auditor Controller to recruit and fill, funded and allocated, vacant 1.0 FTE Fiscal And Technical Serivces Assistnat I/II/III; (General Fund Impact).

Background and Discussion:

Approve and authorize Auditor Controller to recruit and fill, funded and allocated, vacant 1.0 FTE Fiscal And Technical Services Assistant I/II/III; New allocation for FY23/24 (General Fund Impact).

Action:

Approve and authorize Auditor Controller to recruit and fill, funded and allocated, vacant 1.0 FTE Fiscal And Technical Services Assistant I/II/III; New allocation for FY23/24 (General Fund Impact).

Fiscal Impact:

New allocation for FY23/24.

Attachments:

1. CRITICAL STAFFING Fiscal and Technical Assistant I II III
2. fiscal and technical services assisstant

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 2023-2024 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?
 - New allocation for FY23/24.
- 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?
 - NA
- 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 is a new allocation for FY23/24.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
 - No

FISCAL AND TECHNICAL SERVICES ASSISTANT I

DEFINITION

Under general supervision, to perform a variety of account, statistical, and specialized technical recordkeeping work in connection with the maintenance of assessment roll, financial, library, public works, social services, solid waste, tax, treasury, or other records; to review specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to learn and provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first working level in the Fiscal and Technical Services Assistant class series. Incumbents learn and perform a variety of financial, statistical, assessment roll, library, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They may also be assigned to provide specialized and technical public assistance. Incumbents in this class are expected to have substantial general office support and public assistance experience and be capable of quickly learning a specialized and technical support area. When sufficient knowledge has been demonstrated and experience requirements are met they may expect promotion to Fiscal and Technical Services Assistant II. Assignments are similar to those of a Fiscal and Technical Services Assistant II, however, employees work with less independence and closer supervision than a Fiscal and Technical Services Assistant II.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

FISCAL AND TECHNICAL SERVICES ASSISTANT I - 2

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, library, public works, social services, solid waste, or fiscal records.
- Establishes and maintains computer database information.
- Learns and keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, library, solid waste, treasurer, or tax records.
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Assists with the preparation of financial, statistical, or other special reports.
- Assists with the compilation of budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax.
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May process audio and video cassettes for the library collection.
- May provide a variety of assistance with library functions, including the circulation desk.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- Evaluates a variety of information and data for accuracy, compliance, and completeness.
- Performs a variety of office assistance assignments.
- Provides information to others.
- Operates office equipment and computers.

FISCAL AND TECHNICAL SERVICES ASSISTANT I - 3

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

KNOWLEDGE OF

- General knowledge of financial, statistical, library, public works, social services, solid waste, tax, assessment roll, or other specialized recordkeeping.
- Account and fiscal recordkeeping.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.

ABILITY TO

- Learn and perform a variety of specialized financial, statistical, tax collector, library, public works, social services, solid waste, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, the County Library, Public Works, Social Services, Solid Waste Planning, or other assigned area.

- Establish and maintain cooperative working relationships.

FISCAL AND TECHNICAL SERVICES ASSISTANT I – 4

TRAINING AND EXPERIENCE:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience in performing general office support and public assistance work similar to Office Assistant II with Plumas County.

SPECIAL REQUIREMENTS:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

FISCAL AND TECHNICAL SERVICES ASSISTANT II

DEFINITION

Under general supervision, to perform a variety of account, statistical, and specialized technical recordkeeping work in connection with the maintenance of assessment roll, financial, library, public works, social services, solid waste, tax, treasury, or other records; to review specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the second working level in the Fiscal and Technical Services Assistant class series. Incumbents have responsibility for performing a variety of financial, statistical, assessment roll, library, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They may also be assigned to assist with specialized and technical public assistance. Assignments are similar to those of a Fiscal and Technical Services Assistant I, however employees work with greater independence and initiative. Responsibilities include serving as a source of in-depth information for a work assignment area and the public.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

FISCAL AND TECHNICAL SERVICES ASSISTANT II - 2

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, library, public works, social services, solid waste, or fiscal records.
- Establishes and maintains computer database information.
- Keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, library, solid waste, treasurer, or tax records
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Assists with the preparation of financial, statistical, or other special reports.
- Assists with the compilation of budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May process audio and video cassettes for the library collection.
- May provide a variety of library assistance with library functions, including the circulation desk.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- Evaluates a variety of information and data for accuracy, compliance, and completeness
- Performs a variety of office assistance assignments.
- Provides information to others.
- Operates office equipment and computers.

FISCAL AND TECHNICAL SERVICES ASSISTANT II - 3

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, practices, and procedures of financial, statistical, tax, library, public works, social services, solid waste, assessment roll, or other specialized recordkeeping.
- Policies, laws, rules, and regulations applicable to a special assignment area such as County Auditor's office functions, County tax collection, treasurer functions, library operations, public works, social services, solid waste assessments, Assessor's, or other specialized records.
- Policies and procedures of the work area where assigned.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.

Ability to:

- Perform a variety of specialized financial, statistical, library, public works, social services, solid waste, tax collector, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, the

County Library, Public Works, Social Services, Solid Waste Planning, or other assigned areas.

- Establish and maintain cooperative working relationships.

FISCAL AND TECHNICAL SERVICES ASSISTANT II - 4

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of experience in performing specialized financial, statistical, library, public works, social services, solid waste, treasurer, tax collection, or assessment roll recordkeeping, technical support, and public assistance work comparable to that of an Fiscal and Technical Services Assistant I with Plumas County.

Special Requirements: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

FISCAL AND TECHNICAL SERVICES ASSISTANT III

DEFINITION

Under general supervision, to have assigned responsibility for a specialized area of account, statistical, or technical record keeping work in connection with the maintenance of assessment roll, financial, public works, social services, solid waste, tax, treasury or other records; to specialize documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to provide a variety of information about Department policies and procedures; to provide lead supervision and work direction for other staff; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the highest working level and/or lead supervision level in the Fiscal and Technical Services Assistant class series. Incumbents have responsibility for performing a variety of the most advanced and complex financial, statistical, assessment roll, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They are also required to provide specialized and technical public assistance. They may be assigned lead supervision and/or work coordination responsibilities for other staff. This class is distinguished from Fiscal and Technical Services Assistant II by the performance of more complex assignments and/or the assignment of lead responsibilities.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction and work coordination for other staff.

FISCAL AND TECHNICAL SERVICES ASSISTANT III - 2

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, public works, social services, solid waste, or fiscal records.
- Performs a variety of the most complex and technical assignments in assessment roll, public works, social services, solid waste, tax collection, treasurer, or fiscal and statistical recordkeeping and support work.
- Establishes and maintains computer database information.
- Keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, solid waste, treasury, or tax records.
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Prepares financial, statistical, or other special reports.
- Compiles budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May assist with safeguarding money in the County Treasury.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- May serve as "Chief Deputy Registrar" with responsibility for the vital statistics function in the Public Health Department.
- Evaluates a variety of information and data for accuracy, compliance, and completeness
- Performs a variety of office assistance assignments.
- Provides information to others.
- May provide lead direction and work coordination for other staff.
- Operates office equipment and computers.

FISCAL AND TECHNICAL SERVICES ASSISTANT III - 3

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, practices, and procedures of financial, statistical, public works, social services, solid waste, tax, assessment roll or other specialized recordkeeping.
- Policies, laws, rules, and regulations applicable to a special assignment area such as County Auditor's office functions, County tax collection, public works, social services, solid waste assessments, treasurer functions, Assessor's, or other specialized records.
- Policies and procedures of the work area where assigned.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.
- Principles of lead direction and work coordination.

Ability to:

- Perform a variety of the most complex specialized financial, statistical, tax collector, public works, social services, solid waste, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide lead supervision and work coordination for other staff.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, Public Works, Social Services, Solid Waste Planning, or other assigned areas.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience in performing specialized financial, statistical, public works, social services, solid waste, treasurer, tax collection, or assessment roll recordkeeping, technical support, and public assistance work comparable to that of an Fiscal and Technical Services Assistant II with Plumas County.

Special Requirements: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.



**PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES
DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Assistant Director of Public Works

MEETING DATE: October 3, 2023

SUBJECT: BCSA is requesting LATCF funds to use for the sewer lift station pump replacement; discussion and possible action.

Recommendation:

The Manager of BCSA respectfully recommends the Governing Board vote to authorize the use of LATC funds totaling \$149,596.10 to Beckwourth CSA for past repairs due to wipes and installation of a new sewer pump.

Background and Discussion:

At the December 6, 2022 BCSA Board Meeting, the Governing Board voted to approve sole source acquisition for new sewer pump and installation. The sewer chopper pump and control panel has been recommended by NCE Engineering after investigating the best submersible pump for this application.

At the May 2, 2023 BCSA Board Meeting, the Governing Board voted to approve the purchase order of the pump and \$56,150 expenditure for pump installation. The pump was ordered and is expected to be delivered in October 2023. It was discovered that Jet Plumbing is not registered with the Department of Industrial Relations (DIR) and is not willing to register and report certified payroll. The pump installation was put out to bid through a sealed bid process and one bid was received August 4, 2023 from Guess Plumbing out of Susanville for a total of \$78,157. This total includes prevailing wage, DIR, wet well pumping as needed and electrical work.

Beckwourth CSA staff had requested and received \$33,000 in ARPA funds for costs incurred due to non-flushable wipes during the pandemic. After the ARPA funds were received, Beckwourth CSA had and continues to have further pump station clogs, resulting in \$46,084.84 in damages related to wipes. The total pump replacement cost to prevent pump clogs until the full grant replacement is completed totals \$103,511.26, see attached grant funds request.

Beckwourth CSA Manager is requesting a total of \$149,596.10 in LATC funds to pay for past repairs and keep the sewer pump station running until the Water Board grant funded lift station replacement project is completed in 4-5 years.

Action:

Sewer Lift Station Pump Replacement Request for LATC Funds; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. BCSA Pump Repairs 091123

BCSA GRANT FUNDS REQUEST

9/11/2023

Labor 19/20	\$1,058.58
Replace pump	\$4,117.33
Labor 20/21	\$2,095.39
Jet Plumbing	\$2,196.00
Plumas Sanitation	\$1,715.00
Plumas Sanitation	\$1,575.00
Jet Plumbing	\$1,646.00
Plumas Sanitation	\$4,040.00
Jet Plumbing	\$4,966.46
	\$23,409.76 5/10/21 Memo

Easy Rooter	\$1,650.00
Jet Plumbing	\$3,334.83
Labor Sept 2021	\$513.84
	\$5,498.67 9/24/21 Memo

Plumas Sanitation	\$1,980.00
Easy Rooter	\$2,100.00
Jet Plumbing	\$2,096.00
Labor Oct 2021	\$914.35
	\$7,090.35 10/25/21 Memo

Total ARPA previously applied for	\$35,998.78
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Plumas Sanitation	\$4,830.00 May 2022
Jet Plumbing	\$2,143.29 May 2022
Plumas Sanitation	\$4,655.00 June 2022
Jet Plumbing	\$2,125.12 June 2022
Waters Pump	\$1,140.00 July 2022
Waters Pump	\$1,455.00 July 2022
Plumas Sanitation	\$2,660.00 July 2022
Jet Plumbing	\$1,501.92 July 2022
Jet Plumbing	\$1,864.13 October 2022
Plumas Sanitation	\$5,975.00 October 2022
Jet Plumbing	\$2,907.07 August 2023
Plumas Sanitation	\$8,350.00 August 2023
Labor May-Oct 2022	\$3,479.53
Total additional expenses	\$43,086.06

Cost of new grinder pump	
NCE Engineers	\$6,495.00
Sewer pump	\$17,359.26
Guess Plumbing	\$78,157.00 Prevailing Wage
Pump Truck	inlcuded in Guess Bid
Roof removal	inlcuded in Guess Bid
Estimated labor	\$1,500.00
Total Pump replacement costs	\$103,511.26

Total Expenses to date	\$182,596.10
ARPA funds received	-\$33,000.00
Total Requested grant minus ARPA received	\$149,596.10



**PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES
DISTRICT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Assistant Director of Public Works
MEETING DATE: October 3, 2023
SUBJECT: BCSA is requesting LATCF funds to use for the sewer lift station pump replacement; discussion and possible action.

Recommendation:

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Background and Discussion:

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Beckwourth CSA Manager is requesting a total of \$149,596.10 in LATC funds to pay for past repairs and keep the sewer pump station running until the Water Board grant funded lift station replacement project is completed in 4-5 years.

Action:

Sewer Lift Station Pump Replacement Request for LATC Funds; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. BCSA Pump Repairs 091123

BCSA GRANT FUNDS REQUEST

9/11/2023

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Plumas Sanitation	\$8,350.00 August 2023
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Total additional expenses	\$43,086.06

Cost of new grinder pump	
NCE Engineers	\$6,495.00
Sewer pump	\$17,359.26
Guess Plumbing	\$78,157.00 Prevailing Wage
Pump Truck	inlcuded in Guess Bid
Roof removal	inlcuded in Guess Bid
Estimated labor	\$1,500.00
Total Pump replacement costs	\$103,511.26

Total Expenses to date	\$182,596.10
ARPA funds received	-\$33,000.00
Total Requested grant minus ARPA received	\$149,596.10



PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES
DISTRICT
MEMORANDUM

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Assistant Director of Public Works
MEETING DATE: October 3, 2023
SUBJECT: Approve and authorize BCSA to pay Plumas Sanitation a non-contract invoice in the amount of \$8,350.00 to pump the wet well; and Jet Plumbing a non-contract invoice in the amount of \$2,467.17 to troubleshoot the pump and physically remove debris; (No General Fund Impact); discussion and possible action.

Recommendation:

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Jet Plumbing totaling \$2,467.17 and invoice from Plumas Sanitation totaling \$8,350 without a contract and to ratify all approved work performed to date.

Background and Discussion:

On August 22, 2023, the Beckwourth CSA operator reported that the pump station had become clogged again. After repeated attempts to reverse the pump direction in hopes of dislodging the debris, it was determined that a plumber was needed to physically remove the debris. Plumas Sanitation was called to pump the wet well to keep it from overflowing and causing a spill. Plumas Sanitation pumped the wet well on August 22nd through August 24th.

Jet Plumbing was called and scheduled to be onsite on Thursday August 24th at 8AM and attempted to trouble shoot the pump. After repeated attempts to reverse the pump direction in hopes of dislodging the debris, it was determined that a plumber was needed to physically remove the debris. Jet Plumbing entered the wet well and cleared the obstruction from the pump.

Upon completion, the pump station was functioning properly.

Action:

Approval of Payments to Jet Plumbing and Plumas Sanitation for Emergency Repair of BCSA Sewer Pump Without a Contract.

Fiscal Impact:

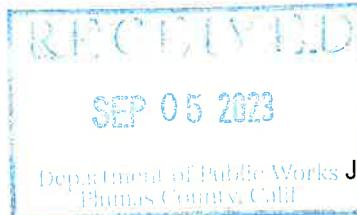
No General Fund Impact

Attachments:

1. Jet Plumbing & Plumas Sanitation August 2023 Invoice

Plumas Sanitation, Inc.

CA License #958997
 73762 Industrial Dr.
 Portola, CA 96122
 Phone (530) 832-0370
 Fax (530) 832-0373

**Invoice**

Number: 21859
 Date: 31-Aug-2023
 P.O. Number:
 Job Description:
 Order Num: 21859
 Serviced 24-Aug-2023

BILL TO: 15

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

JOB SITE

Rob
 Beckwourth Lift Station
 Beckwourth, CA

Quantity	ServiceType	Amount	Tax	Extension
1	Septic Tank Pumping 8/22/23 - 3500gal / 8/23/23 - 7000gal / 8/24/23 - 6000gal - Total 16,500gal	\$8,250.00	No	\$8,250.00
5	Fuel Surcharge 5 trips	\$20.00	No	\$100.00

Taxable Amount \$0.00	Tax Rate 0	Tax Description \$0.00	Subtotal NonTaxed: \$8,350.00
			Subtotal Taxable: \$0.00
			Subtotal Tax: \$0.00
Payment Terms Net 30	Payment \$0.00	Adjustment \$0.00	Late Charge \$0.00
			Please Pay: \$8,350.00

You are a valued customer!

All outstanding balances subject to a finance charge computed at a periodic rate of 1.5% per month after 30 days delinquent.

From: Please detach here and return the bottom portion with your payment.

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

Order No.	Invoice No.	Date	Amount Due
21859	21859	31-Aug-2023	\$8,350.00

To:

Plumas Sanitation, Inc.
 CA License #958997
 73762 Industrial Dr.
 Portola, CA 96122

JET Plumbing, Heating & Drain Services
 1553 Hymer Avenue
 Sparks, NV 89431
 Phone: (775) 331-3933
 Fax: (775) 331-5584

INVOICE NUMBER

363123

BILL TO:
 BECKWOURTH COMMUNITY SERVICE AREA
 1834 E MAIN ST
 QUINCY, CA 95971

WORK ADDRESS:
 BECKWOURTH COMMUNITY SERVICE AREA
 80956 HIGHWAY 70
 BECKWOURTH, CA 96129

INVOICE DATE	CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS	SERVICE CALL #	WORKORDER #
08/24/2023	42384		Due Upon Receipt	363123	74329

Item ID	Description	Quantity	Unit Price	Ext Price
LABOR13	CONFINED SPACE ENTRY TEAM OVERNIGHT	8.00	180.00	2,160.00
EQUIP-CONFINED SPA	Confined Space Equipment/Safety	1.00	250.00	250.00
MAC1	Consumables, Gas, Flux, Glue, Caulk, Rags	1.00	13.95	13.95
F	Trip Charge	1.00	15.00	15.00
MACOVER1	Tyvek XL Disp Sanitary Suit	1.00	25.00	25.00

Sales Total	2,463.95
Disc. Amount	0.00
Tax Total	3.22
Net Amount	2,467.17

PUMP PIT DOWN WITH PUMP TRUCK, ENTERED PIT WITH CONFINED SPACE EQUIPMENT. USED TRUCK VACUUM TO CLEAN OUT DEBRIS FROM BASIN. NEXT REACHED UNDER PUMP AND PULLED OUT METAL AND WIPES. EXITED PIT AND TESTED. PUMP NOW DRAWS 4.8 AMPS FOR A DRY PIT. TEST GOOD.



PLUMAS COUNTY
PLUMAS COUNTY FIRE SAFE COUNCIL
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: October 3, 2023

SUBJECT: **Approve and authorize Plumas County Fire Safe Council's proposed updates to the Wildland Urban Interface (WUI) Boundaries and, in effect, formally update the map as an appendix of the Plumas County Communities Wildfire Protection Plan (CWPP); as previously presented at the September 19, 2023 Board of Supervisors meeting; discussion and possible action.**

Recommendation:

The Plumas County Fire Safe Council requests that the Board approve the proposed updates to the Wildland Urban Interface (WUI) boundaries and, in effect, formally update the map as an appendix of the Plumas County Communities Wildfire Protection Plan (CWPP).

Background and Discussion:

In 2005, as part of its basic mission, the Plumas County Fire Safe Council (PCFSC) initiated a Community Wildfire Protection Plan (CWPP) to help residents, neighborhoods, and communities mitigate potential threats from wildfire. The initial plan was approved and signed by the Chair of the Plumas County Board of Supervisors, County Fire Warden, and CAL FIRE Unit Chief. The PCFSC has reviewed and updated this plan in 2013 and again in 2019. These revisions were approved by the PCFSC Board Chair and the Plumas County Office of Emergency Services. The Plumas Wildland Urban Interface Map is a critical component of the Plumas CWPP, which is included as an Appendix to the Plan. The WUI boundary is an important parameter that is used to prioritize the geographic location of fire resilience projects within the county. It is a key factor considered by state and federal agencies for project development, as well as for grant awards (including to local nonprofits).

In 2004-2005 when the first Plumas County WUI map was developed the concept was to have two WUI boundaries, an "Adjacent WUI" and an Extended WUI", (0-.75 and .75 to 1.5 mile respectively). Consequently, the GIS program generated WUI's with circles around the communities, using the above criteria.

In 2010, the WUI boundaries were expanded to better link communities and the WUI. While implementing the CWPP since 2005, it became apparent to PCFSC during collaborative project outreach & development that the earlier computer generated WUI boundaries should be more contiguous with respect to connecting communities and logical in terms of watersheds, ridges, valleys or roads. Earlier WUI circle maps weren't well suited to watershed scale and larger community project planning. On November 2, 2010 the Plumas County Board of Supervisors approved the updated "Wildland Urban Interface" Map.

The recent request for redefinition reflects the fact that the highest priority for community protection is immediately adjacent to communities and evacuation routes, not necessarily across the entire WUI area as it is currently defined.

A public meeting was held on October 18th 2021, to solicit input. Subsequently the boundaries were developed in collaboration with Plumas National Forest and UC Cooperative Extension. The proposed revision was issued to the PCFSC members/Firewise communities for additional public input.

The proposed WUI boundary revision can be viewed by visiting:

<https://www.arcgis.com/home/item.html?id=228f3a05ff21450c806f0a5b0387a2c0>

and following the attached instructions.

Action:

Approve the proposed updates to the Wildland Urban Interface (WUI) boundaries and, in effect, formally update the map as an appendix of the Plumas County Communities Wildfire Protection Plan (CWPP).

Fiscal Impact:

N/A

Attachments:

1. PCFSC



P.O. BOX 1225
QUINCY, CA 95971



418 N MILL CREEK RD
QUINCY, CA 95971



(530)927-5294
PLUMASFIRESAFE.ORG

To: The Plumas County Board of Supervisors

From: Plumas County Fire Safe Council

Meeting Date: October 3, 2023

Subject: Wildland Urban Interface (WUI) Boundary Revision Approval and Plumas County Communities Wildfire Protection Plan (CWPP) Amendment

Recommendation:

The Plumas County Fire Safe Council requests that the Board approve the proposed updates to the Wildland Urban Interface (WUI) boundaries and, in effect, formally update the map as an appendix of the Plumas County Communities Wildfire Protection Plan (CWPP).

Background and Discussion:

In 2005, as part of its basic mission, the Plumas County Fire Safe Council (PCFSC) initiated a Community Wildfire Protection Plan (CWPP) to help residents, neighborhoods, and communities mitigate potential threats from wildfire. The initial plan was approved and signed by the Chair of the Plumas County Board of Supervisors, County Fire Warden, and CAL FIRE Unit Chief. The PCFSC has reviewed and updated this plan in 2013 and again in 2019. These revisions were approved by the PCFSC Board Chair and the Plumas County Office of Emergency Services.

The Plumas Wildland Urban Interface Map is a critical component of the Plumas CWPP, which is included as an Appendix to the Plan. The WUI boundary is an important parameter that is used to prioritize the geographic location of fire resilience projects within the county. It is a key factor considered by state and federal agencies for project development, as well as for grant awards (including to local nonprofits).

In 2004-2005 when the first Plumas County WUI map was developed the concept was to have two WUI boundaries, an "Adjacent WUI" and an Extended WUI", (0-.75 and .75 to 1.5 mile respectively). Consequently, the GIS program generated WUI's with circles around the communities, using the above criteria.

In 2010, the WUI boundaries were expanded to better link communities and the WUI. While implementing the CWPP since 2005, it became apparent to PCFSC during collaborative project outreach & development that the earlier computer generated WUI boundaries should be more contiguous with respect to connecting communities and logical in terms of watersheds, ridges, valleys or roads. Earlier WUI circle maps weren't well suited to watershed scale and larger community project planning. On November 2, 2010 the Plumas

County Board of Supervisors approved the updated “Wildland Urban Interface” Map. The recent request for redefinition reflects the fact that the highest priority for community protection is immediately adjacent to communities and evacuation routes, not necessarily across the entire WUI area as it is currently defined.

A public meeting was held on October 18th 2021, to solicit input. Subsequently the boundaries were developed in collaboration with Plumas National Forest and UC Cooperative Extension. The proposed revision was issued to the PCFSC members/Firewise communities for additional public input.

The proposed WUI boundary revision can be viewed by visiting:

<https://www.arcgis.com/home/item.html?id=228f3a05ff21450c806f0a5b0387a2c0>

and following the attached instructions.

Action:

Approve the proposed updates to the Wildland Urban Interface (WUI) boundaries and, in effect, formally update the map as an appendix of the Plumas County Communities Wildfire Protection Plan (CWPP).

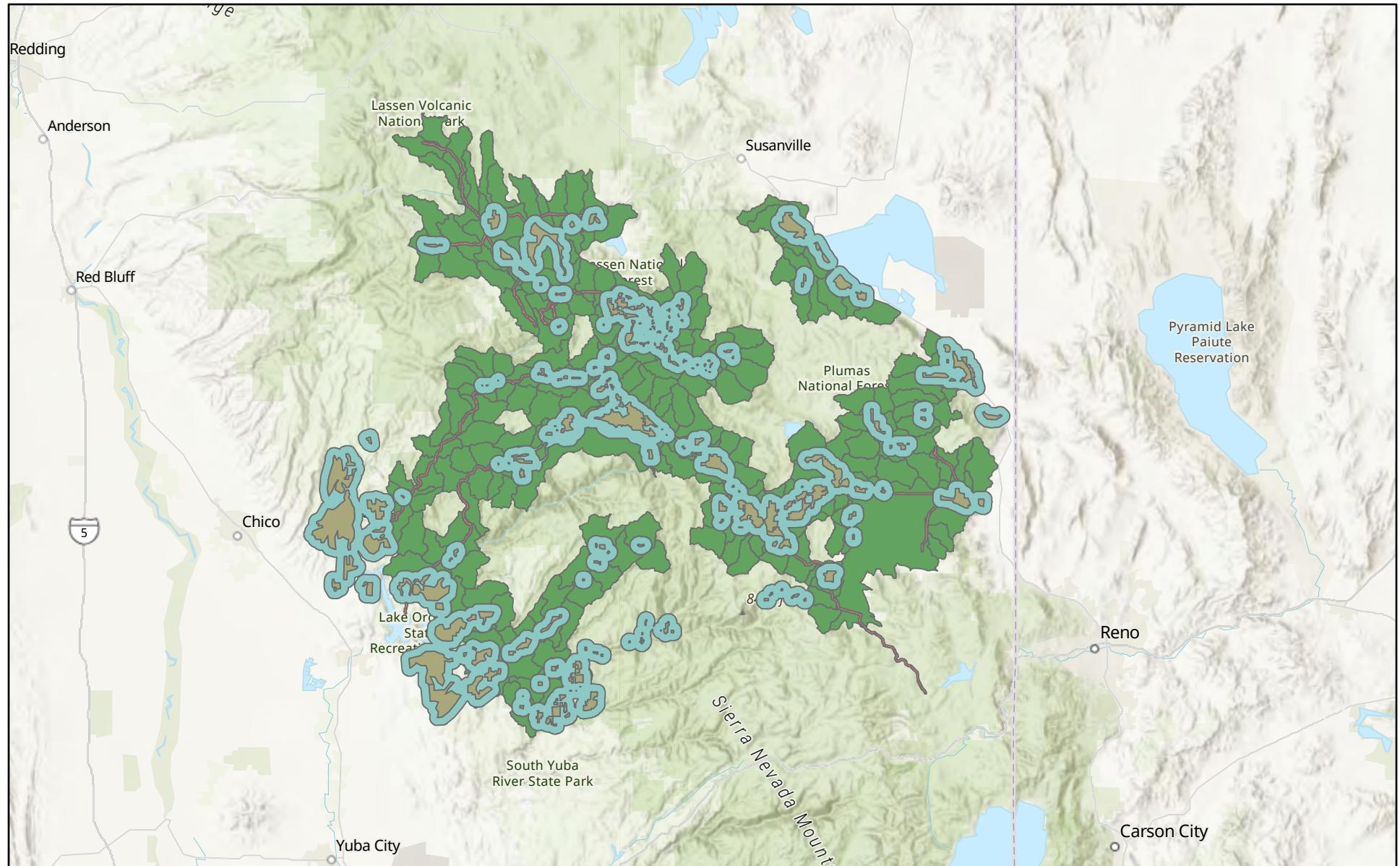
Fiscal Impact:

There is no fiscal impact.

Attachments:

1. Proposed Wildland Urban Interface (WUI) boundaries map
2. Instructions for viewing and interacting with the map

Plumas County Proposed WUI Update



9/22/2023

Proposed Updated WUI Boundary

Defense Zone

Defense Zone - Evacuation Route

Threat Zone

Urban Core

World Hillshade



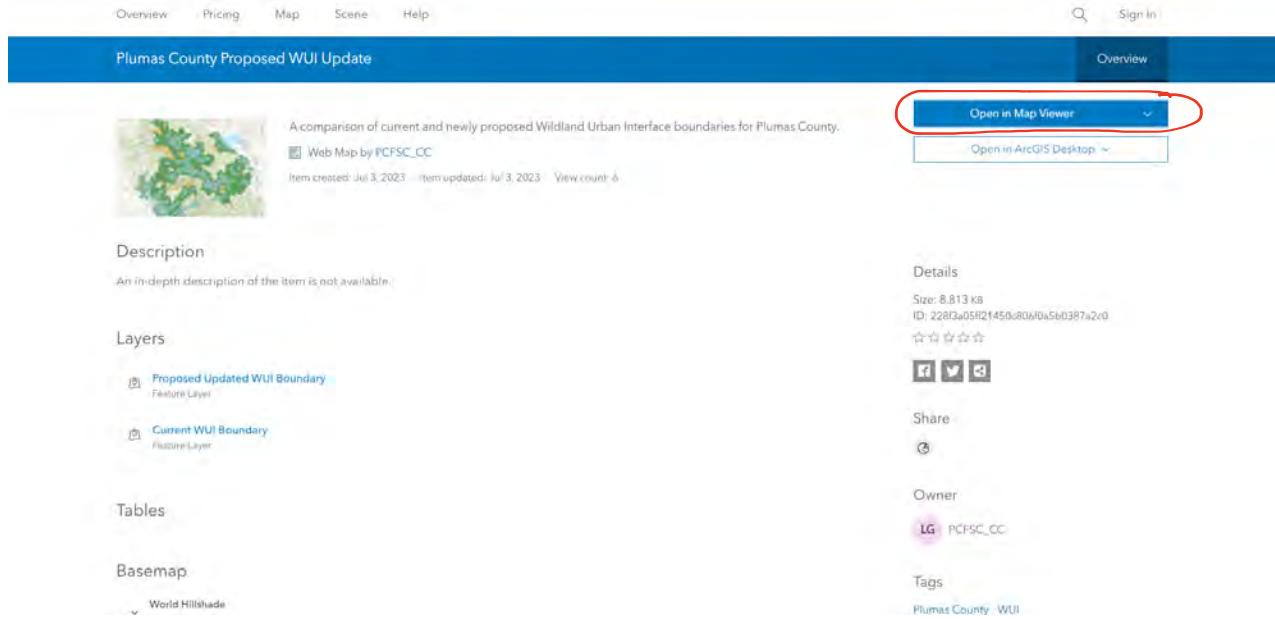
1:1,438,701

0 5 10 20 mi
0 15 30 60 km

California State Parks, Esri, HERE, Garmin, FAO, NOAA, USGS, Bureau of Land Management, EPA, NPS, Esri, CGIAR, USGS

Interactive Web-map for Proposed Update to Plumas County WUI Boundaries

The following link will take viewers to the page below. To view the map, select “Open in Map Viewer.”
<https://www.arcgis.com/home/item.html?id=228f3a05ff21450c806f0a5b0387a2c0>



Overview Pricing Map Scene Help Sign In

Plumas County Proposed WUI Update Overview

A comparison of current and newly proposed Wildland Urban Interface boundaries for Plumas County.

Web Map by PCFSC_CC

Item created: July 3, 2023 Item updated: July 3, 2023 View count: 0

Open in Map Viewer (button circled in red)

Open in ArcGIS Desktop

Description
An in-depth description of the item is not available.

Layers
Proposed Updated WUI Boundary Feature Layer
Current WUI Boundary Feature Layer

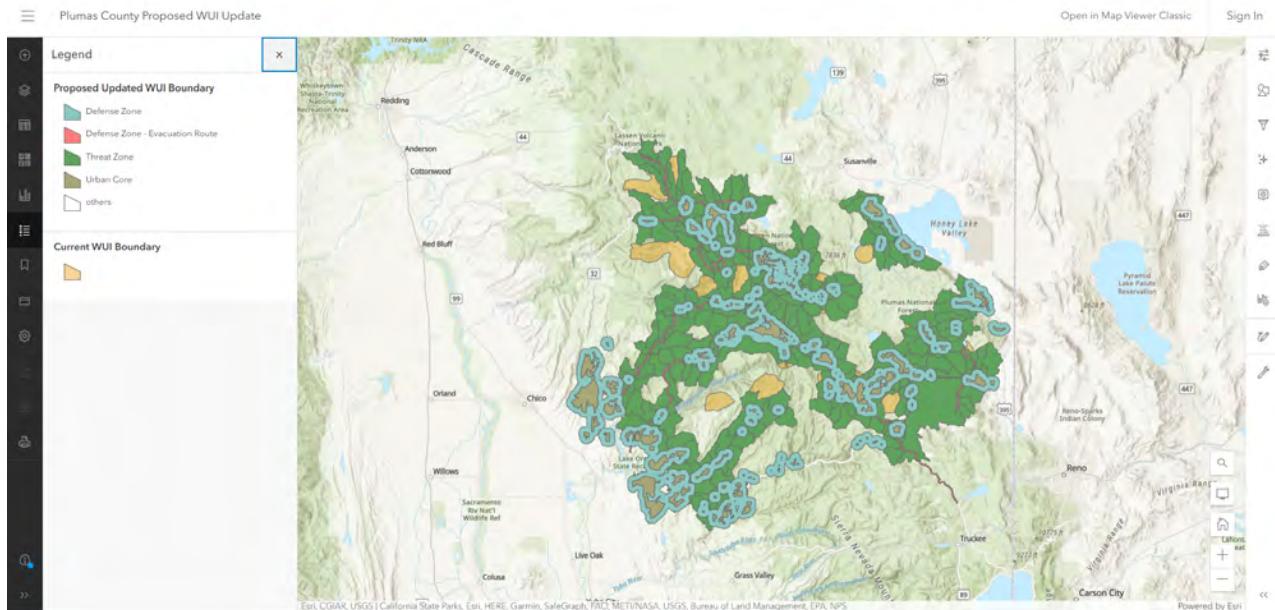
Details
Size: 8.813 KB
ID: 228f3a05ff21450c806f0a5b0387a2c0
☆☆☆☆☆

Share

Owner LG PCFSC_CC

Tags Plumas County - WUI

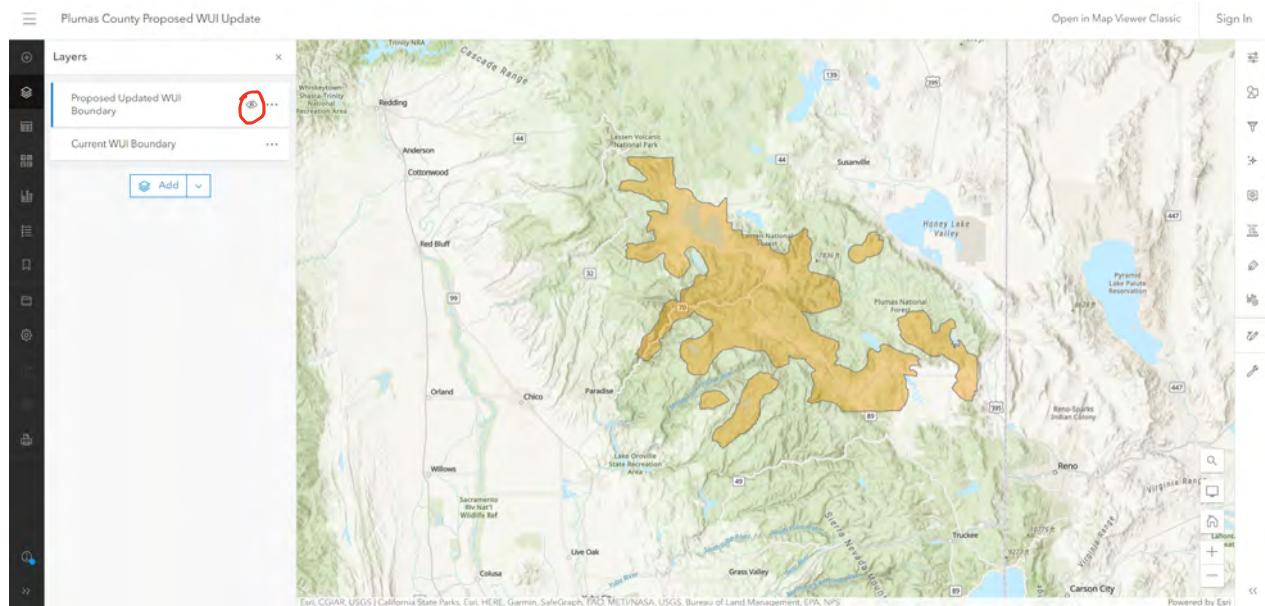
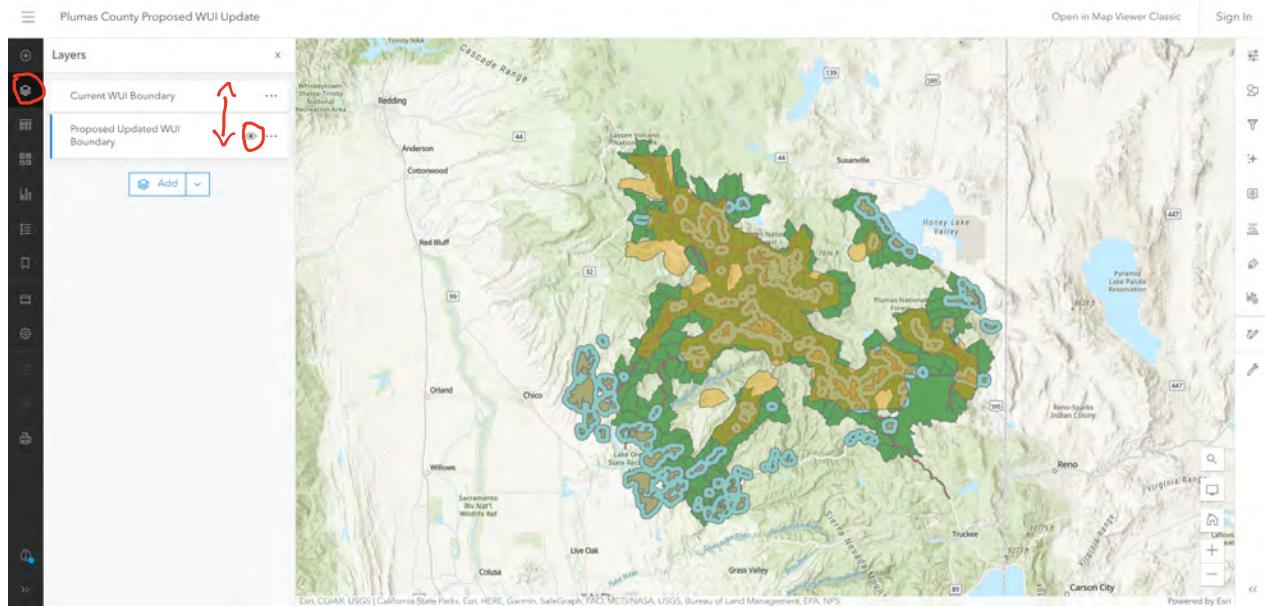
The map viewer will take viewers to the following page, with the legend listed on the left.



Circled in red, viewers can edit map layers in the layers tab.

Viewers can rearrange the layers to display one over the other by dragging. Whichever layer is on top will be displayed over the other.

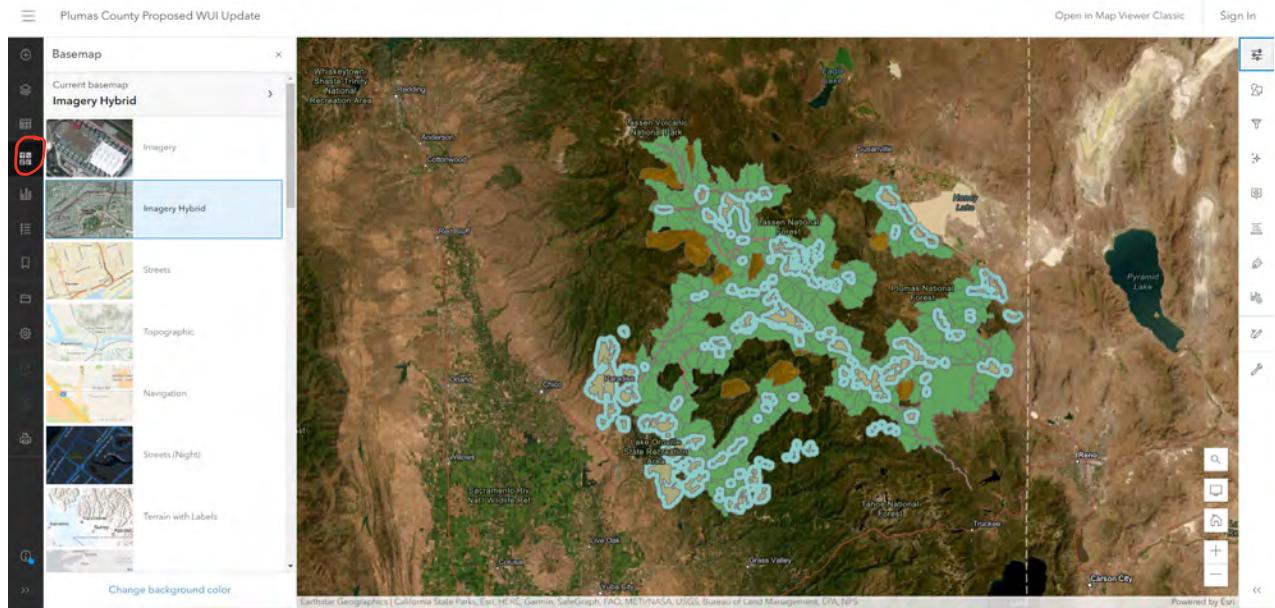
Viewers can also remove layers from the map entirely by clicking on the eyeball to the right of the layer tab, circled in red.



Edit the transparency of a layer by clicking it to reveal the appearance tab. Utilize the transparency slider to make the basemap more apparent.



Change the basemap by clicking on the basemap tab, circled in red.



To provide feedback on the new proposed WUI boundaries, contact the Plumas County Fire Safe Council at Liam@plumasfiresafe.org or (530) 927-5339.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christopher Driscoll, Deputy Sheriff

MEETING DATE: October 3, 2023

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Department and DeMartile Automotive Inc. to provide vehicle repair and maintenance for Sheriff's Office vehicles; effective October 1, 2023; not to exceed \$40,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize the chair to sign an agreement with DeMartile Automotive Inc. to provide vehicle repair and maintenance for Sheriff's Office vehicles. Approved as to form by County Counsel. Budgeted item

Background and Discussion:

DeMartile provided automotive maintenance and repair for Sheriff's Office vehicles to include safety inspections

Action:

Approve and authorize the chair to sign the agreement

Fiscal Impact:

Budgeted item for vehicle maintenance and repair

Attachments:

1. 23-693 FINAL (1)

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Department** (hereinafter referred to as "County"), and DeMartile Automotive, Inc, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty Thousand Dollars (\$ 40,000.00).
3. **Term.** The term of this agreement shall be from October 1, 2023 through September 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from October 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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

County:

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

Contractor:

DeMartile Automotive, Inc.
200 E. Main Street
Quincy, CA 95971
Attention: Kathy DeMartile

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

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

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

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

CONTRACTOR:

DeMartile Automotive, Inc. A California Corporation

By: _____
Name: Evans DeMartile
Title: CEO
Date signed: _____

By: _____
Name: Kathy DeMartile
Title: CFO
Date signed: _____

COUNTY:

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

By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: _____

ATTEST:
By: _____
Name: Kristina Rogers
Title: Deputy Clerk of the Board
Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel

9/13/2023

_____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Lube, oil and filter changes (LOF).
 - b. Vehicle inspection.
 - c. Tire rotation.
 - d. Mounting and balancing of tires.
 - e. Sale and installation of new tires.
 - f. Engine repair and replacement.
 - g. Drivetrain repair and replacement.
 - h. Diagnostics, including drivability and mechanical repairs.
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$105.00 per hour.
2. All store parts shall be provided at list price minus ten percent (10%).
3. All dealer ship parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes.
6. LOF changes with inspection shall be charged at \$52.00 (all inclusive) for up to seven (7) quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christopher Driscoll, Deputy Sheriff

MEETING DATE: October 3, 2023

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Frank's Garage LLC for vehicle maintenance and repair; effective September 15, 2023; not to exceed \$60,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize the chair to sign an agreement between the Sheriff's Office and Frank's Garage LLC for vehicle maintenance and repair. Approved to form by County Counsel

Background and Discussion:

Frank's Garage is one of the local businesses that does repair and maintenance on Sheriff's Office vehicles

Action:

Approve and authorize the chair to sign the agreement

Fiscal Impact:

Budgeted item for vehicle repair and maintenance.

Attachments:

1. 23-706 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Franks Garage, LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand Dollars (\$ 60,000.00).
3. **Term.** The term of this agreement shall be from September 15, 2023 through September 14, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from September 15, 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.

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS _____

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

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

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

County:

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

Contractor:

Frank's Garage
270 Crescent Street
Quincy, CA 95971
Attention: Bryan Strecker

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

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

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

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

CONTRACTOR:

Frank's Garage, LLC

By: _____

Name: Bryan Strecker

Title: Managing Member

Date signed:

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Kristina Rogers

Title: Deputy Clerk of the Board

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

9/20/2023

_____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Lube, oil and filter changes (LOF).
 - b. Vehicle inspection.
 - c. Tire rotation.
 - d. Engine repair and replacement.
 - e. Drivetrain repair and replacement.
 - f. Diagnostics, including driveability and mechanical repairs.
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$100 per hour.
2. All parts shall be provided at cost price plus 5%.
3. LOF changes shall be charged at \$16.25 per hour plus parts at cost.
4. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
5. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: October 3, 2023

SUBJECT: **Approve and authorize the Director of Facility Services & Airports to begin contract negotiations with Brandley Engineering for Airport consulting services; recommendation of award; discussion and possible action**

Recommendation:

Approve and authorize the Director of Facility Services & Airports to begin contract negotiations with Brandley Engineering for Airport consulting services; recommendation of award.

Background and Discussion:

On August 8, 2023 the Board of Supervisors approved the request to solicit a Request For Qualifications (RFQ) for an Airport Consultant(s) to assist with Airport Capital Improvement projects at Rogers Field, Gansner Field, and Nervino Airport.

The Federal Aviation Administration (FAA) requires that the sponsor (Plumas County) solicit a RFQ every 5 years for consultants to work on FAA funded projects. The FAA requires the Airport consultant selection process to be separate for Planning services and Engineering services. However, the same consultant can be selected if they are the most qualified consultant for each.

The RFQ's were released on August 9, 2023 and closed at 4:00 p.m. on August 31, 2023. Facility Services & Airports received two statements of qualifications for planning services; one from Brandley Engineering, and one from Coffman Associates. Brandley Engineering was the only consultant that submitted a statement of qualifications for engineering services.

After reviewing the statement of qualifications that were submitted (based on evaluation criteria for both RFQ's), Facility Services & Airports believes that Brandley Engineering is the most qualified firm to provide Planning and Engineering services at Rogers Field, Gansner Field, and Nervino Airport.

Evaluation criteria/rating sheets are attached for reference.

Action:

Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve this request.

Fiscal Impact:

No fiscal impact to the General Fund. FAA contributes 90%, State of California contributes 4.5%, and the sponsor (Plumas County) contributes 5.5% (out of the Airport budget/fund) for Airport capital improvement projects/consulting services.

Attachments:

1. 2023 RFQ for Planning services - Evaluation criteria
2. 2023 RFQ for Engineering services - Evaluation criteria

2023 RFQ for Planning Services

Airport Capital Improvement Plan

Brandley Engineering

Evaluation Criteria

Qualifications and relevant experience of firm	20 Points	<u>20</u>
Qualifications and relevant experience of key staff	20 Points	<u>20</u>
Understanding of FAA requirements and processes	20 Points	<u>20</u>
Approach to projects	15 Points	<u>15</u>
Understanding of County Airport Facilities	15 Points	<u>15</u>
Demonstrated ability to meet schedules/deadlines	<u>10 Points</u>	<u>10</u>
Total Points Possible	100 Points	<u>100</u>

2023 RFQ for Planning Services

Airport Capital Improvement Plan

Coffman Associates – Airport Consultants

Evaluation Criteria

Qualifications and relevant experience of firm	20 Points	<u>20</u>
Qualifications and relevant experience of key staff	20 Points	<u>18</u>
Understanding of FAA requirements and processes	20 Points	<u>20</u>
Approach to projects	15 Points	<u>15</u>
Understanding of County Airport Facilities	15 Points	<u>12</u>
Demonstrated ability to meet schedules/deadlines	<u>10 Points</u>	<u>10</u>
Total Points Possible	100 Points	<u>95</u>

2023 RFQ for Engineering Services

Airport Capital Improvement Plan

Brandley Engineering

Evaluation Criteria

Qualifications and relevant experience of firm	20 Points	<u>20</u>
Qualifications and relevant experience of key staff	20 Points	<u>20</u>
Understanding of FAA requirements and processes	20 Points	<u>20</u>
Approach to projects	15 Points	<u>15</u>
Understanding of County Airport Facilities	15 Points	<u>15</u>
Demonstrated ability to meet schedules/deadlines	<u>10 Points</u>	<u>10</u>
Total Points Possible	100 Points	<u>100</u>



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: October 3, 2023

SUBJECT: Adopt **RESOLUTION** of the Plumas County Board of Supervisors authorizing the Director of Airports or County Administrative Officer to (1) Submit pre-applications and applications for Airport Improvement Program (AIP) grants, (2) Accept AIP grant funds, and (3) Execute AIP grant agreements; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt resolution authorizing the Director of Airports or County Administrative Officer to (1) Submit pre-applications and applications for Airport Improvement Program (AIP) grants, (2) Accept AIP grant funds, and (3) Execute AIP grant agreements.

Background and Discussion:

The current resolution (21-8585) solely authorizes the Director of Airports to (1) Submit pre-applications and applications for Airport Improvement Program (AIP) grants, (2) Accept AIP grant funds, and (3) Execute AIP grant agreements.

Due to my resignation, it would be in the County's best interest to adopt a new resolution authorizing the Director of Airports or the County Administrative Officer to (1) Submit pre-applications and applications for AIP grants, (2) Accept AIP grant funds, and (3) Execute AIP grant agreements in order to keep airport projects moving along and not delay reimbursement from the FAA and/or the State of California.

Action:

Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve this request.

Fiscal Impact:

No fiscal impact to the General Fund.

Attachments:

1. Airport Resolution 10.3.2023

RESOLUTION NO.

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DIRECTOR OF AIRPORTS OR COUNTY ADMINISTRATIVE OFFICER TO (1) SUBMIT PRE APPLICATIONS AND APPLICATIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) GRANTS, (2) ACCEPT AIP GRANT FUNDS, AND (3) EXECUTE AIP GRANT AGREEMENTS.

WHEREAS, the County of Plumas and the Federal Aviation Administration are parties to Federal Airport Improvement Program (AIP); and,

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and,

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of applications for AIP Matching grants; and,

WHEREAS, the need to apply for and accept Federal and State grant funds and to manage the allocation of grant funds among Plumas County airports recurs regularly, and it is to the County's benefit to authorize the Director of Airports or County Administrative Officer to take such actions without delay.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California;

1. Authorizes the Director of Airports or the County Administrative Officer to file any and all applications for Federal and State AIP grants for airport projects.
2. Authorizes the Director of Airports or the County Administrative Officer to accept the allocation of any and all Federal and State AIP grant funds for airport projects.
3. Authorizes the Director of Airports or the County Administrative Officer to execute any and all AIP Grant Agreements and other documentation necessary to apply for and accept Federal and State AIP funds for airport projects, subject to approval as to form by the Plumas County Counsel.
4. Director of Airports or the County Administrative Officer to bring back to the Board for review of all AIP Grant Agreements.

BE IT FURTHER RESOLVED, that the authority granted above does not affect the need to comply with the Plumas County Purchasing Policy with respect to expenditure of AIP grant funds.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the 3rd day of October, 2023, and the resolution was duly adopted at said meeting by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

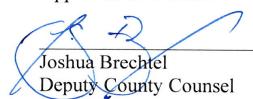
ABSTAIN: _____

Greg Hagwood, Chair
Plumas County Board of Supervisors

ATTEST:

Kristina Rogers, Deputy Clerk of the Board
County of Plumas, State of California

Approved as to form:



Joshua Brechtel
Deputy County Counsel



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Lindsay Fuchs, County Librarian

MEETING DATE: October 3, 2023

SUBJECT: Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number CLLS 23-61; in the amount of \$28,500.00; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number CLLS 23-61, in the amount of \$28,500.00; approved as to form by County Counsel.

Background and Discussion:

The CA State Library provides funding through the California Library Literacy Services (CLLS) Program to help libraries provide literacy programs for their communities. This funding is specifically for adult and family literacy needs and covers subjects such as computer literacy, financial literacy, GED-prep, basic reading comprehension, basic math comprehension, and other related topics.

Action:

Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the Grant Funding Agreement number CLLS 23-61, in the amount of \$28,500.00; approved as to form by County Counsel.

Fiscal Impact:

The grant partially pays for the salary, office expenses and materials for specific programs run under the Literacy Dept. These funds would otherwise come from the County's General Fund.

Attachments:

1. CLLS Resolution FINAL
2. CLLS Grant FINAL

**PLUMAS COUNTY LIBRARY
RESOLUTION NO. _____**

**RESOLUTION TO AUTHORIZE THE PLUMAS COUNTY LIBRARIAN TO EXECUTE
THE GRANT FUNDING AGREEMENT NUMBER CLLS23-61**

WHEREAS, the Plumas County Library has been selected to receive grant monies in the amount of \$28,500 through the California State Library and the California Library Literacy Services under Award Agreement number CLLS 23-61; and

WHEREAS, the Agreement to receive these funds requires a resolution from the Plumas County Board of Supervisors authorizing a legally designated representative before such funds can be claimed through the California Library Literacy Services Program; and

WHEREAS, the Plumas County Board of Supervisors wishes to delegate authorization to execute these agreements and receive and expend funds regarding these grant monies; and

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Library that the County Librarian is authorized to execute all Grant Agreements and receive and expend funds under Agreement number CLLS 23-61 and any amendments thereto subject to any Plumas County purchasing policies and approval of form by County Counsel

APPROVED AND PASSED this _____ by the Plumas County Board of Supervisors

AYES:

NOES:

ABSENT:

Greg Hagwood, Chair
Chair of the Board of Supervisors

ATTEST:

Kristina Rogers
Deputy Clerk of the Board

Approved as to form:


Joshua Brechtel
Deputy County Counsel



September 7, 2023

Lindsay Fuchs
Plumas County Library
445 Jackson Street
Quincy, CA 95971

Dear Ms. Fuchs,

We're pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

The state budget continues California Library Literacy Services funding at \$4.82 million for adult literacy services and \$2.5 million for family literacy services.

Your total award amounts for the 2023-2024 fiscal year beginning July 1, 2023, are:

In Process

- Adult Literacy Services: **\$24,500**
- Family Literacy Services: **\$4,000**
- **Total Award: \$28,500**

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your Adult Literacy Services Award and 100% of your Family Literacy Services Award:

- 90% of the Adult Literacy Award: **\$22,050**
- 100% of the Family Literacy Award: **\$4,000**
- **Total Initial Award Amount: \$26,050**

Information about claiming the remainder of your award is included in the payment schedule at the end of your award packet.

Your funds must be encumbered by June 30, 2024, and fully expended, in accordance with your approved budget on file with the State Library, by December 31, 2024. Encumbered funds are those that have been deposited in the grantee's accounting system and for which a budget has been provided to and approved by the State Library.



To ensure program expenditures are consistent with the California Library Literacy Services allowable expenses, please review the [California Library Literacy Services Allowable and Unallowable Expenses](#) guidelines. If you have any questions about expenses or expending your award funds, please contact Allyson Jeffredo at Allyson.Jeffredo@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the [CLS Mission, Values, and Program Essentials](#). Additional California Library Literacy Services resources can be found on the [California Library Literacy Services website](#).

The payment process begins when we receive your completed and signed budget modification form (if needed), claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance (attached). All forms should be completed and signed through DocuSign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Please contact your Advisor Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov, and your Grant Monitor Allyson Jeffredo, Allyson.Jeffredo@library.ca.gov, with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

DocuSigned by:


Greg Lucas
BDA50981C41C416...

Greg Lucas
California State Librarian

Cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
Fiscal Office, stategrants.fiscal@library.ca.gov



Enc: Re: CLLS23-61: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

In Process

Plumas County Library

THE BASICS – YOUR GRANT AWARD

The following provides basic information about your grant and managing your grant.

Award #:	CLLS23-61
Library:	Plumas County Library
Total Award Amount:	\$28,500

APPROVED ALS BUDGET

Salary and Benefits	\$24,500
Contract Staff	\$ 0
Operations	\$ 0
Library Literacy Materials	\$ 0
Small Equipment	\$ 0
Equipment (\$5,000 or more per unit)	\$ 0
Subtotal	\$24,500
Indirect	\$ 0
Grant Total	\$24,500

APPROVED FLS BUDGET

Salary and Benefits	\$4,000
Contract Staff	\$ 0
Operations	\$ 0
Library Literacy Materials	\$ 0
Small Equipment	\$ 0
Equipment (\$5,000 or more per unit)	\$ 0
Subtotal	\$4,000
Indirect	\$ 0
Grant Total	\$4,000

Start Date:	Upon execution
End Date:	June 30, 2024

Please understand that it can take between eight to ten weeks following the receipt of an error free claim form before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

CONTACT

We want your project to be successful. Please work with the program staff listed below to implement your project:

Literacy Analyst:	Allyson Jeffredo
Phone Number:	(916) 603-6709
Email Address:	allyson.jeffredo@library.ca.gov
Library Programs Consultant:	Beverly Schwartzberg
Phone Number:	(916) 701-6880
Email Address:	beverly.schwartzberg@library.ca.gov

Plumas County Library

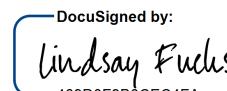
CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

445 Jackson Street, Quincy, CA 95971

SIGNED

DocuSigned by:

469D0F9B0CEC4FA...

Signature - Authorized representative

Lindsay Fuchs
County Librarian

Typed/Printed Name and Title of Authorized Representative

lindsayfuchs@countyofplumas.com

Email address of authorized representative

DATE

9/14/2023

Plumas County Library

PROJECT INFORMATION:

Invoice #: CLLS23-61

Project Title: California Library Literacy Services

Grantee: Plumas County Library

Funding Start Date: Upon execution

Term Completion: June 30, 2024

In Process

*Plumas County Library***Total Award: \$28,500****PAYMENT SCHEDULE:**

Libraries receive 90% of their Adult Literacy Services award and 100% of their Family Literacy Services award upon receipt of the award letter.

Libraries receive the final payment of their Adult Literacy Services award after successful completion of the CLLS Mid-Year Report form.

Note: Libraries have 18 months to spend their California Library Literacy Services award funds, from July 1, 2023, in which the funds are awarded until December 31 the following year.

	Adult Literacy Services	Family Literacy Services	Total Allocation
Initial Payment	\$22,050	\$4,000	\$26,050
Final Payment	\$2,450		\$2,450
Total:	\$24,500	\$4,000	\$28,500

REPORTING:

Libraries will be required to submit a mid-year financial and narrative report and a final report. Reminder emails will be sent out beginning six weeks before the required report is due.

All required reporting materials will be located on the California State Library's website. The reporting schedule is detailed below.

Mid-year Financial and Narrative Report	Due January 31, 2024
Final Report	Due September 30, 2024

Note: A budget modification form will be required for all budget changes regardless of amount. Modification forms may be submitted throughout the year but no later than May 31st.



STATE FUNDED GRANTS
AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE
In Process



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Plumas County Library for the California Library Literacy Services project.

AWARD AGREEMENT NUMBER CLLS23-61

This Award Agreement ("Agreement") is entered into on July 1, 2023, by and between the California State Library ("State Library") and Plumas County Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded California Library Literacy Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$28,500 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins July 1, 2023, and ends June 30, 2024. The project's final expenditure date is December 31, 2024. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project's final encumbrance period ends on June 30, 2024, and all eligible program costs must be expended by December 31, 2024.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the California Library Literacy Services project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 1 - December 31	Mid-Year Report Due	January 31, 2024
July 1 – June 30	Final Report Due	September 30, 2024

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outlined in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. Prompt Payment Clause

The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, et. seq. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to

either cancel this Agreement with no liability occurring to itself or offer an
Agreement amendment to the Grantee to reflect the reduced amount.

In Process



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the California Library Literacy Services project.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
- d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
- e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until

completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Plumas County Library
Lindsay Fuchs
445 Jackson Street
Quincy, CA 95971
lindsayfuchs@countyofplumas.co
m
(530) 283-6575

California State Library
Allyson Jeffredo
900 N Street
Sacramento, CA 95814
Allyson.jeffredo@library.ca.gov
(916) 603-6709

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either

directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Grantee is responsible for obtaining any necessary licenses, permissions, releases, or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) The Grantee's policy of maintaining a drug-free workplace.
- 3) Any available counseling, rehabilitation, and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the California Library Literacy Services project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.
13. Federal and State Taxes: The State Library shall not:
 - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
 - c. Withhold Federal or State income taxes from Grantee's payments.Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.
16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement.

The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.
23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute, or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$28,500 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2,

§11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform):** When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System:** When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
- e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications, or

provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.

g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, et. seq.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, et. seq. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other

format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
 - a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$26,050 upon execution of the agreement and submission of claim by the grantee organization.
 - o If applicable, second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of \$2,450.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian

shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.
Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.
49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

In Process



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$28,500. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et. seq.)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et. seq.)
11. **RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name: Lindsay Fuchs	Address (official and complete): 445 Jackson St Quincy CA 95971
PROJECT COORDINATOR	
Name: Lindsay Fuchs	
Email: lindsayfuchs@countyofplumas.com	Phone: 530-283-6575
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Lindsay Fuchs	Title:
Email: lindsayfuchs@countyofplumas.com	Phone: 530-283-6575
Signature:  469D0F9B0CEC4FA	Date: 9/14/2023

In Process



Authorized Representative Signature

ORGANIZATION	
Name: Plumas County Library	Address (official and complete): 445 Jackson St Quincy CA 95971
AUTHORIZED REPRESENTATIVE	
Signature:  DocuSigned by: Lindsay Fuchs 469DD0F9B0CEC4FA...	Date: 9/14/2023
Printed Name of Person Signing: Lindsay Fuchs	Title: County Librarian
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature:  DocuSigned by: Greg Lucas BDA50981C41C416...	Date: 9/11/2023
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT C: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
 Please Check State of California, Department of Human Resources Website for
 updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.585 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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24 August 2023

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, 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 contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814



**CALIFORNIA LIBRARY LITERACY AND ENGLISH ACQUISITION SERVICES
FINANCIAL CLAIM
1st PAYMENT**

Grant Award #:	CLLS23-61	Date:	9/14/2023
Invoice #:	CLLS23-61-01	PO #:	6728
Payee Name:	Plumas County Library (Legal name of authorized agency to receive, disburse and account for funds*)		
Complete Address:	445 Jackson St Quincy CA 95971 Street Address, City, State, Zip Code (Warrant will be mailed to this address)		
Amount Claimed:	\$26,050 (Payable Upon Execution of Agreement)	Type of Payment:	<input checked="" type="checkbox"/> PROGRESS <input type="checkbox"/> FINAL <input type="checkbox"/> IN FULL <input type="checkbox"/> AUGMENT
Grantee Name:	Plumas County Library (Name on Award Letter and Agreement)		
Project Title:	California Library Literacy Services		

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

DocuSigned by:

By 
469D0F9B0CEC4FA...

(Signature of the Authorized Representative)

Lindsay Fuchs

County Librarian

(Print Name)

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2023
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: N/A

ITEM NO: 6120-213-0001, Chapter 12, Statutes of 2023
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By

Date

(State Library Representative)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

Plumas County

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

— — — - — — - — — — —

OR

Federal Employer Identification Number (FEIN)

— — - — — — — — — — — —

Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California

Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

*I hereby certify under penalty of perjury that the information provided on this document is true and correct.
Should my residency status change, I will promptly notify the state agency below.*

NAME OF AUTHORIZED PAYEE REPRESENTATIVE **TITLE** **E-MAIL ADDRESS**

SIGNATURE Docusigned by:

Lindsay Fuchs

469D0F9B0CEC4FA...

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX

TELEPHONE (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: October 3, 2023

SUBJECT: Adopt RESOLUTION to authorize the Director of Behavioral Health to Ratify and sign agreement with Nevada County Department of Behavioral Health for after hours telephone services; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt RESOLUTION to accept a contract for After-Hours Telephone Triage services with County of Nevada, Department of Behavioral Health; and authorize the County Behavioral Health Director to sign any documents pertaining to this agreement. Approved to form by County Counsel; discussion and possible action. No General Fund Impact.

Background and Discussion:

Nevada County Department of Behavioral Health After-Hours Telephone Triage will receive calls for service after 5:00pm and prior to 8:00am, collecting caller information, documenting, making assessments for appropriate referrals to on-call crisis workers, also providing information, consultation, and education for clients by telephone as appropriate.

Action:

Adopt RESOLUTION to accept a contract for After-Hours Telephone Triage services with County of Nevada, Department of Behavioral Health; and authorize the County Behavioral Health Director to sign any documents pertaining to this agreement. Approved to form by County Counsel; discussion and possible action. No General Fund Impact.

Fiscal Impact:

No Impact on General Funds

Attachments:

1. 4.E.1.

RESOLUTION NO. 23-

**RESOLUTION TO AUTHORIZE THE DIRECTOR OF BEHAVIORAL HEALTH
TO RATIFY AND SIGN AGREEMENT WITH NEVADA COUNTY DEPARTMENT
OF BEHAVIORAL HEALTH FOR AFTER HOURS TELEPHONE SERVICES**

WHEREAS, Nevada County Behavioral Health agrees to provide telephone triage services to Plumas County Behavioral Health, weekdays after 5:00 PM through 8:00 AM, to include weekends and holidays for the term of this agreement. Nevada County Behavioral Health sub-contractor, Auburn Counseling Services, Inc. dba Communicare, will receive all calls, collect all intake information, document all calls through utilization of county Cerner Electronic Health Record, and make assessments for appropriate referrals to Plumas County Behavioral Health on-call crisis staff.

WHEREAS, Plumas County Behavioral Health Director to ratify and sign Agreement for after-hours telephone services.

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

Approve and authorize the County Behavioral Health Director to sign agreement with Nevada County Behavioral Health.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors , County of Plumas, State of California, at a regular meeting of said Board held on the 19th day of September, 2023 by the following vote:

AYES:

NOES:

ABSENT:

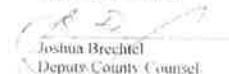
ABSTAIN:

Greg Hagwood
Chair, Plumas County Board of Supervisors

ATTEST:

Kristina Rogers
Deputy, Clerk/Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel

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

DESCRIPTION:	Telephone Triage Services
CONTRACT NO.:	
BEGINS:	July 1, 2023
ENDS:	June 30, 2026
ADMINISTERING AGENCY:	Health and Human Services, Adult System of Care

This is an Agreement made and operative as of the 1st day of July, 2023, between the COUNTY OF PLUMAS through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **County of Nevada, Department of Behavioral Health**, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Plumas County, and,

WHEREAS, CONTRACTOR currently operates a 24 hours per day, seven days per week telephone crisis triage service, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with Telephone Triage Services, as set forth in **Exhibit A titled Scope of Services**, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in **Exhibit B, titled Payment Provisions**. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed \$201,600, \$67,200 per fiscal year. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**
 - 5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be received by COUNTY by 5pm June 20th, and invoices for actual services provided between

June 16th and June 30th shall be received by COUNTY by 5pm July 15th. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. **Exhibit B, titled Payment Provisions** shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt.

- 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Plumas County Behavioral Health
Fiscal Attn: Che Shannon
Management Analyst
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971
(530) 283-6307 Ext. 1041

Email: cshannon@pcbh.services

- 5.3. **Payment Delay** Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.

7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At COUNTY'S discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR'S use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by which of CONTRACTOR'S personnel.

8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and

accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.

10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

- 10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
- 10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
- 10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
- 10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2026, unless terminated earlier pursuant to Agreement. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

12. **CONTINGENCY OF FUNDING:**

- 12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY'S sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.

12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Plumas Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. TERMINATION:

13.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

13.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

13.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. RECORDS:

- 16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
- 16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- 16.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- 16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory livescan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

20. CONFIDENTIALITY of RECORDS and INFORMATION:

- 20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality.

CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

- 20.1.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.
- 20.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.
21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.
22. **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.

23. **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.

23.1. 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).

23.2. 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.

23.3. 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.

23.4. 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.

24. **CONTRACT ADMINISTRATOR:**

24.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

24.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services,

notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

24.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Sharon Sousa, LMFT, Interim Director

Plumas County Behavioral Health

25. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Sharon Sousa, Interim Director
 Plumas County Behavioral Health
 270 County Hospital Road Suite 109
 Quincy, CA 95971

If to CONTRACTOR: Phebe Bell, Director
 Nevada County Behavioral Health
 500 Crown Point Circle, Suite 120
 Grass Valley, CA 95945
 530/265-1437

26. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

27. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.

28. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.

29. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.

30. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

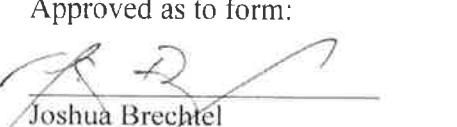
31. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Plumas, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Plumas County Superior Court or the United States District Court, Eastern District of California.

32. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("CONTRACTOR")	
<u>Phebe Bell</u>	
Phebe Bell, Director Nevada County Behavioral Health Department	
Date:	08/24/2023
Approved as to Form Office of Nevada County Counsel	
<u>Jamie Hoganson</u>	
Date:	08/24/2023

COUNTY OF PLUMAS ("COUNTY")	
<hr/> <p>Sharon Sousa, LMFT, Interim Director, Plumas County Behavioral Health Department</p>	
Date:	<hr/>
<hr/> <p>Approved as to form:</p>  <p>Joshua Brechtel Deputy County Counsel</p> <hr/>	
Date:	9/6/2023

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – County Facility or Equipment to be used by Contractor
- Exhibit E – Records and Reporting Exhibit
- Exhibit F – Schedule of HIPAA Provisions for Business Associates

EXHIBIT A

SCOPE OF SERVICES

1. Program Description:

- 1.1. CONTRACTOR agrees to provide, and COUNTY agrees to accept, Telephone Triage Services, which parties acknowledge and agree will be provided through a subcontract with Auburn Counseling Services, Inc. dba Communicare, for Plumas County Behavioral Health. Contractor calls include Mental Health and Substance Use Disorder (SUD) referrals for adults and 5150 referrals for adults, children, and youth.
- 1.2. Telephone Triage Services shall be provided weekday After-Hours (after 5:00 p.m. and prior to 8:00 a.m.) and All-Hours (after 5:00 p.m. the day before the weekend/holiday and prior to 8:00 a.m. day after weekend/holiday) for weekends and holidays for the term of this Agreement.

2. The specific responsibilities of the CONTRACTOR:

- 2.1.1. Receive all calls, collect all intake information, and make assessment for appropriate referral to the COUNTY Behavioral Health Access Contact or to the COUNTY on- call crisis worker. Provide information, consultation, and education for clients by telephone as appropriate.
- 2.1.2. Document all Behavioral Health calls through utilization of the COUNTY daily log
- 2.1.3. Daily call logs recorded in the spreadsheet will be sent to the COUNTY thru Fax, (530) 283-6045, or encrypted email, plumasfax@kingsview.org
- 2.1.4. Use the COUNTY screening tool to determine linkage of mental health services to the specific manage care plan, where appropriate.
- 2.1.5. For Mental Health Crisis calls, including referral of any 5150 evaluations, transfer the call to the COUNTY on-call staff providing crisis services.
- 2.2. For documentation, the CONTRACTOR shall meet requirements set forth by the Department of Healthcare Services (DHCS), Department of Social Services (DSS), and Plumas County's Managed Care Program to meet the requirements of assuring access to Mental Health Services and Substance Use Disorder services.
- 2.3. All staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers and 2) Ensuring that all requirements of the After-Hours access line are met. New hires will receive training within 30 days of hire.

3. The specific responsibilities of COUNTY are as follows:

- 3.1. Provide training, support, and equipment to provider staff to ensure a smooth transition of telephone triage services.

Provide training and support to provider staff to ensure necessary documentation for billing purposes.

4. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- 4.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules, and further agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
- 4.2. Except as otherwise required by law, CONTRACTOR shall not disclose medical or mental health data or documents or disseminate the contents of the final or any preliminary report without express permission of the California Department of Health Care Services (DHCS) (formerly the California Department of Mental Health [DMH])
- 4.3. Permission to disclose information or documents on one occasion or at public hearings held by DHCS relating to the same shall not authorize CONTRACTOR to further disclose such information or documents on any other occasion, except as otherwise required by law.
- 4.4. CONTRACTOR shall not comment publicly to the Press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or DHCS'S actions on the same, except to DHCS staff, CONTRACTOR own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.
- 4.5. If requested by DHCS, CONTRACTOR shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DHCS and shall supply DHCS with evidence thereof.

PAYMENT PROVISIONS

COUNTY will pay the CONTRACTOR at a monthly rate of \$5,600 as full payment for each full month during which Telephone Triage Services are provided as set forth in Section 1, Scope of Services and Exhibit A. The total contractual obligation shall not exceed \$201,600 over the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses.

PLUMAS COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

- 1.1. COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR and CONTRACTOR'S officers, officials, employees, agents, volunteers and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its officers, officials, employees, agents, volunteers and elective and appointive boards
- 1.2. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, its officers, officials, employees, agents, volunteers and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its officers, officials, employees, agents, volunteers and elective and appointive boards.
- 1.3. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

2. INSURANCE:

- 2.1. CONTRACTOR understands and agrees the COUNTY, in accordance with Government Code section 990 and Labor Code Section 7300, has elected to self-insure and participate in risk pooling for general, auto, worker's compensation, and medical malpractice liability. Under these forms of insurance, the COUNTY covers tort and worker's compensation liability arising out of official COUNTY business and for work performed in this agreement. All claims against the COUNTY based on tort liability should be presented as a government claim to the Clerk of the Board.
- 2.2. COUNTY understands and agrees the CONTRACTOR, in accordance with Government Code section 990 and Labor Code Section 7300, has elected to self-insure and participate in risk pooling for general, auto, worker's compensation, and medical malpractice liability. Under these forms of insurance, the CONTRACTOR covers tort and worker's compensation liability arising out of official CONTRACTOR business and for work performed in this agreement. All claims against the CONTRACTOR based on tort liability should be presented as a government claim to the Clerk of the Board 950 Maidu Avenue, Suite 200 Nevada city, CA 95959.
(Gov.CodeSection900,et.Seq.) <https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County>. CONTRACTOR agrees to require each transferee, subcontractor and assignee to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering commercial general liability with limit no less than \$1,000,000, Insurance Services Office Form Number CA 0001 covering auto liability with limit no less than \$1,000,000, worker's compensation with limit no less than \$1,000,000, and professional liability (Errors and Omissions) insurance with limit no less than \$1,000,000.

COUNTY Facility or Equipment to be used by CONTRACTOR

Special Terms and Conditions including Security Standards for Plumas County Data Network

1. Specific Identification of Facility and Equipment. The following COUNTY facilities and/or equipment may be utilized by CONTRACTOR under this Agreement: (a) COUNTY main phone line will be transferred or rolled over to the CONTRACTOR per after-hour schedule, (b) Access to the COUNTY Citrix by three CONTRACTOR employees.
2. Use at COUNTY Discretion. Use of COUNTY facilities or equipment is made at COUNTY sole discretion. COUNTY may discontinue use of COUNTY facilities or equipment by CONTRACTOR upon reasonable notice. COUNTY reserves the right to provide substitute facilities or equipment at its discretion. COUNTY reserves the right to pre-approve all CONTRACTOR personnel who are to use COUNTY facilities or equipment. COUNTY reserves the right to require CONTRACTOR to remove any of CONTRACTOR personnel from COUNTY facilities or to discontinue use of COUNTY equipment.
3. Property Rights. All COUNTY facilities, equipment and data will remain under the sole ownership, custody and control of COUNTY and CONTRACTOR is not granted any property interest therein. CONTRACTOR shall only use COUNTY facilities and equipment for the purposes of fulfilling its obligations to COUNTY under this Agreement. CONTRACTOR may access any and all electronic or paper data and records created, transmitted, or accessed utilizing COUNTY equipment or while on COUNTY property.
4. Compliance with Laws and Regulations. CONTRACTOR and its employees shall comply at all times with all applicable laws, regulations, ordinances, and CONTRACTOR policies regarding use of the COUNTY facilities and equipment.
5. Confidentiality. CONTRACTOR and its employees are responsible for maintaining as confidential any confidential information of COUNTY or any third party, acquired in the course of using COUNTY facilities or equipment.
6. Conduct and Cooperation. CONTRACTOR and its employees and representatives are subject to the same rules of conduct as COUNTY employees when using COUNTY facilities and equipment. CONTRACTOR and its employees may be subject to additional clearances, obligations, and conditions depending on the nature of the COUNTY facility or equipment being utilized. CONTRACTOR and its employees will cooperate with COUNTY in providing any additional information, signing any forms or acknowledgments, and in reasonably participating as a potential witness in any investigations undertaken under COUNTY policies in which CONTRACTOR or its employees might have information.
7. Third Parties. CONTRACTOR may not permit any other person to occupy or use County's facilities or equipment, including by placing such person's equipment in a COUNTY space, without first obtaining County's written consent to do so. Such consent may be withheld by COUNTY in County's sole discretion.
8. Co-located CONTRACTOR Employees. Co-location of CONTRACTOR'S employees at COUNTY facilities is discouraged and co-location will only be authorized in extraordinary circumstances as necessary to fulfill important service obligations under this Agreement. Co-located CONTRACTOR

employees will be required to pass COUNTY back-ground check and acknowledge familiarity with identified COUNTY policies and procedures.

9. If CONTRACTOR is given access to COUNTY'S electronic billing system through COUNTY Citrix access or any similar access, CONTRACTOR shall utilize COUNTY electronic billing system to admit, discharge, enter service charges, check financial eligibility, and run reports specific to their clients via Citrix. CONTRACTOR shall be allowed to only view their assigned programs and clients. CONTRACTOR agrees to report to the Contract Administrator any inadvertent viewing of information that is outside their assigned programs and clients.

Records and Reporting Exhibit**1. RECORDS AND REPORTS:**

- 1.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
- 1.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- 1.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from COUNTY, then CONTRACTOR shall maintain them in accordance with 42 CFR Section 438 after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- 1.4. CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.
- 1.5. COUNTY, DHCS, the Comptroller General of the United States, and other authorized State or Federal agencies and representatives shall have the right to examine COUNTY'S records pertinent to the CONTRACTOR SAPTBG and DMC contract at any reasonable time.
 - 1.5.1. **Client Records:** CONTRACTOR shall maintain adequate records of each individual client including a record of services provided by the various professional and paraprofessional personnel in sufficient detail to evaluate services, and containing all data necessary in reporting to DHCS, including records of client interviews and progress notes. All client records shall be retained by CONTRACTOR in accordance with 42 CFR Section 438. Further, at the termination of contractual relationships between CONTRACTOR and COUNTY, COUNTY shall have such access to client records as is reasonably necessary to assure continuity of client care.
 - 1.5.2. **Financial Records:** Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Accounting records and supporting documentation shall be maintained in accordance with 42 CFR Section 438 following settlement of the Annual Cost Report. When an

audit has been started before the expiration in accordance with 42 CFR Section 438, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.

- 1.5.3. **Annual Cost Report:** CONTRACTOR shall provide an Annual Cost Report to the COUNTY no later than the first of September for activities from the prior fiscal year. The Annual Cost Report shall reflect all revenues and expenses detailed as to sources and application of funds, salaries and wages, employee benefits, services and supplies, and such other expenses as necessary to operate the services as defined in this Agreement. Failure to submit a timely Annual Cost Report may delay reimbursements payable by COUNTY to COUNTY.
- 1.5.4. **Independent Audit Report:** Within six (6) months of close of each COUNTY fiscal year, CONTRACTOR shall file a financial audit report as performed by an independent Certified Public Accountant, selected and performed in accordance with Federal Audit Guidelines OMB Super Circular.
- 1.5.5. **Agency Program Budget:** CONTRACTOR shall submit to COUNTY, for informational purposes upon request, its total corporation budget including: All program budgets, all revenue sources and projected revenue amounts, all cost allocations, and line-item breakdown of budget categories to include salary levels listed by job classification as well as detailing of operational and administrative expenses by cost center.
- 1.5.6. **Transfer of Records:** In the event that CONTRACTOR ceases operation, all files that are subject to audit shall be transferred to the COUNTY for proper storage of physical records and electronic data. CONTRACTOR shall notify COUNTY of impending closure as soon as such closure has been determined, and provide COUNTY with a complete list of records in its possession pertaining to COUNTY clients and operational costs under this Agreement. COUNTY shall promptly advise CONTRACTOR which records are to be transferred to the custody of COUNTY. Records not transferred to custody of COUNTY shall be properly destroyed by CONTRACTOR, and CONTRACTOR shall provide documentation of proper destruction of all such records to COUNTY.

**SCHEDULE OF HIPAA PROVISIONS
FOR BUSINESS ASSOCIATES**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS
ASSOCIATE AGREEMENT**

Contractor acknowledges that it is a "Business Associate" for purposes of this contract and of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (PHI) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the "minimum necessary" policies and procedures of the County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information (PHI) for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of the County for any purpose other than as permitted or required by this agreement or as required by law.
4. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
5. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
6. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or COUNTY in accordance with 45 CFR §164.528.
7. To the extent the Contractor is to carry out County's obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

8. Protect the privacy and provide for the security of Protected Health Information (PHI) and electronic Protected Health Information (ePHI) created, received, maintained or transmitted by Contractor pursuant to this agreement in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this agreement.
11. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this agreement; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
12. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.
13. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of County available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its

implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).

16. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith.
17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this agreement.
18. At termination of this contract, if feasible, Contractor agrees to return or destroy all protected health information received from, or created or received by the Contractor on behalf of County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

EXHIBIT A

SCOPE OF SERVICES

1. Program Description:
 - 1.1. CONTRACTOR agrees to provide, and COUNTY agrees to accept, Telephone Triage Services, which parties acknowledge and agree will be provided through a subcontract with Auburn Counseling Services, Inc. dba Communicare, for Plumas County Behavioral Health. Contractor calls include Mental Health and Substance Use Disorder (SUD) referrals for adults and 5150 referrals for adults, children, and youth.
 - 1.2. Telephone Triage Services shall be provided weekday After-Hours (after 5:00 p.m. and prior to 8:00 a.m.) and All-Hours (after 5:00 p.m. the day before the weekend/holiday and prior to 8:00 a.m. day after weekend/holiday) for weekends and holidays for the term of this Agreement.
2. The specific responsibilities of the CONTRACTOR:
 - 2.1.1. Receive all calls, collect all intake information, and make assessment for appropriate referral to the COUNTY Behavioral Health Access Contact or to the COUNTY on- call crisis worker. Provide information, consultation, and education for clients by telephone as appropriate.
 - 2.1.2. Document all Behavioral Health calls through utilization of the COUNTY daily log
 - 2.1.3. Daily call logs recorded in the spreadsheet will be sent to the COUNTY thru Fax, (530) 283-6045, or encrypted email, plumasfax@kingsview.org
 - 2.1.4. Use the COUNTY screening tool to determine linkage of mental health services to the specific manage care plan, where appropriate.
 - 2.1.5. For Mental Health Crisis calls, including referral of any 5150 evaluations, transfer the call to the COUNTY on-call staff providing crisis services.
- 2.2. For documentation, the CONTRACTOR shall meet requirements set forth by the Department of Healthcare Services (DHCS), Department of Social Services (DSS), and Plumas County's Managed Care Program to meet the requirements of assuring access to Mental Health Services and Substance Use Disorder services.
- 2.3. All staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers and 2) Ensuring that all requirements of the After-Hours access line are met. New hires will receive training within 30 days of hire.

3. The specific responsibilities of COUNTY are as follows:
 - 3.1. Provide training, support, and equipment to provider staff to ensure a smooth transition of telephone triage services.

Provide training and support to provider staff to ensure necessary documentation for billing purposes.

4. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- 4.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules, and further agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
- 4.2. Except as otherwise required by law, CONTRACTOR shall not disclose medical or mental health data or documents or disseminate the contents of the final or any preliminary report without express permission of the California Department of Health Care Services (DHCS) (formerly the California Department of Mental Health [DMH])
- 4.3. Permission to disclose information or documents on one occasion or at public hearings held by DHCS relating to the same shall not authorize CONTRACTOR to further disclose such information or documents on any other occasion, except as otherwise required by law.
- 4.4. CONTRACTOR shall not comment publicly to the Press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or DHCS'S actions on the same, except to DHCS staff, CONTRACTOR own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.
- 4.5. If requested by DHCS, CONTRACTOR shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DHCS and shall supply DHCS with evidence thereof.

PAYMENT PROVISIONS

EXHIBIT B

COUNTY will pay the CONTRACTOR at a monthly rate of \$5,600 as full payment for each full month during which Telephone Triage Services are provided as set forth in Section 1, Scope of Services and Exhibit A. The total contractual obligation shall not exceed \$201,600 over the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses.

PLUMAS COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

- 1.1. COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR and CONTRACTOR'S officers, officials, employees, agents, volunteers and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its officers, officials, employees, agents, volunteers and elective and appointive boards
- 1.2. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, its officers, officials, employees, agents, volunteers and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its officers, officials, employees, agents, volunteers and elective and appointive boards.
- 1.3. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

2. INSURANCE:

- 2.1. CONTRACTOR understands and agrees the COUNTY, in accordance with Government Code section 990 and Labor Code Section 7300, has elected to self-insure and participate in risk pooling for general, auto, worker's compensation, and medical malpractice liability. Under these forms of insurance, the COUNTY covers tort and worker's compensation liability arising out of official COUNTY business and for work performed in this agreement. All claims against the COUNTY based on tort liability should be presented as a government claim to the Clerk of the Board.
- 2.2. COUNTY understands and agrees the CONTRACTOR, in accordance with Government Code section 990 and Labor Code Section 7300, has elected to self-insure and participate in risk pooling for general, auto, worker's compensation, and medical malpractice liability. Under these forms of insurance, the CONTRACTOR covers tort and worker's compensation liability arising out of official CONTRACTOR business and for work performed in this agreement. All claims against the CONTRACTOR based on tort liability should be presented as a government claim to the Clerk of the Board 950 Maidu Avenue, Suite 200 Nevada city, CA 95959.
(Gov. Code Section 990, et. Seq.) <https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County>. CONTRACTOR agrees to require each transferee, subcontractor and assignee to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering commercial general liability with limit no less than \$1,000,000, Insurance Services Office Form Number CA 0001 covering auto liability with limit no less than \$1,000,000, worker's compensation with limit no less than \$1,000,000, and professional liability (Errors and Omissions) insurance with limit no less than \$1,000,000.

EXHIBIT D

COUNTY Facility or Equipment to be used by CONTRACTOR

Special Terms and Conditions including Security Standards for Plumas County Data Network

1. Specific Identification of Facility and Equipment. The following COUNTY facilities and/or equipment may be utilized by CONTRACTOR under this Agreement: (a) COUNTY main phone line will be transferred or rolled over to the CONTRACTOR per after-hour schedule, (b) Access to the COUNTY Citrix by three CONTRACTOR employees.
2. Use at COUNTY Discretion. Use of COUNTY facilities or equipment is made at COUNTY sole discretion. COUNTY may discontinue use of COUNTY facilities or equipment by CONTRACTOR upon reasonable notice. COUNTY reserves the right to provide substitute facilities or equipment at its discretion. COUNTY reserves the right to pre-approve all CONTRACTOR personnel who are to use COUNTY facilities or equipment. COUNTY reserves the right to require CONTRACTOR to remove any of CONTRACTOR personnel from COUNTY facilities or to discontinue use of COUNTY equipment.
3. Property Rights. All COUNTY facilities, equipment and data will remain under the sole ownership, custody and control of COUNTY and CONTRACTOR is not granted any property interest therein. CONTRACTOR shall only use COUNTY facilities and equipment for the purposes of fulfilling its obligations to COUNTY under this Agreement. CONTRACTOR may access any and all electronic or paper data and records created, transmitted, or accessed utilizing COUNTY equipment or while on COUNTY property.
4. Compliance with Laws and Regulations. CONTRACTOR and its employees shall comply at all times with all applicable laws, regulations, ordinances, and CONTRACTOR policies regarding use of the COUNTY facilities and equipment.
5. Confidentiality. CONTRACTOR and its employees are responsible for maintaining as confidential any confidential information of COUNTY or any third party, acquired in the course of using COUNTY facilities or equipment.
6. Conduct and Cooperation. CONTRACTOR and its employees and representatives are subject to the same rules of conduct as COUNTY employees when using COUNTY facilities and equipment. CONTRACTOR and its employees may be subject to additional clearances, obligations, and conditions depending on the nature of the COUNTY facility or equipment being utilized. CONTRACTOR and its employees will cooperate with COUNTY in providing any additional information, signing any forms or acknowledgments, and in reasonably participating as a potential witness in any investigations undertaken under COUNTY policies in which CONTRACTOR or its employees might have information.
7. Third Parties. CONTRACTOR may not permit any other person to occupy or use County's facilities or equipment, including by placing such person's equipment in a COUNTY space, without first obtaining County's written consent to do so. Such consent may be withheld by COUNTY in County's sole discretion.
8. Co-located CONTRACTOR Employees. Co-location of CONTRACTOR'S employees at COUNTY facilities is discouraged and co-location will only be authorized in extraordinary circumstances as necessary to fulfill important service obligations under this Agreement. Co-located CONTRACTOR

employees will be required to pass COUNTY back-ground check and acknowledge familiarity with identified COUNTY policies and procedures.

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EXHIBIT E

Records and Reporting Exhibit

1. RECORDS AND REPORTS:

- 1.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
- 1.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
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 - 1.5.2. **Financial Records:** Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Accounting records and supporting documentation shall be maintained in accordance with 42 CFR Section 438 following settlement of the Annual Cost Report. When an

audit has been started before the expiration in accordance with 42 CFR Section 438, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.

- 1.5.3. Annual Cost Report: CONTRACTOR shall provide an Annual Cost Report to the COUNTY no later than the first of September for activities from the prior fiscal year. The Annual Cost Report shall reflect all revenues and expenses detailed as to sources and application of funds, salaries and wages, employee benefits, services and supplies, and such other expenses as necessary to operate the services as defined in this Agreement. Failure to submit a timely Annual Cost Report may delay reimbursements payable by COUNTY to COUNTY.
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**SCHEDULE OF HIPAA PROVISIONS
FOR BUSINESS ASSOCIATES**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS
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2. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information (PHI) for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of the County for any purpose other than as permitted or required by this agreement or as required by law.
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6. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or COUNTY in accordance with 45 CFR §164.528.
7. To the extent the Contractor is to carry out County's obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to

8. Protect the privacy and provide for the security of Protected Health Information (PHI) and electronic Protected Health Information (ePHI) created, received, maintained or transmitted by Contractor pursuant to this agreement in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this agreement.
11. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this agreement; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
12. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.
13. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of County available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its

implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).

16. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith.
17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this agreement.
18. At termination of this contract, if feasible, Contractor agrees to return or destroy all protected health information received from, or created or received by the Contractor on behalf of County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Signature: Phebe Bell

Email: phebe.bell@nevadacountyca.gov

Title: Director

Company: Nevada County Behavioral Health Department

Signature: Jamie Hogenson

Email: jamie.hogenson@nevadacountyca.gov

Title: Deputy County Counsel

Company: Office of the County Counsel



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nancy Selvage, Director of Human Resources

MEETING DATE: October 3, 2023

SUBJECT: Adopt RESOLUTION appointing John Cunningham, retired annuitant, as the Interim Director of Building Services for Building Department Government Code Section 21221(h); (General Fund Impact); discussion and possible action. Roll call vote

Recommendation:

Approve Resolution for John Cunningham, Retired Annuitant, to work in the as the Director of Building Services, 1.0 FTE vacant and funded department head position while this position is in recruitment.

Background and Discussion:

The Director of Building Services position will be vacant due to a resignation, effective October 6, 2023. This is a key position in the Building department. The Board of Supervisor have approved the recruitment to fill the position of Director of Building Services. This is a 1.0 FTE funded and allocated position in the Building department. This position was recently vacated due to resignation, and we are recruiting to fill this position. This is a critical position for the Building department. Therefore, the need for John Cunningham's expertise to assist with the workflow and workload is imperative for this department while in the process of recruiting to fill this position.

Thank you for your consideration in this matter.

Action:

Approve Resolution for John Cunningham, Retired Annuitant, to work in the as the Director of Building Services, 1.0 FTE vacant and funded department head position while this position is in recruitment.

Fiscal Impact:

General Fund Impact

Attachments:

1. RESOLUTION

RESOLUTION NO. 2023- _____

**ADOPT RESOLUTION APPOINTING JOHN CUNNINGHAM, RETIRED ANNUITANT, AS
THE INTERIM DIRECTOR OF BUILDING SERVICES FOR BUILDING DEPARTMENT
GOVERNMENT CODE SECTION 21221(h)**

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the Plumas County Board of Supervisors desires to appoint John Cunningham as an interim appointment retired annuitant to the vacant position of Director of Building Services under Gov. Code section 21221(h), effective October 3, 2023; and

WHEREAS, the Plumas County Board of Supervisors certify that John Cunningham has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment on September 20, 2023; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on June 15, 2024 (termination date of appointment); and

WHEREAS, the entire employment agreement, contract or appointment document between John Cunningham has been reviewed by this body and is attached herein; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the hourly rate paid to John Cunningham will be \$57.13; and

WHEREAS, John Cunningham has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Plumas County Board of Supervisors hereby certifies the nature of the employment of John Cunningham as described herein and detailed in the attached Personnel Action Form (PAF) and that this appointment is necessary to fill the critically needed position of Director of Building Services by October 3, 2023 due to Director of Building Services vacancy, it is imperative to temporarily fill this position with John

Cunningham as a retired annuitant. This position may be a challenge to fill due to the qualifying requirements to fill this position.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 3rd day of October, 2023 by the following vote:

AYES:

NOES:

ABSENT:

Greg Hagwood Chairperson, Board of Supervisors

ATTEST:

Kristina Rogers, Deputy Clerk of the Board



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nancy Selvage, Director of Human Resources

MEETING DATE: October 3, 2023

SUBJECT: Adopt RESOLUTION Ratifying the Memorandum of Understanding Between the County of Plumas and the Bargaining Unit of General Unit Represented by Operating Engineers Local #3; and Adopt RESOLUTION Ratifying the Memorandum of Understanding Between the County of Plumas and the Bargaining Unit of Management & Supervisors Unit Represented by Operating Engineers Local #3; some positions within these units have a General Fund Impact and others do not; discussion and possible action. Roll call vote

Recommendation:

Approve resolution to ratify the Memorandum of Understanding (MOU) for the County of Plumas and the bargaining Units of General and the Mid-Management & Supervisors, represented by Operating Engineers Local #3 (OE3) for the period of July 1, 2023 through December 31, 2024.

Background and Discussion:

The County negotiation team has met in good faith with the bargaining team and has reached a tentative agreement. Highlights from the tentative agreement includes the following new agreed upon conditions:

- 1) Term (Section 9.04): Eighteen months (July 1, 2023 to December 31, 2024).
- 2) Wage (Section 2.01): Increase base wages for all represented classifications in these Units as follows: 6.0% effective the first pay period in July 2023 plus a \$1,000.00 per employee cash bonus to be paid the first full pay period following Board adoption of the successor MOU. These members were employed by the County effective prior to April 10, 2023 and eligible for the ARPA funded payment.

3) Active Employee Health

The December 1, 2022 side letter to the current MOU providing that the County will pay 85% of the PERS Gold health insurance benchmark will be incorporated into the successor MOU. MOU language changes are detailed in the side letter.

- 4) Per Diem (New MOU Section): The County will make a per diem reimbursement for County business travel which will be adjusted based on current IRS rates. MOU language will be determined by the parties. We are requesting the approval of the Board of Supervisors to ratify the new Memorandum of Understanding (MOU).

Action:

APPROVE RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT OF GENERAL UNIT REPRESENTED BY OPERATING ENGINEERS LOCAL #3

APPROVE RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT OF MID-MANAGEMENT & SUPERVISORS UNIT REPRESENTED BY OPERATING ENGINEERS LOCAL #3

Fiscal Impact:

General Fund Impact & No General Fund Impact

Attachments:

1. RESOLUTION TO RATIFY OE3 General 2023
2. RESOLUTION TO RATIFY OE3 Mid Mgmt 2023

RESOLUTION NO. 2023-_____

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT
OF GENERAL UNIT REPRESENTED BY
OPERATING ENGINEERS LOCAL #3**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the General Unit represented by Operating Engineers Local #3 have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, for the General Unit employees. The period covered under this tentative agreement is July 1, 2023 through December 31, 2024.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the General Unit.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understanding for the General Unit has been set forth in the copies of the Memorandum of Understanding attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director, are hereby directed to implement the provisions of these Memorandum of Understanding and the Board Chair is authorized to execute the individual Memorandum of Understanding and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 3rd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Greg Hagwood Chair, Board of Supervisors

Kristine Rogers, Deputy Clerk of the Board

RESOLUTION NO. 2023- _____

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT
OF MID-MANAGEMENT & SUPERVISORS UNIT REPRESENTED BY
OPERATING ENGINEERS LOCAL #3**

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the Mid-Management & Supervisors Unit represented by Operating Engineers Local #3 have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, for the Mid-Management & Supervisors Unit employees. The period covered under this tentative agreement is July 1, 2023 through December 31, 2024.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the Mid-Management & Supervisors Unit.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understanding for the Mid-Management & Supervisors Unit has been set forth in the copies of the Memorandum of Understanding attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director, are hereby directed to implement the provisions of these Memorandum of Understanding and the Board Chair is authorized to execute the individual Memorandum of Understanding and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 3rd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Greg Hagwood Chair, Board of Supervisors

Kristine Rogers, Deputy Clerk of the Board



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: October 3, 2023

SUBJECT: Appoint Greg Ramelli to the Museum Board, to serve until December 2023; discussion and possible action

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None