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
DECEMBER 19, 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS
Report and update Dixie Fire Recovery efforts; receive report and discussion

B. BUSINESS AND ECONOMIC RECOVERY
Report and update on Plumas County Business and Economic Recovery efforts

C. DIXIE FIRE COLLABORATIVE
Report, update, and discussion on Dixie Fire Collaborative efforts

D. US FOREST SERVICE
Report and update.

E. MUNIS HR/PAYROLL MODULE UPDATE
Report and update on Pentamation, Tyler/Munis software migration and efforts.

F. FINANCIAL /AUDIT REPORT
Report from County Departments regarding the County's Financial and audit status

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. BOARD OF SUPERVISORS

1) Approve and authorize Chair to sign an agreement between Plumas County Board of Supervisors and UBEO, West LLC for the 36-month lease of a Canon copier for the Board of Supervisors and County Administration Office; effective December 19, 2023; not to exceed $22,577.40; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel. View item

B. PUBLIC WORKS

1) Approve and authorize Chair to sign Amendment No. 16 to the agreement between Plumas County Public Works and MGE Engineering to update the Caltrans plans and specifications to the new 2023 Standards for Snake Lake Bridge Project; (No General Fund Impact) state gas tax; approved as to form by County Counsel. View item

2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2024; not to exceed Fifteen Thousand Dollars and 00/100 ($15,000.00); (No General Fund Impact) state gas tax; approved as to form by County Counsel. View item

C. CLERK/RECORDER - ELECTIONS

1) Approve Certification of the November 7, 2023 Uniform District Election results View item

D. BEHAVIORAL HEALTH

1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Charter School to expand school-based mental health services; effective July1, 2023; not to exceed $70,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel. View item

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini, an individual, Tai Chi Instructor, this program helps to improve the well-being of clients and community members both physically and mentally; effective July 1, 2023; not to exceed $18,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel. View item

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency-Senior Connections, a prevention program by Public Health to screen homebound seniors who may need immediate mental illness services; effective July 1, 2023; not to exceed $65,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel. View item

4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency-Veterans Services program that provides advocacy, care coordination and referrals for at risk veterans; effective July 1,2023; not to exceed $50,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel. View item

5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Rural Services-Visions, a strength-based youth development program to reduce negative outcomes; effective July 1, 2023; not to exceed $18,822.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel. View item

6) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Jackson & Coker Locum Tenens, for assistance in obtaining qualified Therapists and Clinicians.; effective September 1, 2023; not to exceed $400,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel. View item

7) Approve and authorize the Chair to sign an agreement between Plumas County Behavioral Health and California Psychiatric Transitions Inc. for psychiatric treatment and rehabilitation services to seriously mentally ill adults; effective January 1, 2024; not to exceed $400,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel. View item

8) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. David Walls for Real Property Lease located at 372 Main Street, Chester; effective September 30, 2023; not to exceed $25,200.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel; discussion and possible action View item

E. PLANNING

1) Approve and authorize Chair to sign First Amendment to Agreement between Plumas County and Hinman and Associates Consulting, Inc. decreasing the total compensation by $1,100.32, not to exceed $56,399.68; (No General Fund Impact) grant funds; approved as to form by County Counsel. View item

2) Approve and authorize Chair to sign Second Amendment to Agreement between Plumas County and Workbench; extending the term, increasing services and increasing the total compensation by $16,500, not to exceed $144,500; (No General Fund Impact) grant funds; approved as to form by County Counsel. View item

F. LIBRARY

1) Authorize a two-day closure of the Greenville Pop-up Library branch on Saturday, December 23, 2023, and Tuesday, December 26, 2023, due to the lack of available staffing. View item

G. MUSEUM

1) Approve and authorize closure of the Plumas County Museum to the public for the months of January and February 2024 to enable staff and volunteers to conduct cataloging and accessioning of collections, revision of exhibits and displays, and other museum work not compatible with public interaction. View item

H. PLUMAS COUNTY OFFICE OF EDUCATION

1) Approve and authorize the chair to sign by-law amendment for Local Child Care Planning Council (LPC), removing term limits. 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. ADJOURN AS BOARD OF SUPERVISORS

B. CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT

1) Approve and authorize Chair to sign Amendment No. 19 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Monterey Amendment; this would allow this water to be used or transferred in water year 2024 to offset payments to DWR for water rights; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. View item

C. ADJOURN AS THE PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT AND RECONVENE AS BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. SHERIFF - Todd Johns

1) Approve and authorize Plumas County Sheriff's Office to pay JBT Marine a non-contract invoice #2023560 in the amount of $1948.61 dollars, for unanticipated labor and expenses related to patrol boat repair; (No General Fund Impact) grant funded; discussion and possible action. View item

2) Adopt **RESOLUTION** authorizing the Plumas County Sheriff's Office to apply for and accept funding for the fiscal year 2024-25 Boating Safety and Enforcement financial aid program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote** View item

3) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and Lassen County, in conjunction with a Community Funding Project originating with Congressman Doug LaMalfa, effective December 19, 2023; Approve and authorize the Sheriff to begin expenditures not to exceed $813,550.00; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. View item

4) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Plumas Sierra Telecommunications, (PST) a broadband service provider; effective 12/19/2023; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

5) Undersheriff's contract and wages; discussion and possible action. View item

6) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and United States Forest Service, a governmental agency land lease agreement for Snake Lake Range; discussion and possible action. View item

7) Approve and authorize to begin the fixed asset purchase of search and rescue equipment; total not to exceed $239,824.00; (No General Fund Impact) Title III Funding; discussion and possible action. **Four/Fifths Roll call vote** View item

B. AUDITOR/CONTROLLER - Martee Nieman (Graham)

1) Approve and authorize Chair to sign First Amendment agreement between the Plumas County Auditor and Rodney Craig Goodman Jr, CPA extending the term, increasing services and increasing the compensation by $50,000, not to exceed $180,000.; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action. View item

C. SOLID WASTE - Rob Thorman

1) Adopt **RESOLUTION** Establishing a revised fee schedule for residential and commercial customers self-hauling solid waste to Plumas County Transfer Station in franchise service area No. 2 (operated by Intermountain Disposal Inc.); (No General Fund Impact) franchise fees; approved as to form by County Counsel; discussion and possible action. **Roll call vote** View item

2) Adopt **RESOLUTION** Establishing a revised fee schedule for collection and related solid waste services for franchise service area No. 2 (operated by Intermountain Disposal); (No General Fund Impact) franchise fees; approved as to form by County Counsel; discussion and possible action. **Roll call vote** View item

D. PUBLIC HEALTH AGENCY - Dana Krinsky

1) Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on December 12, 2023, an Ordinance of the Board of Supervisors of the County of Plumas regarding the Partnership HealthPlan of California Commission; approved as to form by County Counsel; discussion and possible action. **Roll call vote** View item

2) Active Shooter Full Scale Exercise Video Presentation by Lori Beatley, Coordinator for Plumas County Public Health Agency Emergency Preparedness Programs. View item

E. BEHAVIORAL HEALTH - Sharon Sousa

1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives for transitional housing, specialty mental health services and case management services for qualifying individuals; effective July 1, 2023; not to exceed $900,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel. View item

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

B. Engie Energy Assessment solar field sites; discussion and possible action. View item

C. Adopt **RESOLUTION** for a job classification amendment for the Director of Risk/Safety/OES; (General Fund Impact) as approved in (FY23-24) budget; approved as to form by County Counsel. **Roll call vote** View item

D. Adopt **RESOLUTION** authorizing $10 Per Hour Stipend for Human Resources Analyst Position for Human Resources Director Duties; (General Fund Impact) unbudgeted item; discussion and possible action. **Four/Fifths roll call vote** View item

E. Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off Highway Vehicle Trails work on Mount Hough; effective February 28, 2023; not to exceed $489,042.00; (No General Fund Impact) grant funded; approved as to form by County Counsel; discussion and possible action View item

F. Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Public Works Unit; (General Fund Impact) discussion and possible action. **Roll call vote** View item

G. Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Public Works Unit Mid-Management & Supervisor Unit; (General Fund Impact) discussion and possible action. **Roll call vote** view item

6. BOARD OF SUPERVISORS

A. Appointments

1) Appoint Dan Greenwood to the Beckworth Fire Protection District Board of Directors. View item

2) Appoint Tyler McGarr to the Beckworth Fire Protection Board of Directors. View item

3) Appoint Todd Solomon to the Plumas Eureka Community Services District Board of Directors View item

B. CORRESPONDENCE

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

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

B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Public Works Union; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) (1 case) and (d)(2) and (e)(1) (1 case) of Government Code Section 54956.9 View item

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to Tuesday, January 2, 2024, 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: **December 19, 2023**

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Board of Supervisors and UBEO, West LLC for the 36-month lease of a Canon copier for the Board of Supervisors and County Administration Office; effective December 19, 2023; not to exceed $22,577.40; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Board of Supervisors and UBEO, West LLC for the 36 month lease of a Canon copier for the Board of Supervisors and County Administration Office; effective December 19, 2023; not to exceed $22,577.40; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

Background and Discussion:

The current copier/printer in the Board of Supervisors/County Administration Office is old and in need of replacement.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Board of Supervisors and UBEO, West LLC for the lease of a Canon copier for the Board of Supervisors and County Administration Office; effective December 19, 2023; not to exceed $22,577.40; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY23/24 budget.

Attachments:

1. UBEO West Lease Agreement

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Board of Supervisors** (hereinafter referred to as "County"), and UBEO WEST, LLC, a California 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 TWENTY-TWO THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND 40 CENTS ($22,577.40)

3. Term. The term of this agreement shall be from December 19, 2023, through December 19, 2026, 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 terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives, and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives, and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Board of Supervisors
County of Plumas
520 Main Street Room 309
Quincy, CA 95971
Attention: Allen Hiskey, Clerk of the Board

Contractor:

UBEO West, LLC
3131 Esplanade
Chico, CA 95973
Attention: Todd Rhoden, MBA

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

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

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

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

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

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

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

CONTRACTOR:

UBEO WEST, LLC

By:_____
Name: John Fortino
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By:_____
Name: Greg Hagwood
Title: Chair
Date signed:

Attest:
By:_____
Name: Allen L. Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:

_____
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide new Canon ImageRunner Advance DX C5850i (50ppm B&W & Color (PCL, PS3, UFR11 network print, color scan to file and email).

   Accessories to include:
   100 Sheet Single Pass Duplexing Document Feeder
   Color Universal Send (Scan to File and Email)
   PCL,PS3, UFR11 Network Print
   Super G3 Fax Board AX1
   Cassette Feeding Unit-AQ1
   Buffer Pass P2
   Staple Finisher AB2
   2/3 Hole Punch A1
   SURGE PORT 120/20SPS Net
   Set-up and delivery (and removal of old copier)

2. Maintenance services and materials to be provided Contractor to the Covered Equipment include inspection, adjustment, parts, and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.

3. During the term of this Agreement, Contractor will replace, without charge parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.

4. All service calls under this Agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside normal business hours may be provided at rates mutually agreed upon by the Contractor and the County.

5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call unless another deadline is mutually agreed upon by the Contactor and the County.

6. Contactor will provide loaner equipment if any of the Covered Equipment is non-functional, and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay $627.15 monthly for a term of 36 months ending on December 12, 2026.

2. Service and Supplies include all parts, labor, service, and supplies including toner and drums (excluding paper and staples only). All meters will be collected on an annual basis, and all overages will be charged at the Service and Supply pricing indicated above.

3. County shall pay an additional flat fee of $550.00 every quarter for one (1) Canon ImageRunner Advance DX 5350i copier/printer/fax machine to include up to 11,500 black and white images and 5,000 color images per quarter on the equipment covered by this Agreement. County shall pay an additional $0.00790 per quarter for black and white images over 11,500 and $0.05300 per color images over 5,000.

4. Contractor shall read the image meter quarterly and shall promptly invoice the County following each meter reading. Contractor shall not invoice the County more frequently than once per quarter.

5. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.

6. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by the Contractor in response to these network problems shall not be included in the above rate, and shall instead be charged at Contractor's then-current rates for such service calls.

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Colleen Foster, Fiscal/Tech Services Assistant III**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Chair to sign Amendment No. 16 to the agreement between Plumas County Public Works and MGE Engineering to update the Caltrans plans and specifications to the new 2023 Standards for Snake Lake Bridge Project; (No General Fund Impact) state gas tax; approved as to form by County Counsel.**

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 16 to the Services Agreement between the County of Plumas and MGE Engineering Inc to update the Caltrans plans and specifications to the new 2023 standards for the Snake Lake Bridge Project.

Background and Discussion:

On September 19, 2018, MGE Engineering Inc entered into a services agreement with the Plumas County Department of Public Works to provide on-call civil engineering for County transportation improvement projects.

The Department of Public Works is actively working on the Snake Lake Bridge Project. Caltrans has recently adopted the new 2023 standards so all projects must be revised and comply with these standards. MGE is able to do this work, see the attached scope of work.

The attached MGE Engineering, Inc. Amendment No. 16 to the Services Agreement has been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign Amendment No. 16 to the agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to update the Caltrans plans and specifications to the new 2023 standards for the Snake Lake Bridge Project; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No impact to General Fund

Attachments:

1. Amend No. 16 to MGE Contract

AMENDMENT NO. 16
to the
PROFESSIONAL SERVICES AGREEMENT

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

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

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is providing civil engineering services in support of the Snake Lake Bridge Project. The project site is located on County Road 422 (Bucks Lake Road), over the Spanish Creek.

Snake Lake Bridge over Spanish Creek is a single-lane, clear-span steel pony truss with high abutment walls comprised of precast concrete panels with tieback anchors and was constructed in 1969.

The existing bridge was classified as structurally deficient by Caltrans as a result of their biannual inspection. The panels comprising the abutment wall were identified as having failed. The superstructure of the bridge was coded as being in a serious condition, indicating deterioration affecting primary structural components. The crossing is currently posted for a truck speed limit of 15 MPH. The bridge provides access to the U.S. Forest Service and private lands east of the unincorporated community of Meadow Valley. The new bridge will enhance traffic safety and improve conditions in Spanish Creek by providing an increased flow area.

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

Scope of Work

The Scope of Work includes updates to the design plans and specifications to the new 2023 standards as set forth in the attached Scope of Work, attached hereto as Exhibit A.

Compensation

Consultant shall be paid Eight Thousand, Two Hundred Twenty-six dollars and Thirty-seven cents ($8,226.37).

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

Project Schedule.

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

Other Contract Provisions.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 16 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

_____ Date: _____
Greg Hagwood, Chair
Board of Supervisors

ATTEST:

_____ Date: _____
Alan Hiskey
Clerk of the Board of Supervisors

CONSULTANT
MGE Engineering, Inc.

_____ Date: _____
Robert E. Sennett, Vice President

_____ Date: _____
Fred Huang, Chief Financial Officer

Approved as to form:
Joshua Brechtel
Deputy County Counsel

Taxpayer ID Number – 68-0231292

Attachments: Exhibit A - Scope of Work

_____Consultants Initials _____ County Initials

EXHIBIT A
SCOPE OF WORK

SNAKE LAKE ROAD BRIDGE REPLACEMENT

PS&E UPDATE

As a result of Caltrans issuing updated Standard Specifications and Standard Plans, MGE will need to update the PS&E for the Snake Lake Road Bridge replacement project for bidding and construction. Work scope will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, contract items and cost estimate. Work scope tasks will include the following:

TASK 1.1 – PLANS UPDATE

MGE will update the current plan set to comply with the new 2023 Standard Plans and Specifications.

Deliverable: Updated Plans.

TASK 1.2 – NOTICE TO BIDDERS AND SPECIAL PROVISIONS UPDATE

MGE will update the current Notice to Bidder and Special Provisions to comply with the new 2023 Standard Plans and Specifications.

Deliverables: Update Notice To Bidders and Special Provisions.

TASK 1.3 – BID BOOK UPDATE

MGE will update the current Bid Book to comply with the new 2023 Standard Plans and Specifications.

Deliverables: Updated Bid Book.

TASK 1.4 – COST ESTIMATE UPDATE

MGE will update the current Cost Estimate to comply with the new 2023 Standard Plans and Specifications.

Deliverables: Updated Cost Estimate.

SCHEDULE

MGE anticipates completing the updates to the PS&E within 4 weeks following notice to proceed.

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed **Prime Consultant** ☐ **Subconsultant** **2nd Tier Subconsultant**

Consultant **MGE Engineering, Inc.**

Project No. **BRLO-5909(082) Snake Lake Road Bridge** Contract No. _____ Date **11/2/2023**

DIRECT LABOR

Classification/Title	Name	Hours	Hourly Rate	Total
Project Manager	Robert Sennett, SE	22	$122.00	$2,684.00
Senior Engineer (Bridge)	Wesley Sennett, PE	0	$0.00	$0.00
Senior Engineer (Civil)	Brad Reichel, PE	0	$0.00	$0.00
Associate Engineer (Civil)	Kai Wang, PE	0	$0.00	$0.00
CAD Technician	Staff	2	$64.00	$128.00
Administrative Assistant	Staff	0	$0.00	$0.00
				$0.00
				$0.00
				$0.00
				$0.00
	Total Hours	24		

LABOR COSTS

a) Subtotal Direct Labor Costs $2,812.00

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $2,812.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 51.47%) e) Total Fringe Benefits [(c) x (d)] $1,447.34

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] $0.00

h) General and Administrative (Rate: 114.48%) i) Gen & Admin [(c) x (h)] $3,219.18

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $4,666.51

FIXED FEE (Rate: 10.00%) **k) TOTAL FIXED FEE** [(c) + (j)] x (q)] $747.85

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	mile	$ 0.655	$0.00
Per Diem		lump sum		$0.00
Special Deliveries		each		$0.00

l) TOTAL OTHER DIRECT COSTS $0.00

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

m) TOTAL SUBCONSULTANTS' COSTS $0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $0.00

TOTAL COST [(c) + (j) + (k) + (n)] $8,226.37

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two

asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$2,812.00		24	=	$117.17	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	$117.17	+	4.0%	=	$121.85	Year 2 Avg Hourly Rate
Year 2	$121.85	+	4.0%	=	$126.73	Year 3 Avg Hourly Rate
Year 3	$126.73	+	4.0%	=	$131.80	Year 4 Avg Hourly Rate
Year 4	$131.80	+	4.0%	=	$137.07	Year 5 Avg Hourly Rate
Year 5	$137.07	+	4.0%	=	$142.55	Year 6 Avg Hourly Rate
Year 6	$142.55	+	4.0%	=	$148.25	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	24.0	=	24.0	Estimated Hours Year 1
Year 2	0.00%	*	24.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	24.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	24.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	24.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	24.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	24.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$117.17	*	24.0	=	$2,812.00	Estimated Hours Year 1
Year 2	$121.85	*	0.0	=	$0.00	Estimated Hours Year 2
Year 3	$126.73	*	0.0	=	$0.00	Estimated Hours Year 3
Year 4	$131.80	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$137.07	*	0.0	=	$0.00	Estimated Hours Year 5
Year 6	$142.55	*	0.0	=	$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	$2,812.00	
	Direct Labor Subtotal before Escalation			=	$2,812.00	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang, PE Title *: President

Signature : HF Huang Date of Certification (mm/dd/yyyy): 5/8/2020

Email: fhuang@mgeeng.com Phone Number: 916-421-1000

Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

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

List services the consultant is providing under the proposed contract:

Management and preparation of preliminary design hydraulic study report.

MGE Engineering
FEE ESTIMATE PROPOSAL - SNAKE LAKE PS&E UPDATE TO 2023 STANDARDS

		Project Manager	Senior Engineer (Bridge)	Senior Engineer (Civil)	Associate Engineer (Civil)	CAD Technician	Administrative Assistant	MGE Total Hours	MGE Cost Per Task
	Billing Rate ($/hour)	$356.90	$0.00	$0.00	$0.00	$187.23	$0.00		
		R. Sennett	W. Sennett	B. Reichel	K. Wang	Staff	Staff		
Task 1	PS&E Updates								
1.1	Plan Updates	2				2		4	$1,088.27
1.2	Notice to Bidders & Special Provisions Updates	16						16	$5,710.48
1.3	Bid Book Updates	2						2	$713.81
1.4	Cost Estimate Updates	2						2	$713.81
	Task 1 Total Hours	**22**	**0**	**0**	**0**	**2**	**0**	**24**	**$8,226.37**
	Total MGE Project Hours/Costs	**22**	**0**	**0**	**0**	**2**	**0**	**24**	**$8,226.37**

Escalation	$0.00
ODC's	$0.00
Total =	***$8,226.37***

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Damien Frank, Administrative Services Officer**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2024; not to exceed Fifteen Thousand Dollars and 00/100 ($15,000.00); (No General Fund Impact) state gas tax; approved as to form by County Counsel.**

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase agreement with Brown's Gas Company, a subsidiary of Ferrellgas LP in the amount of Fifteen Thousand Dollars and 00/100 ($15,000.00).

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to purchase propane fuel as identified in the FY23/24 annual budget.

The anticipated cost of the fuel and heating oil is not expected to exceed $15,000 for the 2024 calendar year as outlined in the attached purchase agreement.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2024; not to exceed Fifteen Thousand Dollars and 00/100 ($15,000.00); (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on September 29, 2023.

Attachments:

1. 23-839 FINAL

Contractor 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 Works Department (hereinafter referred to as "County"), and Brown's Gas Company, Inc. a California Corporation and subsidiary of Ferrellgas, LP (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 **Fifteen Thousand Dollars and No/100 ($15,000.00)**.

3. Term. The term of this agreement shall be from January 1, 2024 through December 31, 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 terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

    a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

    b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

    c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

        i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Plumas County Department of Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

Brown's Gas Company, Inc.
P.O. Box 469
Marysville, CA 95901
Attention: Chris Hall

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

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

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

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

CONTRACTOR:

Brown's Gas Company, Inc. a California Corporation and subsidiary of Ferrellgas, LP

By:_____
Name: Greg Dickey
Title: General Manager
Date signed:

COUNTY:

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

By:_____
Name: John Mannle
Title: Public Works Director
Date signed:

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

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Contractor shall deliver propane gas to the LaPorte Maintenance Yard located at 2020 Church Street, LaPorte, CA 95981

Delivery of propane gas will be delivered in amounts to keep the County's tank on a "keep full" basis. Tank size for LaPorte is 1,000 gallons.

EXHIBIT B

Fee Schedule

1. The price shall be the Contractor's rack price on date of filling, plus

    a. All applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on fuel furnished to the County, and

    b. All delivery charges, fees, and related costs incurred by the Contractor in delivering fuel to the County.

2. Payment under this contract shall not exceed Fifteen Thousand dollars and no cents ($15,000.00).

3. 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 the Contractor under this Agreement which have been completed to the County's sole satisfaction.

PLUMAS COUNTY
ELECTIONS
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **December 19, 2023**

SUBJECT: **Approve Certification of the November 7, 2023 Uniform District Election results**

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

1. UDEL Certification

Plumas County Clerk-Recorder-Elections
520 Main Street, Room 102, Quincy, CA 95971
Marcy DeMartile, Clerk-Recorder/Registrar of Voters
Julie Hagwood, Assistant Clerk-Recorder

Certification of Election Results of the Uniform District Election, November 7, 2023

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

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

Meadow Valley Fire Protection District	
Keri Cameron	122
David M. Brown	93
Robert Gimbel	80
Total Voter Turnout	**49.40%**
Prattville-Almanor Fire Protection District, Measure B	
Yes	17
No	4
Total Voter Turnout	**61.76%**
Plumas Eureka Community Services District, Measure C	
Yes	126
No	32
Total Voter Turnout	**54.48%**
Chester Public Utilities District, Measure D	
Yes	200
No	381
Total Voter Turnout	**42.17%**
Beckwourth Peak Fire Protection District – Formation of District, Measure E	
Yes	624
No	191
Beckwourth Peak Fire Protection District – Special Tax, Measure F	
Yes	578
No	238
Total Voter Turnout	**36.03%**

The Official Final Canvass of votes cast is attached hereto and made a part hereof.

Marcy DeMartile

Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters
Dated: November 21, 2023

Plumas County Clerk-Recorder-Elections
520 Main Street, Room 102, Quincy, CA 95971
530-283-6218, Recorder
530-283-6256, Elections
530-283-6155, Fax

Marcy DeMartile, Clerk-Recorder/Registrar of Voters
Julie Hagwood, Assistant Clerk-Recorder

Certification of Election Results
Uniform District Election, November 7, 2023

Meadow Valley Fire Protection District

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the November 7, 2023 Uniform District Election, Beckwourth Peak Fire Protection District, Measures E and F and recorded in the Election records, certify the results as follows:

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

Keri Cameron	**122**
David M. Brown	**93**
Robert Gimbel	**80**

The Official Final Canvass of votes cast is attached hereto and make a part hereof. The total turnout of voters was 49.40%.

Marcy DeMartile

Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters
Dated: November 21, 2023

Plumas County Clerk-Recorder-Elections
520 Main Street, Room 102, Quincy, CA 95971
530-283-6218, Recorder
530-283-6256, Elections
530-283-6155, Fax

Marcy DeMartile, Clerk-Recorder/Registrar of Voters
Julie Hagwood, Assistant Clerk-Recorder

Certification of Election Results
Uniform District Election, November 7, 2023

Prattville-Almanor Fire Protection District, Measure B

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the November 7, 2023 Uniform District Election, Prattville-Almanor Fire Protection, Measure B and recorded in the Election records, certify the results as follows:

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

YES	**17**
NO	**4**

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

The Official Final Canvass of votes cast is attached hereto and make a part hereof. The total turnout of voters was 61.76%.

Marcy DeMartile

Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters
Dated: November 21, 2023

Plumas County Clerk-Recorder-Elections
520 Main Street, Room 102, Quincy, CA 95971
530-283-6218, Recorder
530-283-6256, Elections
530-283-6155, Fax

Marcy DeMartile, Clerk-Recorder/Registrar of Voters
Julie Hagwood, Assistant Clerk-Recorder

Certification of Election Results
Uniform District Election, November 7, 2023

Plumas Eureka Community Services District, Measure C

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the November 7, 2023 Uniform District Election, Prattville-Almanor Fire Protection, Measure B and recorded in the Election records, certify the results as follows:

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

YES	**126**
NO	**32**

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

The Official Final Canvass of votes cast is attached hereto and make a part hereof. The total turnout of voters was 54.48%.

Marcy DeMartile

Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters
Dated: November 21, 2023

Plumas County Clerk-Recorder-Elections
520 Main Street, Room 102, Quincy, CA 95971
530-283-6218, Recorder
530-283-6256, Elections
530-283-6155, Fax

Marcy DeMartile, Clerk-Recorder/Registrar of Voters
Julie Hagwood, Assistant Clerk-Recorder

Certification of Election Results
Uniform District Election, November 7, 2023

Chester Public Utilities District, Measure D

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the November 7, 2023 Uniform District Election Chester Public Utilities District, Measure D and recorded in the Election records, certify the results as follows:

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

YES	**200**
NO	**381**

As a result of not receiving the required 2/3 vote, this measure did not pass.

The Official Final Canvass of votes cast is attached hereto and make a part hereof. The total turnout of voters was 42.17%.

Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters
Dated: November 21, 2023

Plumas County Clerk-Recorder-Elections
520 Main Street, Room 102, Quincy, CA 95971
530-283-6218, Recorder
530-283-6256, Elections
530-283-6155, Fax

Marcy DeMartile, Clerk-Recorder/Registrar of Voters
Julie Hagwood, Assistant Clerk-Recorder

Certification of Election Results
Uniform District Election, November 7, 2023

Beckwourth Peak Fire Protection District – Formation of District, Measure E
Beckwourth Peak Fire Protection District – Special Tax, Measure F

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the November 7, 2023 Uniform District Election, Beckwourth Peak Fire Protection District, Measures E and F and recorded in the Election records, certify the results as follows:

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

Measure E

YES	**624**
NO	**191**

Measure F

YES	**578**
NO	**238**

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

The Official Final Canvass of votes cast is attached hereto and make a part hereof. The total turnout of voters was 36.03%.

Marcy DeMartile

Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters
Dated: November 21, 2023

UNIFORM DISTRICT ELECTION
PLUMAS COUNTY
NOVEMBER 7, 2023
OFFICIAL FINAL

Voters Cast: 1,745 of 4,312 (40.47%)

MEADOW VALLEY FIRE PROTECTION DISTRICT
Director (Vote for 2)

		Vote By Mail	Total	
Times Cast		164	164 / 332	49.40%
Candidate	**Party**	**Vote By Mail**	**Total**	
Keri Cameron		122	122	
David M. Brown		93	93	
Robert Gimbel		80	80	
		Vote By Mail	**Total**	
Unresolved Write-In		5	5	

PRATTVILLE-ALMANOR FIRE PROTECTION DISTRICT
Measure B (Vote for 1)

		Vote By Mail	Total	
Times Cast		21	21 / 34	61.76%
Candidate	**Party**	**Vote By Mail**	**Total**	
YES		17	17	
NO		4	4	
		Vote By Mail	**Total**	
Unresolved Write-In		0	0	

PLUMAS EUREKA COMMUNITY SERVICES DISTRICT
Measure C (Vote for 1)

		Vote By Mail	Total	
Times Cast		158	158 / 290	54.48%
Candidate	**Party**	**Vote By Mail**	**Total**	
YES		126	126	
NO		32	32	
		Vote By Mail	**Total**	
Unresolved Write-In		0	0	

CHESTER PUBLIC UTILITIES DISTRICT
Measure D (Vote for 1)

		Vote By Mail	Total	
Times Cast		582	582 / 1,380	42.17%
Candidate	Party	Vote By Mail	Total	
NO		381	381	
YES		200	200	
		Vote By Mail	Total	
Unresolved Write-In		0	0	

BECKWOURTH PEAK FIRE PROTECTION DISTRICT
Measure E (Vote for 1) - FORMATION OF DISTRICT

		Vote By Mail	Total	
Times Cast		820	820 / 2,276	36.03%
Candidate	Party	Vote By Mail	Total	
YES		624	624	
NO		191	191	
		Vote By Mail	Total	
Unresolved Write-In		0	0	

BECKWOURTH PEAK FIRE PROTECTION DISTRICT
Measure F (Vote for 1) - SPECIAL TAX

		Vote By Mail	Total	
Times Cast		820	820 / 2,276	36.03%
Candidate	Party	Vote By Mail	Total	
YES		578	578	
NO		238	238	
		Vote By Mail	Total	
Unresolved Write-In		0	0	

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Charter School to expand school-based mental health services; effective July1, 2023; not to exceed $70,000.00; (No General Fund Impact)** federal and state funds; **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 Plumas Charter School to expand school-based mental health services; effective July1, 2023; not to exceed $70,000.00; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Behavioral Health through the MHSA, Mental Health Services Act, funding program will be contracting with the local Charter School to expand school-based services and to meet the increasing need for school-based mental health services, to serve up to an additional 350 students.
The prevention and early intervention components of the program utilize the MTSS (Multi Tiered System of Support) research supported framework developed by the University of Oregon and now implemented nationwide. MTSS is under the umbrella of Positive Behavior Interventions and Supports (PBIS) and allows for data-driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. Plumas Charter currently uses MTSS and will begin working to implement PBIS. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) . PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral support.

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Charter School to expand school-based mental health services; effective July1, 2023; not to exceed $70,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

NO General Fund Impact as approved in the FY 23/24 budget. Costs associated with this matter are covered by a combination of federal and state funds.

Attachments:

1. 3858_001

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 **Plumas Charter School**, a political subdivision of the State of California (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 seventy thousand dollars ($70,000).

3. Term. The term of this Agreement commences July 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 Contractor from July 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 ninety (90) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

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

Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

c. 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).

d. 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.

e. 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.

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

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

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

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

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

Contractor:

Taletha Washburn, M.Ed. Executive Director
Plumas Charter School
1425 E. Main Street
Quincy, CA 95971

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

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

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

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

    a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

    b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

    c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Plumas Charter School, a political subdivision of the State of California

By:_____
Name: Taletha Washburn
Title: Executive Director
Date signed: 11/16/23

By:_____
Name: Steve Hill
Title: Governing Board President
Date signed: 11/29/23

COUNTY:

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

By:_____
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed: 11/14/2023

APPROVED AS TO CONTENT:

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

Attest:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date:

Approved as to form:
_____
Craig Settlemire
Counsel

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 PLUMAS CHARTER SCHOOL referred to herein as Business Associate ("BA"), dated July 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 is 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 CF.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	**BUSINESS ASSOCIATE**
Name: Sharon Sousa	Name: Taletha Washburn
Title: Behavioral Health Director	Title: Executive Director
Address: 270 County Hospital Road, Suite 109	Address: 1425 E. Main Street
Quincy, California 95971	Quincy, California, 95971
Signed: Sharon R. Sousa, LMFT	Signed:
Date: 11/14/2023	Date: 11/16/23

EXHIBIT A - SCOPE OF WORK

Plumas Charter School – School-Based Mental Health Services and Multi-Tiered Systems of Support

Plumas Charter School and Plumas County Behavioral Health (PCBH) will work in partnership to create a program born out of innovation to address the needs of students and their families by providing school-based mental health prevention and early intervention services.

In an effort to expand this program's reach and scope to meet increasing need for school-based mental health services, PCBH and Plumas Charter School are creating an integrated model of the previously successful school-based program by including school-based Medi-Cal billable mental health services.

The prevention and early intervention components of the program utilize Positive Behavior Interventions and Supports (PBIS), a research supported framework developed out of the University of Oregon and now implemented nationwide. PBIS allows for data driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) across Plumas Charter School. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports. Plumas Charter School currently uses MTSS and is working towards implementing PBIS.

Tier I of PBIS serves all students across the district by applying a universal approach to teaching behavior expectations at schools through a systematic process verified by fidelity measures to ensure the framework is being applied appropriately. Universal behavior expectations are taught to students by staff, positive behaviors within the expectations are reinforced by all staff and retaught repeatedly throughout the year. The mantra is: teach, reteach, reinforce, reteach again, reinforce. Research shows that 75 percent of the student body should respond favorably to this approach. For the students who do not respond, they move up to the next tier of supports.

In Tier II of PBIS, students are identified by intervention teams with data-driven decision making, not anecdotal reporting, as being non-responsive to Tier I interventions. These students are then assigned to different evidence-based Tier II interventions, either administered directly by or in conjunction with Student Service Coordinator support.

Research out of the University of Oregon has shown that 60% of students who participate in Tier II level supports when non-responsive to Tier I will reintegrate into Tier I level functioning and not require referrals to the most intensive Tier III supports. This is precisely where both prevention and early intervention occur as students who begin to manifest signs of mental illness typically rise to this level of need for support. If we apply the evidence-based interventions with these students, research tells us that 60% will not go on to need Tier III level of supports, which often includes treatment for severe mental illness.

In Tier III of PBIS, the 5-7% of students who are non-responsive to Tier II level interventions are then identified through the same data-driven intervention team process and referred to Tier III level supports, which include a referral to Plumas County Behavioral Health for a mental health assessment to determine the individual's level of need, whether mild to moderate or moderate to severe, through the Utilization Management (UM) Committee review process.

Individuals who are assessed and require a mild to moderate level of mental health services will be referred to Plumas Charter School for school-based mental health services. For those individuals who are assessed by PCBH and meet a higher level of need, they will be reviewed through the UM process to receive moderate to severe community- and school-based specialty mental health services by PCBH staff.

Other Tier III supports provided by Plumas Charter School include IEP evaluation and supports, as well as Truancy Prevention Team interventions for academic and attendance issues.

Prevention: Both Tier I and Tier II services provided at each school site through PBIS are focused on social/emotional and behavioral supports. When schools address social/emotional and behavioral issues within the framework of PBIS, data reports that this helps reduce risk factors for developing a potentially serious mental illness and builds protective factors such as emotional literacy, emotional regulation skills, improved conflict resolution and relationship skills. Tiers I and II support the goal of improving mental health, including the reduction of negative outcomes such as suicidality, school failure and drop out, and prolonged suffering. Tiers I, II and III are focused on capturing data points to determine levels of support including specific risk factors such as biological family history, neurological history, behavioral/social/economic/environmental risks, chronic medical conditions, adverse childhood experiences (ACEs), trauma, ongoing stress, exposure to drugs, poverty, family conflict, domestic violence, racism and social inequities, prolonged isolation, previous mental illness, previous suicide attempts, and family history of mental illness or suicide attempts.

Early Intervention: Tier I and II supports also promote recovery and related improved functional outcomes for a mental illness early in its emergence. The data points gathered in the intervention team process through behavioral referrals and parent and teacher requests for assistance allow Plumas Charter School to identify the risk factors above through prevention and promote recovery through the Tier II, and when needed, Tier III supports applied to the students and families in need.

Functional outcomes addressed include intervention with suicide risk, interventions applied to address risk of school failure and drop out, and intervention to identify and decrease prolonged suffering. Plumas Charter School Early Intervention supports also include supports for family members of students, provided by or supported through Behavioral Health Therapists.

Deliverables:

- Plumas Charter School will provide PBIS/MTSS Tier I and Tier II infrastructure practice with fidelity in all PCS school sites in the county.
- Plumas Charter School will provide a .5 FTE Behavioral Health Therapist to serve all school sites throughout the county.

- Plumas Charter School will provide evidence-based Tier II interventions to students who are in need as determined by intervention teams (data collections and requests for assistance)
- Plumas Charter School will provide awareness activities on campuses physically and virtually through social media for suicide prevention as well as mental health awareness.
- Plumas Charter School will provide referral to PCBH for all Tier III individuals for assessment and level of care determination.
- Plumas Charter School will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care.

Measurable outcomes:

- Plumas Charter School will improve timely access to services for the underserved population of school children and youth. Site-based intervention teams meet once to four times monthly to review student data and requests for assistance. It is through this process that students are identified for necessary Tier II and Tier III services. Plumas Charter School will be able to report out the number of students referred to services across the district quarterly (see below for collection method).
- Plumas Charter School will provide access and linkage to treatment through the intervention teams student data screening process as well as through requests generated from awareness month activities – suicide prevention and mental health awareness. Intervention teams meet once to four times monthly. Referrals are generated through the Request for Assistance process at each site and intervention team recommendations through data analysis on students.
- Plumas Charter School will provide supports using non-stigmatizing and non-discriminatory strategies by providing a tiered approach to supports which starts with application to the entire student body as well as awareness activities both on physical campus and virtually through social media outlets. Making it available to all students decreases stigma and discrimination.
- PCBH will be able to measure the access to services by comparing the number of intakes completed from school referrals with the reported number of referrals from Plumas Charter School at the quarterly reporting periods.
- Plumas Charter School will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care. The productivity standard is set at 50% due to other prevention and referral related tasks.

Data collection methods:

- Plumas Charter School will utilize our student database to extract demographic reporting of students served.
- Plumas Charter School will utilize intervention team data-based decision making to ensure identification of students in need of Tier II supports in each community.

- Plumas Charter School will report out the number of students within the district receiving Tier II evidence-based supports. These numbers will be collected through intervention team meeting minutes by school site.
- Plumas Charter School will report out the number of students within the district receiving Tier III referrals to mental health services, reporting PCBH referrals and non-profit or private referrals separately. These numbers will be collected through intervention team meeting minutes by school site.
- Plumas Charter School will report out the number of family members of students at risk that are supported by Student Service Coordinators across the district. These numbers will be collected by Student Service Coordinator documentation of daily contacts.

Projected number of students served through Tier I and Tier II supports:

Children and their families (0-15)	>250
Transition Age Youth (TAY) (16-25)	>50
Adult (26-59)	0
Older Adult (60+)	0

Contractor will provide services in accordance with the following provisions.

I. Service Locations

Services rendered pursuant to this agreement shall be at the following location(s).

Plumas Charter School Quincy Campus
1425 E. Main Street
Quincy CA 95971

Indian Valley Academy – Taylorsville
Taylorsville, CA 95983

Plumas Charter School Chester Campus
135 Main St
Chester, CA 96020

II. Purpose

Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services (SMHS) for full scope Medi-Cal eligible Plumas County children, ages 5-21, through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program for elementary, junior high, and high school students enrolled at Plumas Charter School, who don't respond to Tier I and Tier II PBIS interventions and supports. A listing and description of these services are detailed in Section VI of this Scope of Work.

Goal
The goal of the EPSDT SMHS is to provide school-based screenings and referrals for assessment by PCBH Utilization Review process and to provide school-based mental health services for individuals who meet criteria for mild to moderate mental health services.

III. Target Population

County-referred Plumas County Medi-Cal beneficiaries.
These are children and youth who will be assessed by PCBH staff in each community and identified by Plumas County Behavioral Health Utilization Review team as either needing mild to moderate mental health services or moderate to severe specialty mental health services. It is expected that Plumas Charter School will provide mild to moderate school-based mental health services. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

1. The County will require periodic review for continued service authorization through the Utilization Review (UR) process.

IV. MONITORING

Track and report annually or as noted on the following:

A. Child and Adolescent Needs and Strengths-50 (CANS): The CANS tool is an evidence-based tool to measure children and youth functional outcomes in California. The CANS is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The CANS is completed at intake, every six months thereafter, and at discharge.

B. The Pediatric Symptom Checklist (PSC) is a 35-item parent/caregiver-report psychosocial screen designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible. The PSC is completed at intake, every six months thereafter, and at discharge.

C. Bi-Annual completion of: State Consumer Perception Survey.

D. Chart reviews will be conducted by PCBH staff to support compliance with Medi-Cal documentation standards. Plumas Charter School will be held to the documentation standards that are expected by the Department of Healthcare Services.

V. MEDI-CAL CERTIFICATION AND GOALS:

A. Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of

Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

B. Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

VI. SERVICES

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

A. 1810.227. Mental Health Services "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

B. 1810.204. Assessment "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

C. 1810.206. Collateral "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

D. 1810.232. Plan Development "Plan Development" means a service activity that consists

of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

E. 1810.250. Therapy "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices, and quarterly reports in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services **and** accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.
The submittal of the quarterly report will replace the yearend report.

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

D. Fee Structure:

Program Category	Description of Cost	Maximum Amount
Personnel		
.5 FTE Behavioral Health Specialist	100% salary and benefit cost	$60,000
Supplies	Supplies, materials and incentives for awareness months and PBIS awards	$1,000

Travel	Some travel may be necessary between communities	$2,000
Other	Certificated and classified engagement and support of PBIS implementation Tiers I & II	$5,000
Indirect	Administrative oversight of PBIS infrastructure and staffs, tech support and equipment, fiscal staff support, facilities and maintenance support	$2,000
Total MHSA for Year 1		$70,000
Plumas Charter School In-Kind Expenditures		$ 0
Total Program Cost		$70,000

This fee structure is based on Contractor's operating costs for providing Medi-Cal reimbursable direct mental health services and administration of the program.

Medi-Cal billable services will be based on Plumas County Behavioral Health's Medi-Cal Fee Schedule, effective July 1, 2023.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **December 19, 2023**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini, an individual, Tai Chi Instructor, this program helps to improve the well-being of clients and community members both physically and mentally; effective July 1, 2023; not to exceed $18,000.00; (No General Fund Impact)** federal and state funds; **approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini, an individual, Tai Chi Instructor, this program helps to improve the well-being of clients and community members both physically and mentally; effective July 1, 2023; not to exceed $18,000.00; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Behavioral Health through the MHSA, Mental Health Services Act, is offering Tai Chi in the Eastern part of the county as a Wellness Center Activity, available to clients and community members as part of wellness and recovery. Tai Chi has been proven to benefit and improve overall functioning both physically and mentally. A majority of the participants are part of the senior population, which is an underserved population in Plumas County.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini, an individual, Tai Chi Instructor, this program helps to improve the well-being of clients and community members both physically and mentally; effective July 1, 2023; not to exceed $18,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

NO General Fund Impact as approved in the FY 23/24 budget. Costs associated with this matter are covered by a combination of federal and state funds.

Attachments:

1. 3861_001

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 Maria Assunta Vicini, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighteen thousand dollars ($18,000.00).

3. Term. The term of this agreement shall be from July 1, 2023, through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 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:

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

Contractor:
Maria Assunta Vicini, an Individual
PO Box 49
Portola, CA 96122-0049

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 incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:
Maria Assunta Vicini, an Individual

By: _____
Name: Maria Assunta Vicini
Title: Tai Chi Instructor
Date signed: 11/17/2023

COUNTY:

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

By: _____
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed: 11/14/2023

APPROVED AS TO CONTENT:

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

ATTEST:

_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
_____
Craig Settlemire
Counsel

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 Maria Assunta Vicini, an individual, referred to herein as Business Associate ("BA"), dated July 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 is 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 CF.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	**BUSINESS ASSOCIATE**
Name: Sharon Sousa	Name: Maria Assunta Vicini
Title: Behavioral Health Director	Title: Tai Chi Instructor
Address: 270 County Hospital Road, Suite 109	Address PO Box 49
Quincy, California 95971	Portola, CA 96122
Signed: Sharon R. Sousa, LMFT	Signed: Maria Assunta Vicini
Date: 11/14/2023	Date: 11/17/2023

EXHIBIT A - SCOPE OF WORK

Provide Tai Chi services four times a week, every month on behalf of the Portola Wellness Center to be held at the Portola Station Baptist Church 171, South Gulling Street, Portola, Ca. or via zoom.
All work shall be provided according to industry standards.

Maria Assunta Vicini, Tai Chi Instructor, this program will provide an overall positive approach to improving mental health through low impact exercise program open to all citizens in the Portola area. Tai Chi services are paid out of the Mental Health Services Act.

EXHIBIT B - FEE SCHEDULE

Tai Chi Sessions at $90.00/Session

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **December 19, 2023**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency-Senior Connections, a prevention program by Public Health to screen homebound seniors who may need immediate mental illness services; effective July 1, 2023; not to exceed $65,000.00; (No General Fund Impact)** federal and state funds; **approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency-Senior Connections, a prevention program by Public Health to screen homebound seniors who may need immediate mental illness services; effective July 1, 2023; not to exceed $65,000.00; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

This MHSA-funded prevention program employs strategies of improving timely access to services for underserved populations and access and linkage to treatment through support of home visits by a public health education senior specialist to homebound seniors, screening participants for early signs of depression or other mental illness.

This approach provides staff of Senior Connections the opportunity to quickly identify individuals who may otherwise remain underserved and may need a referral for a mental health intake and assessment. The program also connects seniors to the greater community to combat isolation and to improve whole health outcomes through social connection and education.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency-Senior Connections, a prevention program by Public Health to screen homebound seniors who may need immediate mental illness services; effective July 1, 2023; not to exceed $65,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

NO General Fund Impact as approved in the FY 23/24 budget. Costs associated with this matter are covered by a combination of federal and state funds

Attachments:

1. 3859_001

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between **Plumas County Public Health Agency** (hereinafter referred to as "Public Health") and **Plumas County Behavioral Health Department** (hereinafter referred to as "Behavioral Health").

The parties agree as follows:

1. Scope of Work. Public Health shall provide services to Behavioral Health as set forth in Exhibit A – Scope of Work, attached hereto.

2. Compensation. Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit B – Fee Schedule, attached hereto. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed sixty-five thousand dollars ($65,000.00).

3. Term. The term of this MOU commences July 1, 2023, and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this MOU. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Public Health, from July 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this MOU by giving thirty (30) days written notice to the other party.

5. Notices. All notices under this MOU 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.

Public Health:
Dana Krinsky, Interim Director
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

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

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers.

PUBLIC HEALTH:

By: Dana Krinsky
Dana Krinsky, Interim Director

Date: 11/21/23

BEHAVIORAL HEALTH:

By: Sharon R. Sousa, CMFT
Sharon Sousa, Director

Date: 11/14/2023

APPROVED AS TO CONTENT:

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

Date: _____

ATTEST:

By: _____
Allen Hiskey, Clerk of the Board

Date: _____

Approved as to form:
Craig Settlemire
Counsel

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made by and between PLUMAS COUNTY PUBLIC HEALTH AGENCY (hereinafter referred to as "Public Health") and PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT (hereinafter referred to as "Behavioral Health"), dated July 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 is 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 CF.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		**BUSINESS ASSOCIATE**
Name:	Sharon Sousa, LMFT	Name:	Dana Krinsky
Title:	Director	Title:	Interim Director
Address:	Plumas County Behavioral Health 270 County Hospital Road, Ste 109 Quincy, CA 95971	Address:	Plumas County Public Health Agency 270 County Hospital Road, Ste 206 Quincy, CA 95971
Signed:	Sharon R. Sousa, LMFT	Signed:	Dana Krinsky
Date:	11/14/2023	Date:	11/24/23

EXHIBIT A - SCOPE OF WORK

Plumas County Public Health Agency – Senior Connections Program

This MHSA-funded prevention program employs strategies of improving timely access to services for underserved populations and access and linkage to treatment through support of home visits by a public health education senior specialist to homebound seniors, screening participants for early signs of depression or other mental illness.

This approach provides staff of Senior Connections the opportunity to quickly identify individuals who may otherwise remain underserved and may need a referral for a mental health intake and assessment. The program also connects seniors to the greater community in an effort to combat isolation and to improve whole health outcomes through social connection and education.

The program enhances ongoing collaboration and partnerships with Behavioral Health and other key community partners to provide this underserved population with access and linkage to mental health services, thereby increasing timely access. These activities and strategies will decrease negative outcomes of prolonged suffering that may result from untreated mental illness in homebound seniors.

Projected number of the targeted population to be served in each age category:

Children and their families (0-15)	
Transition Age Youth (TAY) (16-25)	
Adult (26-59)	
Older Adult (60+)	≤200

Activity 1: Home Visiting & Screening to Isolated Seniors

Visit 100-200 low-mobility individuals in their homes in order to relieve isolation and decrease prolonged suffering of depression, anxiety, or other potential health related issues, broadening access to health and social services, and connecting them to community.

A brief screening tool (PHQ-2) will be administered to assess for depression, and each home-bound meal recipient will be asked if they are receiving mental health services. In addition, a brief health history questionnaire including recent ER visits, sleeping and eating habits, living arrangement, and support systems will be provided. As needed, based on these surveys, seniors will be referred for mental health intake and assessment at Plumas County Behavioral Health, their primary care physician, or other access to supports available to meet their needs.

Community Practices or Standard:
Homebound seniors will receive a visit in their residences in order to reduce barriers to receiving help and resources. Low-mobility seniors enrolled for homebound meals will automatically be eligible for enrollment in home visiting.

Evidence-based Standard:
All seniors will receive the PHQ-2 evidence-based questionnaire to screen for depression.

As Related to Mental Health:
Addresses prolong suffering by reducing negative outcomes of isolation, anxiety, depression, and promotes seeking mental and physical health care through referrals, while increase timely access and linkage through partnership with PCBH and primary care providers.

Measures/Performance Indicators:
- Home visit count
- Referral count
- Results of referral follow-up survey

Methods of Collecting Data:
- Intake from Senior Nutrition to determine eligibility
- Brief health history questionnaire
- PHQ-2
- Referral submitted to PCBH or other agency providing mental health services
- Phone or in-person referral follow-up survey
- MHSA demographics forms for participants

Activity 2: Providing Seniors with Education & Help to Access Resources
Promote health maintenance, restorative care, illness prevention, education of chronic illnesses, and functional/self-care independence through newsletter articles, handouts delivered with home visits or meals, and wellness events (i.e. screening events, health education events), including Senior Summit event(s), and promoting/coordinating senior activities in Plumas County.

Promising Practices/Community Practices or Standards:
Provide verbal and written information and resources to participants to access services at their discretion to empower them with knowledge in how to access resources, while still maintaining a supportive and trusted rapport with participants.

As Related to Mental Health:
Addresses prolong suffering by reducing negative outcomes of isolation, anxiety and depression, and providing resources to improve quality of life.

Performance Indicators:
List of materials provided for each client
Follow-up survey on material or event usefulness

Methods of Collecting Data:

Materials usefulness survey by phone or in person
Survey for events held at culmination of event

Activity 3: Plumas County Senior Resource Workgroup & Resource Coordination
Act as catalyst for, and engage directly in, resource coordination within Plumas County Public Health Agency, Plumas County community-based organizations, and involved individuals to utilize and provide support services and resources to the target population.

Promising Practices/Community Practices or Standards:
Utilize current resources or engage stakeholders to find resources for seniors in need.

As Related to Mental Health:
Support through community connections improves the seniors' self-sufficiency and ability to remain in their homes longer, which reduces depression and anxiety and increases their quality of life.

Performance Indicators:
Count of services coordinated by Senior Connections
Count of Workgroup participants

Methods of Collecting Data:
Line items of services provided for seniors
Senior Resource Workgroup meeting agenda
Senior Resource Workgroup meeting minutes

EXHIBIT B - FEE SCHEDULE

Funding provided under this MOU shall be allocated contingent upon receipt of quarterly invoices in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services **and** accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A. The submittal of the quarterly report will replace the yearend report.

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Health.

Program Category	Description of Cost	Not to Exceed:
Personnel	Health Education Specialist at .75 FTE	$58,250.00
	Health Education Coordinator at .02 FTE	$2,350.00
Supplies	Phone Service	$150.00
	Printing (Copier fees)	$350.00
Travel	In County mileage	$500.00
	Out of County	$500.00
Other	Outreach Activities	$207.00
	ASA Membership	$293.00
Indirect		$2,400.00
Total for Year 1		**$65,000.00**

The budget is minimal and only consists of personnel, office costs, outreach supplies, travel, and education. All are associated with Activities 1, 2, and 3.

Personnel (.77 FTE): $60,600.00

Health Education Specialist (.75 FTE): $58,250.00
The MHSA home visitor provides assessments and referrals, and connects seniors to health services, resources, and the community.

Health Education Coordinator (.02 FTE): $2,350.00
Office assistance and support in program planning and reporting.

Supplies: $500.00
Phone Service: $150

Printing – copier fees $350

Travel: $1,000.00
In-County (home visiting & resource coordination): $500
Out of county (resource coordination and training): $500

Outreach Activities: $207
Materials to educate seniors and/or their families in home or at congregate sites about relevant issues that can affect their quality of life and increase their risks of depression and anxiety.

ASA Annual Membership: $293.00
Membership for staff to receive unlimited education from ASA on important issues for the aging population (Alzheimer's, isolation, caregiver support, co-morbidities, housing, etc.) in order to be an informed support to Senior Connections clients.

Indirect: $2,400.00
For fiscal support, A87 overhead, and administrative costs.

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 MOU.
   c) Bear the Contractor MOU 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.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **December 19, 2023**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency-Veterans Services program that provides advocacy, care coordination and referrals for at risk veterans; effective July 1,2023; not to exceed $50,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency-Veterans Services program that provides advocacy, care coordination and referrals for at risk veterans; effective July 1,2023; not to exceed $50,000.00; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

This Plumas County Veterans Services Office outreach and engagement and access and linkage program provides connection and support within the community to improve overall wellness outcomes for veterans and to reduce risk of suicide, homelessness, unemployment, and prolonged suffering.
Veterans' services representatives and case managers provide advocacy, care coordination and referrals for at-risk veterans due to identified high-risk key indicators, such as substance abuse, incarceration, homelessness, unemployment, etc. The program also provides mental health screening to identify at-risk Plumas County veterans and referrals to Plumas County Behavioral Health.

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency-Veterans Services program that provides advocacy, care coordination and referrals for at risk veterans; effective July 1,2023; not to exceed $50,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

NO General Fund Impact as approved in the FY 23/24 budget. Costs associated with this matter are covered by a combination of federal and state funds.

Attachments:

1. 3860_001

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between **Plumas County Public Health Agency** (hereinafter referred to as "Public Health"), and **Plumas County Behavioral Health Department** (hereinafter referred to as "Behavioral Health").

The parties agree as follows:

1. Scope of Work. Public Health shall provide services to Behavioral Health as set forth in Exhibit A – Scope of Work, attached hereto.

2. Compensation. Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit B – Fee Schedule, attached hereto. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed fifty thousand dollars ($50,000.00).

3. Term. The term of this MOU commences July 1, 2023, and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this MOU. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Public Health, from July 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this MOU by giving thirty (30) days written notice to the other party.

5. Notices. All notices under this MOU 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.

Public Health:
Dana Krinsky, Interim Director
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

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

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective authorized officers.

PUBLIC HEALTH:

By: _____ Date: 11/21/23
Dana Krinsky, Interim Director

BEHAVIORAL HEALTH:

By: _____
Sharon Sousa, Director Date: 11/14/2023

APPROVED AS TO CONTENT:

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

ATTEST:

By: _____ Date: _____
Allen Hiskey, Clerk of the Board of Supervisors

Approved as to form:
_____
Craig Settlemire
Counsel

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made by and between PLUMAS COUNTY PUBLIC HEALTH AGENCY (hereinafter referred to as "Public Health") and PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT (hereinafter referred to as "Behavioral Health"), dated July 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 is 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 CF.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		**BUSINESS ASSOCIATE**
Name:	Sharon Sousa	Name:	Dana Krinsky
Title:	Director	Title:	Interim Director
Address:	Plumas County Behavioral Health 270 County Hospital Road, Ste 109 Quincy, CA 95971	Address:	Plumas County Public Health Agency 270 County Hospital Road, Ste 206 Quincy, CA 95971
Signed:	Sharon R. Sousa, LMFT	Signed:	Dana Krinsky
Date:	11/14/2023	Date:	11/21/23

EXHIBIT A - SCOPE OF WORK

Plumas County Veterans Services Office - Outreach, Referral and Access to Care

This Plumas County Veterans Services Office outreach and engagement and access and linkage program provides connection and support within the community to improve overall wellness outcomes for veterans and to reduce risk of suicide, homelessness, unemployment, and prolonged suffering.

Veterans' services representatives and case managers provide advocacy, care coordination and referrals for at-risk veterans due to identified high-risk key indicators, such as substance abuse, incarceration, homelessness, unemployment, etc. The program also provides mental health screening to identify at-risk Plumas County veterans and referrals to Plumas County Behavioral Health.

The program enhances ongoing collaboration and partnerships with Behavioral Health and other key community partners to provide this targeted population with outreach for increasing awareness of early signs of mental illness and to improve access and linkage to mental health services.

Projected number of the targeted population to be served in each age category:

Children and their families (0-15)	0
Transition Age Youth (TAY) (16-25)	≤20
Adult (26-59)	≤60
Older Adult (60+)	≤120

Program Activity 1:

Increase veteran's connectedness and support within the community and improve utilization of benefits, direct services and supportive services that enhance wellness and quality of life by providing outreach, information and education to the Plumas County veteran population.

Program Activity 1A

Deliverable:
Meet 8-12 times per year with organizations serving Plumas County veterans (American Legion, Veterans of Foreign Wars, Elks Lodges), targeting veterans in each community (Chester, Greenville, Quincy and Portola) to inform them of various benefits, supports and programs available to assist them with basic services such as housing, health care, behavioral health services, transportation, supportive services and additional organized events (Veterans Stand Down, Golf Tournaments, Fishing Derby, Kayak Trips, etc.) to meet other veterans. Eight of these meetings will be to host Community Outreach Dinners in each of the four main communities of Plumas County, with one dinner/BBQ held twice a year in each location.

Measurable Outcome:
VA Community Connection. Estimated Plumas County veteran population is 1,851. Outreach will be to an estimated 10-15% of county veterans (~185-277). These meetings will be held on a monthly basis rotating to each of the four main communities.

Data Collection:
Sign in Sheets will be distributed and collected at each meeting. Data on the number of participants will be reported. Presentation Notes to be provided with report. Surveys will be taken during presentations of awareness of specific topics such as PTSD, suicide prevention, access and enrollment to VA Healthcare as well as Vocational Rehabilitation and Employment.

Program Activity 1B

Deliverable:
Conduct community-based outreach to the four Plumas County communities with the intent of connecting veterans to eligible benefits and services that enhance their health care, financial and emotional stability as well as their overall wellness. Once enrolled, veterans will have access to case management, education, job training and other services available through Federal, State and nonprofit Veterans Services.

Measurable Outcome:
Quantitative data will be collected in the following areas: the number of people who receive outreach and education on the various benefits and topics, the estimated number of potential enrollees, the number of people who have been enrolled in various benefits, and the number of printed materials disseminated.

Data Collection:
Information will be collected on the PCVSO Information and Benefits Evaluation Form and reported in the appropriate time frame. Information from the VSO Claims Software (VetPro) will be utilized to track the number of claims for enrollment and their outcomes. The amount of printed materials disseminated will be tracked. MHSA demographic data collection forms will be distributed and collected during each event. Form completion by attendees is anonymous and voluntary.

Program Activity 1C

Deliverable:
Develop standard presentations on veterans' benefits, the enrollment process in the VA Health Care System through Reno VAMC, increasing compensation benefits (such as adding dependents to claim, PTSD, MST and suicide awareness or filing additional claims, etc.) as well as descriptions and contact information for local Mental Health and substance abuse services, and other related services. Collect brochures from various agencies (Behavioral Health, PCIRC, Alliance for Workforce Development, etc.) and distribute to veterans at appointments and presentation meetings.

Measurable Outcome:
The number of presentations developed will be tracked. The number of participants served for each presentation, and the number of people who received outreach material will be collected. Surveys will be taken during presentations of specific topics such as PTSD, MST, suicide awareness, and access and enrollment to VA Healthcare. MHSA demographic data collection forms will be distributed and collected during each event. Form completion by attendees is anonymous and voluntary.

Data Collection:
Sign in sheets will be distributed and collected at the end of presentation meetings. Data on the number of participants will be reported. The new presentations will be placed in the report. The numbers and descriptions of material distributed will be reported. Survey and demographic data will be reported.

Program Activity 2:

Ensure ongoing Mental Health screening, assessment and referral for every veteran served by the Plumas County Veterans Services Office.

Program Activity 2A

Deliverable:
Ensure that the PCVSO Information and Benefits Evaluation Form is up to date and utilized at the first point of contact with every veteran served. The form will identify self-reported indicators that may indicate the need for a referral to Plumas County Behavioral Health, as well as other services and supports.

Measurable Outcome:
Quality improvement: Staff will update and utilize the Information and Benefits Evaluation form for all intakes, including required MSHA demographic information.

Data Collection:
Demographic information queried in the PCVSO Information and Benefits Evaluation Form (gender, age, reason for visit, depression or other mental illness, etc.) will be de-identified and reported by MHSA demographic category.

Program Activity 2B

Deliverable:
All Veterans Services Division and related Public Health support staff will obtain annual initial or ongoing Mental Health First Aid and/or ASIST training to increase their capacity to identify and assist veterans in crisis, displaying signs of suicidality or other signs of mental illness.

Measurable Outcome:
All staff will complete annual mental health trainings.

Data Collection:
Trainings and their descriptions will be included in annual program reports with certificates of completion (if desired by the State of CA).

Program Activity 2C

Deliverable:
Connect with PCBH (or other appropriate agency) to complete training in administration of screening tools for mental health issues, such as PHQ-2, PHQ-9 and GAD. Provide comprehensive screening at every appointment utilizing documented interview process to connect veterans with access to timely services and supports. PHQ and GAD surveys will be used for helping veterans or their family members to realize and express some of their issues at each of the interviews.

Measurable Outcome:
90% of veterans will fill out a screening survey. Collect the number of veterans who receive screening survey and the number of veterans who receive linkage to mental health services through referral process.

Data Collection:
Report the number of veterans who receive the screening survey and the numbers of veterans who receive linkage to mental health services.

Program Activity 3:

Provide advocacy and care coordination to every veteran, served by the PCVSO, who is identified at risk of experiencing mental illness, substance abuse, risk of suicide, unemployment or incarceration, homelessness, loss of children or any variety of prolonged suffering.

Program Activity 3A

Deliverable:
PCVSO will participate in a joint staff meeting/training session with Plumas County Behavioral Health to determine PCVSO's protocols and procedures for referring veterans to PCBH for services and coordinating shared case management or need for other services.

Measurable Outcome:
Attend one meeting. Meeting minutes. Sign in sheet.

Data Collection:
Report meeting minutes and overview of protocols and procedures.

Program Activity 3B

Deliverable:
Maintain access to covered Health Care by coordinating and scheduling the bi-weekly transportation of Plumas County veterans to the Reno VAMC and maintaining the volunteer driver pool with all the appropriate requirements. The van and fuel costs of the VA Van Service is covered by the VA, but the volunteer coordination, transport scheduling and other operational activities are not funded.

Measurable Outcome:
Maintain Fuel Log, Schedule Log and Volunteer Driver list. Track number of Veterans served.

Data Collection:
Data on Fuel Log, Schedule Log, number of volunteer drivers and number of veterans served will be reported.

Program Activity 3C

Deliverable:
Ensure ALL referrals to PCBH for all veterans/veterans family members will be accomplished through the use of the attached PCBH form and warm hand off. This will reduce the number of missed appointments with PCBH or other counselor. This will improve the continuity of care.

Measurable Outcome:
QI Measure - All veteran referrals will receive a warm hand-off with approved forms.

Data Collection:
Number of referrals with warm hand offs to PCBH will be collected and reported.

Program Activity 3D

Deliverable:
Maintain targeted and limited case management for incarcerated veterans or veterans involved in the criminal justice system. Services will include Reno Health Care enrollment, assistance with application to a Drug/Alcohol Rehabilitation facility in coordination with PCBH or VA Mental Health, communication between veteran and their lawyer, updates to their case, assistance to the family of the veteran with possible VA/County services and ensuring that the proper documentation of Veteran status is filed with the court.

Measurable Outcome:
QI measure – The number of veterans that received cases. The number of veterans that connect to the VA DOJ and Rehabilitation. The number of veterans that get connected to lawyers.
Coordinate information sharing in existing Teleconferencing to VA DOJ.
Maintain integrity of services provided – tracking logs.

Data Collection:
Report the number of veterans that received cases, that connect to Rehabilitation and the number of veterans that get connected to lawyers.

Program Activity 3E

Deliverable:
Provide care coordination, supportive services and advocacy to overcome economic, geographic and other barriers to obtaining or remaining in care/services to at-risk veterans. Work with assigned staff from Probation and Behavioral Health, who are dedicated to the shared clients with PCVSO. Activities to include periodic needs evaluation, referral for clinical services and assistance with support services such as food, housing, clothing and education to help them remain stable both physically and emotionally.

Measurable Outcome:
The PCVSO Information and Benefits Evaluation Form will be utilized to show which resources veterans have been directed.

Data Collection:
Collection of resource referrals the PCVSO Information and Benefits Evaluation Form will be reported each quarter.

Program Activity 4:

Build and maintain ongoing partnerships and collaborative relationships with behavioral health community partners to increase access to mental health services for Plumas County veterans.

Deliverable:
Coordinate with PCBH staff who may provide support and counseling to veterans and their family members who have requested a mental health intake and assessment for determination of services. Veterans services staff will consult with PCBH staff on referral procedures for intake and assessment using department referral forms and releases.

Measurable Outcome:
The Veteran Services staff will make referrals using appropriate PCBH request for services and release of information forms for 100% of veterans requesting referral for a mental health intake and assessment.

Data Collection:
Report number of direct referrals made to PCBH on behalf of veterans and their families who have made a request.

EXHIBIT B - FEE SCHEDULE

Funding provided under this MOU shall be allocated contingent upon available State monies through MHSA funding, with stakeholder approval, and shall be provided to Public Health upon receipt of quarterly invoices within the fiscal year for which it is allocated.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services **and** accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report
Up to 10% of each line item may be transferred to another line item at the discretion of Public Health. Any transfer in excess of 10% shall require prior written approval from Behavioral Health.

July 1, 2023 – June 30, 2024

Program Category	Description of Cost	Maximum amount:
Personnel	.10 FTE of VSO	$9,981
	.45 FTE of VSR	$26,443
	.32 FTE Extra Help	$11,576
	Total	$48,000
Outreach dinners/BBQs	Awareness Presentation of Mental Health Services and Veterans Benefits. Eight dinners per year X $500.00.	$2,000
Total for Year		**$50,000**

96% of the MHSA funding provides personnel support. Most activities are personnel driven. Additional program costs will include two Veterans outreach dinners in each community. The program cost per participant is projected at $650.00

MHSA funding is used for the portion of personnel not funded by CalVet subvention grant funding, which supports processing VA claims and benefits. Outside of MHSA activities, the Veterans Services Officer and Veterans Services Representative are funded by Veterans Administration and County general funds to file and process claims and related programs and benefits of the VA. However, the program activities are necessary to provide a full array of services and supports for veterans. The MHSA funding covers the costs for activities listed in the Scope of Work.

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the quarterly invoice(s), Behavioral Health agrees to compensate Public Health for the amounts delineated in this fee schedule within thirty (30) days of receipt:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the agency names, exactly as shown on the MOU;
   c) Bear the MOU 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 MOU under 5. Notices.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **December 19, 2023**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Rural Services-Visions, a strength-based youth development program to reduce negative outcomes; effective July 1, 2023; not to exceed $18,822.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Rural Services-Visions, a strength-based youth development program to reduce negative outcomes; effective July 1, 2023; not to exceed $18,822.00; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

The Mental Health Services Act funded Visions Youth Prevention Program provides prevention services for up to 15 girls and nonbinary youth, ages 11-18. Originally grounded in research on girls' development, the program was updated in 2022-23 to reflect the changing needs of adolescents and the youth-led desire to increase inclusion in the program. Youth participants in the formerly named Girl's Rite program saw a need to offer this space for their nonbinary classmates in 2022, and the Visions program developed through their leadership and drive.

Visions provides space for girls and nonbinary youth that supports participants' capacity for building self-confidence, physical and emotional resiliency, healthy relationships, and participating in regular physical activity. This work promotes these five protective and promotive factors of the Youth Thrive prevention framework, which is a trauma-informed, strengths-based youth development program to mitigate risk of and/or reduce negative outcomes that may result from untreated mental illness, such as suicide risk, school failure or dropout, and risk of removal of an adolescent from the family home. We know these risks increase significantly for LGBTQ+ youth, including gender non-conforming youth.

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Rural Services-Visions, a strength-based youth development program to reduce negative outcomes; effective July 1, 2023; not to exceed $18,822.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

NO General Fund Impact as approved in the FY 23/24 budget. Costs associated with this matter are covered by a combination of federal and state funds.

Attachments:

1. 3868_001

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 **Plumas Rural Services**, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed eighteen thousand, twenty-two dollars ($18,822).

3. Term. The term of this Agreement commences July 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 Contractor from July 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.

   If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

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

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including

recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

    a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Michele Lynn Piller, Executive Director
Plumas Rural Services
711 E. Main Street
Quincy, CA 95971

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

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

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

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party

hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Plumas Rural Services, a California non-profit corporation

By: Michelle Piller
Name: Michelle Piller
Title: Executive Director
Date signed: 11/29/23

By: Debbie Shirk-McFarland
Name: Debbie Shirk-McFarland
Title: Fiscal Officer
Date signed: 11/29/23

COUNTY:

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

By: Sharon R. Sousa, LMFT
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed: 11/14/2023

APPROVED AS TO CONTENT:

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

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:
Craig Settlemire
Counsel

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 PLUMAS RURAL SERVICES, referred to herein as Business Associate ("BA"), dated July 1, 2022.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is 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 CF.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	**BUSINESS ASSOCIATE**
Name: Sharon Sousa	Name: Michele Piller
Title: Behavioral Health Director	Title: Executive Director
Address: 270 County Hospital Road, Suite 109	Address: 711 E. Main Street
Quincy, California 95971	Quincy, California, 95971
Signed: Sharon R. Sousa, LMFT	Signed: Michele Piller
Date: 11/14/2023	Date: 11/28/23

EXHIBIT A - SCOPE OF WORK

Plumas Rural Services – Visions Program

The Visions Youth Prevention Program provides prevention services for up to 15 girls and nonbinary youth, ages 11-18. Originally grounded in research on girls' development, the program was updated in 2022-23 to reflect the changing needs of adolescents and the youth-led desire to increase inclusion in the program. Youth participants in the formerly named Girl's Rite program saw a need to offer this space for their nonbinary classmates in 2022, and the Visions program developed through their leadership and drive.

Visions provides space for girls and nonbinary youth that supports participants' capacity for building self-confidence, physical and emotional resiliency, healthy relationships, and participating in regular physical activity. This work promotes these five protective and promotive factors of the Youth Thrive prevention framework, which is a trauma-informed, strengths-based youth development program to mitigate risk of and/or reduce negative outcomes that may result from untreated mental illness, such as suicide risk, school failure or dropout, and risk of removal of an adolescent from the family home. We know these risks increase significantly for LGBTQ+ youth, including gender non-conforming youth.

According to a 2011 study in the Journal of Adventure Education and Outdoor Learning, "all-girls programs create a space for adolescent girls to feel safe, increase their connection with others, and provide freedom from stereotypes." Furthermore, outdoor experiences for teens result in enhanced self-esteem, self-confidence, independence, autonomy and initiative, with positive results persisting for years.

Visions will be delivered in Quincy with afterschool meetings for two (2) hours twice per month during the school year. During these sessions, the program utilizes research-based, age-appropriate curricula focused on guided discussions, youth-developed group guidelines, journaling, positive self-talk, and peer and adult nonviolent communication.

Discussions and activities are dedicated to finding passion and purpose in life; establishing positive, non-violent communication techniques; providing emotional support; problem solving; and building and sustaining trusting relationships. Through regular discussion and interaction, the Coordinator fosters bonds with participants that enables them to use her as a resource when they are facing challenges, including providing warm referrals for mental health assessment, as needed.

Professional women, nonbinary adults and other ally adults in the community are invited to speak and participate in the program regularly, fostering positive relationships with adults in the participants' own community. In addition to promoting protective factors described above, this work fosters an early introduction to possible future professions for participants, giving them relatable role models within their community and aspirational goals that insulate against future risks of unemployment and homelessness.

During the spring, interested youth will attend the annual *Reach for the Future* youth conference in Chico, CA. Hosted by the Butte County Department of Behavioral Health, the Reach Conference is based on a Youth Development framework, providing leadership skills, support, and opportunities for young people. The summer program meets weekly for a full-day trip to someplace in the region that offers hiking and other outdoor recreation opportunities, culminating in a 3-day campout.

Program facilitator deliverables include:

- Holding two (2) afterschool meetings per month during the school year
- Leading seven (7) full-day excursions over the summer
- Leading one (1) multi-day campout over the summer
- Attending one (1) youth leadership development conference (the Reach Conference)
- Referrals to an early intervention or other mental health services will be tracked, reported, and a follow-up call or meeting with the participant and family will be conducted.

Measurable outcomes:
This prevention and improving timely access program will focus on reducing negative outcomes that may result from an untreated mental illness through building protective factors. By the end of the program year and through participant self-assessment or self-perception questionnaires, the program expects:

- increase of at least 60% of enrolled youth who report a perception of increased self-confidence;
- increase of at least 40% of enrolled youth who report a perception of an improved or a healthier relationship with family members or other primary social connections;
- increase of at least 40% of enrolled youth who report perception of improved emotional self-regulation or emotional resiliency;
- Decrease of at least 40% of enrolled youth reporting feelings of depression, sadness or suicidal ideation.

Data collection methods:
PRS collects MHSA-specific demographic data for participants from initial enrollment forms. The Visions Coordinator tracks participation at meetings and other events. PRS also collects data on protective and promotive factors intended to mitigate risk and enhance healthy development and wellbeing. This data on factors of youth resilience, access to system of supports, social/emotional/physical well-being is surveyed via a pre- and post-questionnaire; answers to this questionnaire also help the Coordinator to hone meeting topics for participants' needs.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services **and** accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.
The submittal of the quarterly report will replace the yearend report.

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Hcalth.

Program Category	Description of Cost	Maximum Amount
Personnel		
Girl's Rite Coordinator	0.25 FTE	$11,206.00
Benefits	FICA, SSI/SUI, W/C, Benefits Plan	$1,354.00
Supplies	Therapeutic, Office & Program	$950.00
Travel	300 miles/year x $0.625/mile	$188.00
Direct Operating Costs	Rent, Utilities, Communications, Building Maintenance, Insurance, Audit	$1,524.00
Staff Training	General training, REACH Staff Fee	$350.00
REACH Training Conference	Annual Conference for 5 Attendees	$1,000.00
Indirect Costs	15% of Direct Costs	$2,247.00
Total Not to Exceed		**$18,822.00**

Budget Description:

Personnel:
The Visions Program Coordinator works 10 hours/week to recruit, enroll, and work with youth clients in the program. The Coordinator is responsible for collaborating with program partners, coordinating participation of professional women from the community, and the REACH youth conference, and planning and delivering the program's summer excursions.

Benefits include FICA, Social Security, State Unemployment Insurance, and Worker's Compensation.

Supplies:

A prorated portion of office supplies based on FTE percentage and actual cost of program supplies ($150/yr). Therapeutic supplies (such as journals, art supplies, etc.) and snacks for program meetings are included ($800/yr).

Travel:
300 miles/year @ $0.625/mile for the Coordinator to travel with participants to the REACH conference and various local excursion locations.

Direct Operating Costs:
Amounts are based on PRS' cost allocation plan and charged based on FTE for staff allocated to this contract or based on actual cost, as appropriate. Rent is based on the federal formula, calculated on FTEs charged. Utilities and building maintenance are calculated based on space allocation use. Cell phone and internet usage for program staff are charged at actual cost. Insurance and audit expenses are prorated based on the percentage of total agency FTEs charged to this program (0.52%).

Staff Training:
Cost for Coordinator to complete training(s) relevant to work in the field of youth development, plus the fee for the Coordinator to attend the REACH conference.

REACH Training:
Includes travel, lodging, meals, and fees for 5 youth participants to attend the REACH conference in Chico, CA.

Indirect Costs are 15% of total direct costs.

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Jackson & Coker Locum Tenens, for assistance in obtaining qualified Therapists and Clinicians.; effective September 1, 2023; not to exceed $400,000.00; (No General Fund Impact) federal and state funds; 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 Jackson & Coker Locum Tenens. They will assist Behavioral Health in obtaining qualified Therapists and Clinicians.; effective September 1, 2023; not to exceed $400,000.00; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Jackson & Coker Locum Tenens will assist Behavioral Health in obtaining qualified Therapists and Clinicians. Jackson & Coker will source, screen and present potential contractors for interviews.

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Jackson & Coker Locum Tenens. They will assist Behavioral Health in obtaining qualified Therapists and Clinicians.; effective September 1, 2023; not to exceed $400,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact as approved in FY 23/24 budget Costs associated with this matter are covered by a combination of state and federal funds.

Attachments:

1. 3870_001

PCBH2324JACKSON&COKER

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 Jackson & Coker Locum Tenens, a Georgia Limited Liability Company LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with staffing services as set forth in Exhibit A, attached hereto. Contractor is in the business of sourcing, screening, and presenting for County independent contractor healthcare providers to provide their own independent medical services to County on a locum tenens basis.

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 the County to Contractor under this Agreement shall not exceed $400,000.00 per fiscal year. 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 September 1, 2023, and shall remain in effect through August 31, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Jackson & Coker Locum Tenens, LLC healthcare providers from September 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

    c. Upon termination by County, County shall pay Contractor all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination and shall reimburse Contractor for any fees and/or charges incurred by Contractor that result from the termination (such as airline

penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which County would have been required to pay or reimburse Contractor for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs.

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. Legal Compliance. The staffing services provided under this Agreement are non-exclusive and shall be completed using commercially reasonable efforts. 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. J & C shall defend, indemnify, and hold harmless County, its affiliates, officers, directors employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including without limitation, reasonable attorneys' fees and expenses) (collectively "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this, County Agreement. County shall defend, indemnify, and hold harmless J & C, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by County or any negligence or willful misconduct by County in connection with its performance, of this County Agreement or the provision of medical or health care services by County or the assigned facility

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. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

iii. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

iv. 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 County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents 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 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 neither Contractor nor the locum tenens medical providers are acting hereunder as an employee of the County, but solely as an independent contractor. Neither Contractor nor the locum tenens medical providers, by virtue of this Agreement, have authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Professional Services Contract. Contractor represents that Contractor customarily and regularly sources, screens, and presents independent contractor healthcare providers to provide their own independent services and these independent contractors exercise discretion and independent judgment in the performance of their own independent medical services, and that those independent medical services fall within those stated in California Labor Code section 2778. Contractor represents-that these independent contractors maintain a separate business location from Contractor and have all required business licenses and tax registration, if any, in order to perform their independent medical services under this Agreement. These independent contractors shall have the right to set their own hours and location of work, consistent with the nature of the independent medical services provided under this Agreement. These independent contractors shall determine the method, means and manner of the performance of their independent medical services including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from the independent contractor's performance of their own independent medical services. The independent contractors shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these independent medical services. Notwithstanding this Agreement, independent contractor shall have the right to provide the same or similar independent medical services to entities other than County without restriction, and hold themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding the independent contractor's performance or activities before or after each instance, wherein, independent contractor may perform their own independent medical services 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:

Sharon Sousa, LMFT Director
Plumas County Behavioral Health

270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:
Matt Hale – Vice President
Jackson & Coker
2655 Northwinds Parkway
Alpharetta, GA 30009

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. 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. Exhibit C Client Agreement Addendum incorporates additional duties not mentioned in Exhibit A.

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

CONTRACTOR:
Jackson & Coker Locum Tenens, LLC

By: Matt Hale
Name: Matt Hale
Title: Vice President
Date signed: 12/6/23

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

By: Sharon R. Sousa, LMFT
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed: 12/07/2023

APPROVED AS TO CONTENT:

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

ATTEST:

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:

Joshua Brechtel
Deputy County Counsel

EXHIBIT A - SCOPE OF WORK

SEE ATTACHED

Jackson Coker

Exhibit A

Jackson & Coker
2655 Northwinds Parkway
Alpharetta, GA 30009
Phone: 800.272.2707
Fax: 800.936.4562

CLIENT AGREEMENT

This **CLIENT AGREEMENT** is between **Plumas County** ("Client" or "you") and **JACKSON & COKER LOCUMTENENS, LLC** ("J&C"," "we" or "us").

1.0 Overview
This Client Agreement provides the terms and conditions regarding the provision to you of locum tenens healthcare providers (each, a "Contractor"). The types of Contractors we will make available to you will be described in one or more Addenda to this Client Agreement entered into from time to time (each, a "Contractor Addendum"). The Contractor Addenda shall also describe the fee structure applicable for such Contractors in addition to other terms regarding such Contractors and shall be a part of this Client Agreement.

2.0 J&C Duties
To assist you in obtaining qualified Contractors, J&C will:
2.1 Source, screen and present potential Contractors as appropriate;
2.2 Use our best efforts to present Contractors acceptable to you;
2.3 Provide for payment to the Contractor(s) for his/her fee(s);
2.4 Secure professional liability insurance with limits of one ($1,000,000) million per incident and three ($3,000,000) million per insured for Contractor(s) to provide professional medical services to you or your assigned facility.
2.5 Verify or assist in obtaining Contractor licensure, as necessary; and
2.6 Allow you or your assigned facility to retain patient revenue generated by any Contractor(s) placed by us.

3.0 Client Duties
To enable us to attract qualified Contractors to your facility, you or your assigned facility will:
3.1 Use independent judgment as to a Contractor's qualifications, credentials and background. You acknowledge that the ultimate decision as to a Contractor's qualifications belongs to Client;
3.2 Inform J&C within forty-eight (48) business hours if any Contractor presented by J&C is already known to Client. Otherwise, the Contractor will be conclusively presumed to have been introduced by J&C. Client agrees to submit proof of a prior relationship or introduction upon request by J&C.
3.3 Supply the Contractor, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Contractor(s) to perform his/her services;
3.4 Supply the Contractor the cost of transportation to and from the assigned facility's community (to also include any luggage surcharges), reasonable and acceptable living accommodations outside of the assigned facility, local transportation within the community (rental car or, if a personal vehicle is used, payment based on mileage at the rate allowed by the Internal Revenue Service), and the cost of gasoline used both for local and round trips;
3.5 Use your best efforts to promptly obtain hospital privileges for Contractors, when applicable, and pay any and all costs required for Contractor to be credentialed at the assigned facility and to become a member of your or its medical staff, including, but not limited to, costs of medical tests, drug screens, compliance with OSHA requirements and the like. J&C will reasonably assist you with the privilege process, if requested, at your sole cost and expense;
3.6 Pay all fees associated with any patient compensation fund as applicable by state;
3.7 Pay or reimburse J&C for state/county sales, use, franchise or receipts taxes (as applicable by state) charged against payments to us under this Client Agreement. Client further agrees to pay any expenses related to the state's assessment of any imputed taxes/expenses related to the treatment of Contractors as independent contractors;
3.8 Participate in J&C customer service/risk management activities by reporting, in writing, immediately to us any incident which may lead to a malpractice claim or disciplinary action taken against any Contractor.
3.9 Client agrees that it or its assigned facility, will verify at Client's facility the identity of any and all contractors presented by Jackson & Coker LocumTenens.
3.10 Reimburse all fees charged to J&C that arise out of the services of any managed service provider, vendor management system or similar such outsourced management agency that you may engage or utilize; this obligation shall survive any termination or expiration of this Agreement.

4.0 Fees
4.1 You agree to pay us the specific fees for each Contractor as required on the applicable Contractor Addendum. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, you agree that: (a) it is your responsibility to ensure all patient charts are completed by the Contractor prior to the Contractor's completion of service, and, (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.
4.2 Immediately upon your acceptance of a Contractor, you agree to pay J&C a deposit in the amount of $15,000.00. Upon our receipt of your written request, you may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for your account relating to that Contractor. In addition, provided that all amounts owed to us are paid in full, upon your written request made within one year of placing the deposit, we will refund the remaining balance of the deposit relating to that Contractor to you.
4.3 You agree to pay J&C an administrative service fee in the amount of $45.00 for each calendar day during which a Contractor delivers services through patient contact or call availability.
4.4 A premium of one-half of the daily rate will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by the assigned facility, regardless of whether services are actually provided on these days (except with prior approval of J&C and the Contractor). Should the Contractor render services/work on the holiday, the premium of one-half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater. Should the Contractor have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.

MA

Initial: _____

4.5 You are responsible for verifying and signing Contractor's Service Record on a weekly basis or assuring an authorized representative of the assigned facility does so. A signed service record indicates your agreement that Contractor has properly provided Services for the stated hours and that you will remit payment pursuant to the applicable Contractor Addendum and other applicable provisions of this Client Agreement. If you have a question concerning the Contractor's Service Record, you shall notify J&C within three (3) business days of your receipt of the Service Record in question from the Contractor. After three (3) business days, any and all Service Records(s) will be deemed accurate and valid, and J&C will be entitled to payment of service fees for the time reflected on that Service Record in accordance with the terms hereof.
4.6 Payment for each Service Record period is due immediately upon receipt of an invoice. All payments more than thirty (30) days past due will accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date of invoice or the date due, whichever is later.

5.0 Cancellation of Coverage
J&C expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Contractor we place must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, the following provisions apply with respect to your cancellation of services:
5.1 You may request that a Contractor be removed or a placement cancelled (a) at any time if the request is based on your reasonable dissatisfaction with the clinical performance or professional conduct of such Contractor or (b) at any time and for any reason, provided that we receive from you at least 30 days prior written notice. If you request that a Contractor be removed or a placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by J&C prior to the Contractor's removal and such documentation must be reasonably satisfactory to us. In the event of a removal or cancellation under (a) or (b) above, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided by such Contractor through the effective date of the cancellation, plus, but not being limited to, (ii) full roundtrip transportation, local housing, local transportation, any and all fees and penalties incurred by us or Contractor as a result of having to cancel lease agreements for this assignment, plus, but not being limited to, (iii) all other amounts due directly from you to the Contractor.
5.2 In the event that you request that a Contractor that has been scheduled to provide services to or for you (whether or not actually placed in your facility) be removed or his or her placement cancelled and such removal or cancellation does not satisfy the conditions of the preceding paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the cancellation plus (ii) the full amount of fees and costs which would have been payable for any uncompleted portion of the locum tenens period up to a maximum of thirty calendar days. You also agree to reimburse J&C for any fees and/or charges incurred by us that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the locum tenens period requested by you (such as non-cancellable rental or lease costs).
5.3 J&C will not, in any event, remove a Contractor from or cancel an assignment for illegal reasons.

6.0 Permanent Placement, Recruitment Fees, and Other Usage of a Contractor
6.1 Permanent Placement. Our locum tenens trial practice option allows you to work with a Contractor prior to entering into a permanent commitment with him/her. Upon payment of the applicable fees set forth below, you may enter into a direct relationship with a Contractor who has worked with you or has been introduced or presented through J&C, following completion of 90 days of locum tenens coverage by that Contractor. Such recruitment fee shall be equal to (i) 25% of the annual salary for the first year of employment, including incentive or other bonus, offered to and accepted by the Contractor or (ii) 25% of the actual salary, including incentive or other bonus, paid to the Contractor for the first year of employment (or part thereof, if a full year of employment is not completed), whichever of (i) and (ii) is greater. The amount determined under clause (i) shall be payable as provided below, and any additional amount required to be paid under clause (ii) will be paid promptly after the determination thereof. The above recruitment fees are payable for any Contractor introduced to you or the assigned facility by J&C who:

a. Accepts a position with you, the assigned facility, or any facility, organization or group owned or operated by, or affiliated with, you or with the assigned facility, whether or not in your or its actual community, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor provided services to or for you; or
b. Accepts a position within a 15 mile radius of the assigned facility within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor provided services to or for you, if you or the assigned facility personnel assist in obtaining the position or if the Contractor obtains privileges at any facility, organization or group owned or operated by or affiliated with you or the assigned facility

6.2 Other usage of a Contractor. If the Contractor engages in locum tenens coverage or provides services for you, any of your affiliates, or with the assigned facility other than through J&C within two years of the date the Contractor was introduced or presented to you, or if the Contractor worked for you, two years from the last day the Contractor provided services to or for you, then the recruitment fee is equal to 25% of the national average annual salary for the Contractor's specialty, excluding incentive or other bonus, as reported by Medical Group Management Association (MGMA) for the then-current calendar year.
6.3 Recruitment Fee Payment. The recruitment fees above are due on the first day the Contractor performs services for you. The locum tenens fees based on the current rates structure will continue to accrue and remain in full effect until the date that the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. The obligations of this Section 6 will survive termination or cancellation of this Agreement. In addition, should you elect to interview a candidate introduced to you by J&C for a permanent position, you agree to pay expenses related to that interview.

7.0 Status of Contractors
Contractors are independent contractors of J&C and/or any one of its affiliates (including Jackson & Coker Medical, LLC). Contractors are not employees, agents or subcontractors of J&C. Because Contractors are independent contractors, neither J&C, nor you, will be responsible for tax withholding or incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decisions or actions shall be solely those of the Contractor.

8.0 Standards of Service
J&C is committed to customer satisfaction. You agree to assist J&C in this process by providing us with meaningful feedback by (1) including locum tenens Contractors placed through us in the ongoing quality assurance/risk management programs of your facility, (2) providing necessary materials and reports on the performance of Contractors to J&C's customer service/risk management team, medical director and legal counsel, and (3) advising us within 48 business hours of your notification of any incident or claim involving a Contractor placed through J&C so that we may assist in its resolution.

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Initial: _____

9.0 Term

9.1 The term of this Client Agreement is for a period of one (1) year and will automatically renew for successive one year terms unless otherwise terminated as provided herein.

9.2 Client may terminate this Client Agreement for any reason by giving at least thirty (30) days advance written notice of cancellation. Said thirty (30) day period shall commence upon the date of receipt of such notice by J&C. Upon termination of this Client Agreement under this paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination plus (ii) the full amount payable and due for any uncompleted portion of the then existing locum tenens periods up to a maximum of thirty calendar days for each such period. You also agree to reimburse J&C for any fees and/or charges incurred by us that result from the termination (such as airline penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs).

9.3 J&C may terminate this Client Agreement for any reason upon thirty (30) days prior written notice effective upon receipt by Client.

10.0 Mutual Indemnification

10.1 J&C shall defend, indemnify, and hold harmless Client, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this Client Agreement.

10.2 Client shall defend, indemnify, and hold harmless J&C, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by Client, or any negligence or willful misconduct by Client in connection with its performance, of this Client Agreement or the provision of medical or health care services by Client or the assigned facility.

11.0 General

11.1 The terms or conditions hereof (including the fees payable hereunder), the identity and/or qualifications of the Contractors, and any other information of J&C which we deem to be proprietary, are confidential and are provided for your internal use only in connection with your performance of this Client Agreement. You agree to not disclose, or discuss, any such information with any third party (including any Contractor) without our express written consent.

11.2 Any controversy or claim arising out of or relating to the interpretation, enforcement or breach of this Client Agreement or the relationship between the parties hereto shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules for the American Arbitration Association at any arbitration hearing to be held in Atlanta, Georgia. If J&C prevails, Client agrees to pay for reasonable expenses, including attorneys' fees. This paragraph shall be specifically enforceable. The award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction.

11.3 Neither party shall be liable for any damages incurred by reason of any delay in fulfilling its respective obligations under this Client Agreement if such delays are caused by conditions beyond the control of such party, including, but not limited to, governmental restrictions, natural disasters, work stoppages, labor disputes, war or insurrection, or acts of God.

11.4 The failure of either party to exercise any of its rights under this Client Agreement shall not be deemed to be a waiver of such rights.

11.5 This Client Agreement (which includes all attachments hereto, all coverage requests and addenda signed by the parties) is our entire agreement and supersedes all prior agreements between us. It binds us and each of our successors and assigns. This Client Agreement may not be assigned by you without our prior written consent. Any changes must be in writing and signed by both parties. If any provisions of this Client Agreement are found to be invalid, the other provisions will remain in full force and effect.

11.6 This Client Agreement does not create any rights in any person, other than J&C and Client.

11.7 J&C will retain its records and provide governmental authorities access to them consistent with Title 42 of the United States Code Annotated, Section 1395x(v)(1).

11.8 All notices, requests, instructions or other documents shall be in writing and shall be effective upon receipt, if given (i) in person or by courier or a courier service, (ii) by telex, facsimile or other wire transmission or (iii) by U.S. mail, certified or registered mail, postage prepaid, or overnight delivery service; addressed as set forth on the signature page.

11.9 This Client Agreement shall be governed by the laws of the State of Georgia.

The effective date of this Client Agreement is September 1st, 2023.

CLIENT: Plumas County

By: Shawn R. Sousa, LMFT

Title: DIRECTOR

Date: 12/07/2023

Federal Employer ID: _____

Notice Address: _____

Attn: _____

Fax: _____

JACKSON & COKER LOCUMTENENS, LLC:

By: Mario Arce

Title: SVP Finance

Date: 12/6/23

Notice Address:
Jackson & Coker
2655 Northwinds Parkway
Alpharetta, GA 30009
Attn: General Counsel / J+C Contact: Courtney Lemke
Fax: (800)936-4562

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EXHIBIT B - FEE SCHEDULE

Emergency Department Tele Consults
- $300.00 per hour – For each hour on call back. Inclusive of any 5150 order completed
- $2,000 flat rate – To be on a 24-hour call shift
- $1,000 flat rate – To be on a 12-hour call shift
- $700 flat rate – To be on a 8-hour call shift

Outpatient Telepsychiatry
- $300.00 per hour – For all hours worked

Consult Liaison Telepsychiatry
- $300.00 per hour – For each hour on call back
- $2,000 flat rate – To be on a 24-hour call shift
- $1,000 flat rate – To be on a 12-hour call shift
- $700 flat rate – To be on a 8-hour call shift

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

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

EXHIBIT C

SEE ATTACHED

JACKSON & COKER

Exhibit C

Jackson & Coker
2655 Northwinds Parkway
Alpharetta, GA 30009
Phone: 800.272.2707
Fax: 800.936.4562

CLIENT AGREEMENT ADDENDUM

The Client Agreement between County of Plumas, a political subdivision of the State of California ("Client" or "you") and Jackson & Coker LocumTenens, LLC., ("J&C", "we" or "us") is hereby amended as follows:

- *Section 4.2 is stricken in its entirety.*
- *Section 4.6: The last sentence of the paragraph is hereby amended as follows: "All payments more than sixty (60) days past due will accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date of invoice or the date due, whichever is later."*
- *Section 11.0 General is hereby amended to add a new Section, Section 11.10, which states the following:*
  - *Section 11.10 5150 Holds: J & C will require that all independent contractors placed under this Agreement agree to comply fully with Client's medical staff bylaws, policies, and procedures as explained to or provided to them including but not limited to all policies and procedures specific to 5150 holds:*
    - *Independent contractors will complete 5150 holds on paper, with wet signatures, not digitally.*
    - *J & C will require that all independent contractors placed under this Agreement will complete 5150 holds on minors as needed.*
    - *Any independent contractor placed under this Agreement who writes a 5150 hold will be available to your staff, as needed, through the duration of the 72-hour hold for consultation.*

This Client Agreement Addendum shall be governed by the laws of the State of Georgia.

The effective date of this Client Agreement Addendum is September 1st, 2023.

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

By: Thomas R. Sousa, LMFT

Title: Director

Date: 12/07/2023

Federal Employer ID:

Notice Address:

Attn:
Fax:

JACKSON & COKER LOCUMTENENS, LLC:

By: Mads Aag

Title: SVP Finance

Date: 12/6/23

Notice Address:
2655 Northwinds Parkway
Alpharetta, GA 30009
Attn:
Fax: (800)936-4562

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PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an agreement between Plumas County Behavioral Health and California Psychiatric Transitions Inc. for psychiatric treatment and rehabilitation services to seriously mentally ill adults; effective January 1, 2024; not to exceed $400,000.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Chair to sign an agreement between Plumas County Behavioral Health and California Psychiatric Transitions Inc. The facility offers psychiatric treatment and rehabilitation services to seriously mentally ill adults; effective January 1, 2024; not to exceed $400,000.00; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

The facility offers psychiatric treatment and rehabilitation services to seriously mentally ill adults. California Psychiatric Transitions has the ability to render constant and immediate attention. CPT offers highly structured daily programs that allow developmental growth and self-reliance. They offer specific training sessions addressing competency restoration and focus on topics such as; an understanding of courtroom proceedings, penalties, charges and defenses, legal terminology, and various tests used to determine levels of competency.

Action:

Approve and authorize the Chair to sign an agreement between Plumas County Behavioral Health and California Psychiatric Transitions Inc. The facility offers psychiatric treatment and rehabilitation services to seriously mentally ill adults; effective January 1, 2024; not to exceed $400,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact as approved in FY 23/24 budget. Costs associated with this matter are covered by a combination of state and federal funds.

Attachments:

1. 3872_001

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 California Psychiatric Transitions Inc., (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed $ 400,000.00. 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 January 1, 2024 and shall remain in effect through December 31, 2024, unless terminated earlier pursuant to this Agreement.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State

    c. County must remove all of its clients from Contractor's facility to complete termination of this agreement.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification –County shall indemnify Contractor against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of County's performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages, or liability are caused by, or result from the negligent or intentional acts or omissions of County, its officers, agent or employee.

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

    a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, as the additional insured, 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, as the additional insured, 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, as the additional insured, before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

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

Contractor:
Dina Hackett-Vice President
9226 N. Hinton Ave.
Delhi, CA. 95315

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.

Suspension and Debarment. Contractor agrees to comply with CCR Title 9, Division 1, Chapter 3.5 which are the regulations that pertain directly to licensed Mental Health Rehabilitation Centers in California. Contractor further states that all employees providing services for this agreement have passed will pass criminal background checks through the Department of Healthcare Services Criminal Background Check Unit as required by CCR Title 9, Division 1, Chapter 3.5.

26. Retention of Records. . Notwithstanding any other provision contained herein, County and Contractor agree that Contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and does not bill via Medi-Cal and/or Medi-care, and hence, is exempt from the audit provisions, cost reports, SAM.gov registration, submission of owner social security numbers and regulatory requirements applicable to such entities. The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions. Furthermore, County and Contractor acknowledge that Contractor is a private entity that utilizes its own unique processes and methods which comply with state regulations to provide mental health rehabilitation. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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.

28. 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.

29. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:
California Psychiatric Transitions, Inc.

By: Dina Hackett
Name: Dina Hackett
Title: Vice President
Date signed:

CONTRACTOR:

By:
Name: Julia Youga
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: Sharon R. Sousa
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed: 12/07/2023

APPROVED AS TO CONTENT:

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

ATTEST:

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:

Joshua Brechtel
Deputy County Counsel

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 California Psychiatric Transitions, Inc., referred to herein as Business Associate ("BA"), dated January 1, 2024.

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 is 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 CF.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. . The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions. BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has

become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa LMFT	Name Dina Hackett
Title: Behavioral Health Director	Title: Vice President
Address: 270 County Hospital Road, Suite 109	Address: 9226 N. Hinton Ave.
Quincy, California 95971	Delhi, CA 95315
Signed: Sharon R. Sousa, LMFT	Signed: Dina Hackett
Date: 12/07/2023	Date: 12/06/23

EXHIBIT A - SCOPE OF WORK

DESCRIPTION OF PROGRAM SERVICES CALIFORNIA PSYCHIATRIC TRANSITIONS,

California Psychiatric Transitions (CPT) is a fully licensed Mental Health Rehabilitation Center (MHRC). The facility offers psychiatric treatment and rehabilitation services to seriously mentally ill adults over the age of eighteen (18). With two on-site psychiatrists and a medical doctor along with a twenty-four (24) hour nursing staff, CPT has the unique ability to render constant and immediate attention. The goal of the programs is to implement at treatment plan designed specifically for each resident, focusing on medication, behavioral and psychiatric needs. In addition, CPT offers a highly structured program that caters to a wide spectrum of the mental health community. A daily agenda assists residents with elementary functions including activities of daily living, interactive groups, both cognitive and rudimentary, as well as group outings and associated work programs. Its sole purpose is to allow clients to develop into self-reliant human beings and thus allow their return to less restrictive setting the community.

II. MHRC Main Program CPT is dedicated to addressing specific psychiatric needs of the mental health community as well as developing self-reliant individuals with good communication and social skills. CPT employs a highly structured daily program that allows both developmental growth and self-reliance. The daily program assists residents with rudimentary skills including activities of daily living and interactive groups. Cognitive sessions focusing on such topics as;

anger management, medication awareness and impulse control, provide necessary tolls for each resident to realize their potential. The program examines the progress of each resident as it pertains to their needs and gauges their individual success. The program also provides a weekly schedule of group therapy sessions, conducted by the Staff Psychiatrist, the Director of Nursing, Team Leader(s) and staff. These sessions help identify and isolate resident concerns, progress and reoccurring issues and gauge the overall progress of the unit. In addition to group therapy, CPT acknowledges the vital importance of the one-on-one sessions. These sessions, also referred to as "Resident Staffing," are designed to delve further into the root causes of behavior as well as the specific needs of the individual resident, addressing behavioral issues, medication changes and program compliance.

III. Disruptive Behavioral Unit The Disruptive Behavioral Unit program mission is to provide individuals an intensive therapeutic program that will focus directly on disruptive behaviors. These behaviors inhibit treatment and have the potential to affect other resident's progress. Placing individuals that are disruptive in one common area allows CPT to formulate and implement specific types of treatment plans designed to identify the stressors that may be causing the disruptive behaviors. This highly structured program creates an atmosphere that minimizes distraction and focuses on recovery. A Board-Certified Psychiatrist conducts monthly 1 on 1 staffing sessions addressing behavioral issues, medication changes and program compliance. The psychiatrist also provides weekly group therapy sessions that gauge the overall progress of the unit. This provides the attention and rehabilitative skills necessary for a quicker recovery. In addition to the high staffing ratio, a twenty-four (24) hour nursing staff provides medications necessary to reduce agitation levels as needed, as well as activity personnel to provide group and leisure activities. A Team Leader and Program Clerk are also assigned to the unit for treatment plan implementation, progress reviews, and quarterly reporting. The behaviors that are deemed severely disruptive and counterproductive to treatment include but are not limited to the following; • AWOL Risk • Assaultive Behavior • Property Damage • Hyper-sexual • Hygienically Inappropriate • Treatment Plan non-compliance Individuals whose symptoms have been stabilized maintain "continuity of care" by being admitted directly to the MHRC main program. A proven track record of success helps reinforce the individual treatment plan, reduce the reoccurrence of disruptive behavior and promote successful rehabilitation. IV. Diversion Program The Diversion Program is designed to serve court ordered diversion and Incompetent to

Stand TrialPenal Code 1370 (IST 1370) individuals. The individuals in this program have been incarcerated facing misdemeanor charges and are unable to stand trial due to a mental illness or a mental illness with a co-occurring developmental disability. The program goal is to use a structured daily program to allow for competency restoration and diversionary programs by treating these individuals, CPT can assess whether or not an individual is competent to stand trial or is in need of further psychiatric evaluation and treatment. The daily program assists residents with rudimentary skills including activities of daily living and interactive/cognitive groups as well as comprehensive treatment plans designed to address their individual mental health needs. Specific training sessions addressing competency restoration focus on such topics as; an understanding of courtroom proceedings; penalties, charges and defenses; legal terminology, and various tests used to determine levels of competency. The program examines the progress of each resident as it pertains to their needs and gauges their varying levels of competency and individual successes. Once competency is determined, the individual may be remanded back to the county of jurisdiction for further proceedings, or, if applicable, further treatment may be ordered. We also serve our Murphy's conservatorship clients in this program as well. For these clients we can either try to restore competency or convert their legal hold from a Murphy's to an LSP conservatorship. Converting a Murphy's hold to an LPS requires supervised community access when the treatment team feels the client is ready to enter back into society. This program can take two years to complete.

Admission Policy and Admitting Criteria:

County and Contractor shall work cooperatively to admit clients to Contractor's facility. All admissions shall be subject to the screening procedures and standards mutually agreeable to Contractor and County. The admission of all persons receiving services under this Agreement must receive prior approval of the Director of Behavioral Health or his/her authorized representative.

County will sign and adhere to Contractor's admission agreement for each client placed at Contractor's facility.

Contractor shall admit patients with a DMS V diagnosis. Individuals in need of Mental Health Rehabilitation Services who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered for admission.

The frequency, scope and severity of these behaviors are determining factors for admission, which are negotiated between County and Contractor for or each client admission. The County may grant individual exceptions to the admission criteria.

If Contractor denies an admission, the County's authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, the County and Contractor may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility of Contractor.

It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for inpatient psychiatric acute care, as well as individuals suffering exclusively from developmental disability, mental retardation or physical illnesses (without a psychiatric component), shall not be considered for admission. County will sign Contractor's admission agreement and adhere to it for each client the County places at California Psychiatric Transitions.

County Liaison, Patient Discharge Planning:

County shall designate a Facility Liaison (e.g., Conservator and/or Public Guardian) who shall be responsible for ongoing contact and consultation with Plumas County patients and facility staff.

Contractor shall keep the County Facility Liaison fully informed of each County patient's progress and shall collaborate in pre-discharge and discharge planning.

The County Facility Liaison shall be responsible for arranging future placement and support deemed necessary for each County Patient to be discharged.

If Contractor's treatment team determines that a County client has exceeded Contractor's level of care, the client is no longer an appropriate for placement, Contractor will immediately notify Plumas County Behavioral Health, who discharge the client within 72 hours.

EXHIBIT B - FEE SCHEDULE

California Psychiatric Transitions Rate Table FY 2023-2024

Mental Health Rehabilitation Center- Lanterman-Petris-Short $485/Day
1:1 Monitoring $55.00/Hour

Disruptive Behavioral Unit LPS, Incompetent to Stand Trial, Diversion, Murphy $960/Day
1:1 Monitoring $55.00/Hour

FORENSIC Incompetent to Stand Trial, Diversion, Murphy $690/Day
1:1 Monitoring $55.00/Hour

Bed hold rate will be the same rate as the corresponding unit that the bed is being held in

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER OR THEIR DESIGNEE HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION BY SIGNING CONTRACTOR'S ADMISSION AGREEMENT.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. David Walls for Real Property Lease located at 372 Main Street, Chester; effective September 30, 2023; not to exceed $25,200.00; (No General Fund Impact) federal and state funds; approved as to form by County Counsel; discussion and possible action**

Recommendation:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. David Walls for Real Property Lease located at 372 Main Street, Chester. Effective September 30, 2023; not to exceed $25,200.00; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action

Background and Discussion:

Plumas County Behavioral Health seeks to continue to operate the Chester Wellness Center, which is located at 372 Main Street, Chester. Behavioral Health respectfully requesting the Board of Supervisors approve the agreement for real property lease with Doctor David Walls.

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. David Walls for Real Property Lease located at 372 Main Street, Chester. Effective September 30, 2023; not to exceed $25,200.00; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action

Fiscal Impact:

No General Fund impact as approved in FY 23/24 budget. Costs associated with this matter are covered by a combination of state and federal funds.

Attachments:

1. 3873_001

LEASE AGREEMENT

By and between

Dr. David Walls

And

Plumas County Behavioral Health

LEASE

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REAL PROPERTY LEASE AGREEMENT

THIS LEASE is entered into at Quincy, Plumas County, California, by and between Plumas County Behavioral Health and Dr. David Walls, an individual hereinafter collectively referred to as "Owner", and COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "Tenant" or "County."

1. **PREMISES LEASED:** The Owner leases to the Tenant, and the Tenant leases from the Owner; property located at 372 Main Street, Chester, County of Plumas, consisting of office space and common use of driveways, sidewalks and common use public parking spaces.

2. **PURPOSE:** The Tenant rents said premises for the following purpose: Plumas County Behavioral Health Wellness Center; and any other wellness related business. The premises shall be used for no other purpose. Owner represents that the premises may lawfully be used for such purpose.

3. **TERM:** This is a 12-month minimum lease, with an option for extension. The lease will begin on October 1, 2023 and end September 30, 2024. County's Board of Supervisors hereby ratifies and approves for payment to date of approval of this Agreement.

4. **RENT:** The Tenant agrees to pay and deliver to the Owner as rent, the sum of Two Thousand, One Hundred ($2100.00) per month for 12 months. Rent shall be payable in lawful money of the United States upon receipt of the invoice by the end of each month. Each month shall begin on first day of the month and end on the last day of the month. Tenant is given the option to extend the term on all the provisions contained in this agreement, except for rent, for a one-year period ("extend term") following expiration of the initial term, by giving notice of exercise of the option ("option notice") to Owner at least 45 days before the expiration of the term. Provided that, if Tenant is in default on the date of giving the option notice, the option notice shall be totally ineffective, or if Tenant is in default on the date the extended term is to commence, the extended term shall not commence and this lease shall expire at the end of the initial term.

5. **ADDITIONAL RENT FOR TAXES AND INSURANCE INCREASES:** Tenant shall pay all real property taxes and general and special assessments ("real property taxes") levied and assessed against the premises. Each year Owner shall notify tenant of the real property taxes and immediately upon receipt of the tax bill shall furnish Tenant with a copy of the tax bill. Tenant shall pay the real property taxes semiannually not later than 15 days before the taxing authority's delinquency date or 15 days after receipt of the tax bill, whichever is later. Tenant's obligation to pay "assessments" as provided in this paragraph shall be calculated on the basis of the amount due if Owner allows the assessment to go to bond and the assessment is to be paid in installments, even if Owner pays the assessment in full.

6. **ACCEPTANCE OF PREMISES:** Tenant's taking possession of the premises on commencement of the term shall constitute Tenant's acknowledgment that the premises are in good condition.

7. **SECURITY DEPOSIT:** On execution of this lease, Tenant shall deposit with Owner $ 0.00 as security deposit for the performance by Tenant of the provisions of this lease. If Tenant is in default, Owner can use the security deposit, or any portion of it, to cure the default or to compensate Owner for all damage sustained by Owner resulting from Tenant's default. Tenant shall immediately on demand pay to Owner a sum equal to the portion of the security deposit expended or applied by Owner as provided in this paragraph so as to maintain the security deposit in the sum initially deposited with Owner. If Tenant is not in default at the expiration or termination of this agreement, Owner shall return the security deposit to Tenant. Owner's obligations with respect to the security deposit are those of a debtor and not a trustee. Owner can maintain the security deposit separate and apart from Owner's general funds or can commingle the security deposit with Owner's general and other funds. Owner shall not be required to pay Tenant interest on the security deposit.

8. **MAINTENANCE:** Tenant covenants and agrees at Tenant's own cost and expense during the full term hereof, to keep and maintain the entire leased premises, both the interior and exterior of the building. It is the understanding of the parties hereto that Owner shall not be expected or required to maintain the leased premises during the term hereof. Tenant waives the provisions of Civil Code sections 1941 and 1942 with respect to Owners' obligations for tenant ability of the premises and Tenant's right to make repairs and deduct the expenses of such repairs from rent. **Property Owner shall be responsible for lawncare and snow removal.**

9. **REPAIR:** For any matter beyond maintenance of the premises, it is the understanding of the parties hereto that Owner shall be expected or required to repair the rented premises during the term hereof according to the terms below:

10. **COST OF REPAIRS:** Damage caused by Behavioral Health shall be the responsibility of the county to repair.

11. **UTILITIES AND OPERATING EXPENSES:** Tenant shall be responsible for payment of electricity, propane, telephone, for the premises, and all other utility services or other services to the premises.

12. **SIGNS:** Tenant shall obtain the Owner's written consent for the installation of any and all signs for Tenant's business on the premises, provided, however, that Owner shall not unreasonably withhold his consent for reasonable and appropriate signs.

13. **IMPROVEMENTS:** The Tenant shall not make any alterations, redecorations, additions or improvements, structural or otherwise, in, to or upon the premises without first obtaining the written consent of the Owner. Any and all authorized improvements made by the Tenant shall be at Tenant's sole cost and expense. The title to any and all permanent improvements placed upon the premises shall immediately vest in the Owner. The foregoing does not apply to signs.

14. **INSPECTION:** Owner, its agents, attorneys or employees shall, at any and all reasonable times during the term hereof, be permitted and allowed to enter upon the premises for the

purpose of examining the same and for the further purpose of doing thereon whatever they may deem necessary for the protection and preservation of their interests and estate therein.

15. **ASSIGNMENT AND SUBLEASING:** Tenant promises and agrees not to sell, transfer or assign this agreement, or any interest therein, or sublet any part or portion of said rental property without the written consent of the Owner first had and obtained; and any attempt to sell, transfer or assign this agreement, or any attempt to sublet any part or portion of the premises, or any interest therein, either voluntarily or involuntarily, by operation of law or otherwise, shall constitute a breach hereof for which the Owner may, at its election, terminate and cancel this rental agreement forthwith; provided, further, that neither this agreement nor any interest herein shall be assignable or transferable by operation of law, and that in the event said Tenant shall be adjudged bankrupt, or become insolvent, or shall make an assignment for the benefit of creditors, then this agreement, at the option of the Owner, shall immediately end and terminate and shall in no wise be treated as an asset of the Tenant after the exercise of such option, and immediately upon the exercise of such option, the Owner shall have the right to forthwith re-enter the premises, and re-take possession thereof

16. **LIENS:** Both parties promise and agree not to permit or allow the premises or any part thereof to be liened by any person, firm or corporation for any purpose whatever, due to their non-payment or non-fulfillment of any obligation of the parties hereto, their agents, servants or employees.

17. **LIABILITY AND INDEMNIFICATION:** Owner shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause. Tenant waives all claims against Owner for damage to person or property arising for any reason, except that Owner shall be liable to Tenant for damage to Tenant resulting from the acts or omissions of Owner or its authorized representatives.

Tenant shall hold Owner harmless from all damages arising out of any damage to any person or property occurring in, on, or about the premises, except that Owner shall be liable to Tenant for damage resulting from the acts or omissions of Owner or its authorized representatives. Owner shall hold Tenant harmless from all damages arising out of any such damage. A party's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

18. **LIABILITY INSURANCE:** During the rental agreement term, Tenant shall, at Tenant's own expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in California, that will insure Tenant and Owner (and such other parties as are designated by Owner) against liability for injury to person and property and for each of any person or persons occurring in or about the premises. Each such policy shall be subject to approval by Owner as to form and as to insurance company. The liability coverage under such insurance shall not be less than $*300,000.00 for any one person injured or killed, not less than $*300,000.00 for any one accident, and not less than $*300,000.00 for property damage. If, in the considered opinion of Owner's insurance advisor, the amount of such coverage is not adequate, Tenant shall increase the coverage to such amounts as Owner's advisor shall deem adequate. Tenant shall

provide Owner with copies or certificates of all policies, including in each instance an endorsement providing that such insurance shall not be canceled except after *ten (10) days' notice to Owner.

19. FIRE INSURANCE ON BUILDING AND OTHER IMPROVEMENTS:

19.1 **Tenant to Maintain Insurance:** Tenant at Tenant's cost shall maintain on the building and other improvements that are a part of the premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least full replacement value. The insurance policy shall be issued in the names of Owner, Tenant, and Owner's lender, as their interests appear. The insurance policy shall provide that any proceeds shall be made payable to Owner as provided in paragraph 21. The insurance proceeds shall be paid pursuant to the provisions of paragraphs 21.3, and 21.3.1. In case this lease is terminated, the insurance policy and all rights under it or the insurance proceeds shall be assigned to Owner at Owner's election.

19.1.1 **Payment of Premiums:** Tenant shall pay the premiums for maintaining the insurance required by paragraph 19. Tenant's obligation to pay the insurance costs shall be prorated for any partial year at the commencement and expiration or termination of the term.

19.1.2 **Determination of Replacement Value:** The "full replacement value" of the building and other improvements to be insured under paragraph 19 shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every 3 years, either party shall have the right to notify the other party that it elects to have the replacement value redetermined by an insurance company. The redetermination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the redetermination.

The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the premises and to the fixtures, personal property, tenant's improvements, and alterations of either Owner or Tenant in or on the premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right or recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this agreement. If any insurance policy cannot be obtained with a waiver of subrogation or is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of 10 days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will

carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

20. **OTHER INSURANCE MATTERS:** All the insurance required under this agreement shall:

20.1 Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.

20.2 Be issued as a primary policy.

20.3 Contain an endorsement requiring 30 days' written notice from the insurance company to both parties and Owner's lender before cancellation or change in the coverage, scope, or amount of any policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than 20 days before expiration of the term of the policy.

21. **DESTRUCTION:**

21.1 **Destruction Due to Risk Covered by Insurance:** If, during the term, the premises are totally or partially destroyed from a risk covered by the insurance described in paragraph 19 rendering the premises totally or partially inaccessible or unusable, Tenant shall restore the premises to substantially the same condition as they were in immediately before destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. Such destruction shall not terminate this agreement. If the existing laws do not permit the restoration, either party can terminate this agreement immediately by giving notice to the other party.

21.2 **Destruction Due to Risk Not Covered by Insurance:** If, during the term, the premises are totally or partially destroyed from a risk not covered by the insurance described in paragraph 19, rendering the premises totally or partially inaccessible or unusable, Tenant shall restore the premises to substantially the same condition as they were in immediately before destruction. Such destruction shall not terminate this rental agreement. If the existing laws do not permit the restoration, either party can terminate this agreement immediately by giving notice to the other party.

If the cost of restoration exceeds 5% of the then replacement value of the premises destroyed, Tenant can elect to terminate this lease by giving notice to Owner within 15 days after determining the restoration cost and replacement value. If Tenant elects to terminate this agreement, Owner, within 15 days after receiving Tenant's notice to terminate, can elect to pay to Tenant, at the time Owner notifies Tenant of its election, the

difference between 5% of the replacement value of the premises and the actual cost of restoration, in which case Tenant shall restore the premises. On Owner's making its election to contribute, each party shall deposit immediately the amount of its contribution with the insurance trustee provided for in paragraph 21.3.1. If the destruction does not exceed 5% of the then replacement value of the premises, Tenant shall immediately deposit the cost of restoration with the insurance trustee as provided in paragraph 21.3.1.

If Tenant elects to terminate this agreement and Owner does not elect to contribute toward the cost of restoration as provided in this paragraph, this lease shall terminate.

21.3 **Tenant's Restoration of Premises:**

21.3.1 **Adjustment of Minor Loss-No Insurance Trustee:** If, during the term, the premises are destroyed from a risk covered by the insurance described in paragraph 19, and the total amount of loss does not exceed $5,000, Tenant shall make the loss adjustment with the insurance company insuring the loss. The proceeds shall be paid directly to Tenant for the sole purpose of making the restoration of the premises in accordance with paragraph 21.4.

21.3.2 **Adjustment of Major Loss-Insurance Trustee:** If, during the term, the premises are destroyed from a risk covered by the insurance described in paragraph 19, and the total amount of loss exceeds $5,000, Tenant shall make the loss adjustment with the insurance company insuring the loss and on receipt of the proceeds shall immediately pay them to Ticor Title Insurance Company ("insurance trustee").

If the premises are destroyed from a risk not covered by the insurance described in paragraph 19 and Tenant has the obligation to restore the premises as provided in paragraphs 21 and 21.1 both parties shall deposit with the insurance trustee their respective contributions toward the cost of restoration. All sums deposited with the insurance trustee shall be held for the following purposes and the insurance trustee shall have the following powers and duties:

The sums shall be paid in installments by the insurance trustee to the contractor retained by Tenant as construction progresses, for payment of the cost of restoration. A 10% retention fund shall be established that will be paid to the contractor on completion of restoration, payment of all costs, expiration of all applicable lien periods, and proof that the premises are free of all mechanics' liens and lien able claims.

Payments shall be made on presentation of certificates or vouchers from the architect or engineer retained by Tenant showing the amount due. If the insurance trustee, in its reasonable discretion, determines that the certificates or vouchers are being improperly approved by the architect or engineer retained by Tenant, the insurance trustee shall have the right to appoint an architect or an engineer to supervise construction and to make payments on certificates or vouchers

approved by the architect or engineer retained by the insurance trustee. The reasonable expenses and charges of the architect or engineer retained by the insurance trustee shall be paid by the insurance trustee out of the trust fund.

If the sums held by the insurance trustee are not sufficient to pay the actual cost of restoration, Tenant shall deposit the amount of the deficiency with the insurance trustee within 20 days after request by the insurance trustee indicating the amount of the deficiency.

Any sums not disbursed by the insurance trustee after restoration has been completed and final payment has been made to Tenant's contractor shall be delivered within 15 days (after demand made by either party on the insurance trustee, with a copy to Owner's lender), by the insurance trustee to Owner's lender and shall be applied by Owner's lender to reduce the loan.

Any undisbursed funds after compliance with the provisions of this paragraph shall be delivered to Owner to the extent of Owner's contribution to the fund, and the balance, if any shall be paid to Tenant.

21.4 **Procedure for Restoring Premises:** Within 30 days after the date that Tenant is obligated to restore the premises, Tenant at its cost shall prepare final plans and specifications and working drawings complying with applicable laws that will be necessary for restoration of the premises. The plans and specifications and working drawings must be approved by Owner. Owner shall have 30 days after receipt of the plans and specifications and working drawings to either approve or disapprove the plans and specifications and working drawings and return them to Tenant. If Owner disapproves the plans and specifications and working drawings, Owner shall notify Tenant of its objections and Owner's proposed solution to each objection. Tenant acknowledges that the plans and specifications and working drawings shall be subject to approval of the appropriate government bodies and that they will be prepared in such a manner as to obtain that approval.

The restoration shall be accomplished as follows:

21.4.1 Tenant shall complete the restoration within 90 working days after final plans and specifications and working drawings have been approved by the appropriate government bodies and all required permits have been obtained (subject to a reasonable extension for delays resulting from causes beyond Tenant's reasonable control).

21.4.2 Tenant shall retain a licensed contractor that is bondable. The contractor shall be required to carry public liability and property damage insurance, standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction, in accordance with paragraphs 0 and 18. Such insurance shall contain waiver of subrogation clauses in favor of Owner and Tenant in accordance with the provisions of paragraph 19.1.1.

21.4.3 Tenant shall notify Owner of the date of commencement of the restoration not later than 2 days before commencement of the restoration to enable Owner to post and record notices of non-responsibility. The contractor retained by Tenant shall not commence construction until a completion bond and a labor and materials bond have been delivered to Owner to insure completion of the construction.

21.4.4 Tenant shall accomplish the restoration in a manner that will cause the least inconvenience, annoyance, and disruption at the premises.

21.4.5 On completion of the restoration Tenant shall immediately record a notice of completion in the county in which the premises are located.

21.4.6 The restoration shall not be commenced until sums sufficient to cover the cost of restoration are placed with the insurance trustee as provided in paragraph 21.3.1.

21.5 **Abatement or Reduction of Rent:** In case of destruction, there shall be no abatement or reduction of rent.

21.6 **Waiver of Civil Code Section:** Tenant waives the provisions of Civil Code section 1932(2) and Civil Code section 1933(4) with respect to any destruction of the premises.

22. **PERSONAL PROPERTY TAXES, ASSESSMENTS, ETC.:** Tenant shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the rental agreement term upon Tenant's personal property installed or located on the premises.

23. **LEGAL COMPLIANCE:** During the rental agreement term, the Tenant agrees to comply with, and permit and allow no violation of any governmental (including municipal, county, district, state and federal) rule, regulation, ordinance or statute so far as the same pertains to or affects the premises, or the use and occupancy thereof.

23.1 Tenant shall not store, accumulate or dispose of any hazardous waste on the premises. All hazardous waste shall be removed from the premises no less frequently than every 10 days and disposed of in the manner required by law.

23.2 Tenant shall be responsible for the cost and procedures required to comply with the Americans With Disabilities Act (42 UCC sections 12101-12213) made necessary by Tenant's occupancy and activity on the premises.

24. **HAZARDOUS MATERIAL:**

24.1 **Use of Hazardous Material:** Tenant shall not cause or permit any Hazardous Material, as defined in paragraph 24.4, to be generated, brought onto, used,

stored, or disposed of in or about the Premises by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Hazardous Material. Tenant shall:

24.1.1 Use, store, and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the rental agreement Term that relate to public health and safety and protection of the environment (Environmental Laws), including those Environmental Laws identified in section 24.4; and

24.1.2 Comply at all times during the rental agreement Term with all Environmental Laws.

24.2 **Notice of Release or Investigation:** If, during the rental agreement Term (including any extensions), Tenant becomes aware of (a) any actual or threatened release of any Hazardous Material on, under, or about the Premises or (b) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material on, under, or about the Premises, Tenant shall give Landlord written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to Landlord copies of any claims, notices of violation, reports, or other writings received by Tenant that concern the release or investigation.

24.3 **Indemnification:** Tenant shall, at Tenant's sole expense and with counsel reasonably acceptable to Landlord, indemnify, defend, and hold harmless Landlord and Landlord's shareholders, directors, officers, employees, partners, affiliates, agents, successors, and assigns with respect to all losses arising out of or resulting from the release of any Hazardous Material in or about the Premises, or the violation of any Environmental Law, by Tenant or Tenant's agents, assignees, sublessees, contractors, or invitees. This indemnification applies whether or not the concentrations of any such Hazardous Material is material, the concentrations exceed state or federal maximum contaminant or action levels, or any governmental agency has issued a cleanup order. This indemnification includes:

24.3.1 Losses attributable to diminution in the value of the Premises or the Building;

24.3.2 Loss or restriction of use of rentable space in the Building;

24.3.3 Adverse effect on the marketing of any space in the Building; and

24.3.4 All other liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation.

This indemnification shall survive the expiration or termination of this rental

agreement.

24.4 **Remediation Obligations:** If the presence of any Hazardous Material brought onto the Premises by Tenant or Tenant's employees, agents, contractors, or invitees results in contamination of the premises, Tenant shall promptly take all necessary actions to remove or remediate such Hazardous Materials, whether or not they are present at concentrations exceeding state or federal maximum concentration or action levels, or any governmental agency has issued a cleanup order, at Tenant's sole expense, to return the Premises to the condition that existed before the introduction of such Hazardous Material. Tenant shall first obtain Landlord's approval of the proposed removal or remedial action. This provision does not limit the indemnification obligation set forth in section 9.3.

24.5 **Definition of "Hazardous Material:"** As used in this Article 9, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

24.5.1 Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

24.5.2 "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

24.5.3 Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

24.5.4 Petroleum products;

24.5.5 Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

24.5.6 Asbestos in any form or condition; and

24.5.7 Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

25. **DEFAULT:** In the event that the Tenant defaults in the payment of any rental or rentals hereinabove provided for, or if the Tenant defaults in the performance of, or breaches any of the promises, covenants, terms, or conditions herein contained, and such breach or default is not cured or corrected within *five (5) days after receipt of written notice thereof by the Owner to the

Tenant, then the Owner may, at its option and election, in addition to any other remedy or remedies provided by law, cancel and terminate this lease forthwith, without further notice or demand, and in such event, any and all rentals, prepaid rentals or security deposits shall be forthwith deemed forfeited by the agreement to the Owner, and it shall be lawful for the Owner, its agents, attorneys or employees, to re-enter the premises without further notice to the Tenant and to remove the Tenant and all persons and property therefrom.

26. **EFFECT OF HOLDING OVER:** If Tenant should remain in possession of the premises after the expiration of the lease term or any renewal thereof and without executing a new rental agreement, then such holding over shall be construed as a tenancy from *month-to-month, subject to all the conditions, provisions, and obligations of this lease insofar as the same are applicable to a *month-to-month tenancy.

27. **SURRENDER OF PREMISES:** At the expiration of the term of this lease, or upon the earlier termination thereof for any reason, Tenant shall quit and surrender the premises, broom clean, in good condition and repair, reasonable wear and tear, and damage by act of God excepted, together with all alterations, additions and improvements that may have been made in, to or on the leased premises; provided, however, that the Tenant may remove all such goods and effect not the property of the Owner and in so removing such goods and effects Tenant shall repair any and all damage to the rented premises caused by said removal and restore the rented premises to their conditions prior to the installation thereof at Tenant's sole cost and expense prior to the end of the rental term. All property of Tenant remaining on the premises after the last day of the term of this rental agreement shall be conclusively deemed abandoned and may be removed by Owner, and Tenant shall reimburse for the cost of such removal.

28. **OPTION TO RENEW LEASE:** At the expiration of the initial rental agreement, if this rental is in full force and if the Tenant shall have fully performed all of its terms and conditions, Tenant shall have the option to renew this lease, upon the same terms and conditions, except for the provision for the basic rent set forth in paragraph 3 of this lease, for another term of three (3) years. The basic rental shall be *left open to negotiation between the parties at the time of the exercise of said option to renew, but shall not exceed Two Thousand, One Hundred Dollars and 00/100 ($2100.00) per month, and shall be payable in the same manner as provided in paragraph 3 of this lease. Tenant shall exercise the option to renew this rental agreement by notifying Owner in writing at least Forty-Five (45) days prior to the expiration of the initial lease term.

29. **CONSTRUCTION OF COVENANTS:** Each term and each provision of this lease performable by Tenant shall be construed to be both a covenant and a condition.

30. **NO WAIVER:** One or more waivers by Owner of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. Owner's consent or approval shall not be deemed to waive or render unnecessary Owner's consent to or approval of any subsequent or similar act by Tenant.

31. **WAIVER:** No delay or omission in the exercise of any right or remedy of Owner on any default by Tenant shall impair such a right or remedy or be construed as a waiver.

The receipt and acceptance by Owner of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Owner, including, without limitation, the acceptance of keys to the premises, shall constitute an acceptance of the surrender of the premises by Tenant before the expiration of the term. Only a notice from Owner to Tenant shall constitute acceptance of the surrender of the premise and accomplish a termination of the lease.

Owner's consent to or approval of any act by Tenant requiring Owner's consent or approval shall not be deemed to waive or render unnecessary Owner's consent to or approval of any such subsequent act by Tenant.

Any waiver by Owner of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the agreement.

32. **ATTORNEY'S FEES:** Should either party commence any legal action or proceeding against the other based on this lease, the prevailing party shall be entitled to an award of attorney's fees.

33. **NOTICES:** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this rental agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Tenant: County of Plumas

To Owner: Dr. David Walls

34. **SUCCESSORS:** The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and permitted assigns of all the parties hereto.

35. **TIME OF ESSENCE:** Time is made expressly of the essence of this rental agreement and each and every provision hereof.

Dated:_____, 2023

OWNER:

Dr. David Walls, an Individual

By: _____
David Walls
Landowner

County of Plumas
A political subdivision of the State of California

By: _____
Sharon Sousa LMFT
Director Behavioral Health

By: _____
Greg Hagwood
Chair, Board of Supervisors

By: _____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:

_____
Joshua Brechtel
Deputy County Counsel

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Chair to sign First Amendment to Agreement between Plumas County and Hinman and Associates Consulting, Inc. decreasing the total compensation by $1,100.32, not to exceed $56,399.68; (No General Fund Impact) grant funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign First Amendment to Agreement by and between Plumas County and Hinman and Associates Consulting, Inc. for administrative services in support of DWR Proposition 1 Grant Program with a not to exceed of $56,399.68.

Background and Discussion:

The Department of Water Resources of the State of California (DWR) executed a Grant Agreement with the County to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist in financing projects included in and implemented under the Upper Feather River Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740).

On August 10, 2021, the Board of Supervisors approved and authorized a $57,500 Services Agreement with Hinman and Associates Consulting, Inc. for administrative services in support of the Grant Program, including grant coordination with the County, DWR, and Local Project Sponsors (Indian Valley Community Services District and Sierraville Public Utility District); quarterly invoicing and reporting, advanced payment invoicing and reporting, project completion reports, and grant completion report.

Because of the need to reconcile a $1,100.32 administrative funding error, Plumas County and Hinman and Associates Consulting, Inc. desire to change the August 10, 2021, Services Agreement. Attachment 1 to this staff report provides the First Amendment to the Agreement, with Paragraph 2 (Compensation) being amended to reduce compensation to a not to exceed of $56,399.68. All other provisions of the original Agreement with Plumas County dated August 10, 2021, remain unchanged and in full force and effect.

Action:

Approve and authorize Chair to sign First Amendment to Agreement by and between Plumas County and Hinman and Associates Consulting, Inc. for administrative services in support of DWR Proposition 1 IRWM Grant Program with a not to exceed of $56,399.68.

Fiscal Impact:

Funded by DWR Proposition 1 IRWM Implementation Grant Agreement (Number 4600013818).

Attachments:

1. Plumas_DWR_GrantAdmin_Contract_Hinman_Amnd 1

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND HINMAN AND ASSOCIATES CONSULTING, INC.

This First Amendment to Agreement ("Amendment") is made on December 12, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Hinman and Associates Consulting, Inc., a California Corporation ("CONTRACTOR") who agrees as follows:

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

   a. PLUMAS COUNTY and Hinman and Associates Consulting, Inc. have entered into a written Agreement dated August 10, 2021, (the "Agreement"), in which Hinman and Associates Consulting, Inc. agreed to provide grant coordination and administrative services in accordance with the Proposition 1 Round 1 Integrated Regional Water management (IRWM) Implementation Grant Agreement (Number 4600013818) to Plumas County.

   b. Because of the need to reconcile an administrative funding error the parties desire to change the Agreement.

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

   a. Paragraph 2 (Compensation) is amended to read as follows:

   > County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifty-Six Thousand Three Hundred and Ninety-Nine Dollars and sixty-eight cents ($56,399.68).

   b. Exhibit B (Fee Schedule) is amended to read as follows:

   > Compensation shall not exceed $56,399.68 for work under this contract.

Task			**Unit**	**Subtotal**
1	Grant Coordination		54 Months	$18,000.00
2	Quarterly Invoicing & Reporting		15 Quarters	$23,199.68
3	AP Invoicing & Reporting		12 Months/4 Quarters	$5,300.00
4	Project Completion Reports		2 Reports/1 per Project	$5,400.00
5	Grant Completion Report		1 Grant Report	$4,500.00
			Total:	**$56,399.68**

Contractor shall submit an invoice to County on a quarterly basis.

Hourly Rates:

Principal	$90.00/hour
Planner/Analyst	$78.00/hour
Assistant Planner	$40.00/hour

Sub-Consultants:
Hinman and Associates Consulting, Inc. charges a five percent (5%) administrative fee on all sub-consultant labor.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated August 10, 2021, shall remain unchanged and in full force and effect.

CONTRACTOR:

Hinman and Associates Consulting, Inc., a California Corporation

By:_____
Name: Uma Hinman
Title: President
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: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:

_____ 11/21/2023
Joshua Brechtel
Deputy County Counsel

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Chair to sign Second Amendment to Agreement between Plumas County and Workbench; extending the term, increasing services and increasing the total compensation by** $16,500, **not to exceed $144,500; (No General Fund Impact) grant funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign Second Amendment to Agreement by and between Plumas County and Workbench to provide professional services in support of the Planning Department's ADU ordinance assessment and amendment with a not to exceed $144,500.

Background and Discussion:

In 2019, Plumas County applied for Senate Bill 2 (SB 2) planning grant funds from the California Department of Housing and Community Development (HCD) and subsequently was awarded in January 2020. On April 18, 2023, the Board of Supervisors approved an Agreement with Workbench to design and develop ADU (accessory dwelling unit) pre-approved construction plans and an Idea Book with a not to exceed budget of $103,000.

Because of an increase in available funding due to a redistribution of existing grant budget, the First Amendment to the Agreement for a not to exceed $128,000 was approved by the Board of Supervisors on September 29, 2023, which created ADU supplemental drawings and graphics for use by the County in community outreach and ADU program marketing.

The Planning Department is proposing to redistribute $16,500 of the remaining $19,191.45 in funding under the County's SB 2 grant budget under this Second Amendment to the Agreement to change the Agreement Compensation (Paragraph 2) to a not to exceed $144,500. TASK F (ADU Ordinance Assessment and Amendment) is added to EXHIBIT A (Scope of Work) to assist with staff capacity and have the Workbench team assess and prepare draft amendments to the Plumas County Code to address ADU state law requirements enacted through the 2023 legislative session (effective January 1, 2024). EXHIBIT B (Fee Schedule) is amended to reflect the revised Compensation. Further, due to the need for additional time, the Term (Paragraph 3) of the Agreement is extended to March 31, 2024. All other provisions of the original Agreement remain unchanged and in full force and effect. The County Planning Department staff will retain $2,691.45 (approximately 20 hours) to review and process the ADU ordinance changes and for administrative grant functions.

Action:

Approve and authorize Chair to sign Second Amendment to Agreement by and between Plumas County and Workbench to provide professional services in support of the Planning Department's ADU ordinance assessment and amendment with a not to exceed $144,500.

Fiscal Impact:

No General Fund Impact. Agreement is funded under state-awarded (HCD) SB 2 planning grant.

Attachments:

1. Workbench_Amend No. 2

SECOND AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND WORKBENCH

This Second Amendment to Agreement ("Amendment") is made on December 19, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Workbench, a California Corporation ("CONTRACTOR") who agrees as follows:

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

   a. PLUMAS COUNTY and Workbench have entered into a written Agreement dated April 20, 2023, (the "Agreement"), in which Workbench agreed to provide professional services for the design and development of Accessory Dwelling Units ("ADU") plans and an ADU Idea Book to Plumas County.

   b. Because of a further increase in available funding and time the parties desire to change the Agreement.

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

   a. Paragraph 2 (Compensation) is amended to read as follows:

      County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ONE HUNDRED AND FORTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($144,500).

   b. Paragraph 3 (Term) is amended to read as follows:

      The Term of this agreement shall be from April 18, 2023, through March 31, 2024, unless terminated earlier as proved herein.

   c. The following TASK F (ADU Ordinance Assessment and Amendment) is added to EXHIBIT A (Scope of Work):

      Contractor will assess and prepare draft amendments to the Plumas County Code to address Accessory Dwelling Unit (ADU) state law requirements enacted through the 2023 legislative session (effective January 1, 2024). Contractor will amend, as necessary, the ADU Idea Book (Task D) and Marketing and Outreach (Task E) informational materials to ensure consistency with the Plumas County Code

amendments. Contractor will provide ongoing coordination and contract administration and participate in weekly calls and/or email correspondence. Contractor will not be responsible for finalizing amendments with the Planning Commission and Board of Supervisors pursuant to the County's ordinance amendment processes.

Final deliverables – Plumas County Code "red-lined" ADU amendments and updated version(s) of the ADU Idea Book and/or Marketing and Outreach information materials, if applicable

d. EXHIBIT B (Fee Schedule) is amended to read as follows:

Compensation shall not exceed a total of $144,500 for work under this Agreement and shall not exceed the following amount for each task under this Agreement.

Tasks:	Amount:
Task A – Preliminary Design	$30,000
Tasks B & C – Working Drawings and Structural Calculations and T-24/Truss Design/HVAC/Solar/Sprinklers/MEP	$53,000
Task D – ADU Idea Book	$20,000
Task E – ADU Marketing and Outreach	$25,000
Task F – ADU Ordinance Assessment and Amendment	$16,500

Hourly Rates:	
Principal	$280.00/hour
Project Lead	$180.00/hour
Project Manager	$180.00/hour
Designer	$170.00/hour
Project Support	$145.00/hour
Job Captain/Jr Designer	$145.00/hour
Project Support	$135.00/hour
Idea Book Lead	$180.00/hour
Idea Book Support	$135.00/hour

3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment to Agreement, and the First Amendment to Agreement dated September 29, 2023, all provisions of the Agreement dated April 20, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

Workbench, a California Corporation

By:_____
Name: Timothy Gordin
Title: Chief Executive Officer
Date signed:

By:_____
Name: Jamileh Cannon
Title: Chief Financial Officer
Date signed:

COUNTY:

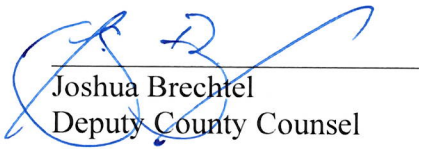
County of Plumas, a political subdivision of the State of California

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

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sharon McKay, County Librarian**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Authorize a two-day closure of the Greenville Pop-up Library branch on Saturday, December 23, 2023, and Tuesday, December 26, 2023, due to the lack of available staffing.**

Recommendation:
Authorize a two-day closure of the Greenville Pop-up Library branch on Saturday, December 23 and Tuesday, December 26 due to the lack of available staffing.

Background and Discussion:
The Greenville Pop-up Library branch is staffed by part-time extra help. Originally we thought we were going to have December 23rd and 26th as a closed holiday. That information changed in late November, and we have not been able to assign staff to work those days.

Action:

No General Fund Impact. The library rent is charged on the days we are open. This will reduce the December rent bill by two days from an agreed upon rate.

Fiscal Impact:

No General Fund Impact to the budget year 23/24

Attachments:
None

PLUMAS COUNTY
MUSEUM
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **December 19, 2023**

SUBJECT: **Approve and authorize closure of the Plumas County Museum to the public for the months of January and February 2024 to enable staff and volunteers to conduct cataloging and accessioning of collections, revision of exhibits and displays, and other museum work not compatible with public interaction.**

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

None

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **December 19, 2023**

SUBJECT: **Approve and authorize the chair to sign by-law amendment for Local Child Care Planning Council (LPC), removing term limits.**

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

1. PCOA - LPC

BOARD AGENDA REQUEST FORM

Department: PCOE- LPC

Authorized Signature: Rachael Brothers

Board Meeting Date: December 19, 2023

Request for 0 minutes for presentation

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

Consent Agenda: ☑ Yes ☐ No

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

A. Approve and authorize the chair to sign by-law amendment for Local Child Care Planning Council (LPC), removing term limits- dated 11/9/23.

B.

C.

Review by Necessary Departments:

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

Local Planning Council membership at a regular meeting, LPC Chairperson & Plumas County Superintendent of Schools

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

N/A

Attached Documents:

Contracts/Agreements:
Three copies? (Y☐/N☐)
Signed? (Y☐N☐)

Budget Transfers Sheets:
Signed? (Y☐N☐)

Other: _____

Publication:

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

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

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

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

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

Yes: ☐ No: ☐ Not Applicable: ☑

If Not Applicable, please state reason why:

Consent Agenda item only - approval of Plumas Early Education and Child Care Council by-law amendments dated 11/9/23

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

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

TO: The Honorable Plumas County Board of Supervisors
FROM: Rachael Brothers, Council Coordinator
DATE: December 4, 2023
RE: Approval of amended LPC by-laws

Background and Discussion

Calif. Welf. And Inst. Code § 10485 seq. requires that the Plumas Board of Supervisors- as a joint authority of Local Child Care Planning Council (LPC), locally known as the Plumas Early Education and Child Care Council, to approve any amendments to the by-laws of this council. The proposed amended by laws have been approved by the Council in an open meeting with a quorum of membership at the 11-9-23 Regular meeting. Please note there was only one change to the bylaws. The change under Article IV Membership B. Term was changed from a 2 year term limit to no term limit. The reasoning for this change is two fold: to ease the burden of tracking membership expirations throughout the year and alleviating the work of the joint authorities in having to renew the memberships several times a year. Our council currently has plenty of open space available should new people wish to apply. I have also attached a current draft of our membership certification for your reference.

Recommendation

Approval of amended by-laws of the Plumas Early Education and Child Care Council dated 11/9/2023.
The amended by-laws have been signed by the Council Chair and the Superintendent of Schools, William Roderick, and is attached to this memo. Please sign where indicated and return the form to me at your earliest convenience. Thank you for your time and attention to this matter.

Sincerely,

Rachael Brothers

Rachael Brothers
PCOE- Early Childhood Education Coordinator

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PLUMAS EARLY EDUCATION & CHILD CARE COUNCIL

BYLAWS

Article I Name

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

Article II Authority

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

Article III Statement of Purpose

The purpose of the Council is to:

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

Article IV Membership

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A. Composition

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

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

B. Term

Council members are asked to serve for at least two years. No term limit will be set. For members currently on the council, their date of appointment will be set as the date they were officially appointed by a joint authority.

C. Resignation

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

D. Vacancies

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

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

E. Attendance

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

Article V Structure

A. Officers

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

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

B. Membership of Subcommittees

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

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

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C. Meetings

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

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

D. Quorum

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

E. Public Access

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

F Voting

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

G. Conflict of Interest

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

H. Parliamentary Authority

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

I. Documentation

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

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J. Administrative
Council members are required to attend meetings that include training on the Brown Act, How to Facilitate a Meeting, Conflicts of Interest and How to Be a Council Member. Refer to the Council Training Plan for details or to request other training.

K. Compensation and Expenses
Members of the Council shall serve without compensation. In accordance with California Department of Education guidelines, members may be reimbursed at State-determined rates for appropriate meeting, workshop and conference expenses in California, incurred in performing their duties as a member of the Council.

Article VI Amendment of By-Laws

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

Adopted April 8, 1998
Amended February 22, 2010
Reviewed Oct. 9, 2014
Amended May 14, 2020
Amended November 10, 2022
Amended November 9, 2023

Council Chairperson DocuSigned by: Elisabeth Welch 755D262ED0654E5... Date 11/30/2023

Plumas County Board of Supervisors _____ Date _____

Plumas County Office of Education DocuSigned by: Bill Roderick B44E6D0BE6E3497... Date 11/30/2023

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CERTIFICATION STATEMENT REGARDING COMPOSITION OF LPC MEMBERSHIP

Due Annually on March 15
Return to: lpc@dss.ca.gov

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

Membership Categories:

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

NAME OF REPRESENTATIVE- Lucie Kreth	
ADDRESS PO Box 2371 Portola CA 96122	PHONE NUMBER (530) 836-0807
APPOINTMENT DATE- 1/1/2020 (County Board of Supervisors/CBS) APPOINTMENT DURATION- No limit	
NAME OF REPRESENTATIVE- Robin Eich	
ADDRESS PO Box 1238 Quincy, CA 95971	PHONE NUMBER (530) 662-9999
APPOINTMENT DATE APPOINTMENT- 10/12/23 (County Superintendent of Schools/CSS) APPOINTMENT DURATION- No limit	

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

NAME OF REPRESENTATIVE- Maria Altamirano	
ADDRESS Sierra Cascade Family Opportunities 424 N. Mill Creek Rd. Quincy, CA 9597	PHONE NUMBER (530) 257-1206
APPOINTMENT DATE-1/1/2020 (CSS) APPOINTMENT DURATION- No limit	
NAME OF REPRESENTATIVE- Kinderlin Hoznour	
ADDRESS Feather River College – CDC 570 Golden Eagle Ave. Quincy, CA	PHONE NUMBER (530) 283-0521
APPOINTMENT DATE- 2/x/2020 (CSS) APPOINTMENT DURATION- No limit	

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

NAME OF REPRESENTATIVE- Dorrie Philbeck	
ADDRESS Plumas County Public Health 270 County Hospital Rd. Quincy, CA	PHONE NUMBER (530) 283-6330
APPOINTMENT DATE APPOINTMENT- 1/1/2020 (CBS) DURATION- No limit	
NAME OF REPRESENTATIVE- Melissa Groh	
ADDRESS Plumas Unified School District 50 Church St. Quincy, CA	PHONE NUMBER (530) 283-6550
APPOINTMENT DATE- 10/1/2021 (CSS) APPOINTMENT DURATION- No limit	

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

NAME OF REPRESENTATIVE- Elisabeth Welch	
ADDRESS Plumas Rural Services- Plumas STARS 711 East Main St.Quincy, CA	PHONE NUMBER (530) 283-4453 x 815
APPOINTMENT DATE- 1/1/2020 (CBS) APPOINTMENT DURATION- No limit	
NAME OF REPRESENTATIVE- Debbie Guy	
ADDRESS Plumas Rural Services – R&R 711 East Main St. Quincy, CA	PHONE NUMBER (530) 283-4453 x 824
APPOINTMENT DATE- 1/1/2020 (CBS) APPOINTMENT DURATION- No limit	

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

NAME OF REPRESENTATIVE- Erica Bryant	
ADDRESS Plumas District Hospital- Child Care Center 1018 Valley View Rd. Quincy, CA 95971	PHONE NUMBER (530) 283-7165
APPOINTMENT DATE - 1/1/2020 (CBS) APPOINTMENT DURATION- No limit	
NAME OF REPRESENTATIVE- Pamela Becwar	
ADDRESS First 5 Plumas 270 County Hospital Rd. Quincy, CA	PHONE NUMBER (530) 394-7016
APPOINTMENT DATE- 12/8/2020 (CSS) APPOINTMENT DURATION- No limit	

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Authorized Signatures

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

Authorized Representative – County Board of Supervisors

SIGNATURE	DATE	PHONE NUMBER

Authorized Representative – County Superintendent of Schools

SIGNATURE	DATE	PHONE NUMBER

Local Child Care Planning Council Chairperson

SIGNATURE	DATE	PHONE NUMBER

DocuSign

Certificate Of Completion

Envelope Id: 07C80D55E7584A5B9A3A3AB88A191EA4 Status: Completed

Subject: Complete with DocuSign: LPC by-laws 11.2023.docx.pdf, draft 23_24 LPC membership cert. CCD43.pdf

Source Envelope:

Document Pages: 11 Signatures: 2

Certificate Pages: 5 Initials: 0

AutoNav: Enabled

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Envelope Originator:
Rachael Brothers
50 Church St
50 Church St
Quincy, CA 95971
rbrothers@pcoe.k12.ca.us
IP Address: 98.97.61.52

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rbrothers@pcoe.k12.ca.us

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Signer Events	Signature	Timestamp
Elisabeth Welch lwelch@plumasruralservices.org Security Level: Email, Account Authentication (None)	DocuSigned by: Elisabeth Welch 755B262EB0554E5 Signature Adoption: Pre-selected Style Using IP Address: 143.55.93.169	Sent: 11/27/2023 2:54:55 PM Viewed: 11/30/2023 7:41:18 AM Signed: 11/30/2023 7:42:39 AM
Electronic Record and Signature Disclosure: Accepted: 4/29/2022 1:40:20 PM ID: 794298bc-aece-49f7-bd8f-5e0003a41fcf		
Bill Roderick broderick@pcoe.k12.ca.us Superintendent Security Level: Email, Account Authentication (None)	DocuSigned by: Bill Roderick D44E6DCBE6E3497 Signature Adoption: Pre-selected Style Using IP Address: 137.164.50.166 Signed using mobile	Sent: 11/30/2023 7:42:42 AM Viewed: 11/30/2023 7:48:49 AM Signed: 11/30/2023 7:49:02 AM
Electronic Record and Signature Disclosure: Accepted: 11/30/2023 7:48:49 AM ID: 42e381d0-df67-4193-bc0f-82cc2541386e		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**

Carbon Copy Events	Status	Timestamp
Patty McCutcheon pmccutcheon@pcoe.k12.ca.us Executive Assistant Plumas Unified School District Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/30/2023 7:42:40 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/27/2023 2:54:55 PM
Certified Delivered	Security Checked	11/30/2023 7:48:49 AM
Signing Complete	Security Checked	11/30/2023 7:49:02 AM
Completed	Security Checked	11/30/2023 7:49:02 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

PLUMAS COUNTY
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Colleen Foster, Fiscal/Tech Services Assistant III**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Chair to sign Amendment No. 19 to Water Supply Contract between Plumas County Flood Control & Water Conservation District and Department of Water Resources for Monterey Amendment; t**his would allow this water to be used or transferred in water year 2024 to offset payments to DWR for water rights**; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.**

Recommendation:

The Flood Control Manager recommends that the Flood Control Governing Board authorize the Chair to execute Amendment No. 19 to the Water Supply Contract.

Background and Discussion:

The Department of Water Resources (DWR) sent Plumas Flood Control and Water Conservation District Amendment No. 19 to the Water Supply Contract on April 20, 2023. This Amendment No. 19 was approved by the Governing Board on October 17, 2023, but DWR found an error made by DWR staff. The error is the date on page 45 is supposed to be January 1, 2025 not 2024. The amendment has been re-reviewed and approved as to form by County Counsel.

It is critical that this Amendment be approved by the Governing Board and DWR before December 31, 2023, so that Plumas is able to carry over 1,350 acre feet of water to 2024 water year. This would allow this water to be used or transferred in water year 2024 to offset payments to DWR for water rights.

Action:

Approve and authorize Chair to sign amendment No. 19 to agreement between Plumas County Flood Control and State of California Natural Resources Agency Department of Water Resources to carry over 1,350 acre feet of water to 2024 water year. This would allow this water to be used or transferred in water year 2024 to offset payments to DWR for water rights.; (No General Fund Impact); approd as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No impact to the General Fund

Attachments:

1. 23-245 FINAL

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 19 (THE MONTEREY AMENDMENT) TO WATER SUPPLY CONTRACT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

THIS AMENDMENT to the Water Supply Contract is made this _____ day of _____, 20_____ pursuant to the provisions of the California Water Resources Development Bond Act, the Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State," and Plumas County Flood Control and Water Conservation District, herein referred to as the "Agency."

RECITALS

A. The State and the Agency entered into and subsequently amended a water supply contract providing that the State shall supply certain quantities of water to the Agency, and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payments; and

B. On December 1, 1994, representatives of the contractors and the State executed a document entitled "Monterey Agreement – Statement of Principles – By the State Water Contractors and the State of California Department of Water Resources For Potential Amendments To The State Water Supply Contracts" (the "Monterey Agreement"); and

C. The contractors and the State have negotiated an amendment to the water supply contracts to implement provisions of the Monterey Agreement (the "Monterey Amendment"); and

D. The Environmental Impact Report prepared for the Monterey Amendment was challenged by several parties, including the Agency, resulting in a decision in *Planning and Conservation League, et al. v. Department of Water Resources ("PCL v. DWR")*, 83 Cal. App. 4th 892 (2000). The State, certain contractors, and the Plaintiffs (including the Agency) reached an agreement to settle *PCL v. DWR*, as documented by the Monterey Settlement Agreement, dated May 5, 2003 (the "Settlement Agreement"), and in such Settlement Agreement agreed to certain amendments to the water supply contracts. In furtherance of the Settlement Agreement, the State and the Agency entered into Amendment No. 16 to the Agency's water supply contract.

E. The State and the Agency now desire to incorporate the Monterey Amendment into the Agency's water supply contract to the extent consistent with the Settlement Agreement. In particular, the State and the Agency agree that changes in Amendment No. 16 with respect to the "Minimum Project Yield" definition in Article 1(k) and to the provisions of Article 16(a) ("Limit on Total of All Maximum Annual Entitlements") incorporated into the Agency's water supply contract shall continue in effect, and therefore the changes to Articles 1(k) and 16(a) included in the Monterey Amendments between the State and other contractors shall not be included in the Agency's Monterey Amendment. Additionally, where the term "annual entitlement" appears in this Monterey Amendment or elsewhere in the Agency's water supply contract, it shall mean "Annual Table A Amount," as provided under Article 1(l) of the Agency's water supply contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the following changes and additions are hereby made to the Agency's water supply contract with that State:

AMENDED CONTRACT TEXT

THE FOLLOWING DEFINITIONS IN ARTICLE 1 ARE AMENDED TO READ:

1. Definitions

(d) Contractor

"Contractor" shall mean any entity that has executed, or is an assignee of, a contract of the type published in Department of Water Resources Bulletin No. 141 dated November 1965, with the State for a dependable supply of water made available by the System, except such water as is made available by the facilities specified in Section 12934(d)(6) of the Water Code.

(hh) Water System Facilities

"Water System Facilities" shall mean the following facilities to the extent that they are financed with water system revenue bonds or to the extent that other financing of such facilities is reimbursed with proceeds from water system revenue bonds:

(1) The North Bay Aqueduct,

(2) The Coastal Branch Aqueduct,

(3) Delta Facilities, including Suisun Marsh facilities, to serve the purposes of water conservation in the Delta, water supply in the Delta, transfer of water across the Delta, and mitigation of the environmental effects of project facilities, and to the extent presently authorized as project purposes, recreation and fish and wildlife enhancement,

(4) Local projects as defined in Article 1(h)(2) designed to develop no more than 25,000 acre-feet of project yield from each project,

(5) Land acquisition prior to December 31, 1995, for the Kern Fan Element of the Kern Water Bank,

(6) Additional pumps at the Banks Delta Pumping Plant,

(7) The transmission line from Midway to Wheeler Ridge Pumping Plant,

(8) Repairs, additions, and betterments to conservation or transportation facilities existing as of January 1, 1987, and to all other facilities described in this subarticle (hh) except for item (5),

(9) A project facilities corporation yard, and

(10) A project facilities operation center.

THE FOLLOWING DEFINITIONS IN ARTICLE 1 ARE ADDED:

(jj) Interruptible water

"Interruptible water" shall mean project water available as determined by the State that is not needed for fulfilling contractors' annual entitlement deliveries as set forth in their water delivery schedules furnished pursuant to Article 12 or for meeting project operational requirements, including storage goals for the current or following years.

(kk) Nonproject water

"Nonproject water" shall mean water made available for delivery to contractors that is not project water as defined in Article 1(j).

(ll) Monterey Amendments

"Monterey Amendments" shall mean this amendment and substantially similar amendments to other contractors' water supply contracts that include, among other provisions, the addition of Articles 51 through 56.

ARTICLE 4 IS AMENDED TO READ:

4. Option for Continued Service

By written notice to the State at least six (6) months prior to the expiration of the term of this contract, the Agency may elect to receive continued service after expiration of said term under the following conditions unless otherwise agreed to:

(1) Service of water in annual amounts up to and including the Agency's maximum annual entitlement hereunder.

(2) Service of water at no greater cost to the Agency than would have been the case had this contract continued in effect.

(3) Service of water under the same physical conditions of service, including time, place, amount and rate of delivery, as are provided for hereunder.

(4) Retention of the same chemical quality objective provision as is set forth herein.

(5) Retention of the same options to utilize the project transportation facilities as are provided for in Articles 18(c) and 55, to the extent such options are then applicable.

Other terms and conditions of the continued service shall be reasonable and equitable and shall be mutually agreed upon. In the event that said terms and conditions provide for continued service for a limited number of years only, the Agency shall have the same option to receive continued service here provided for upon the expiration of that and each succeeding period of continued service.

ARTICLE 7(a) IS AMENDED TO READ:

(a) **Changes in Annual Entitlements**

The Agency may, at any time or times during the term of this contract, by timely written notice furnished to the State, request that project water be made available to it thereafter in annual amounts greater or less than the annual entitlements designated in Table A of this contract. Subject to approval by the State of any such request, the State's construction schedule shall be adjusted to the extent necessary to satisfy the request, and the requested increases or decreases in said annual entitlements shall be incorporated in said Table A by amendment thereof. Requests for changes in annual entitlements for more than one year shall be approved by the State: *Provided*, That no change shall be approved if in the judgment of the State it would impair the financial feasibility of project facilities.

THE TITLE OF ARTICLE 12 IS AMENDED TO READ "PRIORITIES, AMOUNTS, TIMES AND RATES OF DELIVERIES".

ARTICLE 12(a)(2) IS AMENDED TO READ:

(2) Upon receipt of a preliminary schedule the State shall review it and, after consultation with the Agency, shall make such modifications in it as are necessary to insure the delivery of the annual quantity allocated to the Agency in accordance with Article 18 and to insure that the amounts, times, and rates of delivery to the Agency will be consistent with the State's overall delivery ability, considering the then current delivery schedules of all contractors. On or before December 1 of each year, the State shall determine and furnish to the Agency the water delivery

schedule for the next succeeding year which shall show the amounts of water to be delivered to the Agency during each month of that year.

ARTICLE 12(d) IS DELETED.

ARTICLE 12(f) IS ADDED TO READ:

(f) Priorities

Each year water deliveries to the contractors shall be in accordance with the following priorities to the extent there are conflicts:

First, project water to meet scheduled deliveries of contractors' annual entitlements for that year.

Second, interruptible water to the extent contractors' annual entitlements for that year are not met by the first priority.

Third, project water to fulfill delivery requirements pursuant to Article 14(b).

Fourth, project water previously stored pursuant to Articles 12(e) and 56.

Fifth, nonproject water to fulfill contractors' annual entitlements for that year not met by the first two priorities.

Sixth, additional interruptible water delivered to contractors in excess of their annual entitlements for that year.

Seventh, additional nonproject water delivered to contractors in excess of their annual entitlements for that year.

ARTICLE 14 IS AMENDED TO READ:

14. Curtailment of Delivery

(a) State May Curtail Deliveries

The State may temporarily discontinue or reduce the delivery of project water to the Agency hereunder for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any of the project facilities necessary for the delivery of project water to the Agency, as well as due to outages in, or reductions in capability of, such facilities beyond the State's control or unuseability of project water due to an emergency affecting project facilities. The State shall notify the Agency as far in advance as possible of any such discontinuance or reduction, except in cases of emergency, in which case notice need not be given.

(b) Agency May Receive Later Delivery of Water Not Delivered

In the event of any discontinuance or reduction of delivery of project water pursuant to subdivision (a) of this article, the Agency may elect to receive the amount of annual entitlement which otherwise would have been delivered to it during such period under the water delivery schedule for that year at other times during the year or the succeeding year to the extent that such water is then available and such election is consistent with the State's overall delivery ability, considering the then current delivery schedules of annual entitlement to all contractors.

ARTICLE 18 IS AMENDED TO READ:

18. Shortage in Water Supply

(a) Shortages; Delivery Priorities

In any year in which there may occur a shortage due to drought or any other cause *whatsoever*, in the supply of project water available for delivery to the contractors, with the result that such supply is less than the total of the annual entitlements of all contractors for that year, the State shall allocate the available supply in proportion to each contractor's annual entitlement as set forth in its Table A for that year and shall reduce the allocation of project water to each contractor using such water for agricultural purposes and to each contractor using such water for other purposes by the same percentage of their respective annual entitlements for that year: *Provided*, that the State may allocate on some other basis if such is required to meet minimum demands of contractors for domestic supply, fire protection, or sanitation during the year. If a contractor is allocated more water than it requested, the excess water shall be reallocated among the other contractors in proportion to their annual entitlements as provided for above. The foregoing provisions of this subdivision shall be inoperative to the extent necessary to comply with subdivision (c) of this article and to the extent that a contractor's annual entitlement for the respective year reflects established rights under the area of origin statutes precluding a reduction in deliveries to such contractor.

(b) Deleted

(c) Permanent Shortage; Contracts for Areas of Origin

In the event that the State, because of the establishment by a party of a prior right to water under the provisions of Sections 11460 through 11463 of the Water Code, enters into a contract with such party for a dependable supply of project water, which contract will

cause a permanent shortage in the supply of project water to be made available to the Agency hereunder:

(1) The State shall: (i) equitably redistribute the costs of all transportation facilities included in the System among all contractors for project water, taking into account the diminution of the supply to the Agency and other prior contractors in accordance with the terms of their contracts, and (ii) revise the Agency's annual entitlements and maximum annual entitlement, by amendment of Table A of this contract to correspond to the reduced supply of project water to be made available to the Agency: *Provided*, That such redistribution of costs of transportation facilities shall not be made until there has been reasonable opportunity for the Agency to exercise the option provided for in (2) below, and for other prior contractors to exercise similar options.

(2) The Agency, at its option, shall have the right to use any of the project transportation facilities which by reason of such permanent shortage in the supply of project water to be made available to the Agency are not required for delivery of project water to the Agency, to transport water procured by it from any other source: *Provided*, That such use shall be within the limits of the capacities provided in the project transportation facilities for service to the Agency under this contract: *Provided further*, That, except to the extent such limitation in Section 12931 of the Water Code be changed, the Agency shall not use the project transportation facilities under this option to transport water the right to which was secured by the Agency through eminent domain unless such use be approved by the Legislature by concurrent resolution with a majority of the members elected to each house voting in favor thereof. This option shall terminate upon a redistribution of costs of transportation facilities by the State pursuant to (1) above. In the event that this option is exercised, the State shall take such fact into account in making such redistribution of costs, and shall offset such use as is made of the project transportation facilities pursuant thereto against any reduction in the Agency's payment obligation hereunder resulting from such redistribution of costs.

(d) Reinstatement of Entitlements

If after any revision of annual entitlements and maximum annual entitlements pursuant to subdivision (c) of this article, circumstances arise which, in the judgment of the State, justify a revision upward of the same, the State shall, with the consent of the

affected contractor, reinstate proportionately the previously reduced entitlements of such contractor to the extent deemed justified, and shall equitably redistribute the costs of the project transportation facilities if inequities would otherwise occur as a result of such reinstatement of entitlements.

(e) Advance Notice of Delivery Reductions

The State shall give the Agency written notice as far in advance as possible of any reduction in deliveries to it which is to be made under subdivision (a) of this article and, to the extent possible, shall give the Agency written notice five (5) years in advance of any reduction in its annual entitlements and maximum annual entitlement under subdivision (c) of this article. Reports submitted to the Agency pursuant to Article 16(c) may constitute such notices.

(f) No Liability for Shortages

Neither the State nor any of its officers, agents, or employees shall be liable for any damage, direct or indirect, arising from shortages in the amount of water to be made available for delivery to the Agency under this contract caused by drought, operation of area of origin statutes, or any other cause beyond its control.

ARTICLE 21 IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING TEXT:

21 Interruptible Water Service

(a) Allocation of Interruptible Water

Each year from water sources available to the project, the State shall make available and allocate interruptible water to contractors in accordance with the procedure in Article 18(a). Allocations of interruptible water in any one year may not be carried over for delivery in a subsequent year, nor shall the delivery of interruptible water in any year impact a contractor's approved deliveries of annual entitlement or the contractor's allocation of water for the next year. Deliveries of interruptible water in excess of a contractor's annual entitlement may be made if the deliveries do not adversely affect the State's delivery of annual entitlement to other contractors or adversely affect project operations. Any amounts of water owed to the Agency as of the date of this amendment pursuant to former Article 12(d), any contract provisions or letter agreements relating to wet weather water, and any Article 14(b) balances accumulated prior to 1995, are canceled. The State shall hereafter use its best efforts, in a manner that causes no adverse impacts upon other contractors or the project, to avoid adverse

economic impacts due to a contractor's inability to take water during wet weather.

(b) Rates

For any interruptible water delivered pursuant to this Article, contractors shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as if such interruptible water were entitlement water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State. The State shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if interruptible water were not scheduled for or delivered to the contractor. Only those contractors not participating in the repayment of the capital costs of a reach shall be required to pay any use of facilities charge for the delivery of interruptible water through that reach.

(c) Contracts

To obtain a supply of interruptible water, a contractor shall execute a further contract with the State which shall be in conformity with this article and shall include at least provisions concerning the scheduling of deliveries of interruptible water and times and methods of payment.

ARTICLE 22(j) IS AMENDED TO READ:

(j) Notwithstanding provisions of Article 22(a) through (i), the capital cost component and the minimum OMP&R component of the Delta Water Charge shall include an annual charge to recover the Agency's share of the conservation portion of the water system revenue bond financing costs. Charges to the Agency for these costs shall be calculated in accordance with provisions in Article 50 of this contract. Charges for the conservation portion of the water system revenue bond financing costs shall not be affected by any reductions in payments pursuant to Article 51.

THE FIRST PARAGRAPH OF ARTICLE 24(b) IS AMENDED TO READ:

(b) In the first step, the total amount of capital costs of each aqueduct reach to be returned to the State shall be allocated among all contractors entitled to delivery of project water from or through the reach by the proportionate use of facilities method of cost allocation and in accordance with (1) and (2) below. The measure of the proportionate use of each contractor of each reach shall be the average of the following two ratios: (i) the ratio of the contractor's

maximum annual entitlement to be delivered from or through the reach to the total of the maximum annual entitlements of all contractors to be delivered from or through the reach from the year in which charges are to be paid through the end of the project repayment period and (ii) the ratio of the capacity provided in the reach for the transport and delivery of project water to the contractor to the total capacity provided in the reach for the transport and delivery of project water to all contractors served from or through the reach from the year in which charges are to be paid through the end of the project repayment period. Allocations of capital costs to the Agency pursuant hereto shall be on the basis of relevant values which will be set forth in Table B of this contract by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach of the project transportation facilities for the transport and delivery of project water to the Agency, pursuant to Article 17(a): *Provided*, That these values shall be subject to redetermination by the State in accordance with Article 28: *Provided further*, That the principles and procedures set forth in this subdivision shall be controlling as to allocations of capital costs to the Agency. Proportionate use of facilities factors for prior years shall not be adjusted by the State in response to changes or transfers of entitlement among contractors unless otherwise agreed by the State and the parties to the transfer and unless there is no impact on past charges or credits of other contractors.

ARTICLE 24(g) IS AMENDED TO READ:

(g) Notwithstanding provisions of Article 24(a) through (d), the capital cost component of the Transportation Charge shall include an annual charge to recover the Agency's share of the transportation portion of the water system revenue bond financing costs. Charges to the Agency for these costs shall be calculated in accordance with the provisions of Article 50 of this contract. Charges for the transportation portion of the water system revenue bond financing costs shall not be affected by any reductions in payments pursuant to Article 51.

ARTICLE 25(d)(3) IS AMENDED TO READ:

(3) An interim adjustment in the allocation of the power costs calculated in accordance with (2) above, may be made in May of each year based on April revisions in approved schedules of deliveries of project and nonproject water for contractors for such year. A further adjustment shall be made in the following year based on actual deliveries of

project and nonproject water for contractors; provided, however, in the event no deliveries are made through a pumping plant, the adjustments shall not be made for that year at that plant.

ARTICLE 50(j) IS ADDED TO READ:

(j) Amounts payable under this article shall not be affected by any reductions in payments pursuant to Article 51.

NEW CONTRACT ARTICLES

ARTICLES 51 THROUGH 56 ARE ADDED TO THE CONTRACT AS NEW ARTICLES AS FOLLOWS:

51. Financial Adjustments

(a) General Operating Account

(1) The State shall maintain a General Operating Account to provide the moneys needed to pay obligations incurred by the State of the types described in Water Code sections 12937(b)(1) and (2) in the event of emergency or cash flow shortages.

(2) An initial deposit of $15 million shall be made available from revenue bond reserves that are no longer required by revenue bond covenants and that would otherwise be credited to the contractors including the Agency. In 1998 or when the funds become available an additional $7.7 million will be deposited in the General Operating Account from revenue bond reserves that are no longer required by revenue bond covenants and that would otherwise be credited to the contractors including the Agency, bringing the deposits to that account under this article to $22.7 million.

(3) The balance in the General Operating Account will increase pursuant to subdivision (e)(3)(v) of this article to an amount determined by the State but not in excess of $32 million. However, after the year 2001, the maximum amount of the fund may increase or decrease annually by not more than the same percentage as the increase or decrease in the charges, other than power charges for pumping water, to all the contractors for the previous year from the charges for the year before that for obligations under subdivisions (c)(2)(ii) and (iii) of this article.

(b) State Water Facilities Capital Account

(1) The State shall establish a State Water Facilities Capital Account to be funded from revenues available under Water Code section 12937(b)(4). Through procedures described in this article and as limited by this article, the State may consider as a revenue need under subdivision (c)(2)(v) of this article and may deposit in the State Water Facilities Capital Account the amounts necessary to pay capital costs of the State Water Facilities for which neither general obligation bond nor revenue bond proceeds are available,

including but not limited to planning, reconnaissance and feasibility studies, the San Joaquin Valley Drainage Program and, through the year 2000, the CALFED Bay-Delta Program.

(2) The Director of the Department of Water Resources shall fully consult with the contractors and consider any advice given prior to depositing funds into this account for any purposes. Deposits into this account shall not exceed the amounts specified in subdivision (c)(2)(v) of this article plus any amounts determined pursuant to subdivision (e)(1)(iii) of this article.

(3) The State shall use revenue bonds or other sources of moneys rather than this account to finance the costs of construction of any major capital projects.

(c) Calculation of Financial Needs

(1) Each year the State shall calculate in accordance with the timing provisions of Articles 29 and 31 the amounts that would have been charged (but for this article) to each contractor as provided in other provisions of this contract.

(2) Each year the State shall also establish its revenue needs for the following year for the following purposes, subject to the following limitations:

(i) The amount required to be collected under the provisions of this contract, other than this article, with respect to all revenue bonds issued by the State for Project Facilities.

(ii) The amount required for payment of the reasonable costs of the annual maintenance and operation of the State Water Resources Development System and the replacement of any parts thereof as described in Water Code section 12937(b)(1). These costs shall not include operation and maintenance costs of any Federal Central Valley Project facilities constructed by the United States and acquired by the State of California after 1994, other than the State's share of the joint use facilities which include San Luis Reservoir, the San Luis Canal and related facilities.

(iii) The amount required for payment of the principal of and interest on the bonds issued pursuant to the Burns-Porter Act as described in Water Code section 12937(b)(2).

(iv) Any amount required for transfer to the California Water Fund in reimbursement as described in Water Code section 12937(b)(3) for funds utilized from said fund for construction of the State Water Resources Development System.

(v) For the years 1998 and thereafter, the amount needed for deposits into the State Water Facilities Capital Account as provided in subdivision (b) of this article, but (A) not more than $6 million per year for the years 1998, 1999 and 2000, and (B) not more than $4.5 million per year for the years 2001 and thereafter.

(3) Subject to the provisions of subdivision (e) of this article, the State shall reduce the annual charges in the aggregate for all contractors by the amounts by which the hypothetical charges calculated pursuant to subdivision (c)(1) above exceed the revenue needs determined pursuant to subdivision (c)(2) above. The reductions under this article shall be apportioned among the contractors as provided in subdivisions (d), (e), (f) and (g) of this article. Reductions to contractors shall be used to reduce the payments due from the contractors on each January 1 and July 1; *Provided*, however, that to the extent required pursuant to subdivision (h) of this article, each Agricultural Contractor shall pay to the Agricultural Rate Management Trust Fund an amount equal to the reduction allocated to such Agricultural Contractor. Any default in payment to the trust fund shall be subject to the same remedies as any default in payment to the State under this contract.

(4) The State may submit a supplemental billing to the Agency for the year in an amount not to exceed the amount of the prior reductions for such year under this article if necessary to meet unanticipated costs for purposes identified in Water Code section 12937(b)(1) and (2) for which the State can issue billings under other provisions of this contract. Any supplemental billing made to the Agency for these purposes shall be in the same proportion to the total supplemental billings to all contractors for these purposes as the prior reduction in charges to the Agency in that year bears to the total reductions in charges to all contractors in that year and shall be treated as reducing the amount of the reduction made available for that year to the Agency by the amount of the supplemental bill to the Agency.

(5) The State may also submit a supplemental billing to the Agency for the year if necessary to meet unanticipated costs for revenue bond debt service and coverage for which the State can issue a statement of charges under provisions of this contract other than this article. The relative amounts of any supplemental billing made to the Agency and to other contractors for revenue bond purposes shall be governed by such other applicable provisions of this contract.

(6) Payment of any supplemental billing shall be due thirty days after the date of the invoice. Delinquency and interest on delinquent amounts due shall be governed by Article 32.

(d) Apportionment of Reductions between Agricultural and Urban Contractors

(1) Reductions available under this article are projected to begin to occur in 1997. The numbers and percentages in this subdivision reflect certain estimates of dollars and sharing of reductions. The actual reductions may vary slightly from the amounts described below. The State shall determine the availability of reductions for each year in accordance with this article.

(2) Reductions shall be phased in as follows:

(i) In 1997 reductions in the amount of $14 million are projected to be available and shall be applied as follows: the first $10 million of reductions shall be apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.

(ii) In 1998 reductions in the amount of $17 million are projected to be available and shall be applied as follows: the first $10 million of reductions shall be apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.

(iii) In 1999 reductions in the amount of $32 million are projected to be available and shall be applied as follows: the first $10 million of reductions shall be apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.

(iv) In 2000 reductions in the amount of $33 million are projected to be available and shall be applied as follows: the first $10 million of reductions shall be

apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.

(3)

(i) In the event that the aggregate amount of reductions in any of the years 1997 through 2000 is less than the respective amount projected for such year in subdivision (d)(2) above, the shortfall shall be taken first from reductions that would have been provided to Urban Contractors. Only after all reductions to Urban Contractors have been eliminated in a given year shall the remaining shortfall be taken from reductions scheduled for Agricultural Contractors. Any projected reductions not made available due to such shortfalls in the years 1997 through 2000 shall be deferred with interest at the project interest rate to the earliest subsequent years when reductions in excess of those projected for those years are available. Such deferred reductions with interest at the project interest rate shall be applied to the charges of the contractors whose reductions have been deferred.

(ii) In the event that the aggregate amount of reductions available in any of the years 1997 through 2000 is greater than the sum of (A) the respective amount projected for such year in subdivision (d)(2) above, plus (B) the amount of any shortfall with accrued interest at the project interest rate, remaining from any prior year to be applied, the excess shall be applied for the purposes and in the amounts per year described in subdivisions (e)(3)(iii), (iv), (v) and (vi) of this article, in that order.

(4) In 2001 and in each succeeding year, reductions equal to or in excess of $40.5 million are projected to be available and shall be applied as follows:

(i) If reductions are available in an amount that equals or exceeds $40.5 million, $10 million of reductions shall be apportioned among the Agricultural Contractors, and $30.5 million of reductions shall be apportioned among the Urban Contractors. If reductions are available in an amount greater than $40.5 million, the excess shall be applied as provided in subdivision (e)(3) of this article, subject however to subdivision (e)(1).

(ii) If reductions are available in an amount less than $40.5 million in any of these years, the reductions shall be divided on a 24.7% - 75.3% basis between the Agricultural Contractors and the Urban Contractors, respectively. Any such reductions not made due to shortages shall be applied without interest in the next year in which reductions in an amount in excess of $40.5 million are available pursuant to subdivision (e)(3) of this article with any remainder that is not available carried over without interest to be applied in the earliest subsequent years when reductions in excess of $40.5 million are available.

(5) Annual charges to a contractor shall only be reduced prospectively from and after the date it executes the Monterey Amendment to this contract. Apportionments of reductions shall be calculated on the assumption that all contractors have executed such amendment.

(e) Review of Financial Requirements

(1) In 2001 and every fifth year thereafter, the Director of the Department of Water Resources, in full consultation with the contractors, will review the financial requirements of the State Water Resources Development System and determine the following:

(i) The amount of revenues that are needed for State Water Resources Development System purposes in addition to those needed for the purposes specified in subdivisions (c)(2)(i), (ii), (iii), and (iv) of this article;

(ii) If the aggregate amount that would have been charged to all contractors in any year but for this article exceeds the sum of (A) the amount of revenues needed for the purposes specified in subdivisions (c)(2)(i), (ii), (iii) and (iv), plus (B) $40.5 million, plus (C) the amount determined pursuant to subdivision (c)(2)(v) of this article, the amount of such excess.

(iii) The amount of the excess determined in subdivision (e)(1)(ii) above that should be collected by the State for additional State Water Resources Development System purposes and the amount of such excess that should be used for further annual charge reductions.

(2) After making the determinations required above, the State may collect the revenues for additional State Water

Resources Development System purposes in the amount determined pursuant to subdivision (e)(1)(iii) above.

(3) If and to the extent that as a result of such determinations, the aggregate amount to be charged to contractors is to be reduced by more than $40.5 million per year, the following priorities and limitations shall apply with respect to the application of such additional reductions:

(i) First, reductions shall be allocated to make up shortfalls in reductions from those projected for the years 1997 through 2000 with interest at the project interest rate pursuant to subdivision (d)(3)(i).

(ii) Second, reductions shall be allocated to make up shortfalls in reductions from those projected for the years beginning with 2001 without interest pursuant to subdivision (d)(4)(ii).

(iii) Third, additional reductions in the amount of $2 million per year shall be apportioned among the Urban Contractors until a total of $19.3 million in such additional reductions have been so applied.

(iv) Fourth, reductions up to an additional $2 million per year shall be allocated to make up any shortfalls in the annual reductions provided for in subdivision (e)(3)(iii).

(v) Fifth, $2 million per year shall be charged and collected by the State and deposited in the General Operating Account to bring the account ultimately up to an amount determined by the State but not in excess of $32 million with adjustments as provided in subdivision (a) of this article. Any amount in the account in excess of this requirement shall be returned to general project revenues.

(vi) Sixth, remaining amounts if any shall be used for reductions divided on a 24.7% - 75.3% basis between the Agricultural Contractors and the Urban Contractors respectively.

(f) Apportionment of Reductions among Urban Contractors

Reductions in annual charges apportioned to Urban Contractors under subdivisions (d) and (e) of this article shall be further allocated among Urban Contractors pursuant to this subdivision. The amount of reduction of annual charges for each Urban Contractor shall be based on each Urban Contractor’s proportionate share of total allocated capital costs as calculated

below, for both project conservation and project transportation facilities, repaid by all Urban Contractors over the project repayment period

(1) The conservation capital cost component of the reduction allocation shall be apportioned on the basis of maximum annual entitlement. Each Urban Contractor's proportionate share shall be the same as the percentage of that contractor's maximum annual entitlement to the total of all Urban Contractors' maximum annual entitlements.

(2) The transportation capital cost component of the reduction allocation shall be apportioned on the basis of transportation capital cost component repayment obligations, including interest over the project repayment period. Each Urban Contractor's proportionate share shall be the same as the percentage that the contractor's total transportation capital cost component repayment obligation is of the total of all Urban Contractors' transportation capital cost component repayment obligations.

(i) Recalculations shall be made annually through the year 1999. Beginning in the year 2000, recalculations shall be made every five years unless an Urban Contractor requests a recalculation for an interim year and does so by a request in writing delivered to the Department by January 1 of the year in which the recalculation is to take place.

(ii) The transportation capital cost component repayment obligations, for purposes of this Article 51(f), shall be based in the year of recalculation on the then most recent Department of Water Resources Bulletin 132, Table B-15, "Capital Cost Component of Transportation Charge for Each Contractor," or its equivalent, excluding any costs or entitlement associated with transfers of entitlement from Agricultural Contractors pursuant to Article 53.

(3) To reflect the relative proportion of the conservation capital cost component and the transportation capital cost component to the total of all capital cost repayment obligations, the two cost components shall be weighted as follows:

(i) The conservation capital cost component shall be weighted with a thirty percent (30%) factor. The weighting shall be accomplished by multiplying each Urban Contractor's percentage of maximum annual

entitlements as calculated in subdivision (f)(1) of this article by thirty percent (30%).

(ii) The transportation capital cost component shall be weighted with a seventy percent (70%) factor. The weighting shall be accomplished by multiplying each Urban Contractor's percentage of transportation capital cost component repayment obligations as calculated in subdivision (f)(2) of this article by seventy percent (70%).

(iii) A total weighted capital cost percentage shall be calculated for each Urban Contractor by adding the weighted conservation capital cost component percentage to their weighted transportation capital cost component percentage.

(4) The total amount of the annual charges to be reduced to Urban Contractors in each year shall be allocated among them by multiplying the total amount of annual charges to be reduced to the Urban Contractors by the total, weighted capital cost percentages for each such contractor. If the amount of the reduction to an Urban Contractor is in excess of that contractor's payment obligation to the Department for that year, such excess shall be reallocated among the other Urban Contractors.

(5) In the case of a permanent transfer of urban entitlement, the proportionate share of annual charge reductions associated with that entitlement shall be transferred with the entitlement to the buying contractor. In the case of an entitlement transfer by either Santa Barbara County Flood Control and Water Conservation District or San Luis Obispo County Flood Control and Water Conservation District, the reductions in annual charges to that agency shall be allocated (a) on the basis of that entitlement being retained by that agency which bears Coastal Branch Phase II transportation costs, (b) on the basis of that entitlement being retained by that agency which does not bear Coastal Branch Phase II transportation costs, and (c) on the basis of the balance of that agency's entitlement which also does not bear Coastal Branch Phase II transportation costs.

(g) Apportionment of Reductions Among Agricultural Contractors

(1) Reductions in annual charges apportioned to Agricultural Contractors under subdivisions (d) and (e) of this article shall be allocated among the Agricultural Contractors pursuant to this subdivision. The amount of reduction of annual charges

for each Agricultural Contractor for the years 1997 through 2001 shall be based on each Agricultural Contractor's estimated proportionate share of the total project costs, excluding the variable operation, maintenance, power and replacement components of the Delta Water Charge and the Transportation Charge and also excluding off-aqueduct power charges, to be paid by all Agricultural Contractors for the years 1997 through 2035, calculated without taking into account this article. For purposes of these calculations, Kern County Water Agency's and Dudley Ridge Water District's estimated project costs shall not include any costs associated with the 45,000 acre-feet of annual entitlement being relinquished by those contractors pursuant to subdivision (i) of Article 53. Also, for purposes of these calculations, an Agricultural Contractor's estimated project costs shall not be reduced by the transfer of any of the 130,000 acre-feet of annual entitlements provided for in subdivisions (a) through (i) of Article 53. The proportionate shares for 1997 through 2001 shall be calculated as follows:

(i) Each Agricultural Contractor's statement of charges received on July 1, 1994, shall be the initial basis for calculating the proportionate shares for the five years 1997 through 2001.

(ii) Each Agricultural Contractor's estimated capital and minimum components of the Delta Water Charge and the Transportation Charge (excluding off-aqueduct power charges) and Water Revenue Bond Surcharge shall be totaled for the years 1997 through 2035.

(iii) Kern County Water Agency and Dudley Ridge Water District totaled costs shall be reduced for the 45,000 acre-feet of annual entitlement being relinquished by them.

(iv) Any reductions in an Agricultural Contractor's totaled costs resulting from the transfer of any of the 130,000 acre-feet of annual entitlement shall be re-added to that contractor's costs.

(v) Each Agricultural Contractor's proportionate share shall be computed by dividing that contractor's total costs by the total costs for all Agricultural Contractors determined pursuant to subparagraphs (ii), (iii) and (iv) above.

(2) The reductions in annual charges, for 1997 through 2001, shall be calculated using the method described in subdivision (g)(1) of this article.

(3) The allocation shall be recalculated using the same method described in subdivision (g)(1) of this article every five years beginning in 2002, if any Agricultural Contractor requests such a recalculation. Any recalculation shall be based on project cost data beginning with the year that the recalculation is to become effective through 2035:

(h) Agricultural Rate Management Trust Fund

(1) **Establishment**. Through a trust agreement executed contemporaneously with this amendment, the State and the Agricultural Contractors that sign the Monterey Amendments shall establish the Agricultural Rate Management Trust Fund with a mutually agreed independent trustee.

(2) **Separate Accounts**. The trustee shall maintain within the trust fund a separate account for each Agricultural Contractor that signs the trust agreement to hold deposits made pursuant to this article.

(3) **Deposits**. Each Agricultural Contractor that signs the trust agreement shall deposit into such contractor's account within the trust fund, at the same time as payments would otherwise be required by this contract to be made to the State, an amount equal to the amount by which such contractor's charges under this contract have been reduced by reason of this article, until the balance in such contractor's account within the trust fund is the same percentage of $150,000,000 as such contractor's percentage share of reductions made available to all Agricultural Contractors as specified in subdivision (g) of this article. In 2002 and every fifth year thereafter, the Agricultural Contractors will review the maximum accumulation in the trust fund (the "Cap") and determine whether the Cap should be adjusted. However, the Cap shall not be reduced below an aggregate of $150,000,000 for all Agricultural Contractor accounts.

(4) **Trust Fund Disbursements**.

(i) In any year in which the State's allocation of water to an Agricultural Contractor by April 15th of that year is less than one-hundred percent (100%) of the contractor's requested annual entitlement for that year, the trustee shall, to the extent there are funds in that contractor's account, distribute to the State from such account for the benefit of that contractor an amount equal to the percentage of the total of that contractor's statement of charges for that year, as

redetermined by the State on or about May 15th of that year, for (a) the Delta Water Charge; (b) the capital cost and minimum operation, maintenance, power and replacement components of the Transportation Charge (including off-aqueduct power charges); and (c) the water system revenue bond surcharge, that is equal to the percentage of that contractor's annual entitlement for that year that was not allocated to it by the State by April 15th of that year.

(ii) In addition to the provisions of subdivision (h)(4)(i) of this article, if on April 15 of any year any of the irrigable land within the Tulare Lake Basin Water Storage District (Tulare) is flooded, and Tulare in writing requests the trustee to do so, the trustee shall, to the extent there are funds in Tulare's account, distribute to the State from such account for the benefit of Tulare an amount equal to the percentage of the total of Tulare's statement of charges for that year, as redetermined by the State on or about May 15th of that year, for (a) the Delta Water Charge; (b) the capital cost and minimum components of the Transportation Charge (including off-aqueduct power charges); and (c) the water system revenue bond surcharge, that is equal to the percentage of the irrigable land within Tulare that is flooded on April 15.

(iii) Each Agricultural Contractor shall remain obligated to make payments to the State as required by other articles in this contract. Any amount to be disbursed pursuant to subdivisions (h)(4)(i) and (h)(4)(ii) shall be paid by the trustee to the State on July 1 of the year involved and shall be credited by the State toward any amounts owed by such respective Agricultural Contractor to the State as of that date. However, an Agricultural Contractor may direct the trustee to make the disbursement to that Agricultural Contractor which shall in turn make the payment to the State as required by other provisions of this contract. If the amount to be disbursed exceeds the amount owed to the State by such contractor as of July 1, the excess shall be disbursed by the Trustee to the State at the time of and in payment of future obligations owed to the State by such contractor. Alternatively, upon the request of such contractor, all or part of the excess shall be paid by the trustee to that contractor in

reimbursement of prior payments by the contractor to the State for that year.

(5) **Payment of Supplemental Bills**. In any year in which a supplemental bill has been submitted to an Agricultural Contractor pursuant to subdivision (c)(4) of this article, such supplemental bill shall be treated as reducing by an equal amount the obligation of such contractor for that year to make payments into the Agricultural Rate Management Trust Fund. To the extent that such contractor has already made payments to the trust fund in an amount in excess of such contractor's reduced trust fund payment obligation, such contractor may request the trustee to use the excess from the trust fund to pay the supplemental bill.

(6) **Discharge of Payment Obligation**. Each payment to the State by the trust fund shall discharge and satisfy the Agricultural Contractor's obligation to pay the amount of such payment to the State. No reimbursement of the trust fund by the Agricultural Contractor for such payments shall be required. However, each Agricultural Contractor shall continue to make deposits to the trust fund matching the amount of each year's reductions as provided in subdivision (d) of this article so long as the amount in that contractor's account is less than its share of the Cap.

(7) **Distribution of Funds in Excess of the Cap**. Whenever accumulated funds (including interest) in an Agricultural Contractor's account in the trust fund exceed that contractor's share of the Cap, or the estimated remaining payments the contractor is required to make to the State prior to the end of the project repayment period, that contractor may direct the trustee to pay such excess to the contractor.

(8) **Termination of Trust Fund**. At the end of the project repayment period, the Agricultural Rate Management Trust Fund shall be terminated and any balances remaining in the accounts for each of the Agricultural Contractors shall be disbursed to the respective Agricultural Contractors.

(i) Definitions

For the purposes of this article, the following definitions will apply:

(1) "Agricultural Contractor" shall mean the following agencies as they now exist or in any reorganized form:

(i) County of Kings,

(ii) Dudley Ridge Water District,

(iii) Empire West Side Irrigation District,

(iv) Kern County Water Agency for 993,300 acre-feet of its entitlement,

(v) Oak Flat Water District,

(vi) Tulare Lake Basin Water Storage District.

(2) "Urban Contractor" shall mean every other agency having a long term water supply contract with the State as they exist as of the date of this amendment or in any reorganized form as well as Kern County Water Agency for 119,600 acre-feet of its entitlement.

(j) Except as provided in subdivisions (c)(4) and (c)(5), this article shall not be interpreted to result in any greater State authority to charge the contractors than exists under provisions of this contract other than this article.

52. Kern Water Bank

(a) The State shall convey to the Kern County Water Agency (KCWA) in accordance with the terms set forth in the agreement between the State of California Department of Water Resources and Kern County Water Agency entitled "Agreement for the Exchange of the Kern Fan Element of the Kern Water Bank" (the Kern Water Bank Contract), the real and personal property described therein.

(b) Subject to the approval of KCWA, other contractors may be provided access to and use of the property conveyed to KCWA by the Kern Water Bank Contract for water storage and recovery. Fifty percent (50%) of any project water remaining in storage on December 31, 1995, from the 1990 Berrenda Mesa Demonstration Program and the La Hacienda Water Purchase Program shall be transferred to KCWA pursuant to the Kern Water Bank Contract. The remaining fifty percent (50%) of any such water (approximately 42,828.5 acre-feet) shall remain as project water and the State's recovery of such project water shall be pursuant to the provisions of a separate recovery contract. Any other Kern Water Bank demonstration program water shall remain as project water and the State's recovery of such water shall be pursuant to the provisions of the respective contracts for implementation of such demonstration programs.

53. Permanent Transfers and Reductions of Entitlement

(a) Article 41 provides that no assignment or transfer of a contract or any part thereof, rights thereunder or interest therein by a contractor shall be valid unless and until it is approved by the State

and made subject to such reasonable terms and conditions as the State may impose. In accordance with State policy to assist water transfers, the State and the County of Kings, Dudley Ridge Water District (DRWD), Empire West Side Irrigation District, Kern County Water Agency (KCWA), Oak Flat Water District and Tulare Lake Basin Water Storage District (for the purposes of this article the "Agricultural Contractors") shall, subject to the conditions set forth in this article, expeditiously execute any necessary documents and approve all contracts between willing buyers and willing sellers until permanent transfers totaling 130,000 acre-feet of annual entitlements of the Agricultural Contractors and, to the extent provided in such contracts, rights in project transportation facilities related to such annual entitlement have been made to other contractors (the "Urban Contractors") or noncontractors in accordance with the provisions of this article. Such approval requirement shall apply to all contracts executed prior to January 1, 2011. KCWA shall be responsible for approval of such transfers for any portion of the 130,000 acre-feet not previously made available under this article by the other Agricultural Contractors. A contract between a willing buyer and a willing seller shall mean a contract between (1) a buyer which is an Urban Contractor or, to the extent provided in subdivision (e) of this article, a noncontractor and (2) a seller which is an Agricultural Contractor or a public entity which obtains project water from an Agricultural Contractor.

(b) The State shall not be obligated to approve any transfer of annual entitlements if in its judgment the transfer would impair the security of the State's bondholders and the State may impose conditions on any transfer as necessary to make the delivery of the water operationally feasible and to assure that the transportation costs associated with the transferred entitlement are fully repaid. Transfers not approved by the State shall not be considered as part of the 130,000 acre-feet of annual entitlements provided for in this article.

(c) KCWA member units shall have 90 days to exercise a right of first refusal to purchase any annual entitlements being offered for sale to Urban Contractors by another KCWA member unit pursuant to this article, other than those annual entitlements made available to Urban Contractors by subdivision (d) of this article, by agreeing to pay the same price offered by the buyer. Any such sales to KCWA member units exercising such right of first refusal shall not be considered a part of the 130,000 acre-feet of annual entitlements provided for in this article.

(d) Any permanent transfers of annual entitlements by Agricultural Contractors to noncontractors, including transfers to KCWA urban member units or to KCWA's Improvement District Number 4, other

than transfers pursuant to subdivision (c) of this article, will be considered a part of the 130,000 acre-feet of annual entitlements provided for in this article if the Urban Contractors have been given a right of first refusal to purchase such annual entitlements as well as transportation rights in accordance with the following terms and procedure:

(1) The Agricultural Contractor shall provide the State a copy of a bona fide contract or Proposed Contract (the "Proposed Contract") and the State shall, within five working days of receipt, provide copies of such Proposed Contract to all Urban Contractors together with a Notice of Proposed Contract stating the date on or before which a Notice of Intent to Exercise a Right of First Refusal (NOI) must be delivered to both the State and the seller, which date shall be 90 days from the date the State mails the Notice of Proposed Contract.

(2) The Proposed Contract shall provide for the transfer of rights in project transportation facilities sufficient to deliver to the seller's service area in any one month eleven percent (11%) of the annual entitlement being transferred or such greater amount as the seller determines to sell; *Provided*, however, that sellers shall not be obligated to sell any transportation rights in the Coastal Aqueduct.

(3) To exercise the right of first refusal, an Urban Contractor shall deliver to the State and the seller its NOI within the time period stated in the Notice of Proposed Contract and shall proceed in good faith to try to complete the transfer to the Urban Contractor. If two or more Urban Contractors deliver NOIs to the State, the amount of annual entitlement and transportation rights being sold shall be allocated among those Urban Contractors that are prepared to perform the purchase by the Performance Date provided for herein in proportion to their maximum annual entitlements, or in another manner acceptable to the Urban Contractors delivering the NOIs. An offer by an Urban Contractor in its NOI to purchase less than the entire annual entitlement and transportation right being transferred shall not be deemed to be an effective exercise of the right of first refusal unless other Urban Contractors submit NOIs to purchase the remainder of the annual entitlement and transportation right or the noncontractor buyer agrees to purchase the remainder at the same unit price and on the same terms and conditions provided for in the Proposed Contract. The Performance Date shall be the date upon which the Urban Contractor is prepared to perform the purchase, which date

shall be the later of: (1) 180 days after the delivery of the NOI or (2) the date set forth in the Proposed Contract for the noncontractor buyer to perform the purchase.

The Performance Date shall be extended at the request of the Urban Contractor if a temporary restraining order or preliminary injunction is in effect as a result of a lawsuit challenging the execution of the contract on the basis of noncompliance with the California Environmental Quality Act. Such extensions shall continue until five days after the temporary restraining order or injunction expires or until the Urban Contractor requests it be discontinued, whichever occurs first. The Urban Contractor shall be liable for any damages suffered by the seller as a result of such extensions of the Performance Date.

(4) If the seller and the noncontractor buyer under the Proposed Contract make any substantive changes in the Proposed Contract, such changes shall constitute a new Proposed Contract that cannot be performed without compliance with all of the procedures set forth in this article.

(5) If an Urban Contractor issuing a NOI fails to complete its exercise of the Right of First Refusal by the Performance Date, the seller shall be free to sell its entitlement in substantial conformance with the terms and conditions set forth in the Proposed Contract. An Urban Contractor issuing a NOI may assign its rights to exercise a right of first refusal to another Urban Contractor and the assignee shall have the same rights as the assignor to complete the purchase by the Performance Date.

(6) In exercising the Right of First Refusal, an Urban Contractor, at its option, may either agree to perform the Proposed Contract in its entirety, including all of its terms and conditions, or agree to pay the price offered under the Proposed Contract for the annual entitlement and transportation rights without condition and without being entitled to enforce or being subject to any other provisions of the Proposed Contract.

(e) As used in this article, “price” shall mean the dollar amount of consideration provided for in the Proposed Contract.

(f) Upon the effective date of any such transfer, the seller shall be relieved of and the buyer shall become liable to the State for all prospective Delta Water Charges, the related Transportation Charges and any other charges for the annual entitlements and associated transportation rights transferred unless the seller and buyer provide otherwise in the contract for the transfer and the

State approves such other provisions. However, the contractor making the sale shall remain obligated to the State to make the payments if the buyer defaults on its payments to the State related to the water transferred and is not a party to a long term water supply contract of the type contained in Department of Water Resources Bulletin Number 141. If the contractor making the sale is required to make any payments to the State as a result of the buyer's default, the entitlement transferred to the defaulting buyer shall, if provided for in the Proposed Contract, revert back to the contractor making the sale. The buyer may also be liable for any charges imposed pursuant to subdivision (g) of this article.

(g) A contractor which is a buyer of annual entitlement pursuant to this article may receive deliveries using any portion of the capacity previously provided by the State in each reach of the project transportation facilities for such contractor that is necessary for transporting the entitlement purchased by it on the same basis as any other entitlement provided for in its Table A in effect prior to the date of the Monterey Amendment. Such contractor may also use any transportation rights transferred to it by a seller in the same manner as the seller was entitled to use them and any unused capacity in any of the reaches specified in this paragraph so long as project operations and/or priority of service of water to other contractors participating in repayment of capital costs in such reaches is not adversely affected. The State shall not be responsible for any resulting adverse impacts upon its ability to provide such contractor peaking capacity. The capital cost and minimum, operation, maintenance, power and replacement components of the Transportation Charge allocated to a buying contractor needing transportation capacity in excess of the capacity factors on which its charges are based in any reach shall be determined prospectively based upon the increase in the buying contractor's annual entitlement resulting from the purchase, and service of water to fulfill annual entitlement to other contractors shall not be impaired. The capital cost and minimum operation, maintenance, power and replacement components of the Transportation Charges shall then be reallocated among the other entities participating in repayment of costs of that reach. For the purposes of this determination, all payments received by the State from the seller relating to the annual entitlement sold shall be deemed to have been received from the buying contractor. Any increased Transportation minimum operation, maintenance, power and replacement component charges allocated to the buying contractor pursuant to this subdivision (g) shall begin January 1 of the year following the effective date of the transfer.

(h) Individual contractors may transfer entitlements among themselves in amounts in addition to those otherwise provided for in this article.

The State shall expeditiously execute any necessary documents and approve all contracts involving permanent sales of entitlements among contractors, including permanent sales among Urban Contractors. Such sales shall be subject to the provisions of subdivisions (b), (f) and (g) of this article; *Provided*, however, that for a buying contractor needing transportation capacity in excess of the capacity factors on which its charges are based in any reach, reallocation of the Transportation capital cost component charges for transfers other than (i) the 130,000 acre-feet provided for in this article and (ii) the approximate 33,000 acre-feet of transfers proposed from contractors located in Santa Barbara or San Luis Obispo counties, shall be determined both prospectively and retroactively.

(i) On January 1 following the year in which such Monterey Amendments take effect and continuing every year thereafter until the end of the project repayment period: (i) Kern County Water Agency's (KCWA) annual entitlement for agricultural use as currently designated in Table A-1 of its contract shall be decreased by 40,670 acre-feet; (ii) Dudley Ridge Water District's (DRWD) annual entitlement as currently designated in Table A of its contract shall be decreased by 4,330 acre-feet; and (iii) the State's prospective charges (including any adjustments for past costs) for the 45,000 acre-feet of annual entitlements to be relinquished by KCWA and DRWD thereafter shall be deemed to be costs of project conservation facilities and included in the Delta Water Charge for all contractors in accordance with the provisions of Article 22. If by November 20, 1995 and each October 1 thereafter until the Monterey Amendments of both KCWA and DRWD take effect, KCWA and DRWD at their option notify the State in writing that they will relinquish up to their shares of 45,000 acre-feet of annual entitlements for the following calendar year beginning before the Monterey Amendments take effect, the State, when and if the Monterey Amendments take effect, shall adjust the charges retroactively for the acre-feet relinquished by KCWA and DRWD to January 1 of each year for which water was relinquished. The delivery points for the 45,000 acre-feet of annual entitlement to be relinquished shall be identified for the State by KCWA and DRWD to enable the State to calculate the transportation costs for the 45,000 acre-feet to be included in the Delta Water Charge.

54. Usage of Lakes Castaic and Perris

(a) The State shall permit the contractors participating in repayment of the capital costs of Castaic Lake (Reach 30) and Lake Perris (Reach 28J) to withdraw water from their respective service connections in amounts in excess of deliveries approved pursuant

to other provisions of the state water contracts. Each such contractor shall be permitted to withdraw up to a Maximum Allocation from the reach in which it is participating. The contractors participating in repayment of Castaic Lake may withdraw a collective Maximum Allocation up to 160,000 acre-feet pursuant to this article, which shall be apportioned among them pursuant to the respective proportionate use factors from the Department of Water Resources' Bulletin 132-94, Table B-1 upon which capital cost repayment obligations are based, as follows:

Castaic Lake

Participating Contractor	Proportionate Use Factor	Maximum Allocation (Acre Feet)
The Metropolitan Water District of Southern California	0.96212388	153,940
Ventura County Flood Control and Water Conservation District	0.00860328	1,376
Castaic Lake Water Agency	0.02927284	4,684
Total	1.00000000	160,000

The Metropolitan Water District of Southern California, as the only contractor participating in repayment of Lake Perris, shall be allocated a Maximum Allocation at Lake Perris of 65,000 acre-feet based upon a proportionate use factor of 1.00000000.

The Maximum Allocation totals of 160,000 acre-feet and 65,000 acre-feet shall not be subject to adjustment. The individual contractor's Maximum Allocations shall be adjusted only as agreed to among the contractors desiring to adjust their Maximum Allocations. Adjustments between the contractors shall be subject to approval of the State which approval shall be given unless there are adverse impacts upon another contractor participating in the reach which are unacceptable to such contractor. The participating contractors will, in consultation with the State, cooperate with each other in an effort to promote efficient utilization of Castaic Lake, and to minimize any adverse impacts to each other, through coordination of deliveries pursuant to other provisions of the State Water Contract as well as withdrawals of allocations pursuant to this article.

(b) The State shall operate Castaic and Perris Reservoirs as transportation facilities in a manner consistent with this article. A contractor desiring to withdraw a portion or all of its Maximum

Allocation shall furnish the State with a proposed delivery schedule. The proposed schedule may be submitted as part of the preliminary water delivery schedule submitted pursuant to Article 12(a)(1). Upon receipt of a schedule the State shall promptly review it to ensure that the amounts, times and rates of delivery will be consistent with the State's ability to operate the reach. The contractor may modify its proposed delivery schedule at any time, and the modified schedule shall be subject to review in the same manner. If necessary, the State may modify the schedule after consultation with the contractor and other contractors participating in repayment of that reach but may not change the total quantity of water to be withdrawn. As part of the consultation, the State shall advise a contractor if it determines a withdrawal will adversely impact the rate of delivery provided for the contractor in this contract. The State shall not be responsible for any such impacts.

(c) A contractor may withdraw all or a portion of its Maximum Allocation. It shall restore any withdrawn portion of such allocation by furnishing an equivalent amount of replacement water to the reservoir from which the water was withdrawn within five years from the year in which the withdrawal takes place. The unused portion of the allocation, in addition to any replacement water furnished to the reservoir, shall remain available for subsequent withdrawal. The State shall keep an accounting of the contractor's storage withdrawals and replacements. In any year, the State shall permit a contractor to withdraw an amount equivalent to the contractor's Maximum Allocation minus remaining replacement water requirements due to previous withdrawals. If the contractor fails to schedule and replace the withdrawn water within the five-year return period, the State shall provide the replacement water from water scheduled for delivery to the contractor in the sixth year or as soon as possible thereafter. The total amount of scheduled annual entitlement which a contractor can use in any one year for restoring its Maximum Allocation and storing water in surface storage facilities outside of its service area pursuant to Article 56 shall be the sum of the maximum amount the contractor can add to storage that year pursuant to Article 56 and the amount of acre-feet shown in column 2 of the following table, depending on the State's final water supply allocation percentage as shown in column 1.

1. Final Water Supply Allocation Percentage	2. Maximum Acre-Feet of Scheduled Entitlement for Restoring Maximum Allocation*
50% or less	100,000
51%	98,000
52%	96,000
53%	94,000
54%	92,000
55%	90,000
56%	88,000
57%	86,000
58%	84,000
59%	82,000
60%	80,000
61%	78,000
62%	76,000
63%	74,000
64%	72,000
65%	70,000
66%	68,000
67%	66,000
68%	64,000
69%	62,000
70%	60,000
71%	58,000
72%	56,000
73%	54,000
74%	52,000
75 to 99%	50,000
100%	no limit

* Excludes the maximum amount that can be added to storage in a year pursuant to Article 56, which may be used in addition to the amounts in this table to restore Maximum Allocation.

A contractor may use any of this total amount for replacement water but cannot use any more than that provided for in Article 56 to add to storage in project surface conservation facilities and in nonproject surface storage facilities. There shall be no limit under this article on the amount of scheduled annual entitlement a contractor can use to restore its Maximum Allocation in a year when its percentage of annual water supply allocation is one-hundred percent (100%), nor shall there be any limit under this article on the amount of interruptible water, nonproject water or water obtained through an exchange which a contractor can use to restore its Maximum Allocation.

(d) For any replacement water furnished to reservoir storage pursuant to this article, the responsible contractor shall pay the State charges for the conservation, if any, and transportation of such replacement water as are associated with the type of replacement water that is furnished, as if such water were delivered to the turnout at the reservoir to which the replacement water is furnished. Adjustments from estimated to actual costs shall be subject to provisions applicable to the type of replacement water. The State shall not charge contractors for water withdrawn pursuant to this article.

(e) The State shall operate capacity in Castaic and Perris Reservoirs, not required for purposes of Maximum Allocation deliveries, in compliance with the requirement of Article 17(b) of The Metropolitan Water District of Southern California's water supply contract with the State to maintain an amount of water reasonably sufficient to meet emergency requirements of the contractors participating in repayment of that reach. A contractor receiving water pursuant to this article accepts that the State shall not be liable for any damage, direct or indirect, arising from shortages in the amount of water to be made available from that reservoir to meet the contractor's actual emergency requirements as a result of prior storage withdrawals by that contractor pursuant to this article. Nothing in this article shall permit or require the State to adjust allocations or deliveries under Article 18.

(f) To the extent a contractor, during a calendar year, uses all or a portion of its Maximum Allocation, the State may, to the extent necessary to service project purposes, reduce that contractor's requested peaking service. Such reduction in peaking service shall only occur to the extent such usage of Maximum Allocation causes the State to be unable to provide all peaking service requested. This paragraph shall not apply to the extent the contractor requested usage of Maximum Allocation as part of the preliminary water delivery schedule submitted pursuant to Article 12(a)(1).

(g) The State may reduce water stored in Castaic Lake and Lake Perris to the extent necessary for maintenance and to respond to emergencies resulting from failure of project transportation facilities or of other supply importation facilities serving the State project service area. The State shall promptly replace water within the Maximum Allocation as soon as the need for the reduction terminates.

55. Transportation of Nonproject Water

(a) Subject to the delivery priorities in Article 12(f), contractors shall have the right to receive services from any of the project transportation facilities to transport water procured by them from nonproject sources for delivery to their service areas and to interim storage outside their service areas for later transport and delivery to their service areas: *Provided*, that except to the extent such limitation in Section 12931 of the Water Code be changed, a contractor shall not use the project transportation facilities under this option to transport water the right to which was secured by the contractor through eminent domain unless such use be approved by the Legislature by concurrent resolution with the majority of the members elected to each house voting in favor thereof.

(b) For any nonproject water delivered pursuant to this article, contractors shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the conservation and transportation of such water as if such nonproject water were entitlement water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, which may include an administrative or contract preparation charge, all as determined by the State. Incremental costs shall mean those nonpower costs which would not be incurred if nonproject water were not scheduled for or delivered to contractors. Only those contractors not participating in the repayment of a reach shall be required to pay a use of facilities charge for the delivery of nonproject water from or through that reach. Costs for transporting water placed into interim storage shall be paid in the same manner provided for in subdivision (c)(6) of Article 56.

(c) The amounts, times and rates of delivery of nonproject water shall be provided for pursuant to a water delivery schedule to be issued in the same manner as provided for in Article 12. The costs specified in this article shall be paid for at the same time the corresponding project water costs are paid.

56. Use and Storage of Project Water Outside of Service Area and Article 56 Carryover Water

(a) State Consent to Use of Project Water Outside of Service Area

Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency storing project water outside its service area for later use within its service area in accordance with the provisions of subdivision (c) of this article and to the Agency selling project water for use outside its service area in accordance with the provisions of subdivision (d) of this article.

(b) Groundwater Storage Programs

The Agency shall cooperate with other contractors in the development and establishment of groundwater storage programs.

(c) Storage of Project Water Outside of Service Area

(1) A contractor may elect to store project water outside its service area for later use within its service area, up to the limits and in accordance with the provisions provided for in this subdivision (c) and any applicable water right laws, by setting forth on the preliminary water delivery schedule submitted to the State on or before October 1 of each year pursuant to Article 12(a) the quantity of project water it wishes to store in the next succeeding year. There shall be no limit on the amount of project water a contractor can store outside its service area during any year in a then existing and operational groundwater storage program. The amount of project water a contractor can add to storage in project surface conservation facilities and in nonproject surface storage facilities located outside the contractor's service area each year shall be limited to the lesser of the percent of the contractor's Table A annual entitlement shown in column 2 or the acre-feet shown in column 3 of the following table, depending on the State's final water supply allocation percentage as shown in column 1. However, there shall be no limit to storage in nonproject facilities in a year in which the State's final water supply allocation percentage is one hundred percent. These limits shall not apply to water stored pursuant to Article 12(e).

1. Final Water Supply Allocation Percentage	2. Maximum Percent of Agency's Annual Entitlement That Can Be Stored	3. Maximum Acre-Feet That Can be Stored
50% or less	25%	100,000
51%	26%	104,000
52%	27%	108,000
53%	28%	112,000
54%	29%	116,000
55%	30%	120,000
56%	31%	124,000
57%	32%	128,000
58%	33%	132,000
59%	34%	136,000
60%	35%	140,000
61%	36%	144,000
62%	37%	148,000
63%	38%	152,000
64%	39%	156,000
65%	40%	160,000
66%	41%	164,000
67%	42%	168,000
68%	43%	172,000
69%	44%	176,000
70%	45%	180,000
71%	46%	184,000
72%	47%	188,000
73%	48%	192,000
74%	49%	196,000
75 or more	50%	200,000

(2) Storage capacity in project surface conservation facilities at any time in excess of that needed for project operations shall be made available to requesting contractors for storage of project and nonproject water. If such storage requests

exceed the available storage capacity, the available capacity shall be allocated among contractors requesting storage in proportion to their annual entitlements designated in their Table A's for that year. A contractor may store water in excess of its allocated share of capacity as long as capacity is available for such storage.

(3) If the State determines that a reallocation of excess storage capacity is needed as a result of project operations or because of the exercise of a contractor's storage right, the available capacity shall be reallocated among contractors requesting storage in proportion to their annual entitlements designated in their Table A's for that year. If such reallocation results in the need to displace water from the storage balance for any contractor or noncontractor, the water to be displaced shall be displaced in the following order of priority:

First, water, if any, stored for noncontractors;

Second, water stored for a contractor that previously was in excess of that contractor's allocation of storage capacity; and

Third, water stored for a contractor that previously was within that contractor's allocated storage capacity.

The State shall give as much notice as feasible of a potential displacement.

(4) Any contractor electing to store project water outside its service area pursuant to this subdivision may not sell project water under the provisions of subdivision (d) of this article during the year in which it elected to store project water. This limitation shall not apply to replacement water furnished to Castaic and Perris Reservoirs pursuant to Article 54, nor to the storage of water introduced into a groundwater basin outside a contractor's service area if recovery is intended to occur within that contractor's service area.

(5) The restrictions on storage of project water outside a contractor's service area provided for in this subdivision (c), shall not apply to storage in any project offstream storage facilities constructed south of the Delta after the date of this amendment.

(6) For any project water stored outside its service area pursuant to this subdivision (c), a contractor shall pay the State the same (including adjustments) for power resources

(including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as the contractor pays for the transportation of annual entitlement to the reach of the project transportation facility from which the water is delivered to storage. If annual entitlement is stored, the Delta Water Charge shall be charged only in the year of delivery to interim storage. For any stored water returned to a project transportation facility for final delivery to its service area, the contractor shall pay the State the same for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water calculated from the point of return to the aqueduct to the turn-out in the contractor's service area. In addition, the contractor shall pay all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State, which shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if such water were scheduled for or delivered to the contractor's service area instead of to interim storage outside the service area. Only those contractors not participating in the repayment of a reach shall be required to pay a use of facilities charge for use of a reach for the delivery of water to, or return of water from, interim storage.

(7) A contractor electing to store project water in a nonproject facility within the service area of another contractor shall execute a contract with that other contractor prior to storing such water which shall be in conformity with this article and will include at least provisions concerning the point of delivery and the time and method for transporting such water.

(d) Sale of Project Water For Use Outside of Service Area

(1) If in any year a contractor has been allocated annual entitlement that it will not use within its service area, the contractor has not elected to store project water in accordance with the provisions of subdivision (c) of this article during that year, and the contractor has not elected to carry over entitlement from the prior year pursuant to the provisions of Article 12(e), the contractor may sell such annual entitlement for use outside its service area in accordance with the following provisions.

(2) Each year the State shall establish an annual entitlement water pool (the Pool) for contractors wishing to sell or buy project water pursuant to the provisions of this subdivision. The Pool shall constitute the exclusive means of selling

portions of annual entitlements not desired by contractors that year. Contractors willing to sell to or buy water from the Pool shall notify the State in writing of their desire to do so indicating the quantity to be sold or purchased. Contractors shall have the first priority to purchase all water placed in the Pool. The State may purchase any water remaining in the Pool not purchased by contractors at the same price available to contractors and use such water for the purpose of providing additional carryover storage for contractors: *Provided*, that the State shall consult with the contractors prior to making any such purchases.

(3) Each year, the price per acre-foot to be paid by the State to contractors selling water placed in the Pool on or before February 15 that is purchased by a contractor requesting such purchase by March 1 or by the State on March 1 shall be equal to fifty percent (50%) of the Delta water rate as of that date. The price per acre-foot to be paid to the State for the purchase of water from the Pool by a contractor placing a request for such purchase on or before March 1 shall be equal to fifty percent (50%) of the Delta water rate as of that date. Any water placed in the Pool on or before February 15 that is not purchased by contractors or the State by March 1 may be withdrawn from the Pool by the selling contractor.

(4) Each year the price per acre-foot to be paid by the State to contractors selling water remaining in the Pool or placed in the Pool after February 15, but on or before March 15 that is purchased by a contractor requesting such purchase by April 1 or by the State on April 1 shall be equal to twenty-five percent (25%) of the Delta water rate as of that date. The price per acre-foot to be paid to the State for the purchase of water from the Pool by a contractor placing a request for such purchase between March 2 and April 1 shall be equal to twenty-five percent (25%) of the Delta water rate as of the later date. Any water placed in the Pool on or before March 15 that is not purchased by a contractor or the State by April 1 may be withdrawn from the Pool by the selling contractor.

(5) If there are more requests from contractors to purchase water from the Pool than the amount in the Pool, the water in the Pool shall be allocated among those contractors requesting such water in proportion to their annual entitlement for that year up to the amount of their requests. If requests to purchase water from the Pool total less than the amount of water in the Pool, the sale of Pool water shall be allocated among the contractors selling such water in proportion to their respective amounts of water in the Pool.

(6) Any water remaining in the Pool after April 1 that is not withdrawn by the selling contractor shall be offered by the State to contractors and noncontractors and sold to the highest bidder: *Provided*, that if the highest bidder is a noncontractor, all contractors shall be allowed fifteen days to exercise a right of first refusal to purchase such water at the price offered by the noncontractor. The price to be paid to the selling contractor shall be the amount paid by the buyer exclusive of the amount to be paid by the buyer to the State pursuant to subdivision (d)(7) of this article.

(7) For any water delivered from the Pool to contractors, the buyer shall pay the State the same for power resources (including on-aqueduct, off-aqueduct , and any other power) incurred in the transportation of such water as if such water were entitlement water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State, which shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if such water were not scheduled for or delivered to the buyer. Only those buyers not participating in the repayment of a reach shall be required to pay any use of facilities charge for the delivery of such water from or through the reach. Adjustments from estimated to actual costs shall be computed by the State pursuant to these provisions and shall be paid by the buyer or credited to the buyer at the times and interest rates described in Article 28(c).

(e) Continuance of Article 12(e) Carry-over Provisions

The provisions of this article are in addition to the provisions of Article 12(e), and nothing in this article shall be construed to modify or amend the provisions of Article 12(e). Any contractor electing to sell project water during any year in accordance with the provisions of subdivision (d) of this article, shall not be precluded from using the provisions of Article 12(e) for carrying over water from the last three months of that year into the first three months of the succeeding year.

(f) Bona Fide Exchanges Permitted

Nothing in this Article shall be deemed to prevent the Agency from entering into bona fide exchanges of project water for use outside the Agency's service area with other parties for project water or nonproject water if the State consents to the use of the project water outside the Agency's service area. Also, nothing in this article

shall be deemed to prevent the Agency from continuing those exchange or sale arrangements entered into prior to September 1, 1995, which had previously received any required State approvals. A “bona fide exchange” shall mean an exchange of water involving a contractor and another party where the primary consideration for one party furnishing water to another is the return of a substantially similar amount of water, after giving due consideration to the time or other nonfinancial conditions of the return. Reasonable payment for costs incurred in effectuating the exchange and reasonable deductions from water delivered, based on expected storage or transportation losses may be made. A “bona fide exchange” shall not include a transfer of water from one contractor to another party involving a significant payment unrelated to costs incurred in effectuating the exchange. The State, in consultation with the contractors, shall have authority to determine whether the transfer of water constitutes “bona fide exchanges” within the mean of this paragraph and not disguised sales.

(g) Other Transfers

Nothing in this article shall be deemed to modify or amend the provisions of Articles 15(a), or Article 41, except as expressly provided for in subdivisions (c) and (d) of this article.

MONTEREY AMENDMENT IMPLEMENTING AND ADMINISTRATIVE PROVISIONS

IT IS FURTHER MUTUALLY AGREED that the following provisions, which shall not be part of the Agency's water supply contract text, shall be a part of this Amendment and be binding on the Parties.

1. All balances of wet weather and Article 12(d) water otherwise available to any contractor executing the Monterey Amendment shall be eliminated as of the effective date of such amendment and no new balances for such water shall be established.

2. **EFFECTIVE DATE OF MONTEREY AMENDMENT**

   (a) No Monterey Amendment to any contractor's water supply contract shall take effect unless and until both of the following have occurred (1) the Monterey Amendments to both the Kern County Water Agency's and the Metropolitan Water District of Southern California's contracts have been executed and no legal challenge has been filed within sixty days of such execution or, if filed, a final judgement of a court of competent jurisdiction has been entered sustaining or validating said amendments; and (2) the State has conveyed the property which constitutes the Kern Fan Element of the Kern Water Bank to Kern County Water Agency pursuant to the Kern Water Bank Contract provided for in Article 52 either on or before October 1, 1996 or, if the conveyance on such date has been prevented by an interim court order, within ninety days after such court order has become ineffective so long as ninety days expires not later than January 1, 2000. The October 1, 1996 date and January 1, 2000 date may be extended unanimous agreement of the State, Kern County Water Agency and The Metropolitan Water District of Southern California.

   (b) The State shall administer the water supply contracts of any contractors that do not execute the Monterey Amendment so that such contractors are not affected adversely or to the extent feasible beneficially by the Monterey Amendments of other contractors' water supply contracts.

   (c) If a court of competent jurisdiction issues a final judgement or order determining that any part of a contractor's Monterey Amendment is invalid or unenforceable, all provisions of that amendment shall be of no force or effect as to such contractor, except as provided in subdivisions (e) and (f) of this paragraph.

   (d) If any part of the Monterey Amendment of the Kern County Water Agency's or The Metropolitan Water District of Southern California's contracts or if the conveyance of the Kern Fan Element of the Kern Water Bank to the Kern County Water Agency provided for in Article 52 is determined by a court of competent jurisdiction in a final judgement or order to be invalid or unenforceable, the Monterey Amendments of all

contractors and the Kern Water Bank Contract shall be of no force and effect except as provided in subdivisions (e) and (f) of this paragraph.

(e) Notwithstanding subdivisions (c), (d), and (f) of this paragraph, if any part of the Monterey Amendment of the Kern County Water Agency's or the Metropolitan Water District of Southern California's contract is determined by a court of competent jurisdiction in a final judgement or order to be invalid or enforceable, and if Articles 52 and 53(i) have been implemented (i.e., the property which constitutes the Kern Fan Element of the Kern Water Bank has been conveyed by the State and the 45,000 acre-feet of annual entitlements have been relinquished to the State), the implementation of the relinquishment shall not be reversed unless the implementation of the conveyance is also reversed, and conversely, implementation of the conveyance shall not be reversed unless implementation of the relinquishment is also reversed. Nothing in this subdivision shall affect any party's right to seek additional damages, compensation or any other remedy available at law or in equity.

(f) The total invalidity or unenforceability of one contractor's Monterey Amendment as provided for in subdivision (c) of this paragraph or of all contractor's Monterey Amendments as provided for in subdivision (d) of this paragraph or of the Kern Water Bank Contract as provided for in subdivision (d) of this paragraph may be avoided only if such invalidity or unenforceability is explicitly waived in writing signed by the State, Kern County Water Agency and The Metropolitan Water District of Southern California. In cases arising under subdivision (c) or (d), the affected contractor whose Monterey Amendment has been determined to be partially invalid or unenforceable must first request the waiver.

3. Financial adjustments or billing related provisions in the Agency's water supply contract impacted by the execution of this Amendment will be first reflected on the Agency's statement of charges beginning January 1, 2025 and prospectively thereafter pursuant to the Agency's water supply contract.

4. **DocuSign**

The Parties agree to accept electronic signatures generated using DocuSign as original signatures. This Amendment shall become effective upon execution by the Parties, unless provided otherwise above for specific provisions of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

Approved as to Legal Form
and Sufficiency:

_____
General Counsel
Department of Water Resources

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

_____
Director

_____
Date

Approved as to form:

Craig Settlemire
Counsel

PLUMAS COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

_____
Chair, Board of Directors

_____
Date

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christopher Driscoll, Deputy Sheriff**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Plumas County Sheriff's Office to pay JBT Marine a non-contract invoice #2023560 in the amount of $1948.61 dollars, for unanticipated labor and expenses related to patrol boat repair; (No General Fund Impact) grant funded; discussion and possible action.**

Recommendation:

Approve and authorize Plumas County Sheriff's Office to pay JBT Marine a non-contract invoice #2023560 in the amount of $1948.61 dollars, for unanticipated labor and expenses related to patrol boat repair ; (No General Fund Impact); discussion and possible action.

Background and Discussion:

One of the Sheriff’s law enforcement patrol boats required specialized service. The vendor was chosen and approved by the Department of General Services (DGS)

Action:

Approve and authorize Plumas County Sheriff's Office to pay JBT Marine a non-contract invoice #2023560 in the amount of $1948.61 dollars

Fiscal Impact:

Grant funded. No General Fund impact

Attachments:

1. JBT marine invoice #2023560

STATE OF CALIFORNIA

EQUIPMENT INSPECTION REPORT

DGS OFAM 6 (Revised 2/2020)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT

To: PLUMAS CO. SHERIFF

Inspector Number	License Number
25	E CF 4689 XC

Date	# of Cyl.	Year	Make	Model	Equipment Type	Odometer or Hourmeter
10/27/23	8	2005	BOULTON	PATROL VESSEL	MA/BOAT	4901HRS

Department	Location	Agency Code	Agency Equipment Number
BOATING & WATERWAYS	SACTO.	32000	90023281 BOAT - 3

Inspection A	Inspection B	Status	Amount Approved	Savings	Disposition
Complete	Mechanical	Repair	$ $1,948.61	$	Retain

Invoice Number: 2023560 **Date:** 10/23/23 **Vendor:** JBT MARINE, **City:** YUBA CITY

Legend: S - Satisfactory I - Instructions R - Repair Accomplished

		S	I	R	Comments
1	VIN No.	☐	☐	☐	
2	Oil-Lube	☐	☐	☐	
3	Preventive Maintenance	☐	☐	✓	, WINTERIZE, LOF,
4	Safety	☐	☐	✓	REPLACE TRAILER ID LIGHT BAR
5	Electrical	☐	☐	✓	REPAIR TRAILER WIRING
6	Tires-Wheels	☐	☐	☐	
7	Body-Fenders	☐	☐	☐	
8	Engine	☐	☐	✓	SPARK PLUGS
9	Drive Train	☐	☐	☐	
10	Cooling	☐	☐	☐	
11	Exhaust	☐	☐	☐	
12	Brakes	☐	☐	☐	
13	Steering	☐	☐	☐	
14	Suspension	☐	☐	☐	
15	Heater-A/C	☐	☐	☐	
16	Emissions	☐	☐	☐	
17	Other	☐	☐	☐	
18	Other	☐	☐	☐	

Survey Recommended	Authorization Number	Inspector of Automotive Equipment Signature	Email Address	Phone Number
☐ YES ✓ NO	25101923-04	KEN WINTERS Digitally signed by KEN WINTERS Date: 2023.10.27 09:11:02 -07'00'	ken.winters@dgs.ca.gov	(916) 591-9296

Instruction to Vendor

Obtain Approval: ☐ YES ☐ NO Estimated Cost: $

STATE OF CALIFORNIA

EQUIPMENT INSPECTION REPORT

DGS OFAM 6 (Revised 2/2020)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT

To: PLUMAS COUNTY SHERIFF

Inspector Number	License Number
25	E

Date	# of Cyl.	Year	Make	Model	Equipment Type	Odometer or Hourmeter

Department	Location	Agency Code	Agency Equipment Number
BOATING & WATERWAYS	SACTO.	32000	

Inspection A	Inspection B	Status	Amount Approved	Savings	Disposition
Complete	Report Only	Select One	$	$	Select One

Invoice Number: _____ **Date:** _____ **Vendor:** _____ **City:** _____

Legend: S - Satisfactory I - Instructions R - Repair Accomplished

		S	I	R	Comments
1	VIN No.	☐	☐	☐	
2	Oil-Lube	☐	☐	☐	
3	Preventive Maintenance	☐	☐	☐	
4	Safety	☐	☐	☐	
5	Electrical	☐	☐	☐	
6	Tires-Wheels	☐	☐	☐	
7	Body-Fenders	☐	☐	☐	
8	Engine	☐	☐	☐	
9	Drive Train	☐	☐	☐	
10	Cooling	☐	☐	☐	
11	Exhaust	☐	☐	☐	
12	Brakes	☐	☐	☐	
13	Steering	☐	☐	☐	
14	Suspension	☐	☐	☐	
15	Heater-A/C	☐	☐	☐	
16	Emissions	☐	☐	☐	
17	Other	☐	✓	☐	JBT Marine, Yuba City, Ca. is a St. of Ca. Dept. of General Services approved marine repair vendor.
18	Other	☐	✓	☐	JBT MARINE, 73 A WILBUR AVE. YUBA CITY, CA. 95991 (530)-742-5752

Survey Recommended	Authorization Number	Inspector of Automotive Equipment Signature	Email Address	Phone Number
☐ YES ☐ NO		KEN WINTERS Digitally signed by KEN WINTERS Date: 2023.11.01 08:03:46 -07'00'	ken.winters@dgs.ca.gov	(916) 591-9296

Instruction to Vendor

Obtain Approval: ☐ YES ☐ NO Estimated Cost: $

JBT MARINE

260 GARDEN HWY #D
YUBA CITY, CA. 95991
SHOP 530-742-5752

AUTHORIZATION#25101923-04

INVOICE #	DATE
2023560	10/19/2023

MECHANIC	WORK TYPE
BOB	ENGINE

STATUS	STATUS DATE
F - Awaiting Payment	10/23/2023

BILL TO

PLUMAS COUNTY SHERIFF
1400 EAST MAIN STREET
QUINCY, CA 95971
SGT BEATLEY 530.927.7376 / DICK WUSTRACK 530.616.0654
[Email Address]

BOAT INFORMATION

Type	Color	Hrs	Main Engine
BOULTON	GREEN	4901	VOLVO 8.1 / PENTA SM1.78 9825 / #A1049516 / 3868912

CF #	Hull #	DGS#
CF 4689 XS	EV100991D505	90023281

DATE	DESCRIPTION OF WORK	QTY	UNIT PRICE	AMOUNT	SHOP HRS
	ENGINE NOT RUNNING WELL / BURNING LOTS OF OIL			-	
	TEST - DIAGNOSE & ADVISE			-	4.00
	DID COMPRESSION TEST - GOOD / RESULTS BELOW			-	
	FOUND A SPARK PLUG WIRE DISCONNECTED / FOUND SPARK PLUGS FOWLED			-	
	REPLACED SPARK PLUGS - A4141-983	8	$ 18.99	151.92	
	CHANGED OIL - SAE 20W-50	6	$ 9.99	59.94	
	CHANGED OIL FILTER - 35-866340Q03	1	$ 34.32	34.32	
	RAN & TESTED ENGINE - ENGINE RAN WELL UNDER LOAD			-	
				-	
	WINTERIZED ENGINE FOR STORAGE			-	4.00
	DRAINED ALL WATER FILLED WITH ANTI-FREEZE THRU OUT COOLING SYSTEM	6	$ 13.99	83.94	
	PUT STABIL IN GAS - 7390522241	1	$ 11.99	11.99	
	FOGGED ENGINE AND CYLINDERS- 9251974	2	$ 13.99	27.98	
	DISCONNECTED BATTERY			-	
				-	
	REPAIRED TRAILER WIRE HARNESS CONNECTOR - 57891	1	$ 7.99	7.99	0.50
	REPAIRED/REPLACED TRAILER ID LIGHT BAR - 52901	1	$ 32.99	32.99	0.50
				-	
				-	
				-	
				-	
	COMPRESSION TEST - RESULTS			-	
	CYL 1: 165 CYL 2: 160			-	
	CYL 3: 155 CYL 4: 170			-	
	CYL 5: 170 CYL 6: 160			-	
	CYL 7: 165 CYL 8: 170			-	
	SHOP SUPPLIES			71.55	
	NON TAXABLE SERVICES	NON TAX TOTAL →	-	SHOP HRS TOTAL →	9.00
	HAZARDOUS WASTE FUEL @ $4.00 per GAL			-	
	HAZARDOUS WASTE OIL @ $2.00 per GAL			-	
	HAZARDOUS WASTE COOLANT @ $1.60 per GAL			-	
	SHIPPING:			-	

Thank you for your business!

JBT MARINE employees may operate above vessel and trailer for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on the above vessel and trailer to secure that JBT MARINE will not be held responsible for loss or damage to the vessel or trailer or articles left in the vessel or trailer in case of fire, theft, amount of repairs thereto, accident or any other cause beyond our control.

TAXABLE SUBTOTAL	$	482.62
TAX @ 7.25%	$	34.99
LABOR @ $159 PER HR	$	1,431.00
Minus Deposit & Credits	$	-
TOTAL	$	1,948.61

APPROVED
DEPT. GEN. SVS. FLEET & ASSET MGMT.
BY: Ken Wenter
INSPECTOR OF AUTOMOTIVE EQUIP.

CUSTOMER SIGNATURE _____
I hereby authorize the above repair work to be completed along with any applicable parts and/or materials.

ANY BOAT LEFT OVER 15 DAYS AFTER COMPLETION IS SUBJECT TO A $25.00 PER DAY STORAGE FEE

JBT MARINE HONORS A 30 DAY WARRANTY ON PARTS AND LABOR

ANY BOAT OR MOTOR LEFT OVER 30 DAYS AFTER COMPLETION WILL BE FORFEITED AND BECOME THE PROPERTY OF JBT MARINE 30 DAYS WARRANTY ON PARTS AND LABOR

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christopher Driscoll, Deputy Sheriff**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Adopt RESOLUTION authorizing the Plumas County Sheriff's Office to apply for and accept funding for the fiscal year 2024-25 Boating Safety and Enforcement financial aid program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** authorizing the Plumas County Sheriff's Office to apply for and accept funding for the fiscal year 2024-25 Boating Safety and Enforcement financial aid program from the State of California Department of Parks and Recreation, Division of Boating and Waterways and authorization to participate in the program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The Boating Safety and Enforcement Financial Aid Program provides funding for the Plumas County Sheriff's Boating Safety and Enforcement Unit to provide education and information on boating safety issues, supervise organized water events, provide assistance to water users, and enforce state and local laws on the waterways in Plumas County. The funding award for BS&E program costs for fiscal year 24/25 is a baseline allocation of $132,511.00. The program requires a county contribution of the estimated county boat tax revenue in the amount of $39,436.44. The grant application is more than the baseline funding to allow for the receipt of additional funds if available. The application amount is not the program total, it will be the award amount.

Action:

Adopt the resolution allowing the Sheriff's Office to accept the funding.

Fiscal Impact:

No General Fund impact- Grant Funded

Attachments:

1. 3076_001

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS AUTHORIZING THE PLUMAS COUNTY SHERIFF'S OFFICE TO APPLY FOR AND ACCEPT FUNDING FOR FISCAL YEAR 2024-25 BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS AND AUTHORIZATION TO PARTICIPATE IN THE PROGRAM.

WHEREAS funding from the Boating Safety and Enforcement Financial Aid Program helps support the provision of necessary law enforcement services on the waterways of Plumas County; and

WHEREAS Harbors and Navigation Code Section 663.7 and California Code of Regulations Section 6593 together require that certain assurance be provided as a condition of receiving such financial aid; and

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Sheriff, or his designee, is hereby authorized and directed on behalf of the COUNTY OF PLUMAS, a political subdivision of the State of California, to sign and submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2024-25, and accept, if awarded, funding in the anticipated amount of $132,511.00, to sign the departments forms for each reimbursement claim, and to do and perform everything necessary to carry out the purpose of this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas that the Plumas County Sheriff's Office is authorized to participate in the Fiscal Year 2024-25 Boating Safety and Enforcement Financial Aid Program, that it shall expend on boating safety programs not less than an amount equal to 100% of the amount received by the County from personal property taxes on vessels, and that the County Auditor is authorized to certify the amount of prior year vessel taxes received by the County.

DULY PASSED AND ADOPTED this 19th day of December, 2023 by the Board of Supervisors of the County of Plumas by the following vote:

AYES:

NOES:

ABSENT:

_____ _____

Greg Hagwood, Chair Board of Supervisors Date

ATTEST: _____ _____

Allen Hiskey, Clerk of the Board Date

Approved as to form:

Joshua Brechtel
Deputy County Counsel

Boating Safety and Enforcement Aid Program
Proposed Program Costs -- 801.1
Fiscal Year 24/25

Agency PLUMAS COUNTY SHERIFF'S OFFICE

Address 1400 E. MAIN ST QUINCY, CA 95971 **County** PLUMAS

Proposed Program Costs

1. Personnel (Form 801.2)	$188,802.46
2. Operations, Maintenance and Equipment (Form 801.3)[a/]	$106,437.50
3. Total direct BS&E proposed program cost (2+3)	$295,239.96
4. Administrative costs[b/]	$11,743.22
5. Total BS&E proposed program costs (3+4)	$306,983.18
6. Less: Boat Taxes (Form 801.4)	$39,436.44
7. Total Net Proposed Program Cost (5-6)	$267,546.74

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of form 801.3.

b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

County Authorized Representative:

SIGNATURE

DATE

Todd Johns, Sheriff

TYPED NAME

530-283-6375

TELEPHONE

California State Parks and Recreation

State of California - Natural Resources Agency

Application for Financial Aid -- 801
Fiscal Year 24/25

Agency PLUMAS COUNTY SHERIFF'S OFFICE **County** PLUMAS

Address 1400 E. MAIN ST QUINCY, CA 95971

General Description of Boating Safety and Enforcement Programs:

(Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet).

The Plumas County Sheriff's Boating Safety & Enforcement unit has a strong presence on the recreational and fishing lakes throughout the county. They enforce state and local laws, as well as county ordinances in order to provide regulation and safety in all boating activities. Boating safety and awareness presentations are conducted as often as possible, and they offer information, exhibits, and displays. Random boat inspections are performed regularly to insure that all vessels and their operators comply with the law. The BS&E unit provides safety, protection and supervision at organized water events to insure that operation and safety requirements are observed and the laws enforced.

Waterways to be Patrolled					Estimated Density by Quarter[a/]			
Lakes, Open Ocean	Area in Square Miles	Primary Usage[b/]	Type(s) of Patrols[c/]	FT or PT[d/]	1st	2nd	3rd	4th
1. Lake Almanor	43.75	B	Boat, Foot & Vehicle	FT	2484			1818
2. Antelope Lake	1.45	B	Boat, Foot & Vehicle	FT	205			128
3. Bucks Lake	10.3	B	Boat, Foot & Vehicle	FT	615			502
4. Butt Lake	5	A	Boat & Foot	FT	57			39
5. Lake Davis	5.3	A	Boat & Vehicle	FT	132			99
6. Frenchman Lake	6.2	B	Boat, Foot & Vehicle	FT	423			186
7. Little Grass Valley Reservoir	2.2	B	Boat, Foot & Vehicle	FT	101			19
8.								
9.								
10.								
11.								
12.								
13.								
Rivers	**Length in Miles**	**Primary Usage[b/]**	**Type(s) of Patrols[c/]**	**FT or PT[d/]**	**1st**	**2nd**	**3rd**	**4th**
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

a/ Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

b/ A = Fishing; B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

c/ On-water, foot, truck/vehicle, and/or air

d/ FT = Full-time; PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.

Boating Safety and Enforcement Aid Program
Proposed Personnel Costs -- 801.2
Fiscal Year 24/25

Agency Plumas County Sheriff's Office **County** Plumas

Proposed Personnel Costs

Employee Compensation

	Title	Grade	No. Hours or Months	Pay per Hour or Month	Total Compensation
1.	Boat Patrol Officer	2582A	625.00	$25.82	$16,137.50
2.	Boat Patrol Officer	2582A	575.00	$25.82	$14,846.50
3.	Boat Patrol Officer	2582A	575.00	$25.82	$14,846.50
4.	Boat Patrol Officer	2582A	575.00	$25.82	$14,846.50
5.	Boat Patrol Officer	2582A	575.00	$25.82	$14,846.50
6.	Boat Patrol Officer	2582A	575.00	$25.82	$14,846.50
7.	Boat Patrol Officer	2582A	575.00	$25.82	$14,846.50
8.	Boat Patrol Officer	2582A	575.00	$25.82	$14,846.50
9.	Deputy Sheriff	2930E	40.00	$53.45	$2,138.00
10.	Deputy Sheriff	2994L2	40.00	$60.27	$2,410.80
11.	Deputy Sheriff	2844D	40.00	$49.41	$1,976.40
12.	Deputy Sheriff	2844E	40.00	$51.90	$2,076.00
13.	Sergeant	3464L5	40.00	$80.67	$3,226.80
14.	Boat Patrol Officer	2582A	50.00	$38.73	$1,936.50
15.	Boat Patrol Officer	2582A	40.00	$38.73	$1,549.20
16.	Boat Patrol Officer	2582A	40.00	$38.73	$1,549.20
17.	Boat Patrol Officer	2582A	30.00	$38.73	$1,161.90
18.	Boat Patrol Officer	2582A	25.00	$38.73	$968.25
19.	Boat Patrol Officer	2582A	25.00	$38.73	$968.25
20.	Boat Patrol Officer	2582A	30.00	$38.73	$1,161.90
21.	Total		5,090.00		$141,186.20

22. Average Customary Fringe Benefit Percent 33.72586000%

23. Total Proposed Personnel Costs $188,802.46

Boating Safety and Enforcement Aid Program
Proposed Operations, Maintenance and Equipment Costs -- 801.3
Fiscal Year 24/25

Agency Plumas County Sheriff **County** Plumas

Patrol Vessels: Fuel $40,000.00 + Repair $25,000.00 + Storage $12,800.00 = $ 77,800.00

Vehicles: Miles 2,500 Mileage Allowance 0.655 = 1,637.50

LIST OTHER O&M AND EQUIPMENT

1. Uniform Allowance/Protective Clothing	$	6,000.00
2. Maintenance Supplies & Equipment	$	10,000.00
3. Other Equipment & Supplies	$	7,000.00
4. Watercraft Insurance	$	4,000.00
5.	$	
6.	$	
7.	$	
8.	$	
9.	$	
##	$	
11.	$	
12.	$	
13.	$	
14.	$	
15.	$	
16.	$	
17.	$	
18.	$	
19.	$	
20.	$	
21.	$	
22.	$	
23.	$	
24.	$	
25.	$	
Total	$	106,437.50

Fiscal Year 24/25

Agency PLUMAS COUNTY SHERIFF'S OFFICE

County PLUMAS

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year $ 39,436.44

Certification

I attest that I am a duly authorized representative of the auditor's office of

PLUMAS county/city;

and that this calculation results in the best estimate of boat tax revenues

for the fiscal year noted.

Martee Graham — SIGNATURE

December 6, 2023 — DATE

Martee Graham, Auditor-Controller — TYPED NAME AND TITLE

530-283-6249 — TELEPHONE

R

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Mike Grant, Deputy Sheriff II - Communication Coordinator**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and Lassen County, in conjunction with a Community Funding Project originating with Congressman Doug LaMalfa, effective December 19, 2023;** Approve and authorize the Sheriff to begin expenditures **not to exceed $813,550.00; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and Lassen County effective December 19, 2023; Approve and authorize the Sheriff to begin expenditures not to exceed $813,550.00; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

In April 2022, your Board authorized the Sheriff's Office to pursue grant funding in the form of a joint application with Lassen Co. to replace and/or update both counties' Sheriff's Office communication systems. This was originally a Community Project Funding opportunity originating with Congressional representative Doug LaMalfa that ended up being managed by the US Dept of Justice Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program.

Lassen County is the lead agency in this effort and Plumas County is a sub-grantee of the grant, which was recently awarded in the sum of $1,405,000. The grant term is from 1/1/23 to 12/31/26. Plumas County will receive $813,550 of the total grant award. This will provide funding to upgrade the current law enforcement repeaters, and microwave system, adds radio over IP control, adds a generator building for Dyer Mountain, and provide additional funding to interface 911, radio, and records management systems with Lassen County. The Dept. of Justice requires an MOU to be in place for all sub-grantees before the funding is released. As this grant award was anticipated, it is budgeted within Dept. 70375 and the Sheriff requests authorization to start expending the grant funds consistent with the award and within County Purchasing Policy Guidelines.

Action:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County (department) and Lassen County); effective December 19, 2023; Approve and authorize the Sheriff to begin expenditures not to exceed $813,550.00; (No General Fund Impact).

Fiscal Impact:

(No General Fund Impact) This Memorandum of Understanding/Grant Award is paid for through a grant from the US Dept. of Justice

Attachments:

1. Plumas-Lassen MOU
2. OJP Revised Budget - Plumas 11272023

MEMORANDUM OF UNDERSTANDING FOR LASSEN AND PLUMAS COUNTY EMERGENCY COMMUNICATIONS INTEGRATION PROJECT AND CONTINUED COOPERATION

This memorandum of understanding ("MOU") is made and entered into by and between the parties, LASSEN COUNTY (Recipient), and PLUMAS COUNTY(Subrecipient),

I. Purpose

Lassen and Plumas Counties, through the EMERGENCY COMMUNICATIONS INTEGRATION PROJECT desire to create a cooperative agreement to facilitate the planning, operation and maintenance of the Lassen/Plumas Emergency Communications Network (LPECN) in order to more effectively serve their separate communities with 911 service. Under this agreement, Lassen County will be the recipient and fiduciary agent for Plumas County, the subrecipient. By establishing this relationship and system, LCSO and PCSO can provide redundant, robust, and continual 911 services for Lassen and Plumas County residents.

Plumas County and Lassen County Sheriffs' Offices operate largely independent Public Safety Answering Points (PSAPs) and recognize a need to move toward an emergency call handling system capable of supporting multiple PSAPs. To this effect, there has been an acquisition of compatible 911 and non-emergency phone systems, a compatible radio console system and a fiber optic tie between the two 911 Dispatch Centers that allow for interoperability. Additionally, Lassen County transitioned to a new records management and computer aided dispatch (CAD) program in 2021, and Plumas County is currently in the process of moving to the same systems, allowing records and CAD compatibility. This project will permit the connection and integration of Plumas County and Lassen County emergency Communication Networks, as well as providing microwave links between the 911 Dispatch Centers, and improving the networks in each county. A common shared system will financially and operationally benefit the PSAPs.

Lassen County and Plumas County have jointly applied for Community Project Funding through Congressman Doug LaMalfa's Office which was awarded and will be managed through the Community Oriented Policing Services (COPS) Technology and Equipment fund through the Justice Department which funds a large amount of critical infrastructure necessary to make this collaboration happen. The totals of grant funds will be $589,970.00 earmarked for communication infrastructure improvements in Lassen County, and $813,550.00 for communication infrastructure improvements for Plumas County as outlined in the grant application. An MOU approved by the Board of Supervisors in both counties is necessary in order receive those funds. Under this MOU, Lassen County would function as the fiduciary agent in order to receive and administer the funds and distribute them appropriately for the projects outlined in the grant application.

This MOU is intended to provide a strategic path forward towards complete integration of the LPECN as well as future cooperation between the Departments and Counties. The MOU summarizes the current intentions of the participating parties and should be amended as necessary to accomplish the goal of fully integrating the Member Agencies and potential future technological advances and dispatching PSAPs.

II. Definitions

A. Hosted LPECN – the LPECN infrastructure of the 911 system operated for the benefit of the Agencies that are bound by the terms of this MOU.

B. Common Equipment – Equipment that is required for the participating Agencies to have in order to receive and process calls on the multinode system. Common equipment includes but is not limited to: client workstation monitors, local central processing units, gateways, routers, switches and other peripherals located in the PSAPs that are necessary in order to receive grant funds.

C. Data – the facts, detailed information, or other materials provided by eachindependent Agency.

III. Responsibilities of the Parties

A. Plumas County and Lassen County shall work cooperatively to:

1. Conduct an ongoing assessment of the Plumas and Lassen County PSAP and interoperable communication needs.

2. Develop procedures for the ongoing maintenance, operation, administration, and enhancement of the selected LPECN solution that maximizes shared 911 telephony communication equipment, communication console systems and CAD/Records Management Systems between the Agencies, while maintaining the confidentiality of privileged information shared through the system.

3. The Agencies shall work in a variety of ways to facilitate sharing LPECN equipment in an effort to improve the 911 call handling and dispatching efforts of their respective agencies and Public Safety Answering Points (PSAP).

B. Information Ownership and Release:

1. Agencies shall retain control of and remain the official custodian of all information they respectively contribute to the LPECN system. Any data present in the hosted LPECN system is proprietary information of the Agency contributing that data.

2. Data Access – access to Agency data will be provided utilizing a secure network maintained by the Agencies as necessary for the effective operation of the system. Agencies shall determine which data records are to be shared within the shared LPECN system and shall maintain the databases to share the information that has been agreed upon in advance. Each Agency shall strive to identify and achieve common interests to enhance public safety while maintaining compliance with privacy, public records, and criminal history records laws.

3. Security Requirements – Agencies agree to maintain and enforce security requirements for the system. Each Agency is responsible for the internal agency security of its records and any technical support necessary to ensure security.

C. Funding Costs, Personnel, and Financial Considerations:

1. Fiduciary Agent - Lassen County is the recipient and Plumas County is the Subrecipient. Lassen County will be bound as the fiduciary agent in the administration and disbursement of funds as outlined in the proposal.

2. Each County shall be responsible for utilizing its own documented procurement procedures and complying with the Procurement Standards in the Uniform Guidance at 2 C.F.R. § 200.317 through § 200.327.

3. Plumas County, as the subrecipient, shall make available to Lassen County, as the recipient, all procurement related documentation, including, but not limited to, receipts, invoices, bid specifications, bid solicitations, bid awards and procurement policies. This documentation shall be submitted to Lassen County once annually and, at any time it is requested by Lassen County.

4. Plumas County shall maintain all supporting documentation related to Plumas Count's grant fund expenditures and provide those documents upon request.

5. In the event any Plumas County federally funded purchases or projects are disallowed by federal grant administrator, and reimbursement is sought by the federal grant administrator from Lassen County as the responsible fiduciary, Plumas County shall, within 45 days, remit said amounts to Lassen County. Plumas County agrees to indemnify Lassen County in full for any payments made on behalf of Plumas County for purchases or projects which are disallowed or otherwise rejected.

6. Lassen County shall be solely responsible for any Lassen County federally funded purchases or projects that are disallowed or otherwise rejected by the federal grant administrator.

7. Costs – All proposed improvements in the grant application will be reimbursed by funds out of the grant. Other, unanticipated costs shall be allocated by agreement between the governing bodies of the Agencies. Agency employees working for the benefit of the LPECN system will remain employees of their own respective Agencies.

8. Upon termination or expiration of the grant funds (expected in October 2027), the agencies will identify and agree to a cost sharing plan for continued system operation.

9. If the governing bodies cannot agree on future cost sharing under this agreement, then this agreement shall be terminated as soon as is reasonably possible.

D. Additional Agencies – Additional PSAP agencies may participate in this agreement upon approval of Lassen and Plumas Counties. An amendment to this MOU shall be signed by the existing parties and the additional PSAP agency.

IV. General Provisions

A. Effective Date and Term of the MOU – the effective date of this MOU is the date on which the last participating governing body executes the MOU. The MOU shall remain in effect until terminated as provided herein.

B. Independent Entities. The parties are independent entities and each party's employees, officers, and volunteers are not to be considered agents or employees of the other.

C. Entire Agreement- This signed MOU [7 pages] represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. Amendments – This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

E. MOU Termination – This MOU may be terminated by mutual agreement of all Member Agencies. Any Member Agency may terminate its participation in the MOU with or without cause upon a 180-day prior written notice.

F. Liability and Indemnification –Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

G. Insurance - Each Agency, at its sole cost and expense, shall carry insurance, or self-insure, for its activities in connection with this MOU, and obtain, keep in force, and maintain, insurance or self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Agency shall provide property insurance coverage for any equipment that it provides.

H. Applicable, Law and Venue – The parties mutually understand and agree this MOU shall be governed by and interpreted pursuant to the laws of the State of California. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the Lassen Superior Court. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement in executing this MOU. This provision is not intended, nor shall it be construed to waive the Parties' governmental immunity as provided in this MOU.

I. Governmental Immunity – The parties do not waive their Governmental Immunity, as provided by any applicable law by entering into this MOU. Further, the parties each fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU. The parties, however, agree

to waive their respective immunities, solely for purpose of enforcing the terms and conditions of this MOU.

J. Discrimination – All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, national origin, disability, sex, or sexual orientation.

K. ADA Compliance – All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

L. Force Majeure – None of the parties shall be liable for failure to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

M. Notices – All notices required and permitted under this Agreement shall be deemed to have been given when deposited in the U.S. Mail, properly stamped, and addressed to the party at such party's address listed in Section I., herein and when delivered personally to such party.

N. Third Parties – The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall insure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties' signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition intended nor shall it be construed to waive all of the parties immunities.

O. Severability – If any term, provision or condition of this Agreement shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections and clauses shall not be affected.

P. Limitation on Payment – The parties' obligations to perform under this Agreement are conditioned upon the availability of funds which are appropriated or allocated for the purpose of carrying out this Agreement. Any party to this Agreement wishing to exercise their rights pursuant to this provision shall notify the other parties at the earliest possible

time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the party knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to any of the parties to this Agreement in the event this provision is exercised, and the party or parties shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

Q. Environmental – Any proposed projects that must meet the requirements for a National Environmental Policy Act (NEPA) review shall be the sole responsibility of the County responsible for the completion of the project. Lassen County as the grant recipient shall determine, in consultation with the grant administrators, if supporting NEPA documentation or consultation will occur directly with Plumas County or Lassen County. If the grant administrator requires said NEPA review to go through Lassen County, Plumas County agrees to fully indemnity, defend and hold Lassen County harmless from any costs, losses, claims, demands, or expenses related to said review. If the federal grant administrator requires NEPA approval prior to any grant funding being issued to either County, each County agrees to obtain NEPA approval at the earliest possible time so as to avoid delay of the issuance of funding for all parties.

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MEMORANDUM OF UNDERSTANDING FOR LASSEN AND PLUMAS COUNTY EMERGENCY COMMUNICATIONS INTEGRATION PROJECT AND CONTINUED COOPERATION

Signature Page

Plumas County

By: _____ Date: _____
Greg Hagwood, Chair, Board of Supervisors

ATTEST:

By: _____ Date: _____
Allen Hiskey, Clerk of the Board

Approved as to form:

_____ Date: 12/4/2023
Joshua Brechtel
Deputy County Counsel

COUNTY OF LASSEN

By: _____ Date: _____
Richard Egan, Lassen County CAO

Reviewed and approved as to form only:

By: _____ Date: _____
Amanda Uhrhammer, Lassen County Counsel

Project	Cost/ea	Cost	Year 1	Year 2	Year 3	Year 4	Total
Replace 9 existing microwave links	$41,000	$369,000	$0	$369,000	$0	$0	$369,000
Replace 2 Law Enforcement base Stations	$24,000	$48,000	$0	$48,000	$0	$0	$48,000
Replace 5 Law Enforcement Repeaters	$25,000	$125,000	$0	$125,000	$0	$0	$125,000
Software and Radio System Intergration	$121,550	$121,550	$0	$65,000	$30,000	$26,550	$121,550
Prefab power and generator structure	$150,000	$150,000	$0	$15,000	$135,000	$0	$150,000
	Total	813,550					

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Chad Hermann, Undersheriff**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Plumas Sierra Telecommunications, (PST) a broadband service provider; effective 12/19/2023; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Plumas Sierra Telecommunications, (PST), a broadband internet service provider; effective December 19th, 2023; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Numerous commercial users on Radio Hill desire a fiber connection to bolster their communication needs, which ultimately will give the public more options for broadband access and help cellular carrier provide a better product at the Radio Hill site.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Plumas Sierra Telecommunications, (PST), a broadband internet service provider; effective December 19th, 2023

Fiscal Impact:

No fiscal impact to the County.

Attachments:

1. 23-209 PSTELECOM FINAL SIGNED (1) (1)

AGREEMENT FOR FIBER-OPTIC CONNECTIVITY ON RADIO HILL

This fiber-optic connectivity agreement, dated the ____ day of _____, 2023, is between the Plumas County Sheriff's Office, "PCSO", and Plumas-Sierra Telecommunications, "PST", in order to provide fiber-optic connectivity to users on Radio Hill.

The PCSO desires to be able to offer fiber-optic connectivity for its tenants and prospective tenants on Radio Hill.

PST is a telecommunications utility that provides fiber connectivity on Radio Hill to benefit Plumas County and the PCSO. This connectivity allows the PCSO to attract Radio Hill tower tenants that would not otherwise rent tower/building space without fiber-optic access.

It is agreed that PST is a utility providing a service, not a tenant renting space on Radio Hill. As such, PST is not subject to recurring fees or any other charges by Plumas County and/or the PCSO. The PCSO also agrees that PST will invoice its customers separately for any services they receive from PST connecting at Radio Hill.

PST agrees to install a conduit, fiber-optic cable, and a fiber-optic patch panel for connectivity inside the PCSO building on Radio Hill. The patch panel will be secured with a locking cover, to be provided by PST.

The PCSO will provide PST with a 15 inch high by 20 inch wide by 4 inch deep space on a wall in order to house the wall mounted patch panel and enclosure. As the patch panel is a passive device, no electric power is required as part of this agreement.

The PCSO, upon receipt of a valid letter of agency (LOA) from PST, will allow Radio Hill tenants to run fiber cross connects to be left hanging adjacent to PST's patch panel. PST will complete the connection of the hanging cable to the patch panel. Only PST personnel are authorized to directly access PST's patch panel.

Tenants of PCSO may also permit PST to install equipment in the tenants' racks. PCSO will permit PST personnel to install such equipment upon receipt of a valid LOA from PCSO's tenant. PCSO will not charge PST for such installations, and will not charge its tenants beyond what they would pay to use equivalent space and power for their own use.

The initial term of this agreement is for five years and will automatically renew for successive five-year terms unless canceled by either party in writing within ninety days of the agreement renewal date.

Plumas County Board of Supervisors
Name: Greg Hagwood
Title: Chair
Signature:_____
Date:_____

Attest-
Name:_____
Title: Clerk of the Board
Signature:_____
Date:_____

Plumas-Sierra Telecommunications
Name: Robert Marshall
Title: CEO
Signature: Robert W Marshall
Date: 7-28-23

Name: Bill Newberg
Title: CFO
Signature:
Date: 7/28/23

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Todd Johns, Sheriff**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Undersheriff's contract and wages; discussion and possible action.**

Recommendation:
Approve and authorize Chair to update, ratify and sign an agreement between Plumas County Sheriff's Office and Chad Hermann, Plumas County Undersheriff; effective June 5, 2022 (General Fund Impact) as approved in the (FY23/24 budget; discussion and possible action.

Background and Discussion:
In May of 2022, the Plumas County Department Heads received a pay increase which was based off a ten comparison which the Undersheriff is entitled to per the contract drafted by former County Counsel Gretchen Stuhr. Over the past 17 months, this issue has not been resolved despite numerous attempts. Due to recent pay increases for employees at the Sheriff's Office, the Undersheriff's wages need to be adjusted to show fair compensation. This issue is being brought to the Plumas County Board of Supervisors for discussion and possible action.

Action:

Approve the wage increase and back pay owed from June 5, 2022 when the Plumas County Department Heads wages increases went into effect. Remove the contract as discussed with County Counsel after wages are addressed

Fiscal Impact:

General Fund Impact

Attachments:
1. BOS LETTER US Pay (4)

The pay scale that was adopted for the Plumas County Undersheriff was set in contract in 2021 and established pay at A step $34.21 per hour through L5 step of $53.13 per hour. At the time, the contract written by former County Counsel Gretchen Stuhr and provided wage increases on page 3 as follows: "Contract Employee shall receive cost of living adjustments based on the County's agreement with other County appointed department heads."

In May of 2022, County Department Heads were provided an "Updated Base Wage Increase" that was approved by the Board of Supervisors. This base increase was the result of a 10-county comparison survey conducted by the Director of Human Resources, and was proposed as a way to be competitive with other jurisdictions that had received cost of living increases. In July of 2022, during a conversation with County Counsel Stuhr and Human Resources Director Selvage, County Counsel advised that per contract, the Undersheriff position should have been included in the base wage increase.

In February of 2023, H.R. Director Selvage confirmed this conversation by providing the calculated rate of pay for the position of Undersheriff based on the same 10-county comparison used for all county department heads and advising that Sheriff could move forward with implementing the new wage. This rate changed A step to $53.93 per hour and L5 step at $83.66 per hour.

We recognize, this would cause the Undersheriff's pay to be substantially higher than the Sheriff's pay, which creates a problem from a compaction standpoint.

In trying to resolve this issue through researching the 10-county comparison and develop a process to move forward, a few issues were discovered making a simple fix somewhat difficult. This was exacerbated by the Plumas County Employee's Association receiving a 20% pay increase in July of 2023 resulting in over ten subordinates being financially compensated higher than the Undersheriff. The issues noted are:

1) The 10-county comparison pay increase for department heads is not compatible to the same pay increases provided to elected officials potentially causing wage disparity for some elected positions. This causes discrepancies in the county pay scale with job classifications.

2) Having an elected position's pay to low artificially caps all subordinates' wages eventually causing a compaction issue when subordinates receive raises. This is caused by elected officials only having 5 longevity increases compared to 4 step increases and 5 longevity increases for subordinates.

3) Having three varying pay scales within one department is not viable. Currently:
    a. Sheriff: Elected and wage set by BOS and pay only increases with CPI
    b. Elected officials only have 5 step increases which causes artificial wage cap for subordinates.

c. Undersheriff: Contracted wage set by contract and tied to Department Heads
d. Department Staff: Wage set by county and increases tied to Assoc. contract.

4) Not using the same mechanism to increase pay within a department will continue to cause compaction within the departmental pay scale.

The discrepancy in the Undersheriff's pay needs addressed quickly and properly.

Option 1:

Follow the 10-County comparison provided by the Human Resources Director to show consistency of pay within our county as comparable to the ten like counties used in the survey. Step A at $53.93 per hour and L5 rate of $83.66 per hour. This would probably require an additional 10 county comparison for the position of Sheriff for proper compensation.

Option 2: (Recommended)

Set the Undersheriff's wage to be comparable by position in the 10-county comparison matrix, but less than the initial 10-county comparison pay rate, ($53.93 A-step) initially proposed. Start A-step rate at $46.10 per hour through L5 rate at $75.05 per hour. This may also require Sheriff's pay scale to be adjusted slightly. The proposed A-step is 22% below the Sheriff's base pay and 15% above the Patrol Commander's base pay. Moving forward, the Undersheriff's contract should have the any wage increase attached to the Plumas County Sheriff's Employee Association and not tied to the Department Heads. By doing this, there would not be any further compaction issues within the Sheriff's Office chain of command which has been prevalent over the past year or two.

I believe the wage proposed is a direct reflection of importance of paying a position properly in order to compensate the position for the work required. Factors to considered are:

- Number of staff supervised, 72 when fully staffed. Includes Patrol, Corrections, Communications and Clerical.
- Responsible for Sheriff's Budget, largest General Fund contribution.
- POST Requirements and law enforcement certifications.
- 24-callout on law enforcement emergency and hazardous calls for service.
- Responsible for split second life or death decisions.
- Not eligible to receive overtime, (subordinates able to receive overtime for same work provided).
- Promotional growth to entice future Undersheriff candidates.
- Consistent and comparable with other county departments. It also shows consistency with the 10-county comparison used for County Department Heads in the May 2022 "Updated Base Wage Increase."

If this wage increase is accepted by the County Board of Supervisors, it would need to be retroactive to May of 2022 to be consistent with the pay increases given to Plumas County Department Heads. The Undersheriff and Sheriff made numerous attempts to get the wage disparity addressed over the past 18 months and the employee should not be penalized for the delay.

I thank you for your time and consideration with this matter.

Todd Johns,
Plumas County Sheriff / Coroner

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Chad Hermann, Undersheriff**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and United States Forest Service, a governmental agency land lease agreement for Snake Lake Range; discussion and possible action.**

Recommendation:
Discussion and approve to accept the land lease agreement for the Snake Lake Range from the United States Forest Service.

Background and Discussion:
Since the mid 1980's, The Plumas County Sheriff's Office has leased the land commonly known as the Snake Lake Range from the United States Forest Service. The lease requires the lessors of the property to keep the land free of debris and maintain the water collection pools for lead mitigation. The range is used by numerous local law enforcement agencies and local sport shooting enthusiasts.

Action:

Discussion and approve to accept the land lease agreement for the Snake Lake Range from the United States Forest Service.

Fiscal Impact:

General fund impact if application fees are not waived by the United States Forest Service.

Attachments:
1. SF-299 Permit Application (1) (1)

STANDARD FORM 299
APPLICATION FOR TRANSPORTATION, UTILITY SYSTEMS, TELECOMMUNICATIONS AND FACILITIES ON FEDERAL LANDS AND PROPERTY

FORM APPROVED
OMB Control Number: 0596-0249
Expiration Date: 02/28/2023

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application for an authorization (easement, right-of-way, lease, license or permit), the applicant should completely review this package, including instructions, and schedule a pre-application meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the pre-application meeting.

Application Number

Date Filed

1. Name and address of applicant

2. Name and address of authorized agent if different from item 1

3. Applicant telephone number and email:

Authorized agent telephone number and email:

4. As applicant are you? *(check one)*

a. ☐ Individual
b. ☐ Corporation*
c. ☐ Partnership/Association*
d. ☐ State Government/State Agency
e. ☐ Local Government
f. ☐ Federal Agency

** If checked, complete supplemental page*

5. Specify what application is for: *(check one)*

a. ☐ New authorization
b. ☐ Renewing existing authorization number
c. ☐ Amend existing authorization number
d. ☐ Assign existing authorization number
e. ☐ Existing use for which no authorization has been received *
f. ☐ Other*

** If checked, provide details under item 7*

6. If an individual, or partnership, are you a citizen(s) of the United States? ☐ Yes ☐ No

7. Project description (describe in detail): (a) Type of use or occupancy, *(e.g., canal, pipeline, road, telecommunications);* (b) related structures and facilities; (c) physical specifications *(Length, width, grading, etc.*); (d) term of days/years needed: (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for activity/construction *(Attach additional sheets, if additional space is needed.)*

8. Attach a map covering area and show location of project proposal.

9. State or Local government approval: ☐ Attached ☐ Applied for ☐ Not Required

10. Nonrefundable application fee: ☐ Attached ☐ Not required ☐ To be determined by agency

11. Does project cross international boundary or affect international waterways? ☐ Yes ☐ No *(if "yes," indicate on map)*

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

13a. Describe other alternative locations considered.

b. Why were these alternatives not selected?

c. Give explanation as to why it is necessary to use or occupy Federal assets (lands or buildings).

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. *(Specify number, date, code, or name)*

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability; and, (g) historic or archaeological resources or properties.

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plant life, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

19. State whether any hazardous material, as defined in this paragraph, would be used, produced, transported or stored on or in a federal building or federal lands or would be used in connection with the proposed use or occupancy. "Hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include (or in the case of approval provided after this permit is issued, shall be amended to include) specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

20. Name all the Federal Department(s)/Agency(ies) where this application is being filed.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant	Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation utility systems telecommunication installations facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.

2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.

3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.

4. Systems for the transmission and distribution of electric energy.

5. Wired and wireless systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.

6. Improved right-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.

7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application must be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 *(or a local Forest Service Office)*

Department of the Interior
Bureau of Indian Affairs (BIA)
Alaska Regional Office
709 West 9th Street
Juneau, Alaska 99802
Telephone: (907) 586-7177

Department of the Interior
Alaska State Office
Bureau of Land Management
222 West 7th Avenue #13
Anchorage, Alaska 99513
Public Room: 907-271-5960
FAX: 907-271-3684
(or a local BLM Office)

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director 1011
East Tudor Road Anchorage, Alaska
99503 Telephone: (907) 786-3440

National Park Service (NPS)
Alaska Regional Office
240 West 5th Avenue
Anchorage, Alaska 99501
Telephone: (907) 644-3510

Note - Filings with any Interior agency may be filed with any office noted above or with the Office of the Secretary of the Interior, Regional Environmental Officer, P.O. Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual department/agencies may authorize the use of this form by applicants for transportation, utility systems, telecommunication installations and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.

8 Generally, the map must show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.

9, 10, and 12 The responsible agency will provide additional instructions.

13 Providing information on alternate locations in as much detail as possible, discussing why certain locations were rejected and why it is necessary to use Federal assets will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate locations as related to current technology and economics.

14 The responsible agency will provide instructions.

15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.

16 through 19 Providing this information with as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, do not address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

EFFECT OF NOT PROVIDING INFORMATION

Disclosure of the information is voluntary. If all the information is not provided, the proposal or application may be rejected.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from proponents and applicants requesting a right-of-way, permit, license, lease, or certification for use of Federal assets. The Federal agencies use this information to evaluate a proponent's or applicant's proposal to use Federal assets.

BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0249. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The authority to collect this information is derived from 47 U.S.C. 1455(c)(3) and 16 U.S.C. 3210.

USDA NONDISCRIMNATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide instructions	CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS	ATTACHED	FILED*
a. Articles of Incorporation	☐	☐
b. Corporation Bylaws	☐	☐
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State	☐	☐
d Copy of resolution authorizing filing	☐	☐
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	☐	☐
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	☐	☐
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	☐	☐
II - PUBLIC CORPORATIONS		
a. Copy of law forming corporation	☐	☐
b. Proof of organization	☐	☐
c. Copy of Bylaws	☐	☐
d. Copy of resolution authorizing filing	☐	☐
e. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	☐	☐
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY		
a. Articles of association, if any	☐	☐
b. If one partner is authorized to sign, resolution authorizing action is	☐	☐
c. Name and address of each participant, partner, association, or other	☐	☐
d. If application is for an oil or gas pipeline, provide information required by item "I - f" and "I - g" above.	☐	☐

*****If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information *(e.g., number, date, code, name)*. If not on file or current, attach the requested information.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Mike Grant, Deputy Sheriff II - Communication Coordinator**
MEETING DATE:	**December 19, 2023**
SUBJECT:	Approve and authorize to begin the fixed asset purchase of search and rescue equipment; total not to exceed $239,824.00; (No General Fund Impact) Title III Funding; discussion and possible action. **Four/Fifths Roll call vote**

Recommendation:
Approve and authorize the fixed asset purchases for search and rescue equipment.

Background and Discussion:
Previously, the Sheriff's Office had submitted applications for Title III funding specifically for search and rescue-related equipment, which was approved by the Board on August 8, 2023. The Sheriff's Office is now ready to begin the acquisition of these fixed assets as follows - Aerial Drones, not to exceed $35,000 (2023 Title III Award); Underwater Remotely Operated Vehicle, not to exceed $45,000 (2023 Title III Award); Two snowmobiles and a trailer, not to exceed $42,500 (2023 Title III Award); 4x4 SUV equipped for search and rescue operations, not to exceed $80,000 (2023 Title III Award); up to four electric bikes, not to exceed $22,324 (2022 Title III Award); and UTV snow tracks, not to exceed $16,000 (2021 Title III Award), Total of $239,824.00 from Dept 70331 in Fiscal Year 23/24 per the submitted Sheriff's Office budget.

Action:

Approve and authorize the fixed asset purchases for search and rescue equipment.

Fiscal Impact:

Title III Grant Funds (No General Fund Impact)

Attachments:
1. August 8, 2023 Minutes
2. DOJAwardDoc

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 AUGUST 8, 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

CALL TO ORDER

at 10:00 AM. **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 Greg Hagwood led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were none.

PUBLIC COMMENT OPPORTUNITY

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

Pastor George Tarleton offered a brief prayer for the County.
Deb Hopkins spoke regarding Dame Shirely Plaza.
A member of the audience spoke regarding the Sheriff's Office tactical vehicle in the Fair parade.
Todd Johns responded to the citizen's comments.
Liam Gallagher offered comments regarding Fire Safe Council Program and updates on services.
Clint Koble offerend comments regarding CDBGR Meeting in Greenville.
Deborah Bress spoke regarding Eastern Plumas Rural Fire Protection District.
There were no public comments on zoom or via email.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Tracey Ferguson, Planning Department - provided updated regarding Airport Land Use Commission, CalTrans Division of Aeronautics and Judicial Council information regarding the proposed sites for the courthouse; provided information regarding securing block grant funds for planning and economic development; Hazard Mitigation Grants; Cares Act application and awards.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Report, update, and discussion on Dixie Fire Collaborative efforts
Clint Koble provided a brief report the roadwork, housing, and Greenville coming alive. Also provided update on internet connectivity.

Laura Wheeler, Executive Director of Indian Valley innovation Hub, gave update on multiple partners coming in with products and sales.

B. US FOREST SERVICE - US FOREST SERVICE

No report provided.

C. MUNIS HR/PAYROLL MODULE UPDATE

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

Debra Lucero provided the Board of Supervisors with a brief update on the Tyler/ Munis migration. Still working on cleaning up error reports.

2. CONSENT AGENDA

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

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

1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Agriculture Weights & Measures Department and the California Department of Food and Agriculture (CDFA), to receive grant funding in the amount of $42,297.00 for ground field work to control and eradicate non-native invasive weeds; (No General Fund Impact); approved as to form by County Counsel.

2) Approve and authorize the Chair to ratify and sign an Agreement between Sierra County Agriculture Weights & Measures Department and the California Department of Food and Agriculture (CDFA), to receive grant funding in the amount of $42,297.00 for ground field work to control and eradicate non-native invasive weeds; (No General Fund Impact); approved as to form by County Counsel

B. PUBLIC HEALTH AGENCY

1) Adopt **RESOLUTION** to authorize the Interim Director of Public Health to sign Grant Agreement Number 22-11321 from the California Department of Public Health, California Public Health Workforce Career Ladder Education and Development Program, in the amount of $50,032.00; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Adopt **RESOLUTION No. 23-8832** to authorize the Interim Director of Public Health to sign Grant Agreement Number 22-11321 from the California Department of Public Health, California Public Health Workforce Career Ladder Education and Development Program, in the amount of $50,032.00.

C. PUBLIC WORKS

1) Approve and authorize Plumas County Public Works / Road Department to recruit and fill, funded and allocated, vacant One (1) FTE Power Equipment Mechanic I/II in the Quincy Maintenance

shop; (General Fund Impact) as approved in the FY 23-24 Budget.

D. PROBATION

1) Approve and authorize the Chair to ratify and sign a services agreement between the Plumas County Probation Department and Plumas Rural Services for the Domestic Violence Batterer's Treatment Program. Not to exceed $22,400.00, paid via SB678 funding. (No General Fund Impact) Approved as to form by County Counsel.

2) Approve and authorize the Chair to ratify and sign a services agreement between Plumas Rural Services and the Plumas County Probation Department to facilitate two sixteen-week Cognitive Behavioral Restructuring Groups (CBRG) for up to 12 probation clients per group, not to exceed $15,000, paid via SB678 grant funding, (No General Fund Impact), approved as form by County Counsel.

3) Approve and authorize the Chair to ratify and sign a services agreement between the Plumas County Probation Department and Plumas Rural Services for the Mindful Parenting and Nurturing Parenting Critical Support classes in FY23/24. Amount not to exceed $8,000.00, paid via YOBG Juvenile grant; (No General Fund Impact), approved as to form by county counsel.

4) Approve and authorize the Chair to ratify and sign a services agreement between Plumas County Probation Department and DeMartile Automotive to provide general mechanic services for all cars and trucks for the Plumas County Probation Department. Amount not to exceed $12,000.00, split across all Probation funding sources; (General Fund Impact), approved as to form by County Counsel.

E. HUMAN RESOURCES

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Liebert Cassidy Whitmore (LCW) for special services; effective July 1, 2023; not to exceed $5,660.00; (General Fund Impact) as approved in the FY23/24 Budget; approved as to form by County Counsel.

F. SOCIAL SERVICES

1) Approve and authorize the Chair to ratify and sign an Agreement between the Department of Social Services and the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff; effective July 1, 2023; not to exceed $15,810.00 (No General Fund Impact) as approved in the FY23/24 Budget; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an Agreement between Plumas County Department of Social Services and University of California, Davis contract #EW-2023-26, for professional training

services to be provided to Department of Social Services Eligibility and Employment and Training staff; in the amount of $46,750, (General Fund Impact), as approved in the FY23/24 budget, approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. FACILITY SERVICES & AIRPORTS - JD Moore

1) Approve and authorize Chair to sign an Agreement between Plumas County Facility Services & Airports and Heat Transfer Systems, for Heating, Ventilation, and Air Conditioning (HVAC) system replacement at the Museum; not to exceed $39,980.68; (General Fund impact); approved as to form by County Counsel. Discussion and possible action.

Motion: Approve and authorize Agreement between County of Plumas and Heat Transfer Systems. Approve and authorize Chair to sign an Agreement between Plumas County Facility Services & Airports and Heat Transfer Systems, for Heating, Ventilation, and Air Conditioning (HVAC) system replacement at the Museum, **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 the Director of Facility Services & Airports to solicit a Request For Qualifications (RFQ) for an Airport Consultant/Engineer to assist with Airport Capital Improvement Projects at Rogers Field, Gansner Field, and Nervino Airport, approved as to form by County Counsel.

Motion: Approve and authorize Director of Facilities to solicite RFQ for Airport Capital Improvement Project, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 4 Hagwood, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 1 Ceresola, Supervisor - District 5 Engel.

B. PROBATION - Keevin Allred

1) Approve and authorize the Chief Probation Officer a fixed asset purchase not to exceed $49,837.93 for a 2023 Ford Explorer XLT-4WD and not to exceed $36,603.28 for a 2023 Ford Escape-AWD, for a total of $86,441.21 from Quincy Auto Company; tentatively approved by the Judicial Council of California's Plumas County Superior Court Representative, funds received through SB678 grant and SB 129 Pretrial funds (No General Fund Impact). Discussion and possible action. **Four/ fifths roll call vote**

Motion: Authorize the Chief Probation Officer a fixed asset purchase not to exceed $49,837.93 for a 2023 Ford Explorer XLT-4WD and not to exceed $36,603.28 for a 2023 Ford Escape-AWD, for a total of $86,441.21 from Quincy Auto Company; tentatively approved by the Judicial Council of California's Plumas County Superior Court Representative, funds received through SB678 grant and SB 129 Pretrial funds, **Action:** Approve,
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. **PLANNING** -

1) Review Plumas County Comment Letter to the State of California Department of Housing and Community Development (HCD) on 2020 CDBG-DR Action Plan (Action Plan Amendment 3) to incorporate 2021 CDBG-DR allocation for areas impacted by 2021 wildfires (FEMA DR-4610); discussion and possible action.

Planning Director Tracey Ferguson will prepare California Department of Housing and Community Development comment letter on Planning letterhead with Chairman Hagwood signature for submission to State on 8/9/2023.

2) Review Plumas County Comment Letter to the Department of Forestry and Fire Protection Office of the State Fire Marshall concerning an additional public comment period (through August 9, 2023) for the regulatory adoption process of the Fire Hazard Severity Zone (FHSZ) map; discussion and possible action.

Motion: Approve and submit State Fire Marshall comment letter for Fire Hazard Severity Zone., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** None.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).
Yes: None.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report.

CAO Debra Lucero provided report on repairs at courthouse; county employee service years; CLA and Special Districts; Granicus report will be forthcoming; economic development fellow process, energy assessment; grants; meetings attended and upcoming budget finalization.

B. Approve and authorize Chair to sign Second Amendment to agreement between Plumas County and Arcadis U.S., Inc. in order to complete Tasks 3 and 4 of the Scope of Work; for an additional $150,000, not to exceed $650,000, (No General Fund Impact) out of the PG&E Disaster Fund; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign Second Amendment to agreement between Plumas County and Arcadis U.S., Inc. in order to complete Tasks 3 and 4 of the Scope of Work; for an additional $150,000, not to exceed $650,000, (No General Fund Impact) out of the PG&E Disaster Fund; approved as to form by County Counsel. **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor McGowan.
Vote: Motion by split vote (**summary:** Yes = 5 No = 0).
Yes: Supervisor Hagwood, Supervisor Engel, Supervisor Goss, Supervisor Ceresola, Supervisor McGowan.
No: None.

C. Approve and authorize a budget transfer request from Facilities Capital Improvements (acct# 540110) to OHV Trail Grant (acct# 521334) to cover work done in FY 22/23 that will be reimbursed through State of California's Department of Parks and Recreation – Off-Highway Vehicle Grant program; (No General Fund Impact); discussion and possible action.

Motion: Approve and authorize a budget transfer request from Facilities Capital Improvements (acct# 540110) to OHV Trail Grant (acct# 521334) to cover work done in FY 22/23 that will be reimbursed through State of California's Department of Parks and Recreation – Off-Highway Vehicle Grant program; (No General Fund Impact); discussion and possible action. **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Goss.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 0).
Yes: Supervisor Engel, Supervisor Goss, Supervisor Ceresola, Supervisor McGowan, Supervisor

Hagwood.

D. Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant One (1) FTE Clerk of the Board; (General Fund Impact), discussion and possible action.

Motion: Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant One (1) FTE Clerk of the Board; (General Fund Impact), discussion and possible action. **Action:** Approve, **Moved by** Supervisor McGowan, **Seconded by** Supervisor Goss.
Vote: Motion by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor Goss, Supervisor McGowan, Supervisor Ceresola, Supervisor Hagwood.
No: Supervisor Engel.

5. BOARD OF SUPERVISORS

A. TITLE III - SECURE RURAL SCHOOLS APPLICATIONS FOR FUNDING

PUBLIC HEARING: Conduct a public hearing and finalize approval of the following projects, tentatively approved by the Board of Supervisors on June 13, 2023; for 2022-2023 Secure Rural Schools Title III funding. Discussion and possible action. **Four/ fifths roll call vote**

1. Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project ($49,212.02)
2. Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project ($35,000.00)
3. Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project ($45,000.00)
4. Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project ($42,500.00)
5. Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project ($80,000.00)

Motion: Final approval of the following projects, tentatively approved by the Board of Supervisors on June 13, 2023; for 2022-2023 Secure Rural Schools Title III funding.
1. Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project ($49,212.02)
2. Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project ($35,000.00)
3. Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project ($45,000.00)
4. Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project ($42,500.00)
5. Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project ($80,000.00),

Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion 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. CORRESPONDENCE

Supervisor Goss received correspondence regarding pavement and landscaping in Greenville; Dame Shirley Plaza; and illegal squatting/camping and current camping ordinance.

Supervisor Hagwood received correspondence regarding Dame Shirley Plaza; Code Enforcement; Lowry House; and Bucks Lake Road paving.

Supervisor Engel received correspondence regarding Dame Shirley Plaza.

Supervisor McGowan received correspondence regarding Dame Shirley Plaza and maintenance of open space.

Supervisor Ceresola received correspondence regarding Dame Shirely Plaza, road repairs and off roads.

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

Supervisor Hagwood had no information to report.

Reported by Supervisor McGowan regarding matters related to County Government and include the "Little Dozer That Did" event; housing in Chester; and County needs to manage expectations.

Reported by Supervisor Goss regarding matters related to County Government and include new Post Office in Greenville is going up; also attended "Little Dozer That Did" event in Taylor

Supervisor Engel had no information to report other than his meetings got cancelled.

Supervisor Ceresola had no information to report.

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 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 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

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 (3 cases)

I. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported that there was no reportable action taken during the Closed Session.

7. ADJOURNMENT

Adjourn meeting to Tuesday, August 15, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	LASSEN COUNTY 221 S ROOP ST STE 4
City, State and Zip:	SUSANVILLE, CA 96130
Recipient UEI:	DP56XRN2KGY4
Project Title: Lassen and Plumas County Emergency Communications Integration Project	**Award Number:** 15PBJA-23-GG-00073-BRND
Solicitation Title: BJA FY 23 Invited to Apply- Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program	
Federal Award Amount: $1,405,000.00	**Federal Award Date:** 8/10/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: E **Assistance Listing:** 16.753 - Congressionally Recommended Awards	
Project Period Start Date: 1/1/23	**Project Period End Date:** 12/31/26
Budget Period Start Date: 1/1/23	**Budget Period End Date:** 12/31/26

Project Description:

Lassen and Plumas Counties propose to implement the Lassen and Plumas County Emergency Communications Integration project. The purpose of this project is to integrate the 911 dispatch systems, and radio communications systems in Lassen and Plumas Counties in order to provide more reliable and timely public safety services to the public. When completed, the project will integrate Lassen and Plumas County emergency communications networks, radio systems, dispatch radio consoles, along with Computer Aided Dispatch, Records Management and geographic information system (GIS) systems that will allow either dispatch center to have the full capabilities of the other.

The Communications network portion of the project will replace aging microwave links and add two new microwave links (Lassen County) to provide the needed digital connectivity and bandwidth that will make this overall project feasible. In addition, aging mountain top repeaters, associated base stations and ancillary equipment will need to be added or updated to be fully IP capable and interoperable between agencies. The project will also include dual band VHF/UHF handheld radios and vehicular repeaters for local law enforcement in Lassen County. Last, the project will purchase a prefabricated building to house power and generator equipment on Dyer Mtn.

These essential upgrades will provide integration of the 911 centers, and communications networks, and enhance usability and effectiveness of radio communications. The upgrades are

also critical for allowing interoperability with other State and Federal agencies to support emergency operations with CAL FIRE, CHP, Bureau of Land Management, U. S. Forest Service, and other state and federal partners in all hazard protection and mitigation efforts.

The combined service areas of Lassen and Plumas Counties is 7,333 square miles which is nearly equivalent to size of the state of New Jersey, and greater than the land area of the states of Hawaii, Connecticut, Delaware, and Rhode Island. Approximately, 63 percent of the land area in Lassen County and 90 percent in Plumas County consists of public lands managed by the federal government but where county Sheriffs' public safety and emergency communication services are essential. This project will make public safety services more accessible to all who reside in, or visit, Lassen and Plumas Counties.

Lassen and Plumas Counties worked together in developing this project. Lassen County is submitting this application, and Plumas County will be a subrecipient. Plumas County will perform/oversee all project activities in Plumas County, while Lassen County will perform/ oversee project activities in Lassen County.

Award Letter

August 10, 2023

Dear Michael Carney,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by LASSEN COUNTY for an award under the funding opportunity entitled 2023 BJA FY 23 Invited to Apply- Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program. The approved award amount is $1,405,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Additional Information Required

NEPA Letter

The scope or location or the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the

identification, seizure, or closure of clandestine methamphetamine laboratories)

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see

https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
LASSEN COUNTY

UEI
DP56XRN2KGY4

Street 1
221 S ROOP ST

Street 2
STE 4

City
SUSANVILLE

State/U.S. Territory
California

Zip/Postal Code
96130

Country
United States

County/Parish

Province

Award Details

Federal Award Date
8/10/23

Award Type
Initial

Award Number
15PBJA-23-GG-00073-BRND

Supplement Number
00

Federal Award Amount
$1,405,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.753	Congressionally Recommended Awards

Statutory Authority

Pub. L. No. 117-328, 136 Stat 4459, 4542-4543; 28 USC 530C

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2023 BJA FY 23 Invited to Apply- Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13809631

Grant Manager Name
Fadumo Tahlil
Phone Number
202-598-9805
E-mail Address
Fadumo.Tahlil@usdoj.gov

Project Title
Lassen and Plumas County Emergency Communications Integration Project

Performance Period Start Date
01/01/2023

Performance Period End Date
12/31/2026

Budget Period Start Date
01/01/2023

Budget Period End Date
12/31/2026

Project Description

Lassen and Plumas Counties propose to implement the Lassen and Plumas County Emergency Communications Integration project. The purpose of this project is to integrate the 911 dispatch systems, and radio communications systems in Lassen and Plumas Counties in order to provide more reliable and timely public safety services to the public. When completed, the project will integrate Lassen and Plumas County emergency communications networks, radio systems, dispatch radio consoles, along with Computer Aided Dispatch, Records Management and geographic information system (GIS) systems that will allow either dispatch center to have the full capabilities of the other.

The Communications network portion of the project will replace aging microwave links and add two new microwave links (Lassen County) to provide the needed digital connectivity and bandwidth that will make this overall project feasible. In addition, aging mountain top repeaters, associated base stations and ancillary equipment will need to be added or updated to be fully IP capable and interoperable between agencies. The project will also include dual band VHF/UHF handheld radios and vehicular repeaters for local law enforcement in Lassen County. Last, the project will purchase a prefabricated building to house power and generator equipment on Dyer

Mtn.

These essential upgrades will provide integration of the 911 centers, and communications networks, and enhance usability and effectiveness of radio communications. The upgrades are also critical for allowing interoperability with other State and Federal agencies to support emergency operations with CAL FIRE, CHP, Bureau of Land Management, U. S. Forest Service, and other state and federal partners in all hazard protection and mitigation efforts.

The combined service areas of Lassen and Plumas Counties is 7,333 square miles which is nearly equivalent to size of the state of New Jersey, and greater than the land area of the states of Hawaii, Connecticut, Delaware, and Rhode Island. Approximately, 63 percent of the land area in Lassen County and 90 percent in Plumas County consists of public lands managed by the federal government but where county Sheriffs' public safety and emergency communication services are essential. This project will make public safety services more accessible to all who reside in, or visit, Lassen and Plumas Counties.

Lassen and Plumas Counties worked together in developing this project. Lassen County is submitting this application, and Plumas County will be a subrecipient. Plumas County will perform/oversee all project activities in Plumas County, while Lassen County will perform/ oversee project activities in Lassen County.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient

("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

3

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will

not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

6

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

7

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

12

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

13

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

14

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

16

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

19

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it

will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

27

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any

subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

33

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

34

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

35

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

36

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

37

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

38

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

43

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

44

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

45

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://justgrants.usdoj.gov

46

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30

days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

47

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

48

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

49

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

50

The recipient may not expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

51

The recipient's response to the Subrecipient Management and Monitoring question(s) of the Financial Management and System of Internal Controls Questionnaire indicates that the recipient may not have controls in place to monitor the activities of any subrecipient, as necessary, to ensure that the subaward is used for authorized purposes in compliance with Federal laws, regulations, and the terms and conditions of the subaward and that subaward performance goals are achieved. (See 2 CFR 200.331(d)). The recipient agrees to submit a copy of its subrecipient monitoring policies and procedures to the OJP program office. If the recipient anticipates that it will not make a subaward under this award then, instead of submitting subrecipient monitoring policies and procedures, the recipient agrees that it must advise

OJP in writing that it does not intend to make a subaward under this award. The recipient may not expend or draw down funds under this award until either-- (1) the OJP program office has received, and OJP has reviewed and approved, the subrecipient monitoring policies and procedures, or (2) the OJP program office has received and considered the recipient's written communication and has agreed (for purposes of federal grants administrative requirements) that no subawards are anticipated under this award, and an Award Condition Modification (ACM) has been issued to remove this condition. The recipient understands and agrees that it is obligated to immediately notify the OJP grant manager in writing of any later change in its plan to make or not make a subaward under this award.

52

The recipient may not expend or draw down any award funds until—

(1) OJP determines that the recipient's Grant Award Administrator and all Financial Manager for this award have successfully completed an "OJP financial management and grant administration training" on or after October 15, 2020, and

(2) OJP issues an Award Condition Modification (ACM) to modify or remove this condition. Once both the Grant Award Administrator and Financial Manager have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of an ACM to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

53

The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

54

The recipient may not expend, or drawdown funds under this award until: (1) it has submitted to the grant manager for this OJP award, for review and approval, a revised budget narrative, and (2) OJP has issued an Award Condition Modification (ACM) to remove this award condition.

55

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of– (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted

environmental impact review process

56

The recipient agrees not to expend or draw down any award funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 and an Award Condition Modification (ACM) has been issued removing this condition.

57

Funds for renovation, expansion or construction awarded to the recipient or to subrecipients which require the letting of a contract amounting to $100,000 or more to a commercial organization or an individual shall require:
(1) A bid guarantee equivalent to 5 percent of the bid price. The bid guarantee must consist of a firm commitment such as bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified after the forms presented to him/her.
(2) A performance bond on the part of the contractor for 100 percent of the contract price. "Performance bond" means a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time

Deputy Assistant Attorney General Maureen Henneberg 7/27/23 10:45 AM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Captain

Name of Authorized Entity Official
Michael Carney

Signed Date And Time
9/11/2023 5:29 PM

PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Martee Nieman (Graham), Auditor-Controller**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Chair to sign First Amendment agreement between the Plumas County Auditor and Rodney Craig Goodman Jr, CPA extending the term, increasing services and increasing the compensation by $50,000, not to exceed $180,000.; (General Fund Impact); budgeted in FY 23/24; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign Amendment No. 2 to agreement between Plumas County Auditor Controller and Rodney Craig Goodman ; (General Fund Impact): approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
A contract for consulting services with Plumas County Auditor's office and Rodney Craig Goodman Jr., to be extended through December 31, 2024, not to exceed $180,000.00.

Action:

Approve and authorize the Chair to Sign Amendment No. two to the Agreement between Plumas County Auditor/Controller's Office and Rodney Craig Goodman Jr.; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

Budgeted for $180,000.00 in FY 23/24, with the additional $50,000.00 coming from a vacant position.

Attachments:
1. Original
2. First Amendment

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 **Auditor** (hereinafter referred to as "County"), and **Rodney Craig Goodman**, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto .

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement **shall not exceed** One Hundred Thirty Thousand and No/100 Dollars **($130,000.00)**.

3. Term. The term of this agreement shall be from **January 1, 2023, through December 31, 2023**, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from **January 1, 2023**, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Statement of Occupation. Contractor represents and warrants that Contractor is engaged in a profession described by California Labor Code section 2783 as an accountant. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Martee H. Graham, Auditor/Controller
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971
Attention: Martee H. Graham

Contractor:

Rodney Craig Goodman Jr., CPA
8830 Elk Grove Blvd.
Elk Grove, CA 95624

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:

Rodney Craig Goodman Jr., an individual

By: _____
Name: Rodney Craig Goodman, Jr.
Date signed:

COUNTY:

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

By: _____
Name: Dwight Ceresola
Title: Chair: Board of Supervisors
Date signed: 01-17-2023

By: _____
Name: Heidi White
Title: Clerk of the Board
Date signed: 01.17.2023

Approved as to form

_____ 1/11/2023
Sara James
Deputy County Counsel II

EXHIBIT A

Scope of Work

- Assist the Auditor-Controller's Office in creating and maintaining a year-end closing process.

- Assist the Auditor-Controller's Office in providing year-end training to departments that will facilitate the year-end data collection and verification process.

- Assist the Auditor-Controller's Office to identify, compile, and record all closing entries while maximizing the use of the County of Plumas' accounting system data for the preparation of full disclosure financial statements for FY 2021-2022 in compliance with generally accepted accounting principles.

- Provide general training to staff of the Auditor-Controller's Office on year-end closing, reporting and other processes.

- Assist the Auditor- Controller's Office with 2022 Audit with Smith and Newell

- Assist the Auditor- Controller's Office with GASB and OBEP reporting.

- Other professional services as mutually agreed upon between Contractor and County.

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed One Hundred Thirty Thousand and No/100 Dollars ($130,000.00), which is inclusive of all costs and expenses.

Contractor shall charge $250 per hour for services provided under this Agreement. The County will not reimburse contractor for expenses, other than hotel costs, unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractor shall submit an invoice to County on a monthly basis. County shall reimburse Contractor within fifteen (15) days of receipt of undisputed invoice.

Hotel costs to be reimbursed by County of Plumas shall not exceed $3,000.00.

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND RODNEY CRAIG GOODMAN JR., CPA

This First Amendment to Agreement ("Amendment") is made on December 19, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Rodney Craig Goodman Jr., CPA ("CONTRACTOR") who agrees as follows:

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

    a. PLUMAS COUNTY and RODNEY CRAIG GOODMAN JR., CPA have entered into a written Agreement dated January 1, 2023, (the "Agreement"), in which Rodney Craig Goodman Jr., CPA agreed to provide consulting services to Plumas County.

    b. Because additional services are needed the parties desire to change the Agreement.

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

    a. Paragraph 2 is amended to read as follows:

    Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Eighty Thousand and No/100 Dollars ($180,000.00).

    b. Paragraph 3 is amended to read as follows:

    Term. The term of this agreement shall be from January 1, 2023, through December 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

    c. Paragraph 22 is amended in part as follows:

    Contractor:
    Rodney Craig Goodman Jr., CPA
    8788 Elk Grove Boulevard, Suite 1N

Elk Grove, CA 95624

d. Exhibits A and B are amended as attached.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated January 1, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR:

Rodney Criag Goodman Jr., CPA, an Individual

By:_____
Name: Rodney Craig Goodman Jr., CPA
Title: CPA
Date signed:

COUNTY:

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

By:_____
Name: Martee Graham
Title: Auditor Controller
Date signed: 12/11/2023.

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

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board

Approved as to form:

Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

• Assist the Auditor-Controller's Office in creating and maintaining a year-end closing process.

• Assist the Auditor-Controller's Office in providing year-end training to departments that will facilitate the year-end data collection and verification process.

• Assist the Auditor-Controller's Office to identify, compile, and record all closing entries while maximizing the use of the County of Plumas' accounting system data for the preparation of full disclosure financial statements for FY 2021-2022 in compliance with generally accepted accounting principles.

- Provide general training to staff of the Auditor-Controller's Office on year-end closing, reporting and other processes.
- Assist the Auditor- Controller's Office with 2022 Audit with Smith and Newell
- Assist the Auditor- Controller's Office with GASB and OBEP reporting.
- Other professional services as mutually agreed upon between Contractor and County.

Additional services requested:

- Assist with fiscal year end closing entries in preparation for external auditors.
- Financial transaction reporting for County and Special Districts (as directed)
- Assist with various Tyler projects impacting the auditor controller's office.
- Training of auditor staff and other requirements as directed by the Auditor Controller.
- Assistance from retired Napa property tax manager contracted under Rodney Craig Goodman Jr., CPA to assist with property tax issues such as year-end rollover, roll changes, apportionments, implement best practices changes, assist with TRA changes, and provide property tax training to staff and other property tax requirements as directed by the Auditor-Controller.

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed One Hundred Thirty Thousand and No/100 Dollars ($180,000.00).

Contractor shall charge $250 per hour for services provided under this Agreement, inclusive of all expenses unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractors shall submit an invoice to County on a monthly basis. County shall reimburse Contractor within fifteen (15) days of receipt of undisputed invoice.

Hotel Costs to be reimbursed by County of Plumas.

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Colleen Foster, Fiscal/Tech Services Assistant III**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Adopt RESOLUTION Establishing a revised fee schedule for residential and commercial customers self-hauling solid waste to Plumas County Transfer Station in franchise service area No. 2 (operated by Intermountain Disposal Inc.); (No General Fund Impact) franchise fees; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

R3 Consulting Group's November 10, 2023, updated report recommends that Plumas County lower IMD's Transfer Station rates by 5.74% effective
January 1, 2024 for the remainder of the fiscal year. Solid Waste Staff respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Decrease Resolution for self-hauling residential and commercial customers to the County transfer stations in Franchise Area No. 2 operated by the franchise contractor InterMountain Disposal.

Background and Discussion:

PREFACE:

The primary purpose of this Agenda Request is to correct a mistake that was discovered in the 2022 Rate Analysis Report, conducted by R3 Consulting Group, for InterMountain Disposal. The attached resolution will lower the currently existing rates for Intermountain Disposal.

BACKGROUND

Per the terms of the 2017 Franchise Agreement between Plumas County and InterMountain Disposal, an annual review of the Franchise Contractor's audited financial statements is performed via a 3rd party firm, to determine if the Franchise Contractor is due a rate increase or decrease.

During the course of the rate review process for 2023, it was discovered that R3 Reporting group had made an error in their 2022 report for InterMountain Disposal, erroneously finding that they were due a 6.41% rate increase when in actuality they were not due a rate increase for the year of 2022. Upon learning this, Public Works Staff recommended that the Board of Supervisors halt InterMountain Disposal's stipulated 10.37% rate increase until customers could be reimbursed for the overcharge resulting from 2022's rate increase.

In November 2023, R3 Consulting Group delivered Public Works staff an updated report, detailing how to reimburse both the customer base for the 6.41% overcharge and IMD for the delay in implementing the 10.37% rate increase due to them in July of 2023.

Action:

Adopt **RESOLUTION** (RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF-HAULING SOLID WASTE TO PLUMAS COUNTY TRANSFER STATIONS IN FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL INC.); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 23-820 FINAL Resolution Est. Revised Fee Sched. Residential & Commercial
2. Plumas County - IMD - 2023 RRI Letter Report - 111023

RESOLUTION NO. 23-____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF-HAULING SOLID WASTE TO PLUMAS COUNTY TRANSFER STATIONS IN FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL INC.)

WHEREAS, the Plumas County Board of Supervisors, on May 17, 2022, did adopt replacement Resolution No. 22-8700 thus establishing a revised fee schedule for residential and commercial customers self-hauling to Plumas County Transfer Stations in Franchise Service Area No. 2, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, there was an inadvertent calculation error in connection with the rate change effective on July 1, 2022 that resulted in rates being 6.41% too high, resulting in excess revenue during the period of July 1, 2022 to July 1, 2023. However, Financial data for the year of 2022 would justify a rate increase of 10.37% beginning July 1, 2023. After offsetting excess revenue against the rate change for the year of 2023, customers would be eligible for a rate reduction of 5.74% for the period of January 1, 2024 to July 1, 2024 in order to refund the excess revenue, and

WHEREAS, the request of Intermountain Disposal for a rate decrease was considered at the duly noticed public hearing held on _____, 2023, and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate decreases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 22-8700.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 22-8700, for residential and commercial customers self-hauling solid waste to Plumas County transfer stations in Franchise Service Area No. 2, effective January 1, 2024, as follows:

(a) General. For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.

(b) Fees for unloading at transfer sites or landfills. The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling and ultimate disposal activities.

(1) Minimum fee. The minimum fee for unloading shall be $10.10 for the equivalent of two (2) cans or standard containers; $15.40 for the equivalent of three (3) cans; and $19.40 for the equivalent of four (4) cans.

(2) Vehicle unloading fee. When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

(I) Station Wagon: $20.50;

(II) Compact pickup truck: $25.55;

(III) Compact pickup truck with sideboards: $32.25;

(IV) Standard-sized pickup truck: $31.15;

(V) Standard-sized pickup truck with sideboards: $38.50;

(VI) Larger trucks: $22.45 per cubic yard maximum.

(3) Fee for unloading large and restricted items. Unusually large items increase the time and effort of disposal, and the following charges shall apply:

(I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: $17.40;

(II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: $32.25 maximum;

(III) Each tire sixteen (16") inches or less: $3.80; Each tire seventeen (17") inches to twenty (20") inches: $9.20; Each tire more than twenty (20") inches: $16.90;

(IV) Tree stumps shall be unloaded only at landfills, not transfer sites. Each stump twelve (12") inches or less: $24.95; Each stump thirteen (13") to twenty-four (24") inches: $49.85; Each stump more than twenty-four (24") inches: $74.85;

(V) Cathode ray tubes and televisions shall only be accepted at transfer stations. Each cathode ray tube (computer monitor) and television: $4.15;

(VI) Other large items not included in this section shall be charged pursuant to subsection (c) of this section.

(4) Compacted loads. Compacted loads shall be permitted only at transfer sites, and

only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of $92.80 per ton.

(5) Prohibited items. None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(c) Fee for extra services. Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

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 _____day of _____, 2023, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

R3 CONSULTING GROUP, INC.
RESOURCES · RESPECT · RESPONSIBILITY

November 10, 2023

Ms. Sean Graham
Plumas County
1824 East Main Street
Quincy, CA 95971-9795

Subject: **Letter Report: 2023 Refuse Rate Index Adjustment - Intermountain Disposal**

Dear Ms. Graham:

R3 Consulting Group, Inc. (R3) was engaged by Plumas County (County) to assist it with calculating the 2023 Refuse Rate Index (RRI) rate adjustment for Feather River Disposal Inc. (FRD) and Intermountain Disposal (IMD), collectively referred to as the "Contractors". This letter report presents the results of the RRI calculation for IMD. The results of our RRI calculation for FRD are provided in a separate report.

Project Background

General Information

The County executed franchise agreements (Agreements) with IMD and FRD (Waste Management Inc.) effective April 1, 2017. Those Agreements terminate at midnight on March 31, 2027. Under the terms of the Agreements, beginning on July 1, 2018, and annually thereafter, the Contractors are to receive an annual adjustment to the rates through the Refuse Rate Index (RRI) process as set forth in Attachment E of the Agreements (**Attachment 1**). As stated in Section 12.04 of the Agreement, if the operating ratio (i.e., profit level) for the previous 12-month period falls within the range of values defined in the Agreements no RRI adjustment will be made.

As specified in Section 12.04.C of the Agreement, on or before March 15, 2018 and annually thereafter the Contractors are to deliver to the County audited financial information per Section 10.05 of the Agreement for the preceding calendar year. Such information is to be in the format as set forth in Attachment E and shall be allocated between curbside collection services and all other collection and disposal services, or as may be further revised by agreement of the County and the Contractors. Section 12.04.C also states that *"If Contractor fails to submit the financial information in the required format by March 15th, it is agreed that Contactor shall be deemed to have waived the RRI adjustment for that year."*

Both IMD and FRD take solid waste to a Waste Management owned landfill in Nevada. For purposes of establishing the change in the Disposal component of the RRI the change in the per ton tip fee that Waste Management charges to IMD is used to set the Disposal RRI component percentage adjustment for both FRD and IMD. That annual increase is tied to the percentage change in the Consumer Price Index-U.S. City Average-Garbage and Trash Collection Series IDCUUR0000SEHG02.

Historical Rate Adjustments

The following table provides a listing of IMD's annual rate adjustments under the current Agreement.

Fiscal Year	Rate Adjustment
2018	0.00%
2019	4.24%
2020	3.84%
2021	0.00%
2022	8.91%

As shown, IMD did not receive a rate adjustment in 2018 and 2021. The 2022 8.91% rate adjustment was comprised of a 6.41% RRI adjustment plus a 2.50% franchise fee adjustment.

Project Objectives

To determine if:

- IMD is eligible for an RRI adjustment effective July 1, 2023; and if so
- The amount of the RRI adjustment.

Minimum Profit Level

Issues were previously raised with the County with respect to both the operating ratio definition in the Agreement and the established operating ratio range, which have bearing on the annual rate adjustment calculation and are discussed below.

Corrected Profit Level Range

Per Section 12.04 of the Agreements, if the operating ratio (i.e., profit level) for the previous 12-month period falls within the range of values defined in Attachment A (i.e., 88% to 92%)[1] no RRI adjustment will be made. The intent of that clause was to set the minimum profit level 92% that would trigger an RRI adjustment, but as drafted, unintentionally allows for an RRI adjustment for a profit level greater than 88%. As first stated in our 2018 RRI report, our understanding that the County and Contractors' intent was to set 92% as the minimum profit level below which an RRI would apply, which is how that has been interpreted for all RRI reviews to date, and is the guideline for this review.

Corrected Operating Ratio Calculation

The Agreement defines the operating ratio as:

> *"..the ratio, expressed as a percentage, of the net operating costs actually incurred by Contractor, exclusive of Pass-Through Costs and Non-Allowable Costs, divided by Contractor's net income…"*

That definition does not align with the standard operating ratio definition, which is

> *Net operating costs divided by net operating costs plus net income (profit).*

[1] As the operating ratio percentage increases the associated profit level decreases. An operating ratio of 92% equates to a profit level of 8.70%, while an operating ratio of 88% equates to a profit level of 13.64%.

Under the Agreement definition, the calculated operating ratio (profit level) decreases as profit increases, and increases as profit decreases. As an example, operating income of $50,000 with operating expenses of $1.0 million yields a figure of 20% ($1,000,000/$50,000)/100), while operating income of $200,000 with operating expenses of $1.0 million yields a figure of 5% ($1,000,000/$200,000)/100).

In prior discussions with the County it was agreed that the operating ratio definition was intended to read as follows, consistent with the generally accepted solid waste operating ratio definition:

> *"…the ratio expressed as a percentage, of the net operating costs actually incurred by Contractor, exclusive of Pass-Through Costs and Non-Allowable Costs, divided by Contractor's net operating costs plus net income…"*.

Non-Allowable Expense Adjustment

Section 10.5.B.16.a. of the Agreement lists the following non-allowable expense:

a. *Aggregate annual office salary and benefits in excess of $146,124 for two officers, adjusted annually by the RRI.*

The Refuse Rate Index (RRI) is calculated annually as specified in Attachment E. Rates are adjusted annually by the RRI unless the Contractor's profit exceeds the established limit. The calculated RRI is the figure that has been used to annually adjust the non-allowable expense limit for officer salary and benefits, regardless of whether or not the rates were similarly adjusted.

Corrected Profit Calculation

During the course of the 2023 rate adjustment process a correction to the calculation used to determine the Contractor's profit level was identified. As a result, a review of all prior Contractor profit calculations was undertaken to ensure that the ratepayers are made whole for any rate impact associated with that correction.

Findings

- IMD submitted the required financial information to the County prior to the March 15th deadline, as required.
- The approved rate adjustments for 2018 through 2021 were not impacted by the corrected profit calculation.
- The 2022 rate review found that IMD was due a rate increase. Based on the corrected profit calculation IMD's profit level (90.58%) (**Attachment 2**) exceeded the minimum profit level and IMD should not have received that rate increase. As such the rates need to be adjusted to remove the impact of that rate adjustment from the current rates, and reimburse the ratepayers for the additional cost they will have paid up to the point that corrected rates are approved.
- Applying the corrected rate adjustment methodology to IMD's 2022 financial statement results shows that IMD exceeded the minimum profit level and therefore would not be due a rate increase this year. However, the 2022 financial statement results reflect revenues (rates) for the second half of 2022 (July – December) that account for the July 1, 2022 rate increase, which is being disallowed. Those revenues are being reimbursed to the ratepayers through the recommended 2023 rate adjustment below. When those revenues are removed from the 2022 profit calculation IMD's profit (93.03%) (**Attachment 3**) did not meet the minimum profit level

and is therefore IMD is due the calculated 2023 rate increase, after the applicable adjustments discussed below.[2]

- IMD's 2023 rate adjustment was to be effective July 1, 2023. It is expected that the 2023 rate adjustment will be delayed six (6) months, becoming effective on January 1, 2024.

Collection Rate Adjustment

- The calculated July 1, 2023 RRI is 10.37% (**Attachment 4**).[3]
- To make both the ratepayers and IMD whole by July 1, 2024, that 10.37% rate increase needs to be adjusted to:
    - Backout the disallowed 2022 6.41% RRI rate increase;
    - Reimburse the ratepayers for the 2022 6.41% RRI increase that will have been in effect for 18 months as of January 1, 2024 when 2023 rates are to become effective; and
    - Reimburse IMD for the six (6) month delay in implementing the July 1, 2023 10.37% RRI rate increase.

  The above three adjustments result in an overall rate decrease of **3.89%**, which is to be in effect only for the six (6) months from January 2024 through June 2024. **Attachment 5** provides a comparison of a sample collection rate showing what the ratepayers would have paid through July 1, 2024 for the following two scenarios:
    - "What the Rates Should Be" had there been no 2022 RRI adjustment and accounting for the July 1, 2023 10.37% RRI adjustment; versus
    - "What the Rates Are/Will Be" accounting for the 6.41% 2022 RRI and the corresponding 3.89% rate decrease effective January 1, 2024.

  As shown, at the end of that 6 month period all appropriate reimbursements to the ratepayers and IMD will have been fully realized.
- For purposes of the January 1, 2025 RRI collection rate adjustment the rates that would have been in effect based on the correct 2022 RRI (0%) plus the 2.50% 2022 franchise fee adjustment, and the calculated 2023 RRI adjustment (10.37%) are the base rates that the calculated 2024 RRI adjustment would be applied to (**Attachment 6**).
- In conducting the profit calculation for 2023, IMD's 2023 revenues should be adjusted to what they would have been had the correct RRI calculated rates been in place. This will provide for an accurate 2023 profit calculation.

Alternative Collection Rate Adjustment Option

The above rate adjustment requires that the County reduce rates on January 1, 2024 and then increase rates on July 1, 2024 to remove the 6 month 3.89% rate decrease and apply the calculated July 1, 2024 RRI rate adjustment, if applicable. Rather than decrease the rates in January and then increase them in

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[2] That revenue adjustment was based on the annual revenues as presented in the 2022 financial statement, and assumed that monthly billings for the first six months were the same as those for the last six months prior to the July 1, 2022 rate adjustment (i.e., rate revenue for the last six months was 8.91% higher than the first six months).

[3] The 10.37% calculated rate increase is somewhat higher than the corresponding annual change in the CPI of 8.15%, and is largely driven by the significant increase in the Diesel Fuel index between 2001 and 2002, which increased more than 40%. Vehicle Replacement and Vehicle Maintenance index increases also exceeded the annul CPI increase.

July the County could instead maintain the existing rates until the ratepayers were made whole. IMD received more revenue than it was due for July 2022 through June 2023 due to the incorrect 6.41% rate increase that was applied. With IMD foregoing the 10.37% RRI rate increase that was to become effective July 1, 2023, IMD began receiving less revenue than it otherwise would have been due, more than offsetting the 6.41% rate increase. As such, as of July 1, 2023 the ratepayers began receiving the benefit of those lower rates, beginning the process of compensating them for the incorrect 6.41% rate increase. Rather than decrease existing rates on January 1, 2024 to accelerate repayment to the ratepayers, the County could maintain the current rates and current level of ratepayer payback through December 2024, at which point the ratepayers would have been made whole. At that time rates would need to be adjusted to what they otherwise would have been. This rate adjustment scenario is shown in **Attachment 5A**. A similar strategy could be used for the transfer station adjustment. That rate adjustment calculation is shown in **Attachment 5B**.

Transfer Station Rate Adjustment

- The transfer station rate adjustments to the, 2023 RRI are the same as those for the collection rate described above, with the exception that the transfer station rates were increased by 10.37% for the first two weeks of July 2023 (0.5 months). As a result, IMD only needs to be made whole for a 2.5 month delay in implementing the 2023 rate adjustment, rather than the 6 month delay for the collection rates. As a result the calculated rate decrease is **5.74%**. **Attachment 5** also includes a sample transfers station rate comparison for the following two scenarios
    - "What the Rates Should Be" had there been no 2022 RRI adjustment and accounting for the July 1, 2023 10.37% RRI adjustment; versus
    - "What the Rates Are" accounting for the 6.41% 2022 RRI and the corresponding 5.74% rate decrease effective January 1, 2024.
- For purposes of the January 1, 2025 transfer station RRI rate adjustment, the rates that would have been in effect based on the correct 2022 RRI (0%), and the calculated 2023 RRI adjustment (10.37%) are the base rates that the calculated 2024 RRI adjustment would be applied to (**Attachment 7**).

IMD vs. FRD Collection and Transfer Station Rate Comparison

- **Attachment 8** provides a comparison of FRD's collection rates to IMD's rates as they would currently be had there been no 2022 RRI adjustment. As shown, IMD's 2023 residential and commercial base rates are generally comparable to those of FRD.
- **Attachment 9** provides a comparison of FRD's transfer station rates to IMD's rates as they would currently be had there been no 2022 RRI adjustment. As shown, IMD's 2023 transfer station rates are generally comparable to those of FRD.

* * * * * * *

We appreciate the opportunity to be of service to the County. Should you have any questions regarding this submittal, or need any additional information, please contact me by phone at (916) 947-4880 or by email at wschoen@r3cgi.com.

Sincerely,

R3 CONSULTING GROUP



William Schoen | Project Director

Attachments:

1 Franchise Agreement Attachment E - Refuse Rate Index
2 IMD Corrected 2022 Profit Calculation
3 IMD Corrected 2023 Profit Calculation
4 IMD 2023 RRI Calculation
5 January 1, 2024 Collection and Transfer Station Rate Adjustments
  5A Alternative Collection Rate Adjustment
  5B Alternative Transfer Station Rate Adjustment
6 Collection Rates for 2024 RRI
7 Transfer Station Rates for 2024 RRI
8 IMD – FRD Collection Rate Comparison
9 IMD – FRD Transfer Station Rate Comparison

ATTACHMENT E
REFUSE RATE INDEX

The Refuse Rate Index (RRI) adjustment shall be calculated in the following manner:

1. The expenses for the required franchised services for the designated fiscal period (January – December) shall be prepared in the format set forth in the "Operating Cost Statement" below.
2. The expenses for the required franchised services shall be broken down into the following six (6) cost categories: Labor; Diesel Fuel; Vehicle Replacement; Vehicle Maintenance, All Other, and Disposal. Each cost category is assigned a weighted percentage factor based on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following five (5) indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), and the actual change in the disposal site tip fee are used to calculate the adjustment for each cost category. The change in each index and the tip fees is calculated on a twelve-month fiscal period in accordance with the terms of the agreement. In the event any index is discontinued, a successor index shall be selected by **County**. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

Cost Category	**Index**
Labor	Series ID: ceu6056210008 Professional and business services – waste collection
Diesel Fuel	California No 2 Diesel Ultra Low Sulfur (0-15 ppm) http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp
	Vehicle Replacement Series ID: pcu336211336211 Motor vehicle body manufacturing
Vehicle Maintenance	Series ID: pcu333924333924 Industrial truck, trailer and stacker mfg.
All Other	Series ID: cuusx400sa0 Consumer Price Index, All Urban Consumers, All Items; West – Size Class B/C
Disposal	The actual tip fee charged to **Contractor** by the disposal site.

The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each of the six (6) cost categories are then added together to calculate the RRI.

Operating Cost Statement – Description

Labor: List all administrative, officer, operation and maintenance salary and benefit accounts. List payroll tax accounts directly related to the above salary accounts.

List employee group medical and life accounts directly related to the above salary accounts.

List employee retirement or profit sharing contributions accounts directly related to the above salary accounts.

List Workers Compensation accounts directly related to the above salary accounts.

List contract labor accounts directly related to the above salary accounts.

List other employee costs (i.e. safety gear, boot allowance, etc.) directly related to the above salary accounts.

Diesel Fuel: List all diesel fuel accounts.

Vehicle Replacement:

List all collection and collection-related vehicle depreciation accounts.

List all vehicle lease or rental accounts related to collection or collection-related vehicles.

Vehicle Maintenance:

List all collection or collection-related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this agreement. This category includes all insurance including general liability, fire, truck damage, and extended coverage; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel fuel; office supplies; postage; trade association dues and subscription; advertising; and miscellaneous other expenses.

Disposal: List all disposal costs related to the provision of collection services.

Note: *The enactment, or application, of the Refuse Rate Index does not require the "targeted profit amount" to be addressed.*

An Example RRI Calculation:

In this example, the Refuse Rate Index is +2.54% (i.e., rates would be increased by 2.54%)

Item #	Category	Data Source	Percent Change (1)	Category Weight (2)	Weighted Percentage Change (3)
1	Labor	Series ID: ceu6056210008 Professional and business services – waste collection	2.19%	39.05%	+0.85%
2	Diesel Fuel	California No 2 Diesel Ultra Low Sulfur (0-15 ppm) http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp	4.74%	13.15%	+0.62%
3	Vehicle Replacement	Series ID: pcu336211336211 Motor vehicle body manufacturing	6.79%	2.57%	+0.17%
4	Vehicle Maintenance	Series ID: pcu333924333924 Industrial truck, trailer and stacker mfg.	0.16%	13.46%	-0.02%
5	All Other	Series ID: cuusx400sa0 Consumer Price Index, All Urban Consumers, All Items; West – Size Class B/C	1.70%	18.75%	+0.32%
6	Disposal	Average of Change in Disposal Facility Tip Fees	4.60%	13.02%	+0.60%
Example RRI				100%	+2.54%

(1) The percentage change in the indices from year to year.

(2) Each category's percentage of the **Contractor's** total operating costs.

(3) The product of percentage change x category weight.

Attachment 2

	2021 Amount	Non-Allowable	Allowable Expenses	Pass-Through	Profit Basis
Revenue					
Commercial	$ 605,544				
Residential	456,819				
Transfer station	374,609				
Roll-off containers	270,979				
Tipping fees	138,382				
Tipping fees - related party	143,127				
Special service	26,976				
Recycling	23,942				
Total Revenue	2,040,378		2,040,378		
Operating Expenses					
Labor					
Payroll - route	322,599				
Payroll - office	91,438				
Payroll - company executive officer	88,374				
Payroll - transfer station	61,316				
Payroll - taxes	48,728				
Retirement plan contribution	98,913				
Workers' compensation insurance	25,136				
Employee benefits	24,428				
Casual labor	318				
Total Labor	761,250	41,163	720,087		
Diesel Fuel					
Diesel fuel	117,852				
Total Diesel Fuel	117,852		117,852		
Vehicle Replacement					
Depreciation - vehicles	166,929				
Equipment rent	28,146				
Total Vehicle Replacement	195,075		195,075		
Vehicle Maintenance					
Vehicle maintenance	36,820				
Tires	37,152				
Total Vehicle Maintenance	73,972		73,972		
Disposal					
Dump fees	247,446				
Franchise fees	152,827				
Hazardous waste	12,055				
Transfer station rental	9,600				
Commingled material fees	10,558				
Total Disposal	432,486		432,486	432,486	
All Other					
Building rent - related party	69,102				
Accounting	60,438				
Insurance	60,445				
Business taxes, licenses and fees	40,220				
Operating and office supplies	26,681				
Depreciation - equipment	15,435				
Telephone and internet	18,253				
Utilities	13,697				
Equipment maintenance	1,296				
Equipment rental - related party	9,719				
Consulting fees	409				
Other rent	6,388				
Fuel, oil and lubricants	6,294				
Depreciation - leasehold improvements	3,080				
General maintenance	13,237				
Association dues	3,038				
Bad debts	10,504				
Entertainment	1,601				
Advertising and promotion	-				
Depreciation - office	1,063				
Legal	113				
Charitable contributions	1,500				
Total All Other	362,513		362,513		
Total Operating Expenses	1,943,148		1,901,985	432,486	1,469,499 **(B)**
					9.4%
Operating Income	97,230		138,393 **(A)**		
				Operating Ratio	**90.58%**
					(B) / (A+ B)

Attachment 3

Intermountain Disposal
Operating Ratio Calculation
December 31, 2022

		2022 Amount	2022 Revenue Reimbursement	2022 Adjusted Revenues		
Revenue						
	Total Revenue	2,243,606	67,745	2,175,861		
			Non-Allowable	**Allowable Expenses**	**Pass-Through**	**Profit Basis**
Operating Expenses						
Labor						
	Payroll - route	326,206				
	Payroll - office	97,867				
	Payroll - company executive officer	95,295				
	Payroll - transfer station	78,488				
	Payroll - taxes	49,645				
	Retirement plan contribution	126,994				
	Workers' compensation insurance	25,756				
	Employee benefits	27,631				
	Casual labor	-				
	Total Labor	827,882	62,211	765,671		
Diesel Fuel						
	Diesel fuel	187,569				
	Total Diesel Fuel	187,569		187,569		
Vehicle Replacement						
	Depreciation - vehicles	207,284				
	Equipment rent	30,944				
	Total Vehicle Replacement	238,228		238,228		
Vehicle Maintenance						
	Vehicle maintenance	56,797				
	Tires	21,557				
	Total Vehicle Maintenance	78,354		78,354		
Disposal						
	Dump fees	269,760			269,760	
	Franchise fees	94,974			94,974	
	Hazardous waste	230			230	
	Transfer station rental	9,600			9,600	
	Commingled material fees	1,551			1,551	
	Total Disposal	376,115		376,115	376,115	
All Other						
	Building rent - related party	69,102				
	Accounting	76,834				
	Insurance	83,016				
	Business taxes, licenses and fees	34,887				
	Operating and office supplies	36,585				
	Depreciation - equipment	21,217				
	Telephone and internet	13,909				
	Utilities	15,704				
	Equipment maintenance	584				
	Equipment rental - related party	10,157				
	Consulting fees	-				
	Other rent	8,795				
	Fuel, oil and lubricants	11,109				
	Depreciation - leasehold improvements	3,135				
	General maintenance	10,576				
	Association dues	140				
	Bad debts	2,667				
	Entertainment	3,037				
	Advertising and promotion	86				
	Depreciation - office	414				
	Legal	1,788				
	Charitable contributions	700				
	Total All Other	404,442		404,442		
	Total Operating Expenses	2,112,590	62,211	2,050,379	376,115	1,674,264 **(B)**
						7.49%
	Operating Income	131,016		125,482 **(A)**		

Allowable Expenses/(Allowable Expenses + Profit (Operating Income)) **93.03%**
(B)/(A+B)

	A	B	C	D	E	F	G	H	I	J	K
5	**Operating Expenses**										
6		**Labor**									
7			Payroll - route								
8			Payroll - office								
9			Payroll - company executive officer								
10			Payroll - transfer station								
11			Payroll - taxes								
12			Retirement plan contribution								
13			Worker's compensation insurance								
14			Employee benefits								
15			**Total Labor**					**$827,882**			
16		**Diesel Fuel**									
17			Diesel Fuel								
18			**Total Diesel Fuel**					**$187,569**			
19		**Vehicle Replacement**									
20			Depreciation - vehicles								
21			Equipment rent								
22			**Total Vehicle Replacement**					**$238,228**			
23		**Vehicle Maintenance**									
24			Vehicle Maintenance								
25			Tires								
26			**Total Vehicle Maintenance**					$78,354			
27		**Disposal**									
28			Dump fees								
29			Franchise fees								
30			Hazardous waste								
31			Transfer station rental								
32			**Total Disposal**					$376,115			
33		**All Other**									
34			Building rent - related party								
35			Business taxes, licenses and fees								
36			Accounting								
37			Insurance								
38			Depreciation - equipment								
39			Operating and office supplies								
40			General maintenance								
41			Telephone and internet								
42			Utilities								
43			Equipment rental - related part								
44			Other rent								
45			Fuel, oil and lubricants								
46			Equipment maintenance								
47			Bad debts								
48			Depreciation - leasehold improvements								
49			Advertising and promotion								
50			Association dues								
51			Entertainment								
52			Charitable contributions								
53			Depreciation - office								
54			Legal								
55			**Total All Other**					$404,442			
56											
57			**Total Operating Expenses**					**$2,112,590**			
58											
59									**% of Total**	**Change in index**	**Weighted Average**
60							Labor	$827,882	39.19%	4.67%	1.83%
61							Diesel Fuel	$187,569	8.88%	44.76%	3.97%
62							Vehicle Replacement	$238,228	11.28%	14.51%	1.64%
63							Vehicle Maintenance	$78,354	3.71%	12.03%	0.45%
64							All Other	$404,442	19.14%	8.15%	1.56%
65							Disposal	$376,115	17.80%	5.17%	0.92%
66							**Total**	**$2,112,590**	**100.00%**		
67											
68										**RRI Adjustment =**	**10.37%**

COLLECTION RATES

	IMD 2021 Approved Rates
35 gallon waste-wheeler	$ 25.860

Does not included 2.5% Franchise Fee Adjustment

	What Rates Were	Approved Franchise Fee Adjustment	What Rates Should Be		What Rates Are/Will Be	
Jun-22	$ 25.860					Total Adj.
Jul-22		2.50%	$ 26.510	6.410%	$ 28.160	8.91%
Aug-22			$ 26.510		$ 28.160	
Sep-22			$ 26.510		$ 28.160	
Oct-22			$ 26.510		$ 28.160	
Nov-22			$ 26.510		$ 28.160	
Dec-22			$ 26.510		$ 28.160	
Jan-23			$ 26.510		$ 28.160	
Feb-23			$ 26.510		$ 28.160	
Mar-23			$ 26.510		$ 28.160	
Apr-23			$ 26.510		$ 28.160	
May-23			$ 26.510		$ 28.160	
Jun-23			$ 26.510		$ 28.160	
Jul-23		10.370%	$ 29.260		$ 28.160	
Aug-23			$ 29.260		$ 28.160	
Sep-23			$ 29.260		$ 28.160	
Oct-23			$ 29.260		$ 28.160	
Nov-23			$ 29.260		$ 28.160	
Dec-23			$ 29.260		$ 28.160	
Jan-24			$ 29.260	-3.89%	$ 27.060	
Feb-24			$ 29.260		$ 27.060	
Mar-24			$ 29.260		$ 27.060	
Apr-24			$ 29.260		$ 27.060	
May-24			$ 29.260		$ 27.060	
Jun-24			$ 29.260		$ 27.060	
						variance
			$ 669.24		**$ 669.24**	$ -
						0.00%

Payback to Ratepayers Begins

TRANSFER STATION RATES

	IMD 2021 Approved Rates
Two cans or standard containers	$ 10.050

Includes 2.5% Franchise Fee Adjustment

		What Rates Should Be		What Rates Are/Will Be
Jun-22	$ 10.050			
Jul-22	0.000%	$ 10.050	6.410%	$ 10.700
Aug-22		$ 10.050		$ 10.700
Sep-22		$ 10.050		$ 10.700
Oct-22		$ 10.050		$ 10.700
Nov-22		$ 10.050		$ 10.700
Dec-22		$ 10.050		$ 10.700
Jan-23		$ 10.050		$ 10.700
Feb-23		$ 10.050		$ 10.700
Mar-23		$ 10.050		$ 10.700
Apr-23		$ 10.050		$ 10.700
May-23		$ 10.050		$ 10.700
Jun-23		$ 10.050		$ 10.700
Jul-23	10.370%	$ 11.090		$ 11.260
Aug-23		$ 11.090		$ 10.700
Sep-23		$ 11.090		$ 10.700
Oct-23		$ 11.090		$ 10.700
Nov-23		$ 11.090		$ 10.700
Dec-23		$ 11.090		$ 10.700
Jan-24		$ 11.090	-5.74%	$ 10.090
Feb-24		$ 11.090		$ 10.090
Mar-24		$ 11.090		$ 10.090
Apr-24		$ 11.090		$ 10.090
May-24		$ 11.090		$ 10.090
Jun-24		$ 11.090		$ 10.090
				variance
	Totals	**$ 253.680**		**$ 253.700** $ 0.02 (1)
				0.01%

Rate increased for first half of July

Payback to Ratepayers Begins

Rate	
$ 11.810	1st half July
$ 10.700	2nd half July
$ 11.260	

Note: Rates are rounded to generate whole cents, which impacts calculated rate adjustments and may result in slight variances. Differences in prior rounding of rate adjustments and rates would also result in slight variances.

Attachment 5

COLLECTION RATES

	IMD 2021 Approved Rates
35 gallon waste-wheeler	$ 25.860

Does not included 2.5% Franchise Fee Adjustment

	What Rates Were	Approved Franchise Fee Adjustment	What Rates Should Be		What Rates Are/Will Be		Ratepayer +/-
Jun-22	$ 25.860					Total Adj.	
Jul-22		2.50%	$ 26.510	6.410%	$ 28.160	8.91%	$ (1.65)
Aug-22			$ 26.510		$ 28.160		$ (1.65)
Sep-22			$ 26.510		$ 28.160		$ (1.65)
Oct-22			$ 26.510		$ 28.160		$ (1.65)
Nov-22			$ 26.510		$ 28.160		$ (1.65)
Dec-22			$ 26.510		$ 28.160		$ (1.65)
Jan-23			$ 26.510		$ 28.160		$ (1.65)
Feb-23			$ 26.510		$ 28.160		$ (1.65)
Mar-23			$ 26.510		$ 28.160		$ (1.65)
Apr-23			$ 26.510		$ 28.160		$ (1.65)
May-23			$ 26.510		$ 28.160	Payback to the Ratepayers begins	$ (1.65)
Jun-23			$ 26.510		$ 28.160		$ (1.65)
Jul-23		10.370%	$ 29.260		$ 28.160		$ 1.10
Aug-23			$ 29.260		$ 28.160		$ 1.10
Sep-23			$ 29.260		$ 28.160		$ 1.10
Oct-23			$ 29.260		$ 28.160		$ 1.10
Nov-23			$ 29.260		$ 28.160		$ 1.10
Dec-23			$ 29.260		$ 28.160		$ 1.10
Jan-24			$ 29.260	0.00%	$ 28.160		$ 1.10
Feb-24			$ 29.260		$ 28.160		$ 1.10
Mar-24			$ 29.260		$ 28.160		$ 1.10
Apr-24			$ 29.260		$ 28.160		$ 1.10
May-24			$ 29.260		$ 28.160		$ 1.10
Jun-24			$ 29.260		$ 28.160		$ 1.10
Jul-24			$ 29.260	(1)	$ 28.160		$ 1.10
Aug-24			$ 29.260		$ 28.160		$ 1.10
Sep-24			$ 29.260		$ 28.160		$ 1.10
Oct-24			$ 29.260		$ 28.160		$ 1.10
Nov-24			$ 29.260		$ 28.160		$ 1.10
Dec-24			$ 29.260		$ 28.160		$ 1.10
Jan-25			$ 29.260	3.900%	$ 29.260		$ -
						variance	
			$ 844.80		**$ 844.80**	$ - (1)	**$ 0.00**
						0.00%	

(1) if IMD is not due a July 1, 2024 rate increase due to excess profit (i.e., less than a 92% operating ratio) there would be no July 2024 rate adjustment. Rates would then be increased by 3.90% on January 1, 2025 to set them where they should be having fully compensated the ratepayers at that point. If a July 1, 2024 rate increase is due, the rates would be increased by the calculated RRI on July 1, 2024 and the increased again on January 1, 2025. In this case, the January 1. 2025 rate increase would need to be calculated and would be less than the 3.90% shown as that rate adjustment assumes no July 2024 rate increase.

TRANSFER STATION RATES

	IMD 2021 Approved Rates
Two cans or standard containers	$ 10.050

Includes 2.5% Franchise Fee Adjustment

		What Rates Should Be		What Rates Are/Will Be			Ratepayer +/-
Jun-22	$ 10.500						
Jul-22	**0.000%**	$ 10.050	**6.410%**	$ 10.700			$ (0.65)
Aug-22		$ 10.050		$ 10.700			$ (0.65)
Sep-22		$ 10.050		$ 10.700			$ (0.65)
Oct-22		$ 10.050		$ 10.700			$ (0.65)
Nov-22		$ 10.050		$ 10.700			$ (0.65)
Dec-22		$ 10.050		$ 10.700			$ (0.65)
Jan-23		$ 10.050		$ 10.700			$ (0.65)
Feb-23		$ 10.050		$ 10.700			$ (0.65)
Mar-23		$ 10.050		$ 10.700			$ (0.65)
Apr-23		$ 10.050		$ 10.700		Payback to the Ratepayers begins	$ (0.65)
May-23		$ 10.050		$ 10.700			$ (0.65)
Jun-23		$ 10.050		$ 10.700			$ (0.65)
Jul-23	**10.370%**	$ 11.090		$ 11.260			$ (0.17)
Aug-23		$ 11.090		$ 10.700			$ 0.39
Sep-23		$ 11.090		$ 10.700			$ 0.39
Oct-23		$ 11.090		$ 10.700			$ 0.39
Nov-23		$ 11.090		$ 10.700			$ 0.39
Dec-23		$ 11.090		$ 10.700			$ 0.39
Jan-24		$ 11.090	**0.00%**	$ 10.700			$ 0.39
Feb-24		$ 11.090		$ 10.700			$ 0.39
Mar-24		$ 11.090		$ 10.700			$ 0.39
Apr-24		$ 11.090		$ 10.700			$ 0.39
May-24		$ 11.090		$ 10.700			$ 0.39
Jun-24		$ 11.090		$ 10.700			$ 0.39
Jul-24		$ 11.090	**(1)**	$ 10.700			$ 0.39
Aug-24		$ 11.090		$ 10.700			$ 0.39
Sep-24		$ 11.090		$ 10.700			$ 0.39
Oct-24		$ 11.090		$ 10.700			$ 0.39
Nov-24		$ 11.090		$ 10.700			$ 0.39
Dec-24		$ 11.090		$ 10.700			$ 0.39
Jan-25		$ 11.090		$ 10.700			$ 0.39
Feb-25		$ 11.090		$ 10.700			$ 0.39
Mar-25		$ 11.090		$ 10.700			$ 0.39
Apr-25		$ 11.090		$ 10.700			$ 0.39
		$ 11.090	**3.67%**	$ 11.090	(1)		$ -
						variance	
	Totals	**$ 364.58**		**$ 364.36**		$ (0.22) (2)	
						-0.06%	

(1) Adjusting rates on April 17, 2025 to what they should be would make all parties whole at that point.
(2) if IMD is not due a July 1, 2024 rate increase due to excess profit (i.e., less than a 92% operating ratio) there would be no July 1, 2024 rate adjustment. Rates would then be increased by 3.67% on April 17, 2025 to set them where they should be having fully compensated the ratepayers at that point. If a July 1, 2024 rate increase is due, the rates would be increased by the calculated RRI on July 1, 2024 and the increased again on April 17, 2025. In this case, the April 17. 2025 rate increase would need to be calcualted and would be less than the 3.67% shown as that rate adjustment assumes no July 24, 2024 rate increase.

		IMD		
		2021	2022	2023
		Approved Rates	2.50%	10.37%
Residential Base Rate (Per Month)				
35 gallon waste-wheeler		$ 25.86	$ 26.51	$ 29.26
64 gallon waste-wheeler		$ 32.97	$ 33.79	$ 37.30
96 gallon waste-wheeler		$ 39.01	$ 39.99	$ 44.13
Residential Large Items				
Washer, dryer, standard fridge, single mattress		$ 21.05	$ 21.58	$ 23.81
Single bed mattress and similar sized object				
Deep freezer, double mattress		$ 45.95	$ 47.10	$ 51.98
Double bed mattress and similar sized object				
Tire 16" or less		$ 4.36	$ 4.47	$ 4.93
Tire 16.1" to 20"		$ 8.92	$ 9.14	$ 10.09
Tire 20" or more		$ 21.05	$ 21.58	$ 23.81
Residential Account Start-Up Fee		$ 8.92	$ 9.14	$ 10.09
Commercial Base Rate				
Once CY Bin (one per week)		$ 93.68	$ 96.02	$ 105.98
Once CY Bin (twice per week)		$ 187.36	$ 192.04	$ 211.96
Once CY Bin (three times per week)		$ 281.04	$ 288.07	$ 317.94
Once CY Bin (four times per week)		$ 374.72	$ 384.09	$ 423.92
Once CY Bin (five times per week)		$ 468.40	$ 480.11	$ 529.90
Each additional CY per collection		$ 25.16	$ 25.79	$ 28.46
35 gallon waste-wheeler		$ 32.22	$ 33.03	$ 36.45
64 gallon waste-wheeler		$ 39.01	$ 39.99	$ 44.13
96 gallon waste-wheeler		$ 43.69	$ 44.78	$ 49.43
Bin Delivery Charge		$ 60.13	$ 61.63	$ 68.02
Special Travel Charge (Not to Exceed) Per Hour		$ 97.73	$ 100.17	$ 110.56

		IMD		
		2021	2022	2023
		Approved (1)	0.00%	10.37%
Transfer Station Unload Fees				
Minimum unloading fee				
Two cans or standard containers	$	10.05	$ 10.05	$ 11.09
Three cans or standard containers	$	15.35	$ 15.35	$ 16.94
Four cans or standard containers	$	19.35	$ 19.35	$ 21.36
Station Wagon	$	20.45	$ 20.45	$ 22.57
Compact Truck	$	25.45	$ 25.45	$ 28.09
Compact Truck with Side Boards	$	32.15	$ 32.15	$ 35.48
Standard Size Pickup Truck	$	31.05	$ 31.05	$ 34.27
Standard Size Pickup Truck with Side Boards	$	38.40	$ 38.40	$ 42.38
Large Truck (per CY)	$	22.35	$ 22.35	$ 24.67
Transfer Station - Large and Restricted Items				
Washer, dryer, standard fridge, single mattress	$	17.35	$ 17.35	$ 19.15
Deep freezer, double mattress	$	32.15	$ 32.15	$ 35.48
Tire - 16" or less	$	3.80	$ 3.80	$ 4.19
Tire - 16.1" to 20"	$	9.15	$ 9.15	$ 10.10
Tire - 20" or more	$	16.85	$ 16.85	$ 18.60
Tree Stumps				
12" or less	$	24.85	$ 24.85	$ 27.43
13" to 24"	$	49.70	$ 49.70	$ 54.85
Greater than 24"	$	74.60	$ 74.60	$ 82.34
Cathode Ray Monitor or TV	$	4.15	$ 4.15	$ 4.58
Compact Loads (per ton)	$	92.50	$ 92.50	$ 102.09

(1) includes 2.50% franchise fee increase

	IMD			FRD			FRD vs. IMD	
	2021	2022	2023	2021	2022	2023	2023	
	Approved Rates	2.50%	10.37%	Approved Rates	6.39%	9.08%		
Residential Base Rate (Per Month)								
35 gallon waste-wheeler	$ 25.86	$ 26.51	$ 29.26	$ 23.61	$ 25.12	$ 27.40	$ (1.85)	-6.34%
64 gallon waste-wheeler	$ 32.97	$ 33.79	$ 37.30	$ 32.10	$ 34.15	$ 37.25	$ (0.05)	-0.13%
96 gallon waste-wheeler	$ 39.01	$ 39.99	$ 44.13	$ 41.61	$ 44.27	$ 48.29	$ 4.16	9.42%
Residential Large Items								
Washer, dryer, standard fridge, single mattress	$ 21.05	$ 21.58	$ 23.81	$ 22.99	$ 24.46	$ 26.68	$ 2.87	12.04%
Single bed mattress and similar sized object				$ 22.99	$ 24.46	$ 26.68		
Deep freezer, double mattress	$ 45.95	$ 47.10	$ 51.98	$ 45.78	$ 48.71	$ 53.13	$ 1.15	2.21%
Double bed mattress and similar sized object				$ 45.78	$ 48.71	$ 53.13		
Tire 16" or less	$ 4.36	$ 4.47	$ 4.93	$ 5.06	$ 5.38	$ 5.87	$ 0.94	18.98%
Tire 16.1" to 20"	$ 8.92	$ 9.14	$ 10.09	$ 9.78	$ 10.40	$ 11.34	$ 1.25	12.42%
Tire 20" or more	$ 21.05	$ 21.58	$ 23.81	$ 22.99	$ 24.46	$ 26.68	$ 2.87	12.04%
Residential Account Start-Up Fee	$ 8.92	$ 9.14	$ 10.09	$ 9.78	$ 10.40	$ 11.34	$ 1.25	12.42%
Commercial Base Rate								
Once CY Bin (one per week)	$ 93.68	$ 96.02	$ 105.98	$ 91.58	$ 97.43	$ 106.28	$ 0.30	0.28%
Once CY Bin (twice per week)	$ 187.36	$ 192.04	$ 211.96	$ 182.89	$ 194.58	$ 212.25	$ 0.29	0.14%
Once CY Bin (three times per week)	$ 281.04	$ 288.07	$ 317.94	$ 274.91	$ 292.48	$ 319.04	$ 1.10	0.35%
Once CY Bin (four times per week)	$ 374.72	$ 384.09	$ 423.92	$ 366.61	$ 390.04	$ 425.46	$ 1.54	0.36%
Once CY Bin (five times per week)	$ 468.40	$ 480.11	$ 529.90	$ 458.31	$ 487.60	$ 531.87	$ 1.98	0.37%
Each additional CY per collection	$ 25.16	$ 25.79	$ 28.46	$ 24.61	$ 26.18	$ 28.56	$ 0.09	0.33%
35 gallon waste-wheeler	$ 32.22	$ 33.03	$ 36.45	$ 25.44	$ 27.07	$ 29.53	$ (6.92)	-18.99%
64 gallon waste-wheeler	$ 39.01	$ 39.99	$ 44.13	$ 34.59	$ 36.80	$ 40.14	$ (3.99)	-9.04%
96 gallon waste-wheeler	$ 43.69	$ 44.78	$ 49.43	$ 47.39	$ 50.42	$ 55.00	$ 5.57	11.27%
Bin Delivery Charge	$ 60.13	$ 61.63	$ 68.02	$ 61.07	$ 64.97	$ 70.87	$ 2.84	4.18%
Special Travel Charge (Not to Exceed) Per Hour	$ 97.73	$ 100.17	$ 110.56	$ 99.18	$ 105.52	$ 115.10	$ 4.54	4.11%

Attachment 8

	IMD			FRD		FRD vs. IMD	
	2021	2022	2023	2022	2023	2023	
	Approved (1)	0.00%	10.37%	Approved	9.08%		
Transfer Station Unload Fees							
Minimum unloading fee				$ 10.00	$ 10.91		
Two cans or standard containers	$ 10.05	$ 10.05	$ 11.09	$ 10.00	$ 10.91	$ (0.18)	-1.83%
Three cans or standard containers	$ 15.35	$ 15.35	$ 16.94	$ 15.90	$ 17.34	$ 0.40	2.62%
Four cans or standard containers	$ 19.35	$ 19.35	$ 21.36	$ 20.85	$ 22.74	$ 1.39	7.17%
Station Wagon	$ 20.45	$ 20.45	$ 22.57	$ 21.65	$ 23.62	$ 1.05	5.11%
Compact Truck	$ 25.45	$ 25.45	$ 28.09	$ 26.90	$ 29.34	$ 1.25	4.92%
Compact Truck with Side Boards	$ 32.15	$ 32.15	$ 35.48	$ 34.40	$ 37.52	$ 2.04	6.34%
Standard Size Pickup Truck	$ 31.05	$ 31.05	$ 34.27	$ 32.85	$ 35.83	$ 1.56	5.03%
Standard Size Pickup Truck with Side Boards	$ 38.40	$ 38.40	$ 42.38	$ 41.10	$ 44.83	$ 2.45	6.38%
Large Truck (per CY)	$ 22.35	$ 22.35	$ 24.67	$ 23.20	$ 25.31	$ 0.64	2.86%
Transfer Station - Large and Restricted Items							
Washer, dryer, standard fridge, single mattress	$ 17.35	$ 17.35	$ 19.15	$ 18.60	$ 20.29	$ 1.14	6.57%
Deep freezer, double mattress	$ 32.15	$ 32.15	$ 35.48	$ 33.75	$ 36.81	$ 1.33	4.14%
Tire - 16" or less	$ 3.80	$ 3.80	$ 4.19	$ 4.15	$ 4.53	$ 0.33	8.76%
Tire - 16.1" to 20"	$ 9.15	$ 9.15	$ 10.10	$ 8.35	$ 9.11	$ (0.99)	-10.83%
Tire - 20" or more	$ 16.85	$ 16.85	$ 18.60	$ 18.50	$ 20.18	$ 1.58	9.39%
Tree Stumps							
12" or less	$ 24.85	$ 24.85	$ 27.43				
13" to 24"	$ 49.70	$ 49.70	$ 54.85				
Greater than 24"	$ 74.60	$ 74.60	$ 82.34				
Cathode Ray Monitor or TV	$ 4.15	$ 4.15	$ 4.58	$ 4.40	$ 4.80	$ 0.22	5.28%
Compact Loads (per ton)	$ 92.50	$ 92.50	$ 102.09	$ 107.95	$ 117.75	$ 15.66	

(1) includes 2.50% franchise fee increase

Attachment 9

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Colleen Foster, Fiscal/Tech Services Assistant III**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Adopt RESOLUTION Establishing a revised fee schedule for collection and related solid waste services for franchise service area No. 2 (operated by Intermountain Disposal); (No General Fund Impact) franchise fees; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

R3 Consulting Group's November 10, 2023, updated report recommends that Plumas County lower IMD's curbside collection rates by 3.89% effective January 1, 2024 for the remainder of the fiscal year. Solid Waste Staff respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Decrease Resolution for solid waste service related collection fees, which shall cover door-to-door collection, transfer, hauling and ultimate disposal activities within Franchise Area No. 2, as operated by franchise contractor InterMountain Disposal

Background and Discussion:

PREFACE:

The primary purpose of this Agenda Request is to correct a mistake that was discovered in the 2022 Rate Analysis Report, conducted by R3 Consulting Group, for InterMountain Disposal. The attached resolution will lower the currently existing rates for Intermountain Disposal.

BACKGROUND:

Per the terms of the 2017 Franchise Agreement between Plumas County and InterMountain Disposal, an annual review of the Franchise Contractor's audited financial statements is performed via a 3rd party firm, to determine if the Franchise Contractor is due a rate increase or decrease.

During the course of the rate review process for 2023, it was discovered that R3 Reporting group had made an error in their 2022 report for InterMountain Disposal, erroneously finding that they were due a 6.41% rate increase when in actuality they were not due a rate increase for the year of 2022. Upon learning this, Public Works Staff recommended that the Board of Supervisors halt InterMountain Disposal's stipulated 10.37% rate increase until customers could be reimbursed for the overcharge resulting from 2022's rate increase.

In November 2023, R3 Consulting Group delivered Public Works staff an updated report, detailing how to reimburse both the customer base for the 6.41% overcharge and IMD for the delay in implementing the 10.37% rate increase due to them in July of 2023.

Action:

Adopt **RESOLUTION** (ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

Fiscal Impact:

No General Fund Impact; franchise fees.

Attachments:

1. 23-821 FINAL Resolution Est. Revised Sched. for Collection IMD
2. Plumas County - IMD - 2023 RRI Letter Report - 111023

RESOLUTION NO. 23-____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL)

WHEREAS, the Plumas County Board of Supervisors, on July 5, 2022, did adopt Plumas County Resolution No. 22-8714, thus revising the fee schedules for collection, transfer, and related solid waste services for the Franchise Contractor for Franchise Service Area No. 2, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, there was an inadvertent calculation error in connection with the rate change effective on July 1, 2022 that resulted in rates being 6.41% too high, resulting in excess revenue during the period of July 1, 2022 to July 1, 2023. However, Financial data for the year of 2022 would justify a rate increase of 10.37% beginning July 1, 2023. After offsetting excess revenue against the rate change for the year of 2023, customers would be eligible for a rate reduction of 3.89% for the period of January 1, 2024 to July 1, 2024 in order to refund the excess revenue, and

WHEREAS, InterMountain Disposal (IMD) is the solid waste franchise contractor for Franchise Service Area No. 2, and has requested a decrease in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

WHEREAS, on _____, 2023, a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate decreases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 22-8714.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 22-8714, for collection, transfer and related solid waste services in Franchise Service Area No. 2, effective January 1, 2024, as follows:

(a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.

(b) **Collection fees.** The base rate for collection, as described below and shown on attached

Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be $27.07 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be $34.51 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is $40.83 for one collection per week.

(2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of $22.03 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of $43.91 each per collection. Each tire shall be charged per collection: $4.56 [sixteen (16") inches or less]; $9.34 [more than sixteen (16") inches but less than twenty (20") inches]; $22.03 [more than twenty (20") inches].

(3) **Residential billing**. Each new residential collection account shall be charged $9.34 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of $98.06 for one collection per week; a monthly fee of $196.12 for two (2) collections per week; a monthly fee of $294.17 for three (3) collections per week; a monthly fee of $392.23 for four (4) collections per week; and a monthly fee of $490.29 for five (5) collections per week. Each additional cubic yard per collection shall be charged $26.34, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is $33.73. The monthly charge for a sixty-four (64) gallon waste-wheeler is $40.83. The monthly charge for a ninety-six (96) gallon waste-wheeler is $45.73. Monthly charges for waste-wheelers are double the above if collection is twice per week.

(5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.

(6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and

mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed $102.30 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of $62.94 shall be charged to cover the round-trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

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 _____day of _____ 2023, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

R3 CONSULTING GROUP, INC.
RESOURCES · RESPECT · RESPONSIBILITY

November 10, 2023

Ms. Sean Graham
Plumas County
1824 East Main Street
Quincy, CA 95971-9795

Subject: **Letter Report: 2023 Refuse Rate Index Adjustment - Intermountain Disposal**

Dear Ms. Graham:

R3 Consulting Group, Inc. (R3) was engaged by Plumas County (County) to assist it with calculating the 2023 Refuse Rate Index (RRI) rate adjustment for Feather River Disposal Inc. (FRD) and Intermountain Disposal (IMD), collectively referred to as the "Contractors". This letter report presents the results of the RRI calculation for IMD. The results of our RRI calculation for FRD are provided in a separate report.

Project Background

General Information

The County executed franchise agreements (Agreements) with IMD and FRD (Waste Management Inc.) effective April 1, 2017. Those Agreements terminate at midnight on March 31, 2027. Under the terms of the Agreements, beginning on July 1, 2018, and annually thereafter, the Contractors are to receive an annual adjustment to the rates through the Refuse Rate Index (RRI) process as set forth in Attachment E of the Agreements (**Attachment 1**). As stated in Section 12.04 of the Agreement, if the operating ratio (i.e., profit level) for the previous 12-month period falls within the range of values defined in the Agreements no RRI adjustment will be made.

As specified in Section 12.04.C of the Agreement, on or before March 15, 2018 and annually thereafter the Contractors are to deliver to the County audited financial information per Section 10.05 of the Agreement for the preceding calendar year. Such information is to be in the format as set forth in Attachment E and shall be allocated between curbside collection services and all other collection and disposal services, or as may be further revised by agreement of the County and the Contractors. Section 12.04.C also states that *"If Contractor fails to submit the financial information in the required format by March 15th, it is agreed that Contactor shall be deemed to have waived the RRI adjustment for that year."*

Both IMD and FRD take solid waste to a Waste Management owned landfill in Nevada. For purposes of establishing the change in the Disposal component of the RRI the change in the per ton tip fee that Waste Management charges to IMD is used to set the Disposal RRI component percentage adjustment for both FRD and IMD. That annual increase is tied to the percentage change in the Consumer Price Index-U.S. City Average-Garbage and Trash Collection Series IDCUUR0000SEHG02.

Historical Rate Adjustments

The following table provides a listing of IMD's annual rate adjustments under the current Agreement.

Fiscal Year	Rate Adjustment
2018	0.00%
2019	4.24%
2020	3.84%
2021	0.00%
2022	8.91%

As shown, IMD did not receive a rate adjustment in 2018 and 2021. The 2022 8.91% rate adjustment was comprised of a 6.41% RRI adjustment plus a 2.50% franchise fee adjustment.

Project Objectives

To determine if:

- IMD is eligible for an RRI adjustment effective July 1, 2023; and if so
- The amount of the RRI adjustment.

Minimum Profit Level

Issues were previously raised with the County with respect to both the operating ratio definition in the Agreement and the established operating ratio range, which have bearing on the annual rate adjustment calculation and are discussed below.

Corrected Profit Level Range

Per Section 12.04 of the Agreements, if the operating ratio (i.e., profit level) for the previous 12-month period falls within the range of values defined in Attachment A (i.e., 88% to 92%)[1] no RRI adjustment will be made. The intent of that clause was to set the minimum profit level 92% that would trigger an RRI adjustment, but as drafted, unintentionally allows for an RRI adjustment for a profit level greater than 88%. As first stated in our 2018 RRI report, our understanding that the County and Contractors' intent was to set 92% as the minimum profit level below which an RRI would apply, which is how that has been interpreted for all RRI reviews to date, and is the guideline for this review.

Corrected Operating Ratio Calculation

The Agreement defines the operating ratio as:

> *"..the ratio, expressed as a percentage, of the net operating costs actually incurred by Contractor, exclusive of Pass-Through Costs and Non-Allowable Costs, divided by Contractor's net income…"*

That definition does not align with the standard operating ratio definition, which is

> *Net operating costs divided by net operating costs plus net income (profit).*

[1] As the operating ratio percentage increases the associated profit level decreases. An operating ratio of 92% equates to a profit level of 8.70%, while an operating ratio of 88% equates to a profit level of 13.64%.

Under the Agreement definition, the calculated operating ratio (profit level) decreases as profit increases, and increases as profit decreases. As an example, operating income of $50,000 with operating expenses of $1.0 million yields a figure of 20% ($1,000,000/$50,000)/100), while operating income of $200,000 with operating expenses of $1.0 million yields a figure of 5% ($1,000,000/$200,000)/100).

In prior discussions with the County it was agreed that the operating ratio definition was intended to read as follows, consistent with the generally accepted solid waste operating ratio definition:

> *"…the ratio expressed as a percentage, of the net operating costs actually incurred by Contractor, exclusive of Pass-Through Costs and Non-Allowable Costs, divided by Contractor's net operating costs plus net income…"*.

Non-Allowable Expense Adjustment

Section 10.5.B.16.a. of the Agreement lists the following non-allowable expense:

a. *Aggregate annual office salary and benefits in excess of $146,124 for two officers, adjusted annually by the RRI.*

The Refuse Rate Index (RRI) is calculated annually as specified in Attachment E. Rates are adjusted annually by the RRI unless the Contractor's profit exceeds the established limit. The calculated RRI is the figure that has been used to annually adjust the non-allowable expense limit for officer salary and benefits, regardless of whether or not the rates were similarly adjusted.

Corrected Profit Calculation

During the course of the 2023 rate adjustment process a correction to the calculation used to determine the Contractor's profit level was identified. As a result, a review of all prior Contractor profit calculations was undertaken to ensure that the ratepayers are made whole for any rate impact associated with that correction.

Findings

- IMD submitted the required financial information to the County prior to the March 15th deadline, as required.
- The approved rate adjustments for 2018 through 2021 were not impacted by the corrected profit calculation.
- The 2022 rate review found that IMD was due a rate increase. Based on the corrected profit calculation IMD's profit level (90.58%) (**Attachment 2**) exceeded the minimum profit level and IMD should not have received that rate increase. As such the rates need to be adjusted to remove the impact of that rate adjustment from the current rates, and reimburse the ratepayers for the additional cost they will have paid up to the point that corrected rates are approved.
- Applying the corrected rate adjustment methodology to IMD's 2022 financial statement results shows that IMD exceeded the minimum profit level and therefore would not be due a rate increase this year. However, the 2022 financial statement results reflect revenues (rates) for the second half of 2022 (July – December) that account for the July 1, 2022 rate increase, which is being disallowed. Those revenues are being reimbursed to the ratepayers through the recommended 2023 rate adjustment below. When those revenues are removed from the 2022 profit calculation IMD's profit (93.03%) (**Attachment 3**) did not meet the minimum profit level

and is therefore IMD is due the calculated 2023 rate increase, after the applicable adjustments discussed below.[2]

- IMD's 2023 rate adjustment was to be effective July 1, 2023. It is expected that the 2023 rate adjustment will be delayed six (6) months, becoming effective on January 1, 2024.

Collection Rate Adjustment

- The calculated July 1, 2023 RRI is 10.37% (**Attachment 4**).[3]
- To make both the ratepayers and IMD whole by July 1, 2024, that 10.37% rate increase needs to be adjusted to:
    - Backout the disallowed 2022 6.41% RRI rate increase;
    - Reimburse the ratepayers for the 2022 6.41% RRI increase that will have been in effect for 18 months as of January 1, 2024 when 2023 rates are to become effective; and
    - Reimburse IMD for the six (6) month delay in implementing the July 1, 2023 10.37% RRI rate increase.

  The above three adjustments result in an overall rate decrease of **3.89%**, which is to be in effect only for the six (6) months from January 2024 through June 2024. **Attachment 5** provides a comparison of a sample collection rate showing what the ratepayers would have paid through July 1, 2024 for the following two scenarios:
    - "What the Rates Should Be" had there been no 2022 RRI adjustment and accounting for the July 1, 2023 10.37% RRI adjustment; versus
    - "What the Rates Are/Will Be" accounting for the 6.41% 2022 RRI and the corresponding 3.89% rate decrease effective January 1, 2024.

  As shown, at the end of that 6 month period all appropriate reimbursements to the ratepayers and IMD will have been fully realized.
- For purposes of the January 1, 2025 RRI collection rate adjustment the rates that would have been in effect based on the correct 2022 RRI (0%) plus the 2.50% 2022 franchise fee adjustment, and the calculated 2023 RRI adjustment (10.37%) are the base rates that the calculated 2024 RRI adjustment would be applied to (**Attachment 6**).
- In conducting the profit calculation for 2023, IMD's 2023 revenues should be adjusted to what they would have been had the correct RRI calculated rates been in place. This will provide for an accurate 2023 profit calculation.

Alternative Collection Rate Adjustment Option

The above rate adjustment requires that the County reduce rates on January 1, 2024 and then increase rates on July 1, 2024 to remove the 6 month 3.89% rate decrease and apply the calculated July 1, 2024 RRI rate adjustment, if applicable. Rather than decrease the rates in January and then increase them in

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[2] That revenue adjustment was based on the annual revenues as presented in the 2022 financial statement, and assumed that monthly billings for the first six months were the same as those for the last six months prior to the July 1, 2022 rate adjustment (i.e., rate revenue for the last six months was 8.91% higher than the first six months).

[3] The 10.37% calculated rate increase is somewhat higher than the corresponding annual change in the CPI of 8.15%, and is largely driven by the significant increase in the Diesel Fuel index between 2001 and 2002, which increased more than 40%. Vehicle Replacement and Vehicle Maintenance index increases also exceeded the annul CPI increase.

July the County could instead maintain the existing rates until the ratepayers were made whole. IMD received more revenue than it was due for July 2022 through June 2023 due to the incorrect 6.41% rate increase that was applied. With IMD foregoing the 10.37% RRI rate increase that was to become effective July 1, 2023, IMD began receiving less revenue than it otherwise would have been due, more than offsetting the 6.41% rate increase. As such, as of July 1, 2023 the ratepayers began receiving the benefit of those lower rates, beginning the process of compensating them for the incorrect 6.41% rate increase. Rather than decrease existing rates on January 1, 2024 to accelerate repayment to the ratepayers, the County could maintain the current rates and current level of ratepayer payback through December 2024, at which point the ratepayers would have been made whole. At that time rates would need to be adjusted to what they otherwise would have been. This rate adjustment scenario is shown in **Attachment 5A**. A similar strategy could be used for the transfer station adjustment. That rate adjustment calculation is shown in **Attachment 5B**.

Transfer Station Rate Adjustment

- The transfer station rate adjustments to the, 2023 RRI are the same as those for the collection rate described above, with the exception that the transfer station rates were increased by 10.37% for the first two weeks of July 2023 (0.5 months). As a result, IMD only needs to be made whole for a 2.5 month delay in implementing the 2023 rate adjustment, rather than the 6 month delay for the collection rates. As a result the calculated rate decrease is **5.74%**. **Attachment 5** also includes a sample transfers station rate comparison for the following two scenarios
    - "What the Rates Should Be" had there been no 2022 RRI adjustment and accounting for the July 1, 2023 10.37% RRI adjustment; versus
    - "What the Rates Are" accounting for the 6.41% 2022 RRI and the corresponding 5.74% rate decrease effective January 1, 2024.
- For purposes of the January 1, 2025 transfer station RRI rate adjustment, the rates that would have been in effect based on the correct 2022 RRI (0%), and the calculated 2023 RRI adjustment (10.37%) are the base rates that the calculated 2024 RRI adjustment would be applied to (**Attachment 7**).

IMD vs. FRD Collection and Transfer Station Rate Comparison

- **Attachment 8** provides a comparison of FRD's collection rates to IMD's rates as they would currently be had there been no 2022 RRI adjustment. As shown, IMD's 2023 residential and commercial base rates are generally comparable to those of FRD.
- **Attachment 9** provides a comparison of FRD's transfer station rates to IMD's rates as they would currently be had there been no 2022 RRI adjustment. As shown, IMD's 2023 transfer station rates are generally comparable to those of FRD.

* * * * * * *

We appreciate the opportunity to be of service to the County. Should you have any questions regarding this submittal, or need any additional information, please contact me by phone at (916) 947-4880 or by email at wschoen@r3cgi.com.

Sincerely,

R3 CONSULTING GROUP



William Schoen | Project Director

Attachments:

1 Franchise Agreement Attachment E - Refuse Rate Index
2 IMD Corrected 2022 Profit Calculation
3 IMD Corrected 2023 Profit Calculation
4 IMD 2023 RRI Calculation
5 January 1, 2024 Collection and Transfer Station Rate Adjustments
  5A Alternative Collection Rate Adjustment
  5B Alternative Transfer Station Rate Adjustment
6 Collection Rates for 2024 RRI
7 Transfer Station Rates for 2024 RRI
8 IMD – FRD Collection Rate Comparison
9 IMD – FRD Transfer Station Rate Comparison

ATTACHMENT E
REFUSE RATE INDEX

The Refuse Rate Index (RRI) adjustment shall be calculated in the following manner:

1. The expenses for the required franchised services for the designated fiscal period (January – December) shall be prepared in the format set forth in the "Operating Cost Statement" below.
2. The expenses for the required franchised services shall be broken down into the following six (6) cost categories: Labor; Diesel Fuel; Vehicle Replacement; Vehicle Maintenance, All Other, and Disposal. Each cost category is assigned a weighted percentage factor based on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following five (5) indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), and the actual change in the disposal site tip fee are used to calculate the adjustment for each cost category. The change in each index and the tip fees is calculated on a twelve-month fiscal period in accordance with the terms of the agreement. In the event any index is discontinued, a successor index shall be selected by **County**. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

Cost Category	**Index**
Labor	Series ID: ceu6056210008 Professional and business services – waste collection
Diesel Fuel	California No 2 Diesel Ultra Low Sulfur (0-15 ppm) http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp
	Vehicle Replacement Series ID: pcu336211336211 Motor vehicle body manufacturing
Vehicle Maintenance	Series ID: pcu333924333924 Industrial truck, trailer and stacker mfg.
All Other	Series ID: cuusx400sa0 Consumer Price Index, All Urban Consumers, All Items; West – Size Class B/C
Disposal	The actual tip fee charged to **Contractor** by the disposal site.

The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each of the six (6) cost categories are then added together to calculate the RRI.

Operating Cost Statement – Description

Labor: List all administrative, officer, operation and maintenance salary and benefit accounts. List payroll tax accounts directly related to the above salary accounts.

List employee group medical and life accounts directly related to the above salary accounts.

List employee retirement or profit sharing contributions accounts directly related to the above salary accounts.

List Workers Compensation accounts directly related to the above salary accounts.

List contract labor accounts directly related to the above salary accounts.

List other employee costs (i.e. safety gear, boot allowance, etc.) directly related to the above salary accounts.

Diesel Fuel: List all diesel fuel accounts.

Vehicle Replacement:

List all collection and collection-related vehicle depreciation accounts.

List all vehicle lease or rental accounts related to collection or collection-related vehicles.

Vehicle Maintenance:

List all collection or collection-related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this agreement. This category includes all insurance including general liability, fire, truck damage, and extended coverage; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel fuel; office supplies; postage; trade association dues and subscription; advertising; and miscellaneous other expenses.

Disposal: List all disposal costs related to the provision of collection services.

Note: *The enactment, or application, of the Refuse Rate Index does not require the "targeted profit amount" to be addressed.*

An Example RRI Calculation:

In this example, the Refuse Rate Index is +2.54% (i.e., rates would be increased by 2.54%)

Item #	Category	Data Source	Percent Change (1)	Category Weight (2)	Weighted Percentage Change (3)
1	Labor	Series ID: ceu6056210008 Professional and business services – waste collection	2.19%	39.05%	+0.85%
2	Diesel Fuel	California No 2 Diesel Ultra Low Sulfur (0-15 ppm) http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp	4.74%	13.15%	+0.62%
3	Vehicle Replacement	Series ID: pcu336211336211 Motor vehicle body manufacturing	6.79%	2.57%	+0.17%
4	Vehicle Maintenance	Series ID: pcu333924333924 Industrial truck, trailer and stacker mfg.	0.16%	13.46%	-0.02%
5	All Other	Series ID: cuusx400sa0 Consumer Price Index, All Urban Consumers, All Items; West – Size Class B/C	1.70%	18.75%	+0.32%
6	Disposal	Average of Change in Disposal Facility Tip Fees	4.60%	13.02%	+0.60%
Example RRI				100%	+2.54%

(1) The percentage change in the indices from year to year.

(2) Each category's percentage of the **Contractor's** total operating costs.

(3) The product of percentage change x category weight.

Attachment 2

	2021 Amount	Non-Allowable	Allowable Expenses	Pass-Through	Profit Basis
Revenue					
Commercial	$ 605,544				
Residential	456,819				
Transfer station	374,609				
Roll-off containers	270,979				
Tipping fees	138,382				
Tipping fees - related party	143,127				
Special service	26,976				
Recycling	23,942				
Total Revenue	2,040,378		2,040,378		
Operating Expenses					
Labor					
Payroll - route	322,599				
Payroll - office	91,438				
Payroll - company executive officer	88,374				
Payroll - transfer station	61,316				
Payroll - taxes	48,728				
Retirement plan contribution	98,913				
Workers' compensation insurance	25,136				
Employee benefits	24,428				
Casual labor	318				
Total Labor	761,250	41,163	720,087		
Diesel Fuel					
Diesel fuel	117,852				
Total Diesel Fuel	117,852		117,852		
Vehicle Replacement					
Depreciation - vehicles	166,929				
Equipment rent	28,146				
Total Vehicle Replacement	195,075		195,075		
Vehicle Maintenance					
Vehicle maintenance	36,820				
Tires	37,152				
Total Vehicle Maintenance	73,972		73,972		
Disposal					
Dump fees	247,446				
Franchise fees	152,827				
Hazardous waste	12,055				
Transfer station rental	9,600				
Commingled material fees	10,558				
Total Disposal	432,486		432,486	432,486	
All Other					
Building rent - related party	69,102				
Accounting	60,438				
Insurance	60,445				
Business taxes, licenses and fees	40,220				
Operating and office supplies	26,681				
Depreciation - equipment	15,435				
Telephone and internet	18,253				
Utilities	13,697				
Equipment maintenance	1,296				
Equipment rental - related party	9,719				
Consulting fees	409				
Other rent	6,388				
Fuel, oil and lubricants	6,294				
Depreciation - leasehold improvements	3,080				
General maintenance	13,237				
Association dues	3,038				
Bad debts	10,504				
Entertainment	1,601				
Advertising and promotion	-				
Depreciation - office	1,063				
Legal	113				
Charitable contributions	1,500				
Total All Other	362,513		362,513		
Total Operating Expenses	1,943,148		1,901,985	432,486	1,469,499 **(B)**
					9.4%
Operating Income	97,230		138,393 **(A)**		
				Operating Ratio	**90.58%**
					(B) / (A+ B)

Attachment 3

Intermountain Disposal
Operating Ratio Calculation
December 31, 2022

		2022 Amount	2022 Revenue Reimbursement	2022 Adjusted Revenues		
Revenue						
	Total Revenue	2,243,606	67,745	2,175,861		
			Non-Allowable	**Allowable Expenses**	**Pass-Through**	**Profit Basis**
Operating Expenses						
Labor						
	Payroll - route	326,206				
	Payroll - office	97,867				
	Payroll - company executive officer	95,295				
	Payroll - transfer station	78,488				
	Payroll - taxes	49,645				
	Retirement plan contribution	126,994				
	Workers' compensation insurance	25,756				
	Employee benefits	27,631				
	Casual labor	-				
	Total Labor	827,882	62,211	765,671		
Diesel Fuel						
	Diesel fuel	187,569				
	Total Diesel Fuel	187,569		187,569		
Vehicle Replacement						
	Depreciation - vehicles	207,284				
	Equipment rent	30,944				
	Total Vehicle Replacement	238,228		238,228		
Vehicle Maintenance						
	Vehicle maintenance	56,797				
	Tires	21,557				
	Total Vehicle Maintenance	78,354		78,354		
Disposal						
	Dump fees	269,760			269,760	
	Franchise fees	94,974			94,974	
	Hazardous waste	230			230	
	Transfer station rental	9,600			9,600	
	Commingled material fees	1,551			1,551	
	Total Disposal	376,115		376,115	376,115	
All Other						
	Building rent - related party	69,102				
	Accounting	76,834				
	Insurance	83,016				
	Business taxes, licenses and fees	34,887				
	Operating and office supplies	36,585				
	Depreciation - equipment	21,217				
	Telephone and internet	13,909				
	Utilities	15,704				
	Equipment maintenance	584				
	Equipment rental - related party	10,157				
	Consulting fees	-				
	Other rent	8,795				
	Fuel, oil and lubricants	11,109				
	Depreciation - leasehold improvements	3,135				
	General maintenance	10,576				
	Association dues	140				
	Bad debts	2,667				
	Entertainment	3,037				
	Advertising and promotion	86				
	Depreciation - office	414				
	Legal	1,788				
	Charitable contributions	700				
	Total All Other	404,442		404,442		
	Total Operating Expenses	2,112,590	62,211	2,050,379	376,115	1,674,264 **(B)**
						7.49%
	Operating Income	131,016		125,482 **(A)**		

Allowable Expenses/(Allowable Expenses + Profit (Operating Income)) **93.03%**
(B)/(A+B)

	A	B	C	D	E	F	G	H	I	J	K
5	**Operating Expenses**										
6		**Labor**									
7			Payroll - route								
8			Payroll - office								
9			Payroll - company executive officer								
10			Payroll - transfer station								
11			Payroll - taxes								
12			Retirement plan contribution								
13			Worker's compensation insurance								
14			Employee benefits								
15			**Total Labor**					**$827,882**			
16		**Diesel Fuel**									
17			Diesel Fuel								
18			**Total Diesel Fuel**					**$187,569**			
19		**Vehicle Replacement**									
20			Depreciation - vehicles								
21			Equipment rent								
22			**Total Vehicle Replacement**					**$238,228**			
23		**Vehicle Maintenance**									
24			Vehicle Maintenance								
25			Tires								
26			**Total Vehicle Maintenance**					$78,354			
27		**Disposal**									
28			Dump fees								
29			Franchise fees								
30			Hazardous waste								
31			Transfer station rental								
32			**Total Disposal**					$376,115			
33		**All Other**									
34			Building rent - related party								
35			Business taxes, licenses and fees								
36			Accounting								
37			Insurance								
38			Depreciation - equipment								
39			Operating and office supplies								
40			General maintenance								
41			Telephone and internet								
42			Utilities								
43			Equipment rental - related part								
44			Other rent								
45			Fuel, oil and lubricants								
46			Equipment maintenance								
47			Bad debts								
48			Depreciation - leasehold improvements								
49			Advertising and promotion								
50			Association dues								
51			Entertainment								
52			Charitable contributions								
53			Depreciation - office								
54			Legal								
55			**Total All Other**					$404,442			
56											
57			**Total Operating Expenses**					**$2,112,590**			
58											
59									**% of Total**	**Change in index**	**Weighted Average**
60							Labor	$827,882	39.19%	4.67%	1.83%
61							Diesel Fuel	$187,569	8.88%	44.76%	3.97%
62							Vehicle Replacement	$238,228	11.28%	14.51%	1.64%
63							Vehicle Maintenance	$78,354	3.71%	12.03%	0.45%
64							All Other	$404,442	19.14%	8.15%	1.56%
65							Disposal	$376,115	17.80%	5.17%	0.92%
66							**Total**	**$2,112,590**	**100.00%**		
67											
68										**RRI Adjustment =**	**10.37%**

COLLECTION RATES

	IMD 2021 Approved Rates
35 gallon waste-wheeler	$ 25.860

Does not included 2.5% Franchise Fee Adjustment

	What Rates Were	Approved Franchise Fee Adjustment	What Rates Should Be		What Rates Are/Will Be	
Jun-22	$ 25.860					Total Adj.
Jul-22		2.50%	$ 26.510	6.410%	$ 28.160	8.91%
Aug-22			$ 26.510		$ 28.160	
Sep-22			$ 26.510		$ 28.160	
Oct-22			$ 26.510		$ 28.160	
Nov-22			$ 26.510		$ 28.160	
Dec-22			$ 26.510		$ 28.160	
Jan-23			$ 26.510		$ 28.160	
Feb-23			$ 26.510		$ 28.160	
Mar-23			$ 26.510		$ 28.160	
Apr-23			$ 26.510		$ 28.160	
May-23			$ 26.510		$ 28.160	
Jun-23			$ 26.510		$ 28.160	
Jul-23		10.370%	$ 29.260		$ 28.160	
Aug-23			$ 29.260		$ 28.160	
Sep-23			$ 29.260		$ 28.160	
Oct-23			$ 29.260		$ 28.160	
Nov-23			$ 29.260		$ 28.160	
Dec-23			$ 29.260		$ 28.160	
Jan-24			$ 29.260	-3.89%	$ 27.060	
Feb-24			$ 29.260		$ 27.060	
Mar-24			$ 29.260		$ 27.060	
Apr-24			$ 29.260		$ 27.060	
May-24			$ 29.260		$ 27.060	
Jun-24			$ 29.260		$ 27.060	
						variance
			$ 669.24		**$ 669.24**	$ -
						0.00%

Payback to Ratepayers Begins

TRANSFER STATION RATES

	IMD 2021 Approved Rates
Two cans or standard containers	$ 10.050

Includes 2.5% Franchise Fee Adjustment

		What Rates Should Be		What Rates Are/Will Be
Jun-22	$ 10.050			
Jul-22	0.000%	$ 10.050	6.410%	$ 10.700
Aug-22		$ 10.050		$ 10.700
Sep-22		$ 10.050		$ 10.700
Oct-22		$ 10.050		$ 10.700
Nov-22		$ 10.050		$ 10.700
Dec-22		$ 10.050		$ 10.700
Jan-23		$ 10.050		$ 10.700
Feb-23		$ 10.050		$ 10.700
Mar-23		$ 10.050		$ 10.700
Apr-23		$ 10.050		$ 10.700
May-23		$ 10.050		$ 10.700
Jun-23		$ 10.050		$ 10.700
Jul-23	10.370%	$ 11.090		$ 11.260
Aug-23		$ 11.090		$ 10.700
Sep-23		$ 11.090		$ 10.700
Oct-23		$ 11.090		$ 10.700
Nov-23		$ 11.090		$ 10.700
Dec-23		$ 11.090		$ 10.700
Jan-24		$ 11.090	-5.74%	$ 10.090
Feb-24		$ 11.090		$ 10.090
Mar-24		$ 11.090		$ 10.090
Apr-24		$ 11.090		$ 10.090
May-24		$ 11.090		$ 10.090
Jun-24		$ 11.090		$ 10.090
				variance
	Totals	**$ 253.680**		**$ 253.700** $ 0.02 (1)
				0.01%

Rate increased for first half of July

Payback to Ratepayers Begins

Rate	
$ 11.810	1st half July
$ 10.700	2nd half July
$ 11.260	

Note: Rates are rounded to generate whole cents, which impacts calculated rate adjustments and may result in slight variances. Differences in prior rounding of rate adjustments and rates would also result in slight variances.

Attachment 5

COLLECTION RATES

	IMD 2021 Approved Rates
35 gallon waste-wheeler	$ 25.860

Does not included 2.5% Franchise Fee Adjustment

	What Rates Were	Approved Franchise Fee Adjustment	What Rates Should Be		What Rates Are/Will Be		Ratepayer +/-
Jun-22	$ 25.860					Total Adj.	
Jul-22		2.50%	$ 26.510	6.410%	$ 28.160	8.91%	$ (1.65)
Aug-22			$ 26.510		$ 28.160		$ (1.65)
Sep-22			$ 26.510		$ 28.160		$ (1.65)
Oct-22			$ 26.510		$ 28.160		$ (1.65)
Nov-22			$ 26.510		$ 28.160		$ (1.65)
Dec-22			$ 26.510		$ 28.160		$ (1.65)
Jan-23			$ 26.510		$ 28.160		$ (1.65)
Feb-23			$ 26.510		$ 28.160		$ (1.65)
Mar-23			$ 26.510		$ 28.160		$ (1.65)
Apr-23			$ 26.510		$ 28.160		$ (1.65)
May-23			$ 26.510		$ 28.160	Payback to the Ratepayers begins	$ (1.65)
Jun-23			$ 26.510		$ 28.160		$ (1.65)
Jul-23		10.370%	$ 29.260		$ 28.160		$ 1.10
Aug-23			$ 29.260		$ 28.160		$ 1.10
Sep-23			$ 29.260		$ 28.160		$ 1.10
Oct-23			$ 29.260		$ 28.160		$ 1.10
Nov-23			$ 29.260		$ 28.160		$ 1.10
Dec-23			$ 29.260		$ 28.160		$ 1.10
Jan-24			$ 29.260	0.00%	$ 28.160		$ 1.10
Feb-24			$ 29.260		$ 28.160		$ 1.10
Mar-24			$ 29.260		$ 28.160		$ 1.10
Apr-24			$ 29.260		$ 28.160		$ 1.10
May-24			$ 29.260		$ 28.160		$ 1.10
Jun-24			$ 29.260		$ 28.160		$ 1.10
Jul-24			$ 29.260	(1)	$ 28.160		$ 1.10
Aug-24			$ 29.260		$ 28.160		$ 1.10
Sep-24			$ 29.260		$ 28.160		$ 1.10
Oct-24			$ 29.260		$ 28.160		$ 1.10
Nov-24			$ 29.260		$ 28.160		$ 1.10
Dec-24			$ 29.260		$ 28.160		$ 1.10
Jan-25			$ 29.260	3.900%	$ 29.260		$ -
						variance	
			$ 844.80		**$ 844.80**	$ - (1)	**$ 0.00**
						0.00%	

(1) if IMD is not due a July 1, 2024 rate increase due to excess profit (i.e., less than a 92% operating ratio) there would be no July 2024 rate adjustment. Rates would then be increased by 3.90% on January 1, 2025 to set them where they should be having fully compensated the ratepayers at that point. If a July 1, 2024 rate increase is due, the rates would be increased by the calculated RRI on July 1, 2024 and the increased again on January 1, 2025. In this case, the January 1. 2025 rate increase would need to be calculated and would be less than the 3.90% shown as that rate adjustment assumes no July 2024 rate increase.

TRANSFER STATION RATES

	IMD 2021 Approved Rates
Two cans or standard containers	$ 10.050

Includes 2.5% Franchise Fee Adjustment

		What Rates Should Be		What Rates Are/Will Be			Ratepayer +/-
Jun-22	$ 10.500						
Jul-22	**0.000%**	$ 10.050	**6.410%**	$ 10.700			$ (0.65)
Aug-22		$ 10.050		$ 10.700			$ (0.65)
Sep-22		$ 10.050		$ 10.700			$ (0.65)
Oct-22		$ 10.050		$ 10.700			$ (0.65)
Nov-22		$ 10.050		$ 10.700			$ (0.65)
Dec-22		$ 10.050		$ 10.700			$ (0.65)
Jan-23		$ 10.050		$ 10.700			$ (0.65)
Feb-23		$ 10.050		$ 10.700			$ (0.65)
Mar-23		$ 10.050		$ 10.700			$ (0.65)
Apr-23		$ 10.050		$ 10.700		Payback to the Ratepayers begins	$ (0.65)
May-23		$ 10.050		$ 10.700			$ (0.65)
Jun-23		$ 10.050		$ 10.700			$ (0.65)
Jul-23	**10.370%**	$ 11.090		$ 11.260			$ (0.17)
Aug-23		$ 11.090		$ 10.700			$ 0.39
Sep-23		$ 11.090		$ 10.700			$ 0.39
Oct-23		$ 11.090		$ 10.700			$ 0.39
Nov-23		$ 11.090		$ 10.700			$ 0.39
Dec-23		$ 11.090		$ 10.700			$ 0.39
Jan-24		$ 11.090	**0.00%**	$ 10.700			$ 0.39
Feb-24		$ 11.090		$ 10.700			$ 0.39
Mar-24		$ 11.090		$ 10.700			$ 0.39
Apr-24		$ 11.090		$ 10.700			$ 0.39
May-24		$ 11.090		$ 10.700			$ 0.39
Jun-24		$ 11.090		$ 10.700			$ 0.39
Jul-24		$ 11.090	**(1)**	$ 10.700			$ 0.39
Aug-24		$ 11.090		$ 10.700			$ 0.39
Sep-24		$ 11.090		$ 10.700			$ 0.39
Oct-24		$ 11.090		$ 10.700			$ 0.39
Nov-24		$ 11.090		$ 10.700			$ 0.39
Dec-24		$ 11.090		$ 10.700			$ 0.39
Jan-25		$ 11.090		$ 10.700			$ 0.39
Feb-25		$ 11.090		$ 10.700			$ 0.39
Mar-25		$ 11.090		$ 10.700			$ 0.39
Apr-25		$ 11.090		$ 10.700			$ 0.39
		$ 11.090	**3.67%**	$ 11.090	(1)		$ -
						variance	
	Totals	**$ 364.58**		**$ 364.36**		$ (0.22) (2)	
						-0.06%	

(1) Adjusting rates on April 17, 2025 to what they should be would make all parties whole at that point.
(2) if IMD is not due a July 1, 2024 rate increase due to excess profit (i.e., less than a 92% operating ratio) there would be no July 1, 2024 rate adjustment. Rates would then be increased by 3.67% on April 17, 2025 to set them where they should be having fully compensated the ratepayers at that point. If a July 1, 2024 rate increase is due, the rates would be increased by the calculated RRI on July 1, 2024 and the increased again on April 17, 2025. In this case, the April 17. 2025 rate increase would need to be calcualted and would be less than the 3.67% shown as that rate adjustment assumes no July 24, 2024 rate increase.

		IMD		
		2021	2022	2023
		Approved Rates	2.50%	10.37%
Residential Base Rate (Per Month)				
35 gallon waste-wheeler		$ 25.86	$ 26.51	$ 29.26
64 gallon waste-wheeler		$ 32.97	$ 33.79	$ 37.30
96 gallon waste-wheeler		$ 39.01	$ 39.99	$ 44.13
Residential Large Items				
Washer, dryer, standard fridge, single mattress		$ 21.05	$ 21.58	$ 23.81
Single bed mattress and similar sized object				
Deep freezer, double mattress		$ 45.95	$ 47.10	$ 51.98
Double bed mattress and similar sized object				
Tire 16" or less		$ 4.36	$ 4.47	$ 4.93
Tire 16.1" to 20"		$ 8.92	$ 9.14	$ 10.09
Tire 20" or more		$ 21.05	$ 21.58	$ 23.81
Residential Account Start-Up Fee		$ 8.92	$ 9.14	$ 10.09
Commercial Base Rate				
Once CY Bin (one per week)		$ 93.68	$ 96.02	$ 105.98
Once CY Bin (twice per week)		$ 187.36	$ 192.04	$ 211.96
Once CY Bin (three times per week)		$ 281.04	$ 288.07	$ 317.94
Once CY Bin (four times per week)		$ 374.72	$ 384.09	$ 423.92
Once CY Bin (five times per week)		$ 468.40	$ 480.11	$ 529.90
Each additional CY per collection		$ 25.16	$ 25.79	$ 28.46
35 gallon waste-wheeler		$ 32.22	$ 33.03	$ 36.45
64 gallon waste-wheeler		$ 39.01	$ 39.99	$ 44.13
96 gallon waste-wheeler		$ 43.69	$ 44.78	$ 49.43
Bin Delivery Charge		$ 60.13	$ 61.63	$ 68.02
Special Travel Charge (Not to Exceed) Per Hour		$ 97.73	$ 100.17	$ 110.56

		IMD		
		2021	2022	2023
		Approved (1)	0.00%	10.37%
Transfer Station Unload Fees				
Minimum unloading fee				
Two cans or standard containers	$	10.05	$ 10.05	$ 11.09
Three cans or standard containers	$	15.35	$ 15.35	$ 16.94
Four cans or standard containers	$	19.35	$ 19.35	$ 21.36
Station Wagon	$	20.45	$ 20.45	$ 22.57
Compact Truck	$	25.45	$ 25.45	$ 28.09
Compact Truck with Side Boards	$	32.15	$ 32.15	$ 35.48
Standard Size Pickup Truck	$	31.05	$ 31.05	$ 34.27
Standard Size Pickup Truck with Side Boards	$	38.40	$ 38.40	$ 42.38
Large Truck (per CY)	$	22.35	$ 22.35	$ 24.67
Transfer Station - Large and Restricted Items				
Washer, dryer, standard fridge, single mattress	$	17.35	$ 17.35	$ 19.15
Deep freezer, double mattress	$	32.15	$ 32.15	$ 35.48
Tire - 16" or less	$	3.80	$ 3.80	$ 4.19
Tire - 16.1" to 20"	$	9.15	$ 9.15	$ 10.10
Tire - 20" or more	$	16.85	$ 16.85	$ 18.60
Tree Stumps				
12" or less	$	24.85	$ 24.85	$ 27.43
13" to 24"	$	49.70	$ 49.70	$ 54.85
Greater than 24"	$	74.60	$ 74.60	$ 82.34
Cathode Ray Monitor or TV	$	4.15	$ 4.15	$ 4.58
Compact Loads (per ton)	$	92.50	$ 92.50	$ 102.09

(1) includes 2.50% franchise fee increase

	IMD			FRD			FRD vs. IMD	
	2021	2022	2023	2021	2022	2023	2023	
	Approved Rates	2.50%	10.37%	Approved Rates	6.39%	9.08%		
Residential Base Rate (Per Month)								
35 gallon waste-wheeler	$ 25.86	$ 26.51	$ 29.26	$ 23.61	$ 25.12	$ 27.40	$ (1.85)	-6.34%
64 gallon waste-wheeler	$ 32.97	$ 33.79	$ 37.30	$ 32.10	$ 34.15	$ 37.25	$ (0.05)	-0.13%
96 gallon waste-wheeler	$ 39.01	$ 39.99	$ 44.13	$ 41.61	$ 44.27	$ 48.29	$ 4.16	9.42%
Residential Large Items								
Washer, dryer, standard fridge, single mattress	$ 21.05	$ 21.58	$ 23.81	$ 22.99	$ 24.46	$ 26.68	$ 2.87	12.04%
Single bed mattress and similar sized object				$ 22.99	$ 24.46	$ 26.68		
Deep freezer, double mattress	$ 45.95	$ 47.10	$ 51.98	$ 45.78	$ 48.71	$ 53.13	$ 1.15	2.21%
Double bed mattress and similar sized object				$ 45.78	$ 48.71	$ 53.13		
Tire 16" or less	$ 4.36	$ 4.47	$ 4.93	$ 5.06	$ 5.38	$ 5.87	$ 0.94	18.98%
Tire 16.1" to 20"	$ 8.92	$ 9.14	$ 10.09	$ 9.78	$ 10.40	$ 11.34	$ 1.25	12.42%
Tire 20" or more	$ 21.05	$ 21.58	$ 23.81	$ 22.99	$ 24.46	$ 26.68	$ 2.87	12.04%
Residential Account Start-Up Fee	$ 8.92	$ 9.14	$ 10.09	$ 9.78	$ 10.40	$ 11.34	$ 1.25	12.42%
Commercial Base Rate								
Once CY Bin (one per week)	$ 93.68	$ 96.02	$ 105.98	$ 91.58	$ 97.43	$ 106.28	$ 0.30	0.28%
Once CY Bin (twice per week)	$ 187.36	$ 192.04	$ 211.96	$ 182.89	$ 194.58	$ 212.25	$ 0.29	0.14%
Once CY Bin (three times per week)	$ 281.04	$ 288.07	$ 317.94	$ 274.91	$ 292.48	$ 319.04	$ 1.10	0.35%
Once CY Bin (four times per week)	$ 374.72	$ 384.09	$ 423.92	$ 366.61	$ 390.04	$ 425.46	$ 1.54	0.36%
Once CY Bin (five times per week)	$ 468.40	$ 480.11	$ 529.90	$ 458.31	$ 487.60	$ 531.87	$ 1.98	0.37%
Each additional CY per collection	$ 25.16	$ 25.79	$ 28.46	$ 24.61	$ 26.18	$ 28.56	$ 0.09	0.33%
35 gallon waste-wheeler	$ 32.22	$ 33.03	$ 36.45	$ 25.44	$ 27.07	$ 29.53	$ (6.92)	-18.99%
64 gallon waste-wheeler	$ 39.01	$ 39.99	$ 44.13	$ 34.59	$ 36.80	$ 40.14	$ (3.99)	-9.04%
96 gallon waste-wheeler	$ 43.69	$ 44.78	$ 49.43	$ 47.39	$ 50.42	$ 55.00	$ 5.57	11.27%
Bin Delivery Charge	$ 60.13	$ 61.63	$ 68.02	$ 61.07	$ 64.97	$ 70.87	$ 2.84	4.18%
Special Travel Charge (Not to Exceed) Per Hour	$ 97.73	$ 100.17	$ 110.56	$ 99.18	$ 105.52	$ 115.10	$ 4.54	4.11%

Attachment 8

	IMD			FRD		FRD vs. IMD	
	2021	2022	2023	2022	2023	2023	
	Approved (1)	0.00%	10.37%	Approved	9.08%		
Transfer Station Unload Fees							
Minimum unloading fee				$ 10.00	$ 10.91		
Two cans or standard containers	$ 10.05	$ 10.05	$ 11.09	$ 10.00	$ 10.91	$ (0.18)	-1.83%
Three cans or standard containers	$ 15.35	$ 15.35	$ 16.94	$ 15.90	$ 17.34	$ 0.40	2.62%
Four cans or standard containers	$ 19.35	$ 19.35	$ 21.36	$ 20.85	$ 22.74	$ 1.39	7.17%
Station Wagon	$ 20.45	$ 20.45	$ 22.57	$ 21.65	$ 23.62	$ 1.05	5.11%
Compact Truck	$ 25.45	$ 25.45	$ 28.09	$ 26.90	$ 29.34	$ 1.25	4.92%
Compact Truck with Side Boards	$ 32.15	$ 32.15	$ 35.48	$ 34.40	$ 37.52	$ 2.04	6.34%
Standard Size Pickup Truck	$ 31.05	$ 31.05	$ 34.27	$ 32.85	$ 35.83	$ 1.56	5.03%
Standard Size Pickup Truck with Side Boards	$ 38.40	$ 38.40	$ 42.38	$ 41.10	$ 44.83	$ 2.45	6.38%
Large Truck (per CY)	$ 22.35	$ 22.35	$ 24.67	$ 23.20	$ 25.31	$ 0.64	2.86%
Transfer Station - Large and Restricted Items							
Washer, dryer, standard fridge, single mattress	$ 17.35	$ 17.35	$ 19.15	$ 18.60	$ 20.29	$ 1.14	6.57%
Deep freezer, double mattress	$ 32.15	$ 32.15	$ 35.48	$ 33.75	$ 36.81	$ 1.33	4.14%
Tire - 16" or less	$ 3.80	$ 3.80	$ 4.19	$ 4.15	$ 4.53	$ 0.33	8.76%
Tire - 16.1" to 20"	$ 9.15	$ 9.15	$ 10.10	$ 8.35	$ 9.11	$ (0.99)	-10.83%
Tire - 20" or more	$ 16.85	$ 16.85	$ 18.60	$ 18.50	$ 20.18	$ 1.58	9.39%
Tree Stumps							
12" or less	$ 24.85	$ 24.85	$ 27.43				
13" to 24"	$ 49.70	$ 49.70	$ 54.85				
Greater than 24"	$ 74.60	$ 74.60	$ 82.34				
Cathode Ray Monitor or TV	$ 4.15	$ 4.15	$ 4.58	$ 4.40	$ 4.80	$ 0.22	5.28%
Compact Loads (per ton)	$ 92.50	$ 92.50	$ 102.09	$ 107.95	$ 117.75	$ 15.66	

(1) includes 2.50% franchise fee increase

Attachment 9

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on December 12, 2023, an Ordinance of the Board of Supervisors of the County of Plumas regarding the Partnership HealthPlan of California Commission; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

The Interim Director of Public Health Agency respectfully recommends that the Board of Supervisors Adopt the Ordinance of the Board of Supervisors of the County of Plumas regarding the Partnership HealthPlan of California Commission.

Background and Discussion:

As the Board is aware, during the December 12, 2023 Board of Supervisors meeting, the Interim Director of the Public Health Agency proposed an Ordinance regarding the Partnership HealthPlan of California Commission and recommended the Board of Supervisors hold the public hearing for the Ordinance, introduce and waive the first reading of the Ordinance, and schedule adoption of the Ordinance at the next regularly scheduled meeting.The proposed ordinance outlines the Commission's successful initiatives, including the reduction of emergency room misuse and innovative case management programs. Key components include the authorization for the County of Plumas to join the Commission, criteria for Commission membership based on Medi-Cal beneficiaries, and procedures for appointing Commissioners.

First introduced on September 7, 2021, adding Chapter 10 to Title 2 of the Plumas County Code Pertaining to Partnership HealthPlan of California Commission is read and continued to September 14, 2021, for adoption. On September 14, 2021, Plumas County Board of Supervisors passed Ordinance No. 2021-1137 and submitted it to the Department of Health Care Services, demonstrating their choice to have Partnership HealthPlan of California be their Medi-Cal Managed Care Plan. On November 7, 2023, Dustin Lyda, Director of Communications and Government Affairs Communication Department, Partnership HealthPlan of California gave a presentation to the Board of Supervisors and the public on the 2024 Medi-Cal transition. Partnership HealthPlan of California is working on a smooth changeover with current Anthem Blue Cross and California Health and Wellness Medi-Cal providers to mitigate transition complications for both healthcare providers and Medi-Cal recipients.

On November 28, 2023, the Notice of Public Hearing- Partnership HealthPlan of California Commission was uploaded onto the Plumas County website at https://plumascounty.us/. On November 29, 2023, the Public Hearing notice was uploaded to the Plumas Sun website at https://plumassun.org/category/public-notices/.

Action:

The Interim Director of Public Health Agency respectfully recommends that the Board of Supervisors Adopt the Ordinance of the Board of Supervisors of the County of Plumas regarding the Partnership HealthPlan of California Commission.

Fiscal Impact:

No known fiscal impact/changes

Attachments:

1. 23-742 FINAL (2)

ORDINANCE NO. 2023-

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS REGARDING THE PARTNERSHIP HEALTHPLAN OF CALIFORNIA COMMISSION

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION I: Ordinance Addition

Section 5, Chapter 15 Partnership Healthplan of California Commission, Sec 5-15.01 Intent, Sec 5-15.02 **Authorization to join Commission,** Sec 5-15.03 **Membership of Commission,** Sec 5-15.04 **Term of Office,** Sec 5-15.05 **Powers and duties of commission,** Sec 5-15.06 **Obligations of commission,** Sec 5-15.07 **Committees,** Sec 5-15.08 **Termination of membership.**

SECTION 2: Effective Date

This ordinance shall take effect thirty (30) days from the date of its passage.

SECTION 3: Codification

This ordinance shall be codified as outlined in Exhibit "A"

SECTION 4: Publication

A summary of this ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, once, with the names f the supervisors voting for and against the ordinance, at the board of supervisors' chambers and shall remain posted thereafter for at least one week (1) week.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the _____ day of _____, 2023, and **PASSED AND ADOPTED** by the Board of Supervisors of the County of Plumas, State of California, on the ___ of _____, 2023 by the following vote:

SECTION 5: Conflict

All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 6: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of the ordinance. The Plumas County Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of

the fact that one or more section, subsection, sentence, clause, or phrase be declared unconstitutional or invalid.

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

ABSTAIN: Supervisors:

Attest:

By: _____
Allen Hiskey, Clerk of the Board

By: _____
Greg Hagwood, Chair
Board of Supervisors

Approved as to form:
Joshua Brechtel
Deputy County Counsel

EXHIBIT "A"

Sec. 5-15.01 - Purpose

Partnership HealthPlan of California Commission ("**Commission**") is a multi-county commission that has created a Medi-Cal managed health care plan for Medi-Cal recipients. The purpose of this chapter is to authorize the County of Plumas to join the existing Commission. This chapter allows the implementation of a county organized health system in Plumas County, as authorized by Welfare and Institutions Code § 14087.54.

The Commission has a proven record of improving health care access to its members, who are Medi-Cal recipients, and improving Medi-Cal reimbursement rates to health care providers. The commission links each member with a primary care provider and has been successful in reducing inappropriate use of emergency rooms, providing appropriate levels of inpatient care for its members, developing innovative case management programs and arranging for the provision of an enhanced level of local health care services.

The Commission negotiated a contract with the California Department of Health Care Services, as specified in Welfare and Institutions Code Section 14087.5, to arrange for the provision of health care services provided under Welfare and Institutions Code Chapter 7, Part 3, Division 9. The Commission is authorized to negotiate a contract with the California Department of Health Care Services to expand the Commission into the County of Plumas. This expansion is expected to occur on or about January 1, 2024, for the County of Plumas.

Sec. 5-15.02. - Authorization to join Commission

Pursuant to Welfare and Institutions Code § 14087.54, the Plumas County Board of Supervisors hereby authorizes the County of Plumas to join the Commission.

Sec. 5-15.03. Membership of Commission

The Commission shall be comprised of Commissioners appointed by the Board of Supervisors of each member county. Unless and until the Commission, by formal action, establishes a different formula or system of membership, Commission representation for each member county shall be based on the number of Medi-Cal beneficiaries enrolled in the Commission's health plan in each county according to the following formula:

(1) 0-45,000 Medi-Cal beneficiaries within the county equals one Commission seat.
(2) 45,001-60,000 Medi-Cal beneficiaries within the county equals two Commission seats.
(3) 60,001+ Medi-Cal beneficiaries within the county equals three Commission seats.

Persons appointed to the Commission by the Plumas County Board of Supervisors shall serve at the pleasure of the Board.

Persons shall be appointed to the Commission through a nomination to the Board of Supervisors from the Director of Public Health. The nomination will consist of a curriculum vitae

and any comments by the Director and shall be presented to the Board for consideration. The matter shall be placed on the next agenda for discussion, public comment, and vote. The Board will decide by a majority vote if the commissioner is to be appointed or not.

The Plumas County Board of Supervisors shall follow its own Commissioner selection criteria set forth in this section but also acknowledges that the Commission encourages member counties to consider selecting Commissioners from the following settings: safety net providers (including providers at federally qualified health centers), behavioral health providers, regional center providers, local education authorities, dental providers, Indian Health Service facility providers, and hospital providers with special efforts to select candidates, as opportunity allows, who reflect the diversity of the community and regions (including, but not limited to race, ethnicity, language, and disability status).

Sec. 5-15.04 Term of Office

The term for the Commissioners shall be for four (4)-year periods. Nothing herein shall prohibit a person from serving more than one term. Each Commission member shall remain in office at the conclusion of that member's term until a successor member has been selected and installed into office. An office shall become vacant if a Commissioner ceases functioning in the area from which appointed, or fails to attend three (3) Commission meetings in a row.

Sec. 5-15.05 Powers and duties of commission

Pursuant to the provisions of Welfare and Institutions Code § 14087.54 as it exists on the date of adoption of this ordinance, the Commission shall:

A. Have the power to negotiate the exclusive contract with the California State Department of Health Care Services as specified in Welfare and Institutions Code § 14087.5, and to arrange for the provision of health care services provided under Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code;

B. Be considered an entity separate from the County of Plumas;

C. File the statement required by Government Code § 53051;

D. Have the power to acquire, possess, and dispose of real or personal property, including creating and/or acquiring affiliated or supporting entities, as may be necessary for the performance of its functions; to employ personnel, including health care providers in accordance with California law; to contract for services required to meet its obligations; and to sue or be sued; and

E. Have all the rights, powers, duties, privileges, and immunities conferred by Article 2.8 of Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code in addition to those previously specified in this section.

Sec. 5-15.06 Obligations of commission

Pursuant to the provisions of Welfare and Institutions Code § 14087.54(d) as it exists on the date of adoption of the ordinance codified in this chapter, any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Plumas. The Commission shall do business as Partnership HealthPlan of California.

Sec. 5-15.07 Committees

The Commission may establish advisory committees from time to time for any purpose that will be beneficial in accomplishing the work of the Commission.

Sec. 5-15.08 Termination of membership

The Commission shall continue to represent the County of Plumas until such time as the Plumas County Board of Supervisors terminates the representation. To terminate the representation, the Plumas County Board of Supervisors or its designee shall provide ninety (90)-days' notice to other member counties and the California Department of Health Care Services, as specified in Welfare and Institutions Code § 14087.54(g).

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Active Shooter Full Scale Exercise Video Presentation by Lori Beatly, Coordinator for Plumas County Public Health Agency Emergency Preparedness Programs.**

Recommendation:
None

Background and Discussion:
On Wednesday, November 1, 2023, an Active Shooter Full Scale Exercise was held at Quincy Jr/Sr High School. This exercise was designed to assist first responders and school staff to respond to unusual events that may challenge our facilities, personnel, and impact our communities. The purpose of the full-scale exercise at Quincy Jr/Sr High School was to test our local law enforcement, emergency medical services, and school staff, as well as other community partners who would respond to an incident involving an active shooter in our community.
The exercise went well with strengths identified and many valuable lessons learned. The next step in this process is creating an After-Action Report using the following information: exercise evaluations, participant feedback, notes from debriefing, and role player assessments. Based on the information obtained from the full-scale exercise, strengths and areas of improvement will be identified. An Improvement Plan will be developed which will address the areas which need improvement. This process is conducted as a collaborative effort. There were over 70 participants, 20 support staff (evaluators, observers, staff), and 30 role players involved in this exercise for a total of 120 people involved.
The following agencies/organizations participated in the exercise:

- Plumas County Sheriff's Office
- California Highway Patrol
- United States Forest Service- Mt Hough and Law Enforcement
- California Fish and Wildlife Law Enforcement
- Cal-Trans
- Careflight- Plumas District Hospital ambulance
- Eastern Plumas Health Care ambulance
- Quincy Fire Department
- Meadow Valley Fire Department
- Quincy Jr/Sr High School

The following organizations/agencies provided valuable support for the exercise:

- Plumas County Public Health Agency
- Plumas County OES (Office of Emergency Service)
- United States Forest Service- Beckwourth
- CalOES
- NorCal EMS
- Lassen County Public Health Department
- Glenn County Public Health Department

Action:

None

Fiscal Impact:

None

Attachments:

1. Video Presentation Link
2. 2023.11.02 Active Shooter FSE Post Event Press Release

View the presentation with this link: https://countyofplumas-my.sharepoint.com/:v:/p/melodiesylvia/EfWYT4wDQdJKqk3LYamicYYBeAOo8Ej8GubVVrYDHI--Yg?e=qMBRhf

PCPHA
PLUMAS COUNTY PUBLIC HEALTH AGENCY

Growing Healthy Communities

For immediate release:

Date: November 1, 2023
From: Public Information Officer Lori Beatley

Active Shooter Full Scale Exercise- Post Event

On Wednesday, November 1, 2023, an Active Shooter Full Scale Exercise was held at Quincy Jr/Sr High School. This exercise was designed to assist first responders and school staff to respond to unusual events that may challenge our facilities, personnel, and impact our communities. The purpose of the full-scale exercise at Quincy Jr/Sr High School was to test our local law enforcement, emergency medical services, and school staff, as well as other community partners who would respond to an incident involving an active shooter in our community.

The exercise went well with strengths identified and many valuable lessons learned. The next step in this process is creating an After-Action Report using the following information: exercise evaluations, participant feedback, notes from debriefing, and role player assessments. Based on the information obtained from the full-scale exercise, strengths and areas of improvement will be identified. An Improvement Plan will be developed which will address the areas which need improvement. This process is conducted as a collaborative effort. There were over 70 participants, 20 support staff (evaluators, observers, staff), and 30 role players involved in this exercise.

The following agencies/organizations participated in the exercise:

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- Cal-Trans
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- Eastern Plumas Health Care ambulance
- Quincy Fire Department
- Meadow Valley Fire Department
- Quincy Jr/Sr High School

The following organizations/agencies provided valuable support for the exercise:

- Plumas County Public Health Agency
- Plumas County OES (Office of Emergency Service)
- United States Forest Service- Beckwourth
- CalOES
- NorCal EMS
- Lassen County Public Health Department
- Glenn County Public Health Department

A special thank you to the staff and students of Quincy Jr/Sr High School who volunteered to be role players for the exercise. Without their involvement, the exercise would lack the realism which is needed in a full-scale exercise. The commitment of Plumas County's first responders, schools, and other emergency organizations to the safety and welfare of our community is commendable and was demonstrated during this exercise. The continued coordination, training, and exercising of our first responders, healthcare system, and other community partners is vital for the safety and wellbeing of our community.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **December 19, 2023**

SUBJECT: **Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives for transitional housing, specialty mental health services and case management services for qualifying individuals; effective July 1, 2023; not to exceed $900,000.00; (No General Fund Impact) federal and state funds; 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 Environmental Alternatives for transitional housing, specialty mental health services and case management services for qualifying individuals; effective July 1, 2023; not to exceed $900,000.00; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Behavioral Health partners with E.A. to provide mental health and specialty services to qualifying participants in reducing inpatient hospitalization days, homelessness, incarceration days, and emergency room visits. EA provides jail based mental health services, including assessments, treatment, and transitional planning from the jail to the community. EA will also provide Transitional Sober Living Environment housing for co-occurring individuals. This agreement has been approved to form by County Counsel. Services are paid out of the Mental Health Services Act.

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives for transitional housing, specialty mental health services and case management services for qualifying individuals; effective July 1, 2023; not to exceed $900,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact as approved in FY 23/24 budget Costs associated with this matter are covered by a combination of state and federal funds.

Attachments:

1. 3871_001

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 **Environmental Alternatives**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Nine hundred thousand dollars ($900,000.00). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

3. Term. The term of this Agreement commences July 1, 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 Contractor from July 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

   a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

   b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no

further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Melody King, Executive Director
Environmental Alternatives
350 W. Main Street/P.O. Box 3940
Quincy, CA 95971

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

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

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

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

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Environmental Alternatives, a California Corporation

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

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

COUNTY:

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

By: Sharon P. Sousa, LMFT
Name: Sharon Sousa LMFT
Title: Behavioral Health Director
Date signed: 12/08/2023

APPROVED AS TO CONTENT:

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

Attest:

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:

Joshua Brechtel
Deputy County Counsel

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 ENVIRONMENTAL ALTERNATIVES referred to herein as Business Associate ("BA"), dated July 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 is 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 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

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

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

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

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

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized

use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa LMFT	Name: Melody King
Title: Behavioral Health Director	Title: Executive Director
Address: 270 County Hospital Road, Suite 109	Address: 350 W. Main Street
Quincy, California 95971	Quincy, California, 95971
Signed:	Signed: Melody A King
Date:	Date:

EXHIBIT A - SCOPE OF WORK

Environmental Alternatives Family Services – Full-Service Partnership (FSP) Program

Contractor will provide services in accordance with the following provisions.

I. SERVICE LOCATIONS:

Services rendered pursuant to this agreement shall be at the following location(s):

a. **Environmental Alternatives**
350 W. Main Street
Quincy CA 95971

II. PURPOSE:

a. Provide *Mental Health Services Act (MHSA) Full-Service Partnership (FSP)* and *Specialty Mental Health Services* to participants to reduce inpatient hospitalization days, homelessness, days incarcerated, emergency room visits, and to increase the quality of life, including vocational and educational achievement.

Plumas County Behavioral Health (PCBH) provides transitional housing for and delivery of a variety of supports and clinical services to qualifying individuals and families under its *Mental Health Services Act (MHSA) Full-Service Partnership (FSP)* program. The County partners with Environmental Alternatives (EA) for housing, specialty mental health services and case management services for enrolled FSP participants.

Enrolled individuals living with a severe mental illness (SMI) and a co-occurring substance use disorder (SUD) may live in a transitional sober living environment (TSLE) while participating in the EA FSP program. It is the intent of the County and the Contractor to provide participants an orderly, well-prepared transition from incarceration, hospitalization, or drug rehabilitation in order to reduce recidivism and to promote a healthy adjustment.

b. Plumas County Behavioral Health ("County") intends for EA to provide property manager services and case management services to qualifying individuals through the Transitional Housing for Behavioral Health Needs program.

III. GOAL:

a. The goal of this program is to provide up to ten (10) qualified individuals who meet eligibility for *MHSA Full-Service Partnership* through Plumas County Behavioral Health's Utilization Management (UM) review process with:

- a single-occupancy residence, up to 50% of the units will be designated as Transitional Sober Living Environment (TSLE) housing for co-occurring individuals, and a broad array of services and supports to promote:
- a stable and secure living arrangement
- progressively increased normalcy and integration in accord with participant capacities
- sustained periods of non-incarceration and non-hospitalization with decreases in overall incarcerations and hospitalizations
- optimal use of existing community resources
- accommodations for mental and physical disabilities
- improved health outcomes and quality of life
- harm reduction interventions to support sober living
- individualized goals and outcomes to improve independent living skills
- individualized permanent housing planning to optimize community integration upon program exit
- individualized vocational/educational planning and support

b. Additionally, this project is to provide qualified individuals who meet eligibility for transitional housing services with a residence in four (4) units provided by the County and a broad array of services to promote:

- a stable and secure living arrangement, while working toward independent living
- progressively increased normalcy and integration in accord with participant capacities
- sustained lawfulness
- optimal use of existing community resources
- a better quality of health and life
- increased success with independent living skills

Program Philosophy

The qualifying population has been identified as needing targeted help and services because of higher than average risk factors for homelessness, incarceration, hospitalization, unsatisfactory life adjustment, and/or failure to respond favorably to normal intervention efforts. It is therefore important for this program to maintain a tolerance for and understanding of participant setbacks. For example, participants who have been previously discharged from the program should not be automatically rejected for future services. Rather, it challenges the program to develop alternative strategies and practices for handling especially difficult cases. Flexibility and consistency are hallmarks of the program's orientation.

Success for the targeted population is best measured by identifying small gains and evolving stability, as viewed against a background of less desirable outcomes for these individuals. Program tolerance for non-conformity and abnormality is the norm, while implementing program and community standards for greater participant acceptance.

It is the program's belief that participants will respond favorably to enduring relationships emphasizing understanding, non-judgmental acceptance, and security. Therefore, all participants are assigned a staff mentor whose major responsibility is to develop a trusting and comforting relationship. Employees assigned that task assume the complex role of an advocate, facilitator, coordinator and guide to participants. Thus, this program intends to blend the role of a standard case manager with characteristics of an trauma informed mentor. The interpersonal bond becomes a foundational resource in assisting participants to sustain progress and stability.

IV. TARGET POPULATION:

County-referred MHSA FSP clients who are Plumas County Medi-Cal beneficiaries:

These are Seriously Mentally Ill (SMI) adults, many of whom will have a co-occurring substance use disorder (SUD) diagnosis, as identified by Plumas County Behavioral Health's Utilization Management review process.

For these FSP participants, there are up to ten (10) units available across three program campuses during this contract period. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

A. The County will provide initial signed approval for service authorization.

B. All MHSA FSPs will require a County-approved Utilization Review (UR) process every three months.

Transitional Housing clients will be identified by the County. All determinations and final authority regarding applicant admission qualifications and continued program standing are determined by the Plumas County Behavioral Health. In that regard, the County shall use State guidelines for admission qualifications, which include, but may not be limited to:

- Persons with mental illness who are chronically homeless, at-risk of chronic homelessness or homeless (using the criteria of unsuitability for living in places that are emergency shelters or arrangements not meant for human habitation),
- People with a substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from brain injury or chronic physical illness or disability,
- Those who have been residing in a jail, or a substance abuse or mental health treatment facility for fewer than 90 days and meet all above criteria (and were, or are homeless),
- A family whose head-of-household has been or is at risk for being homeless,
- Those jailed and were homeless prior to admission in jail,
- Transition age youth (under 25) experiencing homelessness or significant housing instability,
- Those who are about to lose their residence within 30 days and lack the ability to obtain other permanent housing,

- An individual or family who is fleeing domestic violence or sexual assault, or has no resources to obtain permanent housing,
- Persons arrested or convicted of crimes,
- Veterans as set forth in the Welfare and Institutions Code, Section 5600.3(B) 5.

V. PROGRAM DELIVERABLES:

A. Wraparound services will include formal therapeutic interventions (i.e. risk assessment, crisis prevention and stabilization, individualized treatment planning, targeted case management, and access and utilization of formal and informal supports and referrals).

B. 24/7/365 Coverage - Contractor will be available 24 hours per day, seven days per week, and 365 days per year (24/7/365), with a minimum of five client contacts each week, to facilitate the therapeutic, rehabilitative, case management, and transportation needs of each client; to ensure clients have access to the support they need, including meeting clients who are in crisis in the emergency room.

Response staff may include case managers, rehabilitative counselors, therapists, and peer support staff (if available). Staff changes will be communicated to PCBH immediately and no later than one business day, so that EHR access may be revoked.

C. Maintain consistent high-fidelity FSP Community-Integrated Service, with wraparound principles.

D. Provide individual and group services specific to each client's unique needs, including but not limited to:
1. Trauma Focused Cognitive Behavioral Therapy (TFCBT)
2. Dialectical Behavioral Therapy (DBT)
3. Substance Use Disorder support and intervention
4. Motivational Interviewing (MI)
5. Trauma Informed Methods of Support and Client Feedback

E. Consistent outreach and engagement strategies to enable each client to live in his/her own residence, to find and maintain meaningful activities in their community – whether vocational, educational, or service-oriented, to better manage symptoms of his/her illness, and to receive support in maintaining optimism that their recovery is achievable:
1. Motivational interviewing
2. Education regarding available services
3. Determining and re-evaluating at 3-month intervals, each client's strengths and challenges, interests, risk indicators and life goals
4. Assuring services are provided in ways that meet the cultural and linguistic needs of each client
5. Assuring client identification and development of meaningful life activities and roles within his/her community

6. Locate and secure safe, affordable and appropriate housing options based on each client's needs and stated preferences

F. Provide clients with the following housing retention support strategies:
1. Assistance with obtaining federal housing subsidies (Housing Choice Voucher Program) as available
2. Training in skills necessary to maintain acquired housing
3. Timely linkage with utility resources
4. Payment of rental and utility obligations
5. Housing repair and maintenance
6. Budget skill development
7. Client rental share of cost to build skills in self sufficiency
8. Unit turnover at time of move out

G. Provide vocational readiness support and training to all clients, including:
1. Developing employment resources in the community through linkage and partnerships
2. Partnering with community-based employment services to assess work skills and training needs
3. Provide supportive employment coordination for at least six (6) months while the client orients to a new job

H. Assist participants with linkage to and coordinate supports with primary care team and Conservator, as assigned.

I. After-care services for clients transitioning to independent permanent housing:
1. Case management, titrating to less frequency, as appropriate to need
2. Therapy a minimum of two times per month
3. Service delivery type, duration and frequency to be determined by periodic PCBH UM review, in collaboration with EA.

VI. MONITORING:

Contractor shall track and report annually or as noted on the following:

A. Partnership Assessment Form (PAF) for FSP Clients due: no later than twenty (20) days from the date of referral

B. Quarterly (3M) Report for FSP Clients due: no later ten (10) days after the completion of each three-month service

C. Key Event Tracking (KET) Forms for FSP Clients due: within 72 hours of the key event occurrence (i.e., Psychiatric Hospital Days, Incarceration Days, Homeless Days, Emergency Interventions, Employment Change, etc.)

D. Bi-annual Adult Needs and Strengths (ANSA), as well as development of the participant's Individual Services and Supports Plan (ISSP).

E. Bi-Annual completion of the State Consumer Perception Survey and applicable MHSA stakeholder input.

F. Additional indicators of effectiveness and timeliness of engagement strategies, including:
   1. Stability and tenure of community-based housing
   2. Participation in non-mental health activities in the community
   3. Service utilization (e.g., groups)
   4. Each clients' self-report through individual wellness self-perception surveys at 3-month intervals beginning at the 6th month after enrollment.

G. Meet quarterly with PCBH program staff to review compliance with program deliverables, monitoring, and participant outcome measures

VII. MEASURABLE PROGRAM OUTCOMES:

Contractor will ensure that the following program participant outcomes are achieved:

A. 80% of program participants will demonstrate a 75% decrease in incarcerations and hospitalizations compared to their pre-program levels in the year prior to program enrollment.

B. 80% of program participants will have completed an employment and training needs assessment within the first six months of enrollment in the program.

C. 80% of program participants who remain in the program at least 9 months will obtain a community-based job or volunteer opportunity that is commensurate with their skill level and that aligns with their mental health treatment goals.

D. 60% of program participants will report an increased overall wellness in their self-perception score at the end of the program year, including improved measures of physical wellness, a sense of belonging, hope for their recovery, and greater life purpose.

E. 60% of program participants living with a co-occurring severe mental illness and a substance use disorder will engage in SUD treatment at least 80% of their sessions.

F. Contractor will provide Medi-Cal billable specialty mental health services with a productivity expectation set at 50%.

VII. MEDI-CAL CERTIFICATION AND GOALS:

A. Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health (PCBH) to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health

services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

B. Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

VIII. SERVICES:

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

A. 1810.227. Mental Health Services "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

B. 1810.247. Specialty Mental Health Services "Specialty Mental Health Services" means: (a) Rehabilitative Mental Health Services, including: (1) Mental health services; (2) Medication support services; (3) Day treatment intensive; (4) Crisis intervention; (b) Targeted Case Management; (c) Psychiatrist Services;

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3, 14021.4, 14132 and 14684, Welfare and Institutions Code.

C. 1810.204. Assessment "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

D. 1810.206. Collateral "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

E. 1810.209. Crisis Intervention "Crisis Intervention" means a service to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

F. 1810.232. Plan Development "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

G. 1810.243. Rehabilitation "Rehabilitation" means a service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a beneficiary's or group of beneficiaries' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

H. 1810.249. Targeted Case Management "Targeted Case Management" means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3 and 14684, Welfare and Institutions Code.

I. 1810.250. Therapy "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon available State monies through MHSA FSP program plan funding, and SAMHSA shall be provided to the Contractor upon receipt of monthly invoices in the fiscal year for which it is allocated.

Contractor will provide a monthly invoice to PCBH for direct services under separate description and line item for MHSA-funded direct therapeutic services and housing and supportive services through the FSP program. *Federal Financial Participation (FFP)* will be reimbursed to the department for Medi-Cal billable direct services based on the approved Plumas County Behavioral Health Medi-Cal Fee Schedule.

MHSA, SAMHSA Mental Health and Substance Abuse Prevention and Treatment Funding:

a. MHSA FSP and SABG Housing Programs

Services will be offered in a tiered structure based on level of acuity determined by PCBH and EA in collaboration. For FSP therapeutic, housing, and supportive services, Contractor will bill a monthly bundled rate of $7,000.00 per participant at Tier 1. This reflects an array of full support therapeutic and case management services, including but not limited to "wrap" level services, tracking medication supply and availability, psychiatric and therapy appointments, attorney, probation, and/or court obligations, and medical treatment coordination. Staff to participant ratio is 1:5 in accordance with need for heightened participant monitoring.

Contractor will bill a monthly bundled rate of $6,500.00 for Tier 2, which includes housing and case management services. Contractor will bill a monthly bundled rate of $1,500.00 for housing only with property management services.

Individuals who have successfully completed this program and have moved into an independent permanent living arrangement may be provided with a continuation of therapeutic and case management services by Contractor, and costs for these services will be based on the current, approved Plumas County Behavioral Health Medi-Cal Fee Schedule.

Federal SAMHSA funds will be used to pay for transitional sober living environment housing for PCBH clients living with a co-occurring severe mental illness (SMI) and a substance use disorder. TSLE housing costs will be invoiced under a separate line item of up to $1,344.20 per month for rent, utilities, and furnishing.

In a manner and form determined by Plumas County Behavioral Health based on state reporting requirements, Contractor shall report on program outcomes to the Department on a bi-annual basis, and no later than July 31 of each program year, that the Contractor has satisfactorily completed deliverables and services described in the Scope of Work set forth in Exhibit A.

Transitional Housing Funding:

b. Transitional Housing Program

This fee structure is based on Environmental Alternatives' proposed operating costs for transitional housing, basic needs, ancillary service costs, transportation, case management, and administration of the program. For this program to be successful and sustainable, the Contractor shall revise, where feasible, tiered-cost projections after initial program roll-out to allow for expansion of services to a greater number of client participants.

Proposed Costs

Service Level	Monthly Rate	Expected No. of Clients	Months of Service	Total per Tier
Maintenance	$4,200.00	4	12	$201,600
Total Contract				$201,600

Monthly Maintenance	**Estimate**	**Description**
Housing	$ 1,000.00	Rent, utilities, maintenance
Basic needs	$ 200.00	Food, clothing, phone, incidentals
CMS	$ 800.00	Case Management services and support
Additional staff	$ 600.00	Program Lead, Mentor, Transporter
Transportation	$ 400.00	Vehicle, insurance, fuel, bus pass
Administrative costs	$ 1,200.00	Admin, office, insurance
Total monthly cost	$ 4,200.00	

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the monthly invoice(s), the County of Plumas agrees to compensate the Contractor for the amounts delineated in this fee schedule within thirty (30) days of receipt.

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractor's 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 21. Notice Addresses.

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

D. Fee Structure:

This fee structure is based on Contractor's operating costs for Medi-Cal reimbursable direct therapeutic and case management services, whether provided on site in program housing or in after care, and crisis intervention, as well as for housing, basic needs, ancillary services costs, transportation, and administration of the program.

Medi-Cal billable services will be based on Plumas County Behavioral Health's Medi-Cal Fee Schedule, effective July 1, 2023.

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Engie Energy Assessment solar field sites; discussion and possible action.**

Recommendation:
Information, discussion, possible action.

Background and Discussion:
Since January, the County has been engaged with Engie for an energy assessment of the Plumas County campus. This included all buildings owned and operated by the county. The buildings were observed for lighting, heating and cooling efficiency, age of equipment (HVAC systems, pumps, etc.). Engie has sent an engineering team to Plumas on several occasions. During this process, we began to look at the assessment as a way to finance the replacement of aging and oftentimes inefficient equipment and create a solar field to assist the county with rising PG&E costs.

Action:

Move to locate the proposed Solar Field next to the Annex on County-Owned land.

Fiscal Impact:

Net zero effect expected on the General Fund with the savings on repairs and replacements of inefficient HVAC systems, generators, etc. and generation of solar energy to reduce substantial PG&E bills.

Attachments:
1. Annex Building Ground mount system

ENGIE Services is proposing to install 1.43 MW ground mount solar PV system near the Annex Building. The solar generation from this system will offset the electrical usage for thirty seven (37) sites across the County within PG&E territory. Below is the layout for the ground mount system.

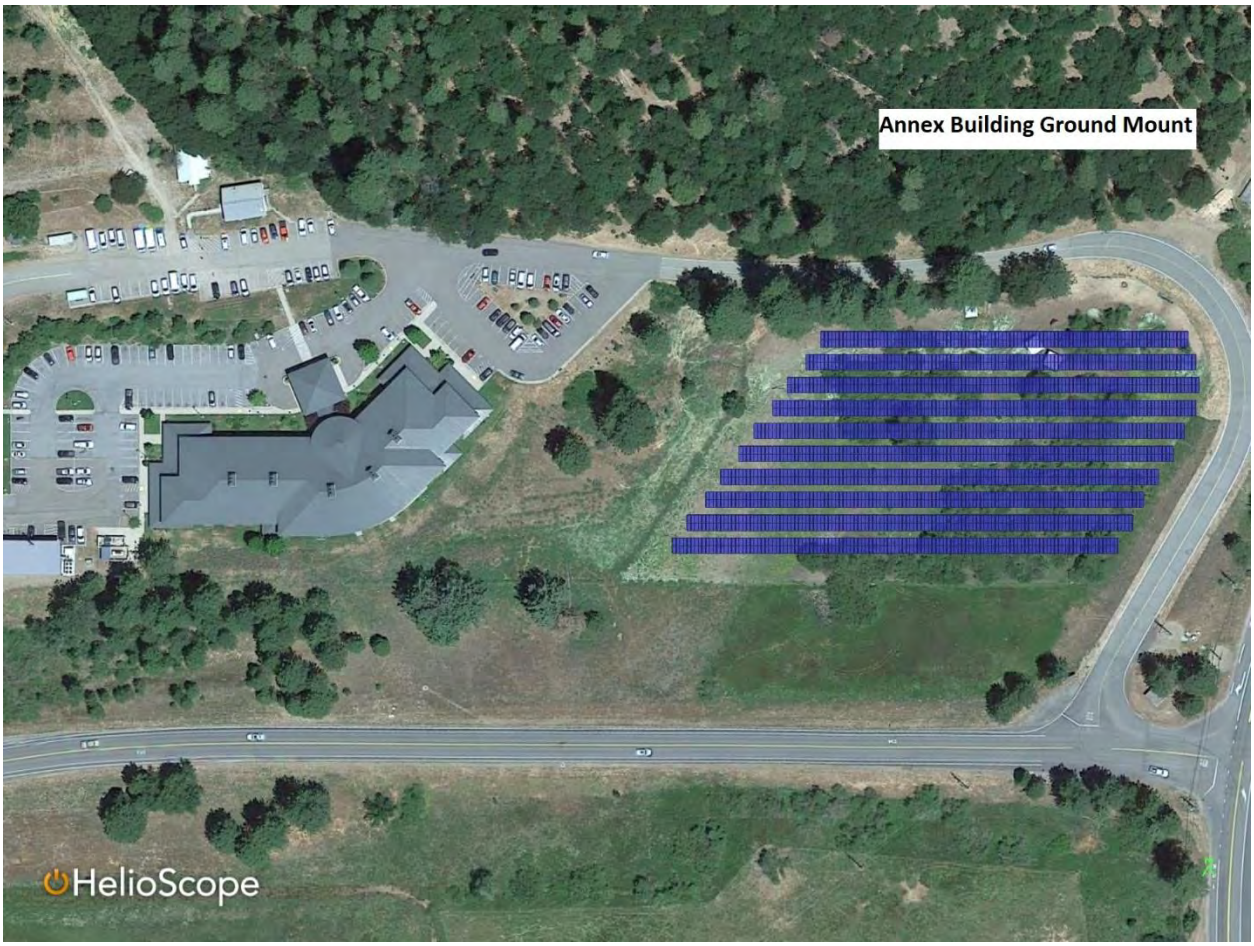


Figure-1: Solar ground mount system

The total area covered by the array is approximately 3 acres. There are some trees and shrubs which have to be removed, those are shown in the picture below.



Figure-2: Shrubs and trees to be removed

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Adopt RESOLUTION for a job classification amendment for the Director of Risk/Safety/OES; (General Fund Impact) as approved in (FY23-24) budget; approved as to form by County Counsel. Roll call vote**

Recommendation:

Adopt **RESOLUTION for a job classification amendment for the Director of Risk/Safety/OES**; (General Fund Impact) as approved in (FY23-24) budget; approved as to form by County Counsel. **Roll call vote**

Background and Discussion:

The Board of Supervisors has changed the Director of Risk Management and Safety job duties to include the Office of Emergency Services (OES) aspect. Therefore, the job description needed to be updated to include the responsibilities of overseeing OES. The proposed job description title will be Director of Risk/Safety/OES.

The Director of Risk Management/Safety/OES provides guidance to, and receives direction from the highest levels of management and supervises and evaluates the work of professional and clerical staff to administer programs. Responsibilities include continuous contact with department heads, labor representatives, Board of Supervisors, Trindel, and federal, state, and local contacts.

Thank you for your consideration in this matter.

Action:

Adopt **RESOLUTION for a job classification amendment for the Director of Risk/Safety/OES**; (General Fund Impact) as approved in (FY23-24) budget; approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

General Fund Impact as approved in the 2023-24 budget.

Attachments:

1. Resolution Dir Risk-Safety-OES 12-19-2023
2. Director of Risk-Safety-OES job description

RESOLUTION NO. 2023- _____

RESOLUTION TO ADOPT PLUMAS COUNTY'S JOB CLASSIFICATION PLAN FOR DIRECTOR OF RISK/SAFETY/OES

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in Plumas County; and

WHEREAS, this position is necessary in the daily operational needs of the Plumas County Job Classification Plan; and

WHEREAS, the Human Resources Director has amended the Job Classification Plan, by revising the job description; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the Fiscal Year 2023/2024 Job Classification Plan; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Approve amended job description for Director of Risk/Safety/OES for Plumas County's Job Classification Plan.

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 12th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

_____
Chairperson, Board of Supervisors

ATTEST:

_____
Clerk of the Board

Exhibit A

PLUMAS COUNTY **REVISED: 11/2023**

DIRECTOR of RISK / SAFETY/OES

DEFINITION

The Director of Risk Management/Safety/OES develops, implements, administers, and evaluates policies, programs, and procedures for loss prevention, occupational health, workplace safety, environmental safety, and workers' compensation programs in accordance with federal, state and local regulations, industry standards and County policy. Serves as the Safety Officer and monitors compliance with federal and state laws. Services as the County's delegate to the Board of the Excess Insurance Authority. Purchaser of commercial insurance policies and bonds as necessary, and with County Counsel, monitor County's litigation and workers' compensation claims administration. Responsible for EMP Grant Program,

DISTINGUISHING CHARACTERISTICS

The Director of Risk Management/Safety/OES will work with the Auditor/Controller and the County's brokers regarding insurance programs; will also act as the primary contact for all risk management issues across the County Agency. The Director of Risk Management/Safety/OES exercises considerable independent judgment and initiative to achieve objectives. This position provides guidance to, and receives direction from the highest levels of management and supervises and evaluates the work of professional and clerical staff to administer programs. Responsibilities include continuous contact with department heads, labor representatives, Board of Supervisors, Trindel, and federal, state, and local contacts.

REPORTS TO

Reports to the Board of Supervisors through County Administrative Officer

CLASSIFICATIONS DIRECTLY SUPERVISED

May supervise support staff as assigned

DIRECTOR of RISK / SAFETY/OES - 2

EXAMPLES OF DUTIES

- Plans, organizes, and directs the administration of County risk management functions including loss prevention, occupational health and safety, workers' compensation, and property and casualty insurance.
- Regularly evaluates risk/loss experience insurance and self-retention levels, and effectiveness of self-insured and commercial insurance coverage.
- Develops, implements, administers, and evaluates safety policies, procedures and programs to reduce work-related accidents, injuries and illnesses; identify, evaluate and control potentially hazardous conditions and financial losses. Maintains up to date safety procedures, such as the Injury Illness and Prevention Program (IIPP).
- Oversees litigation management, investigation and settlement of workers' compensation, liability, and property claims.
- Works closely with County Counsel and the Board of Supervisors to manage and settle potential high value claims.
- Responsible for the direction and coordination of the County's Risk Management Programs. This position consults with the Workers Compensation Claims Adjusters, Liability Claims Adjuster, other employees and private providers and contractors.
- This position is responsible for preparation of documentation to Cal/OSHA citations/appeal processes and should be familiar with Cal/OSHA policies and procedures.
- Conducts safety inspections, training, accident/injury investigations, and regulatory compliance.
- Promotes a high level of safety consciousness and loss prevention throughout the County. Plan, organize, coordinate and supervise the County's comprehensive risk management and loss control program, including but not limited to liability insurance self-insured employee insurance, self-insured workers compensation, and industrial safety programs.
- Reviews, evaluates and reports on the effectiveness of the comprehensive risk management program such as safety, loss control, claims management and related activities to the Risk Manager.
- Regularly identifies and analyzes risks, recommends appropriate risk transfers, risk controls and risk financing techniques.
- Travel is a requirement of this position; both in county (conducting Accident/Incident investigation; performing inspections of all county properties; conducting safety meetings) and out of county travel to Trindel Loss Prevention Specialist Meetings (at least three (3) yearly at various member county locations).
- Establish and direct safety training to meet compliance with State and Federal OSHA, Department of Transportation and other applicable State and Federal labor regulations, standards and codes where appropriate; maintain data information to provide quarterly statistical reports and meet Cal/OSHA record keeping standards and requirements.
- Develops, implements, and manages the County's Injury/Illness Prevention Program and directly coordinates the participation of departments within the program; creates or modifies safety program and updates County IIPP (Injury & Illness Prevention Program) as needed.

DIRECTOR of RISK / SAFETY/OES - 3

EXAMPLES OF DUTIES – continued

- Directs staff involved in conducting safety inspections and preparing reports or recommendations for remediation; making recommendations for accident prevention, conducting and/or arranging for safety training, preparing written policies and compliance to state and federal safety regulations and attending departmental meetings
- Conducts regular safety audits of County departments including the inspection of facilities, worksites, equipment, work practices and safety devices to ensure compliance with required workplace safety standards, regulations, and reports findings to the CAO and Board of Supervisors.
- Prepares various monthly, quarterly and annual reports as required.
- Receives, tracks, and enters all workers compensation reported incident reports with the County's third party administrator.
- Authorize 4850 time and coordinates with Auditor's staff to ensure benefits are reported and paid correctly.
- Assist TPA and County Counsel with claims made against the County.
- Monitors, reviews and completes various annual insurance policy applications. Ensures County has adequate insurance coverage.
- Assist departments in establishing departmental specific safety manuals to minimize or eliminate hazards while maintaining consistency with County policies, state, and federal laws.
- Assist Human Resources and County Departments with the Interactive Process (IAP) and the Return-to-Work (R2W) Process through all aspects of claims.
- Coordinates and assists with the calculation of various County charged insurance premiums.
- Monitors and presents written and oral reports concerning legislation, changes in insurance coverage and costs, loss trends, and other topics that may affect the County to the CAO and Board of Supervisors.
- Examines and test machinery and equipment, such as lifting devices, machine guards, scaffolding. Ensure the machinery and equipment meet appropriate safety regulations.
- Check that personal protective equipment, such as masks, respirators, protective eyewear, or hardhats, are used in workplaces according to regulations.
- Test and identify work areas for potential accident and health hazards, such as toxic fumes and explosive gas-air mixtures. Check that dangerous materials are stored correctly.
- May implement appropriate control measures, such as adjustments to ventilation systems.
- Investigations may involve talking with workers and observing their work, as well as inspecting elements in their work environment, such as lighting, tools, and equipment.

OES SUPERVISOR OF THE FOLLOWING EXAMPLE OF DUTIES:

- Oversees and monitors EMPG
- Supervises the EOC for compliance.
- Supervises staff in the develop, implement, and maintain OES emergency response plans, manuals, and standard operating procedures utilizing regulatory guidelines and requirements; ensures plans are integrated with the emergency response plans of other local agencies.

OES SUPERVISOR OF THE FOLLOWING EXAMPLE OF DUTIES - Continued

- Assists in developing annual and multi-year plans and budgets for assigned program(s); maintains fiscal records; monitors expenditures to ensure that spending is within budgeted limitations.
- Evaluates program effectiveness; recommends procedural changes to enhance program effectiveness and implements management directives.
- Assist in the coordination of various activities in the ongoing administration of the program including, but not limited to, drills, preparedness exercises and training for staff to ensure they are sufficiently prepared for emergency response operations; serves in a liaison capacity with other agencies during emergency operations.
- Assist as a liaison to community consortiums, coalitions, and committees; facilitates meetings; schedules trainings and drills; advises groups on and accounts for program activities; determines strategies to expand and strengthen current partner and memberships.
- Assists Health Care Coalition (HCC) partners with emergency planning and disaster management; supports coalition members with supply requests according to budget requirements.
- Provides Incident Command (IC) support as department operations center manager; coordinates with command staff to address planning needs during a qualifying event; provides technical assistance to department staff related to roles and responsibilities during an emergency response.
- Assist in coordination of ICS training and maintains tracking system of County staff participation and ICS certificates.
- Engages with diverse stakeholders to ensure public health emergency preparedness and response activities are inclusive and representative of culturally, socially, and economically diverse populations.
- Oversees research and analysis related to emergency preparedness and response; prepares technical reports to interpret data, identify alternatives, and make and justify recommendations.
- Directs the maintenance of and/or maintains accurate records and files; prepares reports, correspondence, and a variety of written materials.
- Provides technical and functional direction to assigned staff on projects or during an emergency event; oversees work activities to ensure they are conducted properly; provides training on program operations; provides information to management on staff performance.
- Networks with peers in other organizations to exchange and share information, tools, and best practices in the assigned program areas; makes recommendations to management on the adoption and implementation of current best practices.
- Performs other duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; stooping, bending, kneeling, crouching, crawling reaching, lifting to 50 lbs., climbing ladders, verbal communication; use

of office equipment including computers, telephones, calculators, copiers, and FAX; equipment would also include motor vehicles.

TYPICAL WORKING CONDITIONS

Work is performed in a variety of settings, such as, office environment, the community or County department setting; may work outdoors, continuous contact with staff, public and local and state agencies.

KNOWLEDGE OF

- Federal, state, county, local, Cal-OSHA, Department of Transportation (D.O.T.) and EPA and OES requirements and industry standards and the ability to apply those requirements to highly variable and diverse work situations and environments. Principles and practices of Risk Management, Insurance, Occupational Health and Safety, Claims, Risk Control, Risk Financing, Wellness and Legal programs and procedures.
- Principles and practices of evaluating and implementing a comprehensive safety program, OES including training techniques.
- Techniques of accident prevention; methods of assessing safety hazards and controls, and conducting accident/injury investigations and safety inspections.
- Laws and regulations applicable to employee safety and occupational health (i.e. Cal/OSHA standards and California Labor Code).
- Cal/OSHA, OES policy and procedures, citation and appeal processes, and Cal/OSHA Standards Board processes.
- Litigation process both workers' compensation and liability, including mediation. Methods and techniques of environmental sampling, analysis and modeling
- Industrial safety practices and applicable laws and regulations.
- General liability, employment liability, automobile, property, environmental liability and other insurance or self-insurance program development and administration.
- Principles, practices and methods of administrative, organizational, economic and procedural analysis.
- Principles and practices of budget development and administration, organizational planning, work measurements capital improvement programming and planning and personnel management.
- Statistical and financial analysis, recordkeeping and report generating principles and techniques.

ABILITY TO

- Investigate and evaluate complex safety problems and issues. Research, compile, analyze and interpret complex technical, financial and other statistical data.
- Obtain collaboration and cooperation from top managers, staff, and to develop and maintain positive, professional, service oriented working relationships with all encountered in the course of work.

DIRECTOR of RISK / SAFETY/OES – 5

ABILITY TO - continued

- Collect, interpret and evaluate data and develop management information systems to establish loss history for risk analysis.
- Prepare clear concise reports and recommendations.
- Communicate effectively orally and in writing. Communicate complex information through oral and written presentations to senior managers, the Board of Directors, representatives of the media, and the public.
- Demonstrate computer proficiency with MS Office (Word, Excel, Outlook and PowerPoint) and computerized tracking systems and controls including Risk Management Information Systems.
- Analyze complex and sensitive administrative, budgetary, operational, economic, political and organizational problems, evaluating alternatives and reaching sound conclusions.
- Analyze insurance policy provisions to determine the existence and extend of liability
- Represent the County effectively and in a professional manner in meetings, hearings, administrative court proceedings with other governmental agencies, boards and commissions, and with the public. Maintain a calm professional demeanor under all working situations and conditions

EDUCATION AND EXPERIENCE

1. Bachelor's degree with major course work in Risk Management, Safety Engineering, Environmental Health and Safety, Occupational Health, Industrial Hygiene, Business or Public Administration, or a closely related field is preferred.
2. A Master's degree in a related field may be substituted for one (1) year of experience.
3. A minimum of five (5) years' recent position-related management level experience in the field of Environmental Health or Safety; with working knowledge of Workers' Compensation, Disability Management, and Risk Management required.
4. Experience with self-insured program; Excess Liability, Excess Workers' Comp. and Property.
5. Required certifications ICS, 100, 200, 700, 800, 120, 230, 235, 240, 241, 242, and 244 must be kept up to date.
6. Experience with Third Party Administrators (TPA's) including Workers' Comp and Liability, experience with Workers' Compensation Alternative Dispute Resolution (ADR) Programs, and experience with Workers Compensation Public Entity Liability Claims.
7. Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

RECOMMENDED LICENSES / CERTIFICATIONS:

Certification as a Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CIH), or Associate Risk Management (ARM).

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
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Adopt RESOLUTION authorizing $10 Per Hour Stipend for Human Resources Analyst Position for Human Resources Director Duties; (General Fund Impact) unbudgeted item; discussion and possible action. Four/Fifths roll call vote**

Recommendation:

Adopt **RESOLUTION** Authorizing $10 Per Hour Stipend for Human Resources Analyst Position for Human Resources Director Duties**,** approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

Due to the status of the Human Resources Director (currently on Paid Administrative Leave), the Human Resources department needed back-up to fulfill the day-to-day duties of the Human Resources Director. The County Administrative Officer requests a stipend be paid to the Human Resources Analyst for when they are performing Human Resources Director duties of $10 more per hour. This time will be tracked on a separate timecard and charged to the Human Resources department fund #20035. The stipend will be effective November 20, 2023 and will continue forward until further notice.

Action:

Approve the Stipend of $10 per hour when performing the duties of the Human Resources Director.

Fiscal Impact:

General Fund Impact unbudgeted and unknown at this time.

Attachments:

1. BOS Agenda Item Stipend for HR Analyst 12-2023
2. Resolution HR Analyst Stipend 12-01-2023

COUNTY ADMINISTRATIVE OFFICE

520 Main Street, Room 309, Quincy, California 95971
(530) 283-6446 FAX (530) 283-6288
Email: debralucero@countyofplumas.com

DATE: **December 1, 2023**

TO: **The Honorable Board of Supervisors**

FROM: **Debra Lucero, County Administrative Officer**

SUBJECT: **AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF DECEMBER 12, 2023**
RE: APPROVE RESOLUTION AUTHORIZING STIPEND FOR HUMAN RESOURCES ANALYST POSITION FOR HUMAN RESOURCES DIRECTOR DUTIES

IT IS RECOMMENDED THAT THE BOARD:

Adopt Resolution authorizing stipend to Human Resources Analyst position while performing Human Resources Director duties as back up to the Human Resources Director.

BACKGROUND AND DISCUSSIONS

Due to the status of the Human Resources Director (currently on Paid Administrative Leave), the Human Resources department needed back-up to fulfill the day-to-day duties of the Human Resources Director. The County Administrative Officer requests a stipend be paid to the Human Resources Analyst for when they are performing Human Resources Director duties. This time will be tracked on a separate timecard and charged to the Human Resources department fund #20035. The stipend will be effective November 20, 2023 and will continue forward until further notice.

Thank you for your consideration in this matter.

Attachment:
Resolution

RESOLUTION NO. 2023- _____

RESOLUTION AUTHORIZING STIPEND FOR HUMAN RESOURCES ANALYST POSITION FOR HUMAN RESOURCES DIRECTOR DUTIES

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year 2023/2024 needs may arise to amend Plumas County's Pay Schedule; and

WHEREAS, this Resolution addresses stipend pay increase for an additional stipend hourly rate of $10.00 per hour for the duties performed as Human Resources Director which will be charged to the Human Resources department #20035; and

WHEREAS, the current Human Resources Director is on Paid Administrative Leave effective November 17, 2023;

WHEREAS, the Human Resources Analyst has been performing the day-to-day duties of the Human Resources Director since November 20, 2023:

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve Resolution to amend Human Resources Analyst Classification and Pay Schedule while performing Human Resources Director duties to reflect the following:

> Effective November 20, 2023, Human Resources Analyst classification will be paid a stipend of $10.00 per hour in addition to regular Human Resources Analyst pay for Human Resources Director duties. The stipend will be charged to fund #20035. This shall be retroactive to November 20, 2023.

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 12th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

_____
Chairperson, Board of Supervisors

ATTEST:

_____
Clerk of the Board

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Zachary Gately, Grant Manager**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off Highway Vehicle Trails work on Mount Hough; effective February 28, 2023; not to exceed $489,042.00; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off Highway Vehicle Trails work on Mount Hough

Background and Discussion:

Plumas County has engaged Sierra Buttes Trail Stewardship (SBTS) as a partner on this project for several years. Typically, there are a couple of grant agreements each year for this work. Plumas County is the fiscal agent, receiving funds from the State while SBTS completes the work. This agreement will allow this work to continue to move forward and request reimbursement from the State for work done thus far.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off Highway Vehicle Trails work on Mount Hough

Fiscal Impact:

No General Fund Impact; all funds will be paid for with grant funds from California's Off-Highway Motor Vehicle Recreation Division of the Department of Parks and Recreation.

Attachments:

1. SBTS Mount Hough Phase II dev
2. RESOLUTION No. 23-8780 approving the applicant to apply for grant funds from the state of Calif. Dept. of Parks and Rec. Off-Highway Vehicle Grant Fun

Mount Hough Phase II Development Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its County Administrative Office (hereinafter referred to as "County"), and SIERRA BUTTES TRAIL STEWARDSHIP, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with 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 **Four hundred eighty-nine thousand and forty two dollars and 00/100** ($489,042.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.

3. Commencement and Term. The date of this Agreement commences February 28, 2023, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sierra Buttes Trail Stewardship from February 28, 2023, to date of approval of this Agreement by the Board of Supervisors, 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.

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.

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:

County Administrative Officer
County of Plumas
520 Main St,
Quincy, CA 95971
Attention: Debra Lucero

Contractor:

Sierra Buttes Trail Stewardship
550 Crescent St,
Quincy, CA 95971
Attention: Greg Williams

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. 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.

40. 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.

41. 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.

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:

Sierra Buttes Trail Stewardship,
a California non-profit corporation

By:_____
Name: Greg Williams
Title: Executive Director
Date signed:

By: _____
Name: Kyla Pascucci
Title: Secretary
Date signed: 12/7/23

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: Allen Hiskey
Title: Clerk of the Boad
Date signed:

Approved as to form:

_____ 11/7/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

Background: Contractor and Plumas County are mutually interested in developing a trail system on Mount Hough, near Quincy, CA. The trail system proposed to be built includes 20 miles of motorized single track. Plumas County has been selected to receive a grant from the Federal Highway Administration, and funds from the grant (R21-03- 84-D01) are to be used by Plumas County to complete the proposed project activities. These funds are administered through the Department of Parks and Recreation.

Purpose: The purpose of this agreement is to document the cooperation between the parties to develop new motorized multi use trails on the Mt Hough Trail System on the Plumas National Forest.

Incorporated Documents: The Project Agreement between the County and the California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division, No. R21-03-84-D0l ("State Project Agreement"), is attached hereto as Exhibit A-2 and hereby incorporated by reference into this agreement. Contractor shall not act in any way as to cause the County to breach the State Project Agreement.

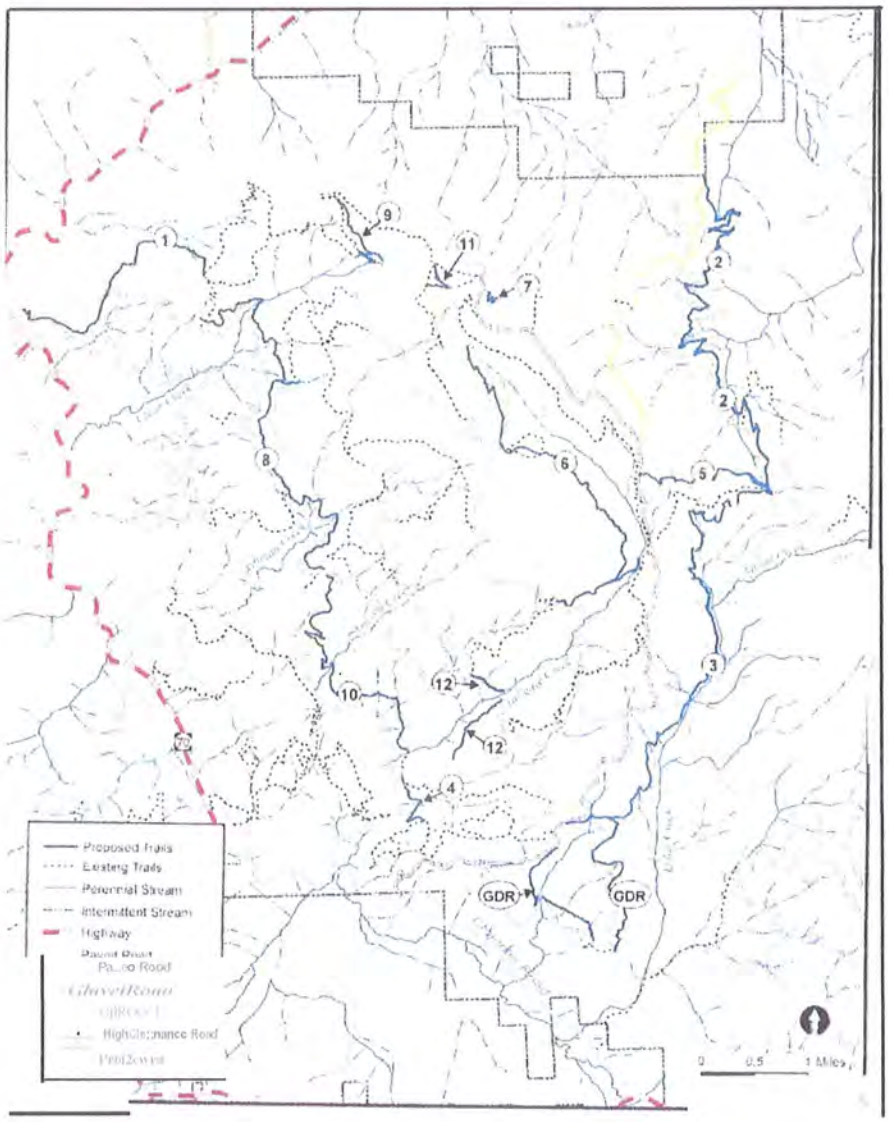
In furtherance of these ends, Contractor shall:

1. Provide all labor and direct supervision, training, transportation, equipment, tools and other support as needed to complete the scope of work.
2. Construct 20 miles of class II motorized trails on the Mt Hough Trail System following best practices.
3. Complete all necessary monitoring and reporting including soil monitoring and habitat management plan.
4. Volunteer Opportunities: Volunteer workdays will be offered throughout the season and provide opportunities for the public to learn about and participate in the project and to learn Tread Lightly techniques and proper trail etiquette. Volunteers help construct trails.
5. Adhere to the Minimum Design Parameter Guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 (Exhibit A-1) on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7' and clearing width of 36"-48" (light vegetation may encroach into clearing area. Quad trails will have a designated tread width of 50". Design clearing height will be 6'-7' and clearing width of 72" (light vegetation may encroach into clearing area).
6. Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues.
7. Provide opportunities for the community to become engaged in a meaningful outdoor project through organized volunteer workdays.

8. Submit all reports as required in the State Project Agreement.
9. Submit semi-annual reports to the U.S. Forest Service. Performance reports must contain information on the following: (1) a comparison of actual accomplishments to the goals established for the period - where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that info1mation is useful; (2) reason(s) for delay if established goals were not met; (3) additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. These reports are due 30 days after end of each reporting period established by the U.S. Forest Service. The final performance report shall be submitted either with Contractor's final payment request, or separately.
10. If applicable, use any U.S. Forest Service vehicles and equipment only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement. Maintain such vehicles and equipment according to the schedule listed in their owner's manuals and usual and customary standards of maintenance.

EXHIBIT A-1

Minimum Design Parameter Guidelines



1. Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 on trails that would be best maintained using mechanized trail equipment. Single track motorcycle trails will have a designed tread width of 24". Design clearing height will be 6'-7' and clearing width of 36"-48" (light vegetation may encroach into clearing area). Quad trails will have a designated tread width of 50". Design clearing height will be 6'-7' and clearing width of 72" (light vegetation may encroach into clearing area).

2. Follow all specifications outlined in Forest Service EM-7720-103 to local conditions that will guide trail design and construction of user and environmentally friendly trails. Forest Service Trail Accessibility Guidelines (FSTAG) will guide accessibility issues.

EXHIBIT A-2

State Project Agreement

See attached

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State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
RECREATIONAL TRAILS PROGRAM

PROJECT AGREEMENT NUMBER: R21-03-84-D01 PROJECT TYPE: Development

GRANTEE: Plumas County

PROJECT TITLE: Development

PROJECT PERFORMANCE PERIOD: FROM **02/28/2023** THROUGH **06/30/2025**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$489,042.00** (Four Hundred Eighty Nine Thousand Forty Two and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Fixing America's Surface Transportation Act (FAST-ACT) and Public Resources Code Section 5072.8 are hereby incorporated in the agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE
ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: DocuSigned by: Debra Lucero F0AB4DD075FB461...	AUTHORIZED SIGNATURE: DocuSigned by: Sixto Fernandez C228B4EA0761467...
AUTHORIZED NAME: Debra Lucero Robert McAdams	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: County Administrative Officer Fiscal Officer	TITLE: Grants Manager
DATE: 6/29/2023	DATE: 6/29/2023

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:		SUPPLIER ID NUMBER:			FUND DESCRIPTION:
C85-48-003		0000004988			Recreational Trails Program
REPORTING STRUCTURE:	ACCOUNT:	ACTIVITY:	CHARGE AMOUNT:		PROGRAM:
37900550	5432000	68649	489,042.00		Local Assistance
BU:	REF:	FUND:	CHAPTER:	ENY/STATUTE	FISCAL YEAR:
3790	101	0858	21	2021	2022/2023

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

N/A

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ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2021
Agency: Plumas County
Application: Development

APPLICANT NAME :	Plumas County		
PROJECT TITLE :	Development	**PROJECT NUMBER (Division use only) :**	R21-03-84-D01
PROJECT TYPE :			
PROJECT DESCRIPTION :	The Project is to provide Off-Highway Vehicle (OHV) related Development activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of the United States Forest Service (USFS) – Plumas National Forest on the Mount Hough Trail System. The Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee is required to provide twelve point one one (12.11%) percent of the total Project cost in matching funds. Project Deliverables 1. Construction of approximately twenty (20) miles of motorized, multi use single track trail within the Mount Hough Trail System. • Activities include removing brush and trees from the corridor, establish backslope, install reverse grade dips and other drainage features, construct tread, and define critical edge. • Signage Installation		

	Line Item	Qty	Rate	UOM	Total	Grant	Match
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	1. Plumas County OHV Staff Notes : Plumas County OHV Manager will oversee the Mt Hough Phase II Development project by coordinating with Mt Hough RD, trail contractor to ensure that project is up to specifications and on schedule. Plumas County OHV Manager	60.0000	50.000	HRS	3,000.00	1,500.00	1,500.00

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ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2021
Agency: Plumas County
Application: Development

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	will provide oversight and quality control on ground. Match will be provided by Plumas County's G21-03-84-D01 project agreement with CA OHV.						
	2. Quincy Super Volunteers Notes : Quincy Super Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail.Volunteers labor rate is $29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/	300.0000	29.950	HRS	8,985.00	0.00	8,985.00
	3. Feather River College-ORL Program Notes : FRC-ORL Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove	250.0000	29.950	HRS	7,488.00	0.00	7,488.00

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ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2021
Agency: Plumas County
Application: Development

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	debris and install drainage features in new trail.Volunteers labor rate is $29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/						
	4. Adopt A Trail Volunteers Notes : Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail.Volunteers labor rate is $29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/	300.0000	29.950	HRS	8,985.00	0.00	8,985.00
	5. Plumas Charter School Notes : Plumas Charter Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove	400.0000	29.950	HRS	11,980.00	0.00	11,980.00

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ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2021
Agency: Plumas County
Application: Development

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	debris and install drainage features in new trail.Volunteers labor rate is $29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/						
	6. TAY Program Notes : TAY Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove debris and install drainage features in new trail.Volunteers labor rate is $29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/	300.0000	29.950	HRS	8,985.00	0.00	8,985.00
	7. Lost Sierra Composite Bike Team Notes : Lost Sierra Composite Bike Team Volunteers will provide volunteer labor towards the project. Volunteers will cut brush out of corridor, dig backslope, establish tread, remove	350.0000	29.950	HRS	10,483.00	0.00	10,483.00

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ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2021
Agency: Plumas County
Application: Development

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	debris and install drainage features in new trail.Volunteers labor rate is $29.95/hour as sited by Independent Sector at https://independentsector.org/value-of-volunteer-time-2018/						
	8. Nevada County Woods Riders	300.0000	29.950	HRS	8,985.00	0.00	8,985.00
Total for Staff					68,891.00	1,500.00	67,391.00
2	**Contracts**						
	1. Trail Maintenance Contract Notes : Trail Maintenance Contract will construct new trails following Forest Service best practices. Contractor will remove brush and trees from the corridor, establish backslope, install reverse grade dips and other drainage features, construct tread, and define critical edge. Contractor will install signage. Sierra Buttes Trail Stewardship, acting as the contractor, has safely built over 100 miles of new trail and	487542.0000	1.000	EA	487,542.00	487,542.00	0.00

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ATTACHMENT 1

Cost Estimate Detail for Recreational Trails Program (Motorized Project) - 2021
Agency: Plumas County
Application: Development

	Line Item	Qty	Rate	UOM	Total	Grant	Match
	maintained over 1,100 miles of trail since 2003. Throughout that time SBTS has kept meticulous data about construction costs based on trail type, soil type, and slope. Based off of the Mt Hough Phase II variables SBTS used this historical data to quote construction cost estimates.						
3	**Materials / Supplies**						
4	**Equipment Use Expenses**						
5	**Equipment Purchases**						
6	**Others**						
Total Program Expenses					556,433.00	489,042.00	67,391.00
TOTAL DIRECT EXPENSES					556,433.00	489,042.00	67,391.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
Total Indirect Costs					0.00	0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00	0.00
TOTAL EXPENDITURES					**556,433.00**	**489,042.00**	**67,391.00**

TOTAL PROJECT AWARD	**489,042.00**	

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Grant Contract for Grants Funded by Recreational Trails Program

SPECIAL PROVISIONS

This agreement includes the following special provisions:

1. The Grantee must comply with Buy America requirements for all steel and iron permanently incorporated in a project funded under title 23. (23 USC §135 and 23 CFR §635.410)

2. Projects funded after December 26, 2014 are required to follow the Office of Management and Budget's Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards." (CFR Title 2, Chapter II, Part 200 et. seq.)

GENERAL PROVISIONS

A. Definitions

The term "Acf' as used herein means the Recreational Trails Program pursuant to state and federal statutes.

1. The term "Application" as used herein means the individual Project Application and its required attachments for Grants pursuant to the enabling legislation and/or Grant program.

2. The term "Acquisition" means to obtain fee title or easement of real property. Leases or rentals do not constitute Acquisition.

3. The term "Departmenf' means the California Department of Parks and Recreation.

4. The term "Development" means Capita! Improvements to real property by construction.

5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.

6. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of Grant monies in the Act, the State hereby Grants to the Grantee a sum of money (Grant monies) not to exceed the amount stated on page 1, or 88% of costs, whichever is less, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Scope described in the enabling legislation, and on page 1, and under the terms and conditions set forth in this Contract.

   The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Grant Scope. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Grant Scope in accordance with the time of Contract Performance Period set forth on page 1, and under the terms and conditions of this Contract.

3. The Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.) and the National Environmental Policy Act.

4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.

5. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Grant Scope in writing to the State for prior approval. Changes in the Grant Scope must be approved in writing by the State.
6. If the Grant Scope includes Acquisition of real property, the Grantee agrees that lands acquired with Grant monies shall not be acquired through the use of eminent domain.
7. If the Grant Scope includes Acquisition of real property, the Grantee will comply with the terms of Title ii and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Contract and the Grantee agrees to comply with the California Government Code Chapter 16 commencing with Section 7260 et seq. and all applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.
8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the Recreational Trails legislation and/or Grant program.

c. Project Costs

The Grant moneys to be provided Grantee under this contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse the amount of the State approved purchase price together with State approved costs of Acquisition (or 88% of the Project costs, whichever is less), but not to exceed in any event the Grant amount set forth on page 1 of this Contract, upon completion of the Acquisition.
    a. After the property is in escrow, the Grantee may request an Advance up to 80% of the Grant or 100% of the actual Acquisition cost, whichever is less. The Department shall immediately distribute these funds to the title company charged with the transfer of property ownership.
    b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.

2. If the Project includes Development, completion of the Project or any phase or unit thereof, State may disburse to Grant recipient upon receipt and approval by State of a statement of incurred costs from Grant Recipient, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this contract, (or 88% of the Project costs, whichever is less) or any remaining portion of such Grant amount to the extent of such statement.
    a. On proof of award of a construction contract or commencement of construction by Force Account payment schedule, up to 50% Advance of the Grant amount, or a 80% reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded construction contracts.
    b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.

3. If the Project Includes Operations or Program costs, the State may disburse Grant monies to the Grantee as follows, but not to exceed in any event the total Grant amount set forth of page 1 of this Contract:
    a. On proof of a signed contract or agreement, or commencement of operation or program by Force Account payment schedule, up to 50% Advance of the Grant amount, or a 80% reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to

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b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Program cost, whichever is less, on completion of the Program and receipt of a detailed summary of Program costs from the Grantee.

4. The statements to be submitted by the Grantee shall set forth in detail the incurred cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account.

5. Statements/payment requests shall be submitted to the State not less than twice a calendar year, beginning from the date of federal approval/contract performance start date.

D. Budget Contingency Clause

1. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this contract with no liability occurring to the State, or offer a Contract amendment to Grantee to reflect the reduced amount.

E. Project Administration

1. If grant monies are advanced, and not placed into escrow, the Grantee shall place these monies in a separate interest-bearing account, setting up and identifying such account, prior to the Advance. Interest earned on grant monies shall be used on the Project as approved by the State. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the State within 60 days of completion of the Grant Scope or end of the Contract Performance Period, whichever is earlier.

2. Grantee agrees that income earned by the Grantee from a State approved non-recreational use on the Project shall be used for recreational purposes at the Project, or, if approved by the State, for recreational purposes within the Grantee's jurisdiction.

3. The Grantee shall promptly submit written Project Reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Contract available for inspection upon request by the State.

5. The Grantee shall make any program developed or administered pursuant to this Contract available for observation upon request by the State.

F. Project Termination

1. Any Grant funds that have not been expended by the Grantee shall revert to the fund.

2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.

3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

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4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quanttty and quality of parks, public recreation facilities and/or Historical Resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of Grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the spedfic performance of this Contract, unless otherwise agreed to by the State.

5. The Grantee and the State agree that if the Grant Scope includes Development or a Program, final payment may not be made until the Project conforms substantially to this Contract.

G. Hold Harmless

1. The Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.

2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or Maintenance of the property described as the Project which claims, demands or causes of action arise under California Government Code Section
895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.

3. The Grantee agrees that in the event the State is named as codefendant under the provisions of California Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as
codefendant in such legal action in which *event* the State shall bear its own litigation costs, expenses, and attorney's fees.

4. The Grantee and the State agree that in the event of judgment entered against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or final payment.

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2. Grantee shall keep such records as the State shall prescribe, including records which fully disclose (a)the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit.

3. The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract. Such accounts, documents, and records shall be retained by the Grantee for at least three years following Project termination.

4. The Grantee shall use a generally accepted accounting system.

I. Use of Facilities

1. The Grantee agrees that the Grantee shall operate the property acquired, developed, rehabilitated, or restored with the funds in perpetuity. In the case of lands not held in fee by the Grantee, perpetuity shall be in accordance with the tenure or the length of time sufficient to provide public benefits commensurate with the type and duration of interest in the land held by the Grantee.

2. The Grantee agrees to use the property only for the purposes of the Grant and to make no other use, sale, or other disposition or conversion of the property except as authorized by a specific act of the Legislature and the property shall be replaced with property of equivalent value and usefulness as determined by the Department.

3. The property acquired or developed may be transferred to another eligible Applicant if the successor Grantee 'assumes the obligations imposed under this Contract and with the concurrence of the Department.

J. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Grant program.

K. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

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L. Severability

1. If any provision of this Contract or the Application thereof is held invalid, that invalidity shall not affect other provisions or Applications of the Contract which can be given effect without the invalid provision or Application, and to this end the provisions of this Contract are severable.

EXHIBIT B

Fee Schedule

1. Contractor shall be reimbursed in accordance with the State Project Agreement, attached hereto as Exhibit A-3. Contractor shall prepare and submit to County all documentation required by the State of California under the State Project Agreement for reimbursements under the grant, and County shall then transmit such documentation to the State of California. When County receives reimbursements under the grant from the State of California, County shall then pay Contractor any portions of the reimbursement allocable to the work perfo1med by Contractor. At County's discretion, County may pay such reimbursements in advance of receipt of funds from the State.

2. County shall not be responsible for making payments to Contractor in excess of the amounts actually received by the County from the State of California pursuant to the grant described in the State of Project Agreement, in response to a claim for reimbursement submitted for work performed by Contractor. If the State of California denies any claim for reimbursement arising from work performed by Contractor under this Agreement, the County shall not be liable for paying such claim to Contractor. If County has advanced funds to contractor in anticipation of reimbursement from the State and subsequently the State denies such claim for reimbursement, Contractor shall be responsible for reimbursing County for the advanced funds that were the subject of the States denial.

3. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the te1ms of the applicable subcontracts and purchase orders.

5. The County shall not have any responsibility to make payments to any subcontractor or supplier.

6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

RESOLUTION NO. 23-8780

APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the **Board of Supervisors of the County of Plumas, State of California** hereby:

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the **County Administrative Officer** as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Approved and Adopted on the 4th day of April, 2023. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the **Board of Supervisors of the County of Plumas, State of California** following a roll call vote:

Ayes: Supervisor(s) Goss, McGowan, Hagwood, Engel, Ceresola

Noes: None

Absent: None

Dwight Ceresola
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:
Joshua Brechtel
Deputy County Counsel

MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

International Union of Operating Engineers, Local 3

Public Works Unit

January 1, 2024 to June 30, 2025

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PUBLIC WORKS UNIT

MEMORANDUM OF UNDERSTANDING

Pursuant to the provisions of the Meyers-Milias-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the County of Plumas, hereinafter called "County", the following Memorandum of Understanding, hereinafter called "MOU", is established for those classifications in the Public Works Unit, represented by International Union of Operating Engineers, Local 3, hereinafter called "Union".

This Memorandum of Understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Public Works Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Union and adopted by the Plumas County Board of Supervisors.

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

The County recognizes the Operating Engineers Union Local 3 as the exclusive representative for employees designated to Public Works Unit of County employees pursuant to Section 3510b of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of County positions designated to the Public Works Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all of its rights, powers and authority that it exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. The County's management rights include, but are not limited to, the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the size of the work force and determine the number of employees needed;
6. To hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;

8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts; to furlough employees for limited duration;
10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions and determine the content and title of such classifications;
13. To determine the methods, processes, means, and places of providing services;
14. To take whatever action necessary to prepare for and operate in an emergency, including with respect to issues within the scope of the Union's representation as provided by the Meyer-Milias-Brown Act; and
15. To contract for services.

1.03 UNION SECURITY

The Union may post within the employee rest area a written notice, which sets forth the classifications included within the representation unit referred to in this Memorandum of Understanding and the name and address of recognized organization. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

1.04 IMPLEMENTATION

An employee hired by the County subject to this Memorandum of Understanding may join the Union pursuant to the process provided by State law.

The Employee's earnings must be sufficient to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.

1.05 PAYROLL DEDUCTIONS

The Union shall be provided payroll deduction for membership dues. The Union shall provide the Human Resources Department with a written authorization on a form approved by the County, signed by the employee in the unit authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Union in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Union shall immediately notify the Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Union, the employees or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Union agrees to

indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

Operating Engineers Local Union No. 3 will maintain records of employees authorizations for dues deductions. Operating Engineers Local Union No. 3 will provide Plumas County with information regarding the amount of dues deductions and certify the list of Operating Engineers Local Union No. 3 employees who have authorized dues deductions. Plumas County will rely on the information provided by Operating Engineers Local Union No. 3 members and remit such dues for fees to Operating Engineers Local Union No. 3. Operating Engineers Local Union No. 3 will immediately notify Plumas County of any changes in the Members' dues deduction authorizations. Plumas County will direct all inquiries from employees about the Operating Engineers Local Union No. 3 membership or dues deductions to Operating Engineers Local Union No. 3.

1.06 USE OF COUNTY FACILITIES

With approval of the County, the Union may use certain County facilities, resources and supplies for non-political purposes as long as the County is reimbursed for the cost of any supplies or materials provided to the Union and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Union agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received and to pay for the costs of any damages that it causes to a County facility.

1.07 BULLETIN BOARDS

The Union shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin boards. Union material on bulletin boards is to be maintained by the Union in an orderly manner and current.

All material posted shall 1) not be obscene, 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or his/her designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

1.08 ACCESS TO EMPLOYEES

With prior notice to the County, the Union or its official representative(s) may have access to County employees during off duty time in the non-work areas of County facilities for the purpose of Union business.

AB 119 – New Employee Orientation

County of Plumas will allow Operating Engineers Local No. 3 Union (OE3) access to new

employees at New Employee Orientations up to one (1) hour. A designated employee representative of OE3 shall be allowed access to new employee orientation if the OE3 Business Representative is not able to attend, upon prior notification to their respective department head(s). Reasonable release time (two (2) hours) will be granted to the OE3 designated employee representative to attend this orientation.

1.09 WAGE RANGE ADUSTMENTS AND PERSONNEL RULE CHANGES

The County will give written notice to the Union prior to any salary range adjustment to any job classification in the bargaining unit. The County will give advanced notice to the Union of any proposed changes to the Personnel Rules, which affect employees' wages, working hours, terms of employment, and/or working conditions.

The County will offer to meet and confer on impact of any such proposals or change upon notification from the Union.

1.10 UNIT REPRESENTATIVES

The Union shall be allowed to designate up to four (4) employee members to serve as representatives in the "meet and confer", collective bargaining and negotiations process with the County. The Union shall provide the County, in writing, prior to the beginning of the meet and confer process, collective bargaining and negotiations the name, classification and department of each representative.

Designated employee representatives shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer", collective bargaining and negotiations process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Union exercising this right.

1.11 LABOR MANAGEMENT RELATIONS COMMITTEE

Union stewards identified in writing by Operating Engineers shall be released up to three hours every three months to meet in a labor management committee with County management to discuss how to improve problem solving and County-Union Labor Management Relations. The Committee may make recommendations to the County.

1.12 INDIVIDUAL RIGHTS

Neither the County nor the Union shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.13 PROBATIONARY APPOINTMENT

(a) New employees shall be hired on a probationary basis from an eligible list to a vacancy that the Board of Supervisors authorizes to be filled, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a for cause appointment after the new employee successfully completes a probationary period. The initial probationary period for new employees is twelve (12) months of continuous and compensated service measured from the date of hire, also known as the anniversary date as provided in Section 1.14. A probationary employee is employed on an at-will basis and may be terminated without cause.

(b) The probationary period for a for cause employee promoted to a higher level classification shall be six (6) months of continuous and compensated service measured from the date of promotion, which becomes the employee's new anniversary date as provided in Section 1.14.

(c) A for cause employee who is promoted, shall have the right to return to the employee's job classification prior to promotion if the employee fails the probationary period for the promotion.

(d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.14 ANNIVERSARY DATE

The date of appointment to a particular classified position.

1.15 APPOINTMENT

The filling of a position in the County service by means of an appointing authority's offer of employment and acceptance of that offer by an applicant.

2.00 COMPENSATION

2.01 WAGE

Wages for all represented classifications shall be increased during the term of this Agreement as follows:

10.0% effective the first full pay period in January 2024.

2.0% effective the first full pay period in July 2024.

2.02 MERIT INCREASE

Advancement through the Steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next higher step. However, an employee who is promoted shall be eligible for one (1) advancement to the next higher step after six (6) months of continuous and compensated service measured from the date of the promotional appointment. In such event the effective date of the merit advancement shall become the employee's new anniversary date as provided in Section 1.14.

Satisfactory performance is demonstrated by an appointing authority's completion of County's Personnel Action Form, based on performance evaluations conducted at least thirty (30) days prior to the employee's merit anniversary date.

The County shall maintain a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety (90) days and, if the performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation the employee shall not be eligible for a merit increase until the next anniversary date.

2.03 LONGEVITY ADVANCEMENT

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Unit employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times the number of hours worked in excess of their normal workday or workweek.

A vacation day, paid holiday, or sick leave used, shall be counted in a regular workday or workweek for purposes of computing overtime.

3.02 COMPENSATORY TIME OFF

Compensatory Time Off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below:

(a) In lieu of overtime pay, an employee may request and accrue compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.

(b) FLSA non-exempt employees shall accrue one and one-half (1.5) hours of compensatory time off for each hour worked in excess of their normal workday or workweek.

(c) Each employee and employee's department head shall keep records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.

(d) The compensatory time-off accrual cap is one hundred and twenty (120) hours. An employee may not request and the County may not authorize CTO accrual above the cap for any employee.

(e) Compensatory time off shall be accrued and used as authorized by the department head as provided by applicable law.

(f) Employees transferring to another County department have the option of fully cashing out their CTO Bank at the time they transfer to the new department

(g) At the end of employment, the County will pay the employee the value of accrued compensatory time off. This shall be based upon the employee's hourly wage at the date of termination.

3.03 ON-CALL PAY

On-call duty assigned by the department head shall be compensated as follows:

(a) Employees who are required to be on-call outside of normal working hours shall be eligible for on-call pay.

(b) On-call employees will be expected to respond to service call within 30 minutes.

(c) Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week day of on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or observed Holiday of on-call status.

(d) Employees responding to a service call outside of normal duty hours shall be compensated at time and one half (1 ½) their normal pay rate. Compensation may be either in pay or CTO upon between the department head and the employee. This section shall apply to both overtime "exempt" and "non-exempt" employees.

(e) Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence and any telephone call in excess of fifteen (15) minutes.

3.04 CALL-BACK PAY

An employee required to report for work on a non-work day or outside of the employee's regular hours on a workday once the employee has left the work site, shall receive callback pay. The minimum hours for each callback shall be two (2) overtime hours of compensation or the actual hours worked whichever results in the greater overtime hours. Callback time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered callback, but any telephone time may be overtime subject to the overtime provisions of this Memorandum of Understanding.

Employees responding to a callback assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.05 CALL-BACK AND STANDBY DUTY: ROAD DEPARTMENT

A workday shall consist of twenty-four (24) hours starting at midnight and ending at midnight. The regular workday hours shall be from 8 a.m. to 4:30 p.m., and the regular workweek shall be Monday through Friday.

An employee's regular workday or regular workweek may be rescheduled to any other period by giving the employee at least eight (8) hours' lead notice. The employee's regular workday may also be rescheduled if the employee is given less than eight (8) hours' notice, but that portion of the first rescheduled shift occurring before 8 a.m. shall be paid at the callback rate.

The work week shall be the seven (7) day period commencing Monday morning at 12:01 a.m., and the permanent employee shall be entitled to a minimum of forty (40) hours of regular time pay during each week.

(a). Call-Backs: When an employee is ordered back to work and the required emergency work is to be commenced within eight (8) hours of the order, the employee shall be paid at one and one-half (1-1/2) times his/her normal rate of pay for a minimum of two (2) hours while on call-back. If the employee has put in less than eight (8) consecutive hours immediately prior to 8 a.m., he/she shall receive his/her regular rate of pay for any hours worked after 8 a.m. during the regular workday. If he/she has worked in excess of eight (8) hours while on call-back and is required to

continue working, he/she shall receive one and one-half (1-1/2) times his/her normal rate of pay until he/she is finished with the work or is relieved by another employee.

(b). Standby Duty: Standby duty shall be performed by an employee during any non-regular working hours as required and ordered by the foreman or lead person. The employee so ordered to standby duty shall be paid according to the following schedule:

1. For the fifteen and one-half hours (15 ½) immediately following any regular workday, except Friday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remaining ten and one-half (10 ½) hours of standby duty.

2. When on standby duty during the same period for less than one half (1/2) of the above mentioned fifteen and one-half hours (15 ½), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first three (3) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.

3. For the thirty-one and one-half (31 ½) hours between 4:30 p.m. Friday and midnight Saturday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-four and one-half (24 ½) hours of standby duty.

4. For the thirty-two (32) hours between midnight Saturday and 8 a.m. Monday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-five (25) hours of standby duty.

5. When on standby duty during the same period for less than one half (1/2) of either of the above-mentioned hours (31-1/2 and 32), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.

6. One (1) employee may perform the standby duty for a full weekend.

3.06 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty-five cents ($.35) per hour shift differential pay.

3.07 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of thirty-five dollars ($35.00) per month shall be provided. Bilingual pay differential shall cease when the position is determined by the Human Resource Director to no longer require bilingual skills.

3.08 FLEX TIME

At the department head's discretion, departmental employees may be authorized to work a flexibly scheduled workday using a core (mandatory) time between 10 a.m. and 3 p.m. per day with remaining work hours scheduled outside the core time.

3.09 FOUR DAY WORK WEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four-ten (4/10) hour days. The department shall provide ten (10) days' notice before beginning "four ten" workweek schedule unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten hours instead of eight (8) hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than ten (10) working days' notice.

3.10 4-10'S SHIFT

For the purpose of road crew-Public Works employees working the four-ten's (4-10's) shift during the summer months, workdays shall be changed to hours so that vacation and holiday accrual will be on an hourly basis rather than on a daily basis and, therefore, there shall be no problem of interpretation of "a working day."

3.11 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen (15) minute duty free rest period during each four (4) hours or one half (1/2) of the regular eight (8) or ten (10) hour work day, whichever is greater.

3.12 WORK SCHEDULE

All full-time employees shall enjoy a regular work schedule that includes two (2) consecutive days off. Exceptions shall be on a limited basis and based upon workplace necessity.

(a) When a County-recognized paid holiday occurs during a regular scheduled shift, employees working the night shift will not be subject to a split-shift in the event that the shift hours cannot be changed so that the shift is completed prior to twelve o'clock midnight. These employees shall finish their regular shift at straight time and will begin their holiday at the end of that shift.

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

Employees are eligible to receive medical insurance through the Operating Engineers Local #3 plan. Plan B is used as the benchmark for the Affordable Care Act low wage earners calculation.

The County contributes 85% of the dollar amount for OE3 medical insurance, vision, dental and life benefits. The employee shall pay 100% of the cost of the combined premiums above the County contribution for the employee's benefit level.

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

Employees who can show proof of other Affordable Health Care Act compliant health insurance and request opting out of the Operating Engineers health plan shall receive $150.00 (one hundred and fifty dollars) per pay period for 24 (twenty-four) pay periods per year, for a maximum benefit of $3,600.00 (thirty-six hundred dollars) per year. Employees are required to submit proof of Affordable Health Care Act compliant health insurance on an annual basis and are required to notify the County within 14 (fourteen) days of their outside health insurance being discontinued.

Retiree Employee Health Plan:

An employee who retires from Plumas County, who is covered under a Union health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the Union's health premium contribution for an active employee, or fifty percent (50%) after twenty-five (5) years of continuous service, until the employee reaches age sixty-five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below. Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option	
Years of Continuous Service	Percent of Sick Leave Value
0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic twenty-five per cent (25%) or fifty per cent (50%) of the County-paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of one hundred per cent (100%) premium for themselves or surviving spouse.

4.02 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (PERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the PERS 2.0% at age 62 benefit plan and new safety members receive the PERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.

Classic miscellaneous members shall pay the 7.0% employee pension contribution. Classic safety members shall pay the 9.0% employee pension contribution. New members shall pay 50% of the normal cost as their pension contribution as required by PEPRA. Employees pay these amounts on a pre-tax basis to the extent allowed by law.

The County has amended its contract covering classic miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2.0% @ 55 retirement formula with PERS.

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall be integrated with County sick leave to prevent compensation duplication during leave and to allow an employee to receive up to full pay by the combination of benefits. Employees shall work with the Human Resources Department to

coordinate these benefits. An employee who receives more than one hundred percent (100%) of their wages while receiving SDI and sick leave will pay the amount in-excess of one hundred percent (100%) of their wages to the County.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or for cause. Sick leave shall be granted subject to the following terms:

(a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.

(b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.

(c) An employee hired or rehired on or after July 1, 2010, shall have a maximum sick leave accrual of 500 hours.

5.02 SICK LEAVE PAYOFF

The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows:

10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.

15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.

5.03 FAMILY INJURIES AND ILLNESSES

In the event of injury or illness in the employee's family, permanent or probationary employee shall be allowed up to ten (10) days of leave per year measured from the anniversary date, which shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

An employee who seeks to be absent from work for reasons that are not addressed by an applicable Federal and/or State leave law must request an unpaid leave of absence in accordance with the following:

(a) Unpaid leaves of absence lasting fourteen (14) calendar days or less must be approved in advance in writing by the Department Head. Unpaid leaves of absence greater than fourteen (14) calendar days must be approved in advance in writing by the County Administrator and the Department Head.

(b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's Department Head.

(c) The County will not contribute to the health insurance premium. During the unpaid leave of absence, the employee will pay the full premium to the group health insurance plan. The payment schedule shall be determined by the County's Human Resources Department

(d) The County reserves the right to deny an unpaid leave of absence and to deny the extension of such a leave.

(e) An employee granted an unpaid leave of absence will be expected to return to his/her normal assigned duties upon the expiration of the leave unless a legal process requires a different result. An employee on an unpaid leave of absence is subject to layoff to the same extent as when at work in regular service.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the

County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

5.07 FAMILY DEATHS

When a cause or probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

(a) The appointing authority was notified on the first day of such absence.

(b) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild, and those family relationships recognized by law such as in-law, half, step, adopted and foster family members.

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and for cause employees. Vacation shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

(a) Accrual shall be computed from the date of hire:

1. During the first (1st) through second (2^{nd}) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.

2. During the third (3rd) through seventh (7th) year of compensated continuous service, an employee shall accrue fifteen (15) days of vacation.

3. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.

4. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.

(b) The balance of accrued unused vacation leave for any employee shall be limited to the number of days equal to twice (2x) the current year's rate of accrual. No vacation will be earned when the maximum vacation accrual

is reached except as provided for in this section.

(c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employees vacation accrual balance at or below the maximum allowed accrual.

(d) Reasons to extend a vacation accrual limit may include but not be limited to the following.

1. The employee was required to work as a result of an operational need or an emergency.

2. The employee was assigned to work of a priority or critical nature an extended period of time.

3. The employee was absent on full salary for compensable injury pursuant to Section 5.06 of this Agreement.

4. The employee was on jury duty.

5. The employee was prevented by the department head or designee from utilizing accrued vacation.

(e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation will exceed the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

(f) The Department Head will define a thirty (30) day window period each calendar year at which time employees may bid for their first choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all

employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

(g) Each department head or designee will make every effort to act on vacation requests in a timely manner.

(h) Vacations will be canceled only when operational needs require it.

(i) Upon death, retirement, layoff, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued vacation leave. The value of the accrued vacation leave shall be based upon the employee's hourly wage at the end of employment.

Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or Compensatory Time Off to make a full day.

January 1, New Year's Day
The third Monday in January, Dr. Martin Luther King, Jr. Day
February 12, Lincoln's birthday;
The third Monday in February, Presidents' Day;
The last Monday in May, legal observance of Memorial Day;
June 19, June Juneteenth
July 4, Independence Day;
The first Monday in September, Labor Day;
The second Monday in October, Columbus Day;
November 11, Veterans' Day
The day in November that is the legal observance of Thanksgiving.
The day in November following Thanksgiving;
December 24, Christmas Eve
December 25, Christmas Day; and
One (1) floating holidays to be approved in advance by the Department Head.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday;

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

Safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code Section 4850.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

(a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or

(b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or

(c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

(a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.

(b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall

receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation, or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Union may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7) working days after termination of "Step One". A meeting with the representative and supervisor

or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two 2 may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Union Representative (or the employee if not represented by the Union, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law Judge shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation.

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

7.00 MISCELLANEOUS

7.01 TOOL ALLOWANCE

In July of each year, classifications currently receiving a tool allowance shall receive seven hundred fifty dollars ($750) per year. Expanded eligibility for tool allowance beyond the current

classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

7.02 CLOTHING

(a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner or be subject to disciplinary action.

(b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.

(c) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanics I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency, and service provider to be determined by the Public Works Director.

(d) Each July 1, the County shall provide a Safety-Clothing/Boot Allowance of Six Hundred Dollars ($600.00) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments.

Provided, however, that the July Safety-Clothing/Boot Allowance paid to an employee who has worked less than a full year preceding the payment date, shall be reduced on a prorated basis on the portion of the preceding year actually worked. Provided further, that if an employee separates from the County employment with less than one full year of employment with the County in an eligible classification, a prorated than one full year of employment with the County in an eligible classification, a prorated portion of any Safety-Clothing/Boot Allowance paid to that employee shall be reimbursed to the County from the employee's final paycheck in an amount equal to that part of the year not actually worked.

7.03 PROGRAM FOR BONUSES FOR COST-SAVING IDEAS

During the term of this agreement, the County shall implement a program to reward employees with bonuses for ideas which prove to be cost saving ideas for the County. Implementation shall be done in a manner acceptable to the County. The County shall not be obligated to fund the program with more than five hundred dollars ($500) per fiscal year unless a higher level of funding or a percentage formula is adopted by mutual written assent.

7.04 FURLOUGH RULE

The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

(a) A furlough may be ordered only to compensate for a budget issue.

(b) The Department Head may furlough an employee or group of employees upon approval of the County Administrator.

(c) An employee furloughed by the Department Head shall be non-compensated during a furlough period but shall not suffer a reduction in non-salary related benefits of seniority.

(d) The maximum number of furlough days during a fiscal year shall not exceed thirteen (13) days per employee. Provided, however, this subdivision (d) will not apply during such time as County has implemented a nine-hour day, four-day workweek ("4-9s workweek") for the employee. A 4-9s workweek shall provide that the employee have three (3) consecutive days off.

(e) An employee shall not be furloughed more than one (1) day in any pay period.

(f) Furlough time shall be in full day increments for full time employees and prorated for part time employees.

(g) An employee is to be notified in writing by the Department Head at least ten (10) days prior to the assigned furlough day or days.

(h) Whenever possible, considering needs of the department, the Department Head will give consideration to an employee's choice in selecting the furlough day or days.

(i) The Department Head shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.

(j) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

7.05 PER-DIEM

The County will make a per diem reimbursement for County business travel which will be updated annually by October 1st with the IRS rates.

8.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the service performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of Plumas County. The Union agrees that during the term of this agreement, under no circumstances will the Union recommend, encourage or cause its members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (herein collectively called job action) in any office or department of the County of Plumas, nor to

curtail, restrict or interfere any work or operation of the County.

In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to the job action, until the job action has ceased. In the event of any job action, by any unit member during the terms of this Memorandum of Understanding, the Union, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Union promptly and in good faith performs the obligations of this section, and providing that the Union has not otherwise authorized, permitted or encouraged any job action the Union shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms, and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargaining with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Union and adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions, or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 TERM

The term of this Memorandum of Understanding shall become effective from January 1, 2024, through June 30, 2025.

SIGNATURES

UNION

Shannon Starr
OE3 Business Agent

Date

Tim Neep – OE3 Director of Public Employees

Date

Joseph Buckley
Employee Representative, Public Works Bargaining Unit

12-13-23
Date

Mark Crews
Employee Representative, Public Works Bargaining Unit

12-13-23
Date

Jared Morris
Employee Representative, Public Works Bargaining Unit

Date

Dan Wiley
Employee Representative, Public Works Bargaining Unit

Date

SIGNATURES

COUNTY OF PLUMAS

Jack Hughes Chief Negotiator	Date
Debra Lucero Chief Administrator – Plumas County	Date

Appendix A

Public Works Unit Job Classifications

Associate Engineers
Assistant Engineer
Engineer Aide
Equipment Services Worker
Engineering Technician 1
Engineering Technician II
Fiscal and Technical Services Assistant I
Fiscal and Technical Services Assistant II
Fiscal and Technical Services Assistant III
Management Analyst I
Management Analyst II
Lead Power Equipment Mechanic
Mechanic / Shop Technician
Power Equipment Mechanic I
Power Equipment Mechanic II
Principle Transportation Planner
Public Works Maintenance Lead Worker
Public Works Maintenance Worker I
Public Works Maintenance Worker II
Public Works Maintenance Worker III
Public Works Senior Environmental Planner
Senior Planner (Environmental)
Senior Engineering Technician
Solid Waste Program Manager
Welder

MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

International Union of Operating Engineers, Local 3

Public Works Mid-Management & Supervisor Unit

January 1, 2024 – June 30, 2025

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PUBLIC WORKS UNIT

MEMORANDUM OF UNDERSTANDING

Pursuant to the provisions of the Meyers-Milias-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the County of Plumas, hereinafter called "County", the following Memorandum of Understanding, hereinafter called "MOU", is established for those classifications in the Public Works Unit, represented by International Union of Operating Engineers, Local 3, hereinafter called "Union".

This Memorandum of Understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Public Works Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Union and adopted by the Plumas County Board of Supervisors.

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

The County recognizes the Operating Engineers Union Local 3 as the exclusive representative for employees designated to Public Works Unit of County employees pursuant to Section 3510b of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of County positions designated to the Public Works Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all of its rights, powers and authority that it exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. The County's management rights include, but are not limited to, the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the size of the work force and determine the number of employees needed;
6. To hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;

8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts; to furlough employees for limited duration;
10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions and determine the content and title of such classifications;
13. To determine the methods, processes, means, and places of providing services;
14. To take whatever action necessary to prepare for and operate in an emergency, including with respect to issues within the scope of the Union's representation as provided by the Meyer-Milias-Brown Act; and
15. To contract for services.

1.03 UNION SECURITY

The Union may post within the employee rest area a written notice, which sets forth the classifications included within the representation unit referred to in this Memorandum of Understanding and the name and address of recognized organization. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

1.04 IMPLEMENTATION

An employee hired by the County subject to this Memorandum of Understanding may join the Union pursuant to the process provided by State law.

The Employee's earnings must be sufficient to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.

1.05 PAYROLL DEDUCTIONS

The Union shall be provided payroll deduction for membership dues. The Union shall provide the Human Resources Department with a written authorization on a form approved by the County, signed by the employee in the unit authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Union in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Union shall immediately notify the Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Union, the employees or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Union agrees to

indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

Operating Engineers Local Union No. 3 will maintain records of employees authorizations for dues deductions. Operating Engineers Local Union No. 3 will provide Plumas County with information regarding the amount of dues deductions and certify the list of Operating Engineers Local Union No. 3 employees who have authorized dues deductions. Plumas County will rely on the information provided by Operating Engineers Local Union No. 3 members and remit such dues for fees to Operating Engineers Local Union No. 3. Operating Engineers Local Union No. 3 will immediately notify Plumas County of any changes in the Members' dues deduction authorizations. Plumas County will direct all inquiries from employees about the Operating Engineers Local Union No. 3 membership or dues deductions to Operating Engineers Local Union No. 3.

1.06 USE OF COUNTY FACILITIES

With approval of the County, the Union may use certain County facilities, resources and supplies for non-political purposes as long as the County is reimbursed for the cost of any supplies or materials provided to the Union and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Union agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received and to pay for the costs of any damages that it causes to a County facility.

1.07 BULLETIN BOARDS

The Union shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin boards. Union material on bulletin boards is to be maintained by the Union in an orderly manner and current.

All material posted shall 1) not be obscene, 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or his/her designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

1.08 ACCESS TO EMPLOYEES

With prior notice to the County, the Union or its official representative(s) may have access to County employees during off duty time in the non-work areas of County facilities for the purpose of Union business.

AB 119 – New Employee Orientation

County of Plumas will allow Operating Engineers Local No. 3 Union (OE3) access to new employees at New Employee Orientations up to one (1) hour. A designated employee representative of OE3 shall be allowed access to new employee orientation if the OE3 Business Representative is not able to attend, upon prior notification to their respective department head(s). Reasonable release time (two (2) hours) will be granted to the OE3 designated employee representative to attend this orientation.

1.09 SALARY RANGE ADUSTMENTS AND PERSONNEL RULE CHANGES

The County will give written notice to the Union prior to any salary range adjustment to any job classification in the bargaining unit. The County will give advanced notice to the Union of any proposed changes to the Personnel Rules, which affect employees' wages, working hours, terms of employment, and/or working conditions.

The County will offer to meet and confer on impact of any such proposals or change upon notification from the Union.

1.10 UNIT REPRESENTATIVES

The Union shall be allowed to designate up to four (4) employee members to serve as representatives in the "meet and confer", collective bargaining and negotiations process with the County. The Union shall provide the County, in writing, prior to the beginning of the meet and confer process, collective bargaining and negotiations the name, classification and department of each representative.

Designated employee representatives shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer", collective bargaining and negotiations process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Union exercising this right.

1.11 LABOR MANAGEMENT RELATIONS COMMITTEE

Union stewards identified in writing by Operating Engineers shall be released up to three hours every three months to meet in a labor management committee with County management to discuss how to improve problem solving and County-Union Labor Management Relations. The Committee may make recommendations to the County.

1.12 INDIVIDUAL RIGHTS

Neither the County nor the Union shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.13 PROBATIONARY APPOINTMENT

(a) New employees shall be hired on a probationary basis from an eligible list to a vacancy that the Board of Supervisors authorizes to be filled, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a for cause appointment after the new employee successfully completes a probationary period. The initial probationary period for new employees is twelve (12) months of continuous and compensated service measured from the date of hire, also known as the anniversary date, as provided in Section 1.14. A probationary employee is employed on an at-will basis and may be terminated without cause.

(b) The probationary period for a for cause employee promoted to a higher level classification shall be six (6) months of continuous and compensated service measured from the date of promotion, which becomes the employee's new anniversary date as provided in Section 1.14.

(c) A cause employee who is promoted, shall have the right to return to the employee's job classification prior to promotion if the employee fails the probationary period for the promotion.

(d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.14 ANNIVERSARY DATE

The date of appointment to a particular classified position.

1.15 APPOINTMENT

The filling of a position in the County service by means of an appointing authority's offer of employment and acceptance of that offer by an applicant.

2.00 COMPENSATION

2.01 WAGE

Wages for all represented classifications shall be increased during the term of this Agreement as follows:

10.0% effective the first full pay period in January 2024.

2.0% effective the first full pay period in July 2024.

2.02 MERIT INCREASE

Advancement through Steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next higher step. However, an employee who is promoted shall be eligible for one (1) advancement to the next higher step after six (6) months of continuous and compensated service measured from the date of the promotional appointment. In such an event the effective date of the merit advancement shall become the employee's new anniversary date as provided in Section 1.14.

Satisfactory performance is demonstrated by an appointing authority's completion of County's Personnel Action Form, based on performance evaluations conducted at least thirty (30) days prior to the employee's merit anniversary date.

The County shall maintain a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety (90) days and, if the performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation the employee shall not be eligible for a merit increase until the next anniversary date.

2.03 LONGEVITY ADVANCEMENT

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Unit employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times the number of hours worked in excess of their normal workday or workweek.

A vacation day, paid holiday, or sick leave used, shall be counted in a regular workday or workweek for purposes of computing overtime.

3.02 COMPENSATORY TIME OFF

Compensatory Time Off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below:

(a) In lieu of overtime pay, an employee may request and accrue compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.

(b) FLSA non-exempt employees shall accrue one and one-half (1.5) hours of compensatory time off for each hour worked in excess of their normal workday or workweek.

(c) Each employee and employee's department head shall keep records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.

(d) The compensatory time-off accrual cap is one hundred and twenty (120) hours. An employee may not request, and the County may not authorize CTO accrual above the cap for any employee.

(e) Compensatory time off shall be accrued and used as authorized by the department head as provided by applicable law.

(f) Employees transferring to another County department have the option of fully cashing out their CTO Bank at the time they transfer to the new department

(g) At the end of employment, the County will pay the employee the value of accrued compensatory time off. This shall be based upon the employee's hourly wage at the date of termination.

3.03 ON-CALL PAY

On-call duty assigned by the department head shall be compensated as follows:

(a) Employees who are required to be on-call outside of normal working hours shall be eligible for on-call pay.

(b) On-call employees will be expected to respond to service call within 30 minutes.

(c) Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week day of on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or observed Holiday of on-call status.

(d) Employees responding to a service call outside of normal duty hours shall be compensated at time and one half (1 ½) their normal pay rate. Compensation may be either in pay or CTO upon between the department head and the employee. This section shall apply to both overtime "exempt" and "non-exempt" employees.

(e) Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence and any telephone call in excess of fifteen (15) minutes.

3.04 CALL-BACK PAY

An employee required to report for work on a non-work day or outside of the employee's regular hours on a workday once the employee has left the work site, shall receive callback pay. The minimum hours for each callback shall be two (2) overtime hours of compensation or the actual hours worked whichever results in the greater overtime hours. Callback time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered callback, but any telephone time may be overtime subject to the overtime provisions of this Memorandum of Understanding.

Employees responding to a callback assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.05 CALL-BACK AND STANDBY DUTY: ROAD DEPARTMENT

A workday shall consist of twenty-four (24) hours starting at midnight and ending at midnight. The regular workday hours shall be from 8 a.m. to 4:30 p.m., and the regular workweek shall be Monday through Friday.

An employee's regular workday or regular workweek may be rescheduled to any other period by giving the employee at least eight (8) hours' lead notice. The employee's regular workday may also be rescheduled if the employee is given less than eight (8) hours' notice, but that portion of the first rescheduled shift occurring before 8 a.m. shall be paid at the callback rate.

The work week shall be the seven (7) day period commencing Monday morning at 12:01 a.m., and the permanent employee shall be entitled to a minimum of forty (40) hours of regular time pay during each week.

(a). Call-Backs: When an employee is ordered back to work and the required emergency work is to be commenced within eight (8) hours of the order, the employee shall be paid at one and one-half (1-1/2) times his/her normal rate of pay for a minimum of two (2) hours while on call-back. If the employee has put in less than eight (8) consecutive hours immediately prior to 8 a.m., he/she shall receive his/her regular rate of pay for any hours worked after 8 a.m. during the regular workday. If he/she has worked in excess of eight (8) hours while on call-back and is required to

continue working, he/she shall receive one and one-half (1-1/2) times his/her normal rate of pay until he/she is finished with the work or is relieved by another employee.

(b). Standby Duty: Standby duty shall be performed by an employee during any non-regular working hours as required and ordered by the foreman or lead person. The employee so ordered to standby duty shall be paid according to the following schedule:

1. For the fifteen and one-half hours (15 ½) immediately following any regular workday, except Friday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remaining ten and one-half (10 ½) hours of standby duty.

2. When on standby duty during the same period for less than one half (1/2) of the above mentioned fifteen and one-half hours (15 ½), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first three (3) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.

3. For the thirty-one and one-half (31 ½) hours between 4:30 p.m. Friday and midnight Saturday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-four and one-half (24 ½) hours of standby duty.

4. For the thirty-two (32) hours between midnight Saturday and 8 a.m. Monday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-five (25) hours of standby duty.

5. When on standby duty during the same period for less than one half (1/2) of either of the above-mentioned hours (31-1/2 and 32), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.

6. One (1) employee may perform the standby duty for a full weekend.

3.06 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty-five cents ($.35) per hour shift differential pay.

3.07 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of thirty-five dollars ($35.00) per month shall be provided. Bilingual pay differential shall cease when the position is determined by the Human Resource Director to no longer require bilingual skills.

3.08 FLEX TIME

At the department head's discretion, departmental employees may be authorized to work a flexibly scheduled workday using a core (mandatory) time between 10 a.m. and 3 p.m. per day with remaining work hours scheduled outside the core time.

3.09 FOUR DAY WORK WEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four-ten (4/10) hour days. The department shall provide ten (10) days' notice before beginning "four ten" workweek schedule, unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten hours instead of eight (8) hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than ten (10) working days' notice.

3.10 4-10'S SHIFT

For the purpose of road crew-Public Works employees working the four-ten's (4-10's) shift during the summer months, workdays shall be changed to hours so that vacation and holiday accrual will be on an hourly basis rather than on a daily basis and, therefore, there shall be no problem of interpretation of "a working day."

3.11 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen (15) minute duty free rest period during each four (4) hours or one half (1/2) of the regular eight (8) or ten (10) hour work day, whichever is greater.

3.12 WORK SCHEDULE

All full-time employees shall enjoy a regular work schedule that includes two (2) consecutive days off. Exceptions shall be on a limited basis and based upon workplace necessity.

(a) When a County-recognized paid holiday occurs during a regular scheduled shift, employees working the night shift will not be subject to a split-shift in the event that the shift hours cannot be changed so that the shift is completed prior to twelve o'clock midnight. These employees shall finish their regular shift at straight time and will begin their holiday at the end of that shift.

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

Employees are eligible to receive medical insurance through the Operating Engineers Local #3 plan. Plan B is used as the benchmark for the Affordable Care Act low wage earners calculation.

The County contributes 85% of the dollar amount for OE3 medical insurance, vision, dental and life benefits. The employee shall pay 100% of the cost of the combined premiums above the County contribution for the employee's benefit level.

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

Employees who can show proof of other Affordable Health Care Act compliant health insurance and request opting out of the Operating Engineers health plan shall receive $150.00 (one hundred and fifty dollars) per pay period for 24 (twenty-four) pay periods per year, for a maximum benefit of $3,600.00 (thirty-six hundred dollars) per year. Employees are required to submit proof of Affordable Health Care Act compliant health insurance on an annual basis and are required to notify the County within 14 (fourteen) days of their outside health insurance being discontinued.

Retiree Employee Health Plan

An employee who retires from Plumas County, who is covered under a Union health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the Union's health premium contribution for an active employee, or fifty percent (50%) after twenty-five (5) years of continuous service, until the employee reaches age sixty-five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below. Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option

Years of Continuous Service	Percent of Sick Leave Value
0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic twenty-five per cent (25%) or fifty per cent (50%) of the County-paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of one hundred per cent (100%) premium for themselves or surviving spouse.

4.02 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (PERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the PERS 2.0% at age 62 benefit plan and new safety members receive the PERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.

Classic miscellaneous members shall pay the 7.0% employee pension contribution. Classic safety members shall pay the 9.0% employee pension contribution. New members shall pay 50% of the normal cost as their pension contribution as required by PEPRA. Employees pay these amounts on a pre-tax basis to the extent allowed by law.

The County has amended its contract covering classic miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2.0% @ 55 retirement formula with PERS.

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall be integrated with County sick leave to prevent compensation duplication during leave and to allow an employee to receive up to full pay by the combination of benefits. Employees shall work with the Human Resources Department to coordinate these benefits. An employee who receives more than one hundred percent (100%) of

their wages while receiving SDI and sick leave will pay the amount in-excess of one hundred percent (100%) of their wages to the County.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part-time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or for cause. Sick leave shall be granted subject to the following terms:

(a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.

(b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.

(c) An employee hired or rehired on or after July 1, 2010, shall have a maximum sick leave accrual of 500 hours.

5.02 SICK LEAVE PAYOFF

The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows:

10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.

15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.

5.03 FAMILY INJURIES AND ILLNESSES

In the event of injury or illness in the employee's family, permanent or probationary employee shall be allowed up to ten (10) days of leave per year measured from the anniversary date, which shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

An employee who seeks to be absent from work for reasons that are not addressed by an applicable Federal and/or State leave law must request an unpaid leave of absence in accordance with the following:

(a) Unpaid leaves of absence lasting fourteen (14) calendar days or less must be approved in advance in writing by the Department Head. Unpaid leaves of absence greater than fourteen (14) calendar days must be approved in advance in writing by the County Administrator and the Department Head.

(b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's Department Head.

(c) The County will not contribute to the health insurance premium. During the unpaid leave of absence, the employee will pay the full premium to the group health insurance plan. The payment schedule shall be determined by the County's Human Resources Department

(d) The County reserves the right to deny an unpaid leave of absence and to deny the extension of such a leave.

(e) An employee granted an unpaid leave of absence will be expected to return to his/her normal assigned duties upon the expiration of the leave unless a legal process requires a different result. An employee on an unpaid leave of absence is subject to layoff to the same extent as when at work in regular service.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the

County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

5.07 FAMILY DEATHS

When a for cause or probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

(a) The appointing authority was notified on the first day of such absence.

(b) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild, and those family relationships recognized by law such as in-law, half, step, adopted and foster family members.

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and for cause employees. Vacation shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

(a) Accrual shall be computed from the date of hire:

1. During the first (1st) through second (2^{nd}) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.

2. During the third (3rd) through seventh (7th) year of compensated continuous service, an employee shall accrue fifteen (15) days of vacation.

3. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.

4. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.

(b) The balance of accrued unused vacation leave for any employee shall be limited to the number of days equal to twice (2x) the current year's rate of accrual. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.

(c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employees vacation accrual balance at or below the maximum allowed accrual.

(d) Reasons to extend a vacation accrual limit may include but not be limited to the following.

1. The employee was required to work as a result of an operational need or an emergency.

2. The employee was assigned to work of a priority or critical nature an extended period of time.

3. The employee was absent on full salary for compensable injury pursuant to Section 5.06 of this Agreement.

4. The employee was on jury duty.

5. The employee was prevented by the department head or designee from utilizing accrued vacation.

(e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation will exceed the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

(f) The Department Head will define a thirty (30) day window period each calendar year at which time employees may bid for their first choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation

period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

(g) Each department head or designee will make every effort to act on vacation requests in a timely manner.

(h) Vacations will be canceled only when operational needs require it.

(i) Upon death, retirement, layoff, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued vacation leave. The value of the accrued vacation leave shall be based upon the employee's hourly wage at the end of employment.

Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or Compensatory Time Off to make a full day.

January 1, New Year's Day
The third Monday in January, Dr. Martin Luther King, Jr. Day
February 12, Lincoln's birthday;
The third Monday in February, Presidents' Day;
The last Monday in May, legal observance of Memorial Day;
June 19, June Juneteenth
July 4, Independence Day;
The first Monday in September, Labor Day;
The second Monday in October, Columbus Day;
November 11, Veterans' Day
The day in November that is the legal observance of Thanksgiving.
The day in November following Thanksgiving;
December 24, Christmas Eve
December 25, Christmas Day; and
Three (3) floating holidays to be approved in advance by the Department Head.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday.

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

Safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code Section 4850.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

(a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or

(b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or

(c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

(a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.

(b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall

receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Union may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7)

working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two 2 may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Union Representative (or the employee if not represented by the Union, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law Judge shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation.

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

7.00 MISCELLANEOUS

7.01 TOOL ALLOWANCE

In July of each year, classifications currently receiving a tool allowance shall receive seven hundred fifty dollars ($750) per year. Expanded eligibility for tool allowance beyond the current

classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

7.02 CLOTHING

(a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner or be subject to disciplinary action.

(b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.

(c) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanics I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency, and service provider to be determined by the Public Works Director.

(d) Each July 1, the County shall provide a Safety-Clothing/Boot Allowance of Six Hundred Dollars ($600.00) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments.

Provided, however, that the July Safety-Clothing/Boot Allowance paid to an employee who has worked less than a full year preceding the payment date, shall be reduced on a prorated basis on the portion of the preceding year actually worked. Provided further, that if an employee separates from the County employment with less than one full year of employment with the County in an eligible classification, a prorated than one full year of employment with the County in an eligible classification, a prorated portion of any Safety-Clothing/Boot Allowance paid to that employee shall be reimbursed to the County from the employee's final paycheck in an amount equal to that part of the year not actually worked.

7.03 PROGRAM FOR BONUSES FOR COST-SAVING IDEAS

During the term of this agreement, the County shall implement a program to reward employees with bonuses for ideas which prove to be cost saving ideas for the County. Implementation shall be done in a manner acceptable to the County. The County shall not be obligated to fund the program with more than five hundred dollars ($500) per fiscal year unless a higher level of funding or a percentage formula is adopted by mutual written assent.

7.04 FURLOUGH RULE

The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

(a) A furlough may be ordered only to compensate for a budget issue.

(b) The Department Head may furlough an employee or group of employees upon approval of the County Administrator.

(c) An employee furloughed by the Department Head shall be non-compensated during a furlough period but shall not suffer a reduction in non-salary related benefits of seniority.

(d) The maximum number of furlough days during a fiscal year shall not exceed thirteen (13) days per employee. Provided, however, this subdivision (d) will not apply during such time as County has implemented a nine-hour day, four-day workweek ("4-9s workweek") for the employee. A 4-9s workweek shall provide that the employee have three (3) consecutive days off.

(e) An employee shall not be furloughed more than one (1) day in any pay period.

(f) Furlough time shall be in full day increments for full time employees and prorated for part time employees.

(g) An employee is to be notified in writing by the Department Head at least ten (10) days prior to the assigned furlough day or days.

(h) Whenever possible, considering needs of the department, the Department Head will give consideration to an employee's choice in selecting the furlough day or days.

(i) The Department Head shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.

(j) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

7.05 PER DIEM

The County will make a per diem reimbursement for County business travel which will be updated annually by October 1st with the IRS rates.

8.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the service performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of Plumas County. The Union agrees that during the term of this agreement, under no circumstances will the Union recommend, encourage or cause its members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (herein collectively called job action) in any office or department of the County of Plumas, nor to

curtail, restrict or interfere any work or operation of the County.
In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to the job action, until the job action has ceased. In the event of any job action, by any unit member during the terms of this Memorandum of Understanding, the Union, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Union promptly and in good faith performs the obligations of this section, and providing that the Union has not otherwise authorized, permitted or encouraged any job action the Union shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms, and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargaining with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Union and adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions, or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 TERM

The term of this Memorandum of Understanding shall become effective from January 1, 2024 through June 30, 2025.

SIGNATURES

UNION

Shannon Starr
OE3 Business Agent

Date

Time Neep-Director of Public Health Employees

Date

Robert Thorman
Employee Representative, Public Works Mid-Management & Supervisors Bargaining Unit

12/13/23
Date

SIGNATURES

COUNTY OF PLUMAS

Jack Hughes
Chief Negotiator

Date

Debra Lucero
Chief Administrator – Plumas County

Date

Appendix A

Public Works Mid-Management & Supervisor Unit Job Classifications

Assistant Director of Public Works
Deputy Director of Public Works
Equipment Maintenance Supervisor
Public Works Administrative Services Officer
Public Works Fiscal Officer/Administrative Services Manager
Public Works Maintenance Supervisor

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**December 19, 2023**
SUBJECT:	**Adopt RESOLUTION ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Public Works Unit Mid-Management & Supervisor Unit; (General Fund Impact) discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Public Works Unit Mid-Management & Supervisor Unit; (General Fund Impact) discussion and possible action. **Roll call vote**

Background and Discussion:

The following are highlights that apply to the MOU between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Public Works Unit:
1) Term (Section 9.04): Eighteen months (January 1, 2024 to June 30, 2025).
2) Wage (Section 2.01): Increase base wages for all represented classifications in the Public Works Unit as follows:

10.0% effective the first full pay period in January, 2024
2.0% effective the first full pay period in July, 2024

Section 2.01 of the MOU would read as follows:"Wages for all represented classifications shall be increased during the term of this Agreement as follows:

10.0% effective the first full pay period in January, 2024
2.0% effective the first full pay period in July, 2024

All current language in Section 2.01 would be removed.

3) Longevity Pay (Section 2.03): The County agrees to add longevity pay steps after twenty-four and twenty-seven years of County employment. Section 2.03 of the MOU would read as follows:

"An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of full-time continuous and compensated service, or the equivalent, measured form the date of hire."

4) Health Insurance (Section 4.01): Maintain the 85% / 15% health insurance premium split as now exists in all County bargaining units and increase monthly opt-out from $200.00 to $300.00. Section 4.01a of the MOU would read as follows:

"Employees are eligible to receive medical insurance through the Operating Engineers Local #3 plan. Plan B used as the benchmark for the Affordable Care Act low-wage earners calculation.

The County contributes 85% of the dollar amount for OE3 medical insurance, vision, dental and life benefits. The employee shall pay 100% of the cost of the combined premiums above the County contribution for the employee's benefit level.

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

Section 4.01b of the MOU would read as follows:

"Employees who can show proof of other Affordable Health Care Act compliant health insurance and request opting out of the Operating Engineers health plan shall receive $150.00 (one hundred and fifty dollars) per pay period for 24 (twenty-four) pay periods per year, for a maximum benefit of $3,600 (thirty-six hundred dollars) per year. Employees are required to submit proof of Affordable Health Care Act compliant health insurance on an annual basis and are required to notify the County within 14 (fourteen) days of their outside health insurance being discontinued."

Clothing (Section 7.02d): The County proposes to increase the annual clothing allowance from $450.000 to $600.00 effective July 1, 2024. Section 7.02(d) of the MOU in relevant part would read as follows:

"Each July 1, the County shall provide a Safety-Clothing/Boot Allowance of Six Hundred Dollars ($600.00) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments."

The balance of Section 7.02(d) would remain unchanged.

6) Per Diem (Union Proposal 2 - Section 7.05): The County will add a per diem reimbursement provision addressing County business travel which will be adjusted based on current IRS rates.

Action:

Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Public Works Unit Mid-Management & Supervisor Unit; (General Fund Impact) discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund Impact.

Attachments:

1. MOU Inter UOC Local 3, PWMMSU
2. RESOLUTION TO RATIFY Public Works Mid-Management Unit 2023

MEMORANDUM OF UNDERSTANDING

Between

County of Plumas

and

International Union of Operating Engineers, Local 3

Public Works Mid-Management & Supervisor Unit

January 1, 2024 – June 30, 2025

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PUBLIC WORKS UNIT

MEMORANDUM OF UNDERSTANDING

Pursuant to the provisions of the Meyers-Milias-Brown Act Section 3500 et seq. of the Government Code of the State of California and the Rules and Regulations of the County of Plumas, hereinafter called "County", the following Memorandum of Understanding, hereinafter called "MOU", is established for those classifications in the Public Works Unit, represented by International Union of Operating Engineers, Local 3, hereinafter called "Union".

This Memorandum of Understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Public Works Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Union and adopted by the Plumas County Board of Supervisors.

1.00 GENERAL CONDITIONS

1.01 RECOGNITION

The County recognizes the Operating Engineers Union Local 3 as the exclusive representative for employees designated to Public Works Unit of County employees pursuant to Section 3510b of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of County positions designated to the Public Works Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all of its rights, powers and authority that it exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. The County's management rights include, but are not limited to, the following:

1. To manage and direct its business and personnel;
2. To manage, control, and determine the mission of its departments, building facilities, and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To direct the work force;
5. To increase or decrease the size of the work force and determine the number of employees needed;
6. To hire, transfer, promote, layoff, and maintain the discipline and efficiency of its employees;
7. To establish work standards, schedules of operation and reasonable work load;

8. To specify or assign work requirements and require overtime;
9. To schedule work, working hours and shifts; to furlough employees for limited duration;
10. To adopt rules of conduct;
11. To determine the type and scope of work to be performed by County employees and the services to be provided;
12. To classify positions and determine the content and title of such classifications;
13. To determine the methods, processes, means, and places of providing services;
14. To take whatever action necessary to prepare for and operate in an emergency, including with respect to issues within the scope of the Union's representation as provided by the Meyer-Milias-Brown Act; and
15. To contract for services.

1.03 UNION SECURITY

The Union may post within the employee rest area a written notice, which sets forth the classifications included within the representation unit referred to in this Memorandum of Understanding and the name and address of recognized organization. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable.

1.04 IMPLEMENTATION

An employee hired by the County subject to this Memorandum of Understanding may join the Union pursuant to the process provided by State law.

The Employee's earnings must be sufficient to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.

1.05 PAYROLL DEDUCTIONS

The Union shall be provided payroll deduction for membership dues. The Union shall provide the Human Resources Department with a written authorization on a form approved by the County, signed by the employee in the unit authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Union in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Union shall immediately notify the Human Resources of any changes or cancellations in the authorized deductions. The County shall not be liable to the Union, the employees or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Union agrees to

indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

Operating Engineers Local Union No. 3 will maintain records of employees authorizations for dues deductions. Operating Engineers Local Union No. 3 will provide Plumas County with information regarding the amount of dues deductions and certify the list of Operating Engineers Local Union No. 3 employees who have authorized dues deductions. Plumas County will rely on the information provided by Operating Engineers Local Union No. 3 members and remit such dues for fees to Operating Engineers Local Union No. 3. Operating Engineers Local Union No. 3 will immediately notify Plumas County of any changes in the Members' dues deduction authorizations. Plumas County will direct all inquiries from employees about the Operating Engineers Local Union No. 3 membership or dues deductions to Operating Engineers Local Union No. 3.

1.06 USE OF COUNTY FACILITIES

With approval of the County, the Union may use certain County facilities, resources and supplies for non-political purposes as long as the County is reimbursed for the cost of any supplies or materials provided to the Union and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Union agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received and to pay for the costs of any damages that it causes to a County facility.

1.07 BULLETIN BOARDS

The Union shall be provided reasonable designated space on County bulletin boards which does not interfere with the County's official use of the bulletin boards. Union material on bulletin boards is to be maintained by the Union in an orderly manner and current.

All material posted shall 1) not be obscene, 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or his/her designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

1.08 ACCESS TO EMPLOYEES

With prior notice to the County, the Union or its official representative(s) may have access to County employees during off duty time in the non-work areas of County facilities for the purpose of Union business.

AB 119 – New Employee Orientation

County of Plumas will allow Operating Engineers Local No. 3 Union (OE3) access to new employees at New Employee Orientations up to one (1) hour. A designated employee representative of OE3 shall be allowed access to new employee orientation if the OE3 Business Representative is not able to attend, upon prior notification to their respective department head(s). Reasonable release time (two (2) hours) will be granted to the OE3 designated employee representative to attend this orientation.

1.09 SALARY RANGE ADUSTMENTS AND PERSONNEL RULE CHANGES

The County will give written notice to the Union prior to any salary range adjustment to any job classification in the bargaining unit. The County will give advanced notice to the Union of any proposed changes to the Personnel Rules, which affect employees' wages, working hours, terms of employment, and/or working conditions.

The County will offer to meet and confer on impact of any such proposals or change upon notification from the Union.

1.10 UNIT REPRESENTATIVES

The Union shall be allowed to designate up to four (4) employee members to serve as representatives in the "meet and confer", collective bargaining and negotiations process with the County. The Union shall provide the County, in writing, prior to the beginning of the meet and confer process, collective bargaining and negotiations the name, classification and department of each representative.

Designated employee representatives shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer", collective bargaining and negotiations process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Union exercising this right.

1.11 LABOR MANAGEMENT RELATIONS COMMITTEE

Union stewards identified in writing by Operating Engineers shall be released up to three hours every three months to meet in a labor management committee with County management to discuss how to improve problem solving and County-Union Labor Management Relations. The Committee may make recommendations to the County.

1.12 INDIVIDUAL RIGHTS

Neither the County nor the Union shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the exercise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.13 PROBATIONARY APPOINTMENT

(a) New employees shall be hired on a probationary basis from an eligible list to a vacancy that the Board of Supervisors authorizes to be filled, other than by reemployment, transfer, demotion, or temporary assignment. The probationary appointment shall become a for cause appointment after the new employee successfully completes a probationary period. The initial probationary period for new employees is twelve (12) months of continuous and compensated service measured from the date of hire, also known as the anniversary date, as provided in Section 1.14. A probationary employee is employed on an at-will basis and may be terminated without cause.

(b) The probationary period for a for cause employee promoted to a higher level classification shall be six (6) months of continuous and compensated service measured from the date of promotion, which becomes the employee's new anniversary date as provided in Section 1.14.

(c) A cause employee who is promoted, shall have the right to return to the employee's job classification prior to promotion if the employee fails the probationary period for the promotion.

(d) Temporary employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in that classification counted towards their probationary period.

1.14 ANNIVERSARY DATE

The date of appointment to a particular classified position.

1.15 APPOINTMENT

The filling of a position in the County service by means of an appointing authority's offer of employment and acceptance of that offer by an applicant.

2.00 COMPENSATION

2.01 WAGE

Wages for all represented classifications shall be increased during the term of this Agreement as follows:

10.0% effective the first full pay period in January 2024.

2.0% effective the first full pay period in July 2024.

2.02 MERIT INCREASE

Advancement through Steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve (12) months of full-time compensated and continuous service before advancement to the next higher step. However, an employee who is promoted shall be eligible for one (1) advancement to the next higher step after six (6) months of continuous and compensated service measured from the date of the promotional appointment. In such an event the effective date of the merit advancement shall become the employee's new anniversary date as provided in Section 1.14.

Satisfactory performance is demonstrated by an appointing authority's completion of County's Personnel Action Form, based on performance evaluations conducted at least thirty (30) days prior to the employee's merit anniversary date.

The County shall maintain a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re-evaluated within ninety (90) days and, if the performance is satisfactory, the employee may be advanced to the next step effective the first pay period following the date of the re-evaluation report. If the employee's performance is not satisfactory in the re-evaluation the employee shall not be eligible for a merit increase until the next anniversary date.

2.03 LONGEVITY ADVANCEMENT

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire.

3.00 HOURS OF WORK

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Unit employees, except FLSA-exempt employees, shall be paid one and one-half (1-1/2) times the number of hours worked in excess of their normal workday or workweek.

A vacation day, paid holiday, or sick leave used, shall be counted in a regular workday or workweek for purposes of computing overtime.

3.02 COMPENSATORY TIME OFF

Compensatory Time Off (CTO) shall be permitted in-lieu of overtime pay for overtime work as set forth below:

(a) In lieu of overtime pay, an employee may request and accrue compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.

(b) FLSA non-exempt employees shall accrue one and one-half (1.5) hours of compensatory time off for each hour worked in excess of their normal workday or workweek.

(c) Each employee and employee's department head shall keep records showing all compensatory time off accrued and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.

(d) The compensatory time-off accrual cap is one hundred and twenty (120) hours. An employee may not request, and the County may not authorize CTO accrual above the cap for any employee.

(e) Compensatory time off shall be accrued and used as authorized by the department head as provided by applicable law.

(f) Employees transferring to another County department have the option of fully cashing out their CTO Bank at the time they transfer to the new department

(g) At the end of employment, the County will pay the employee the value of accrued compensatory time off. This shall be based upon the employee's hourly wage at the date of termination.

3.03 ON-CALL PAY

On-call duty assigned by the department head shall be compensated as follows:

(a) Employees who are required to be on-call outside of normal working hours shall be eligible for on-call pay.

(b) On-call employees will be expected to respond to service call within 30 minutes.

(c) Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week day of on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or observed Holiday of on-call status.

(d) Employees responding to a service call outside of normal duty hours shall be compensated at time and one half (1 ½) their normal pay rate. Compensation may be either in pay or CTO upon between the department head and the employee. This section shall apply to both overtime "exempt" and "non-exempt" employees.

(e) Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence and any telephone call in excess of fifteen (15) minutes.

3.04 CALL-BACK PAY

An employee required to report for work on a non-work day or outside of the employee's regular hours on a workday once the employee has left the work site, shall receive callback pay. The minimum hours for each callback shall be two (2) overtime hours of compensation or the actual hours worked whichever results in the greater overtime hours. Callback time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered callback, but any telephone time may be overtime subject to the overtime provisions of this Memorandum of Understanding.

Employees responding to a callback assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.05 CALL-BACK AND STANDBY DUTY: ROAD DEPARTMENT

A workday shall consist of twenty-four (24) hours starting at midnight and ending at midnight. The regular workday hours shall be from 8 a.m. to 4:30 p.m., and the regular workweek shall be Monday through Friday.

An employee's regular workday or regular workweek may be rescheduled to any other period by giving the employee at least eight (8) hours' lead notice. The employee's regular workday may also be rescheduled if the employee is given less than eight (8) hours' notice, but that portion of the first rescheduled shift occurring before 8 a.m. shall be paid at the callback rate.

The work week shall be the seven (7) day period commencing Monday morning at 12:01 a.m., and the permanent employee shall be entitled to a minimum of forty (40) hours of regular time pay during each week.

(a). Call-Backs: When an employee is ordered back to work and the required emergency work is to be commenced within eight (8) hours of the order, the employee shall be paid at one and one-half (1-1/2) times his/her normal rate of pay for a minimum of two (2) hours while on call-back. If the employee has put in less than eight (8) consecutive hours immediately prior to 8 a.m., he/she shall receive his/her regular rate of pay for any hours worked after 8 a.m. during the regular workday. If he/she has worked in excess of eight (8) hours while on call-back and is required to

continue working, he/she shall receive one and one-half (1-1/2) times his/her normal rate of pay until he/she is finished with the work or is relieved by another employee.

(b). Standby Duty: Standby duty shall be performed by an employee during any non-regular working hours as required and ordered by the foreman or lead person. The employee so ordered to standby duty shall be paid according to the following schedule:

1. For the fifteen and one-half hours (15 ½) immediately following any regular workday, except Friday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remaining ten and one-half (10 ½) hours of standby duty.

2. When on standby duty during the same period for less than one half (1/2) of the above mentioned fifteen and one-half hours (15 ½), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first three (3) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.

3. For the thirty-one and one-half (31 ½) hours between 4:30 p.m. Friday and midnight Saturday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-four and one-half (24 ½) hours of standby duty.

4. For the thirty-two (32) hours between midnight Saturday and 8 a.m. Monday, the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first seven (7) hours of standby duty, and no additional compensation shall be allowed for the remaining twenty-five (25) hours of standby duty.

5. When on standby duty during the same period for less than one half (1/2) of either of the above-mentioned hours (31-1/2 and 32), the employee shall receive one and one-half (1-1/2) times his/her regular rate of pay for the first five (5) hours of standby duty, and no additional compensation shall be allowed for the remainder of the standby shift.

6. One (1) employee may perform the standby duty for a full weekend.

3.06 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty-five cents ($.35) per hour shift differential pay.

3.07 BILINGUAL PAY DIFFERENTIAL

Employees identified by the Director of Human Resources that have been assigned duties involving regular use of bilingual skills, a stipend of thirty-five dollars ($35.00) per month shall be provided. Bilingual pay differential shall cease when the position is determined by the Human Resource Director to no longer require bilingual skills.

3.08 FLEX TIME

At the department head's discretion, departmental employees may be authorized to work a flexibly scheduled workday using a core (mandatory) time between 10 a.m. and 3 p.m. per day with remaining work hours scheduled outside the core time.

3.09 FOUR DAY WORK WEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four-ten (4/10) hour days. The department shall provide ten (10) days' notice before beginning "four ten" workweek schedule, unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten hours instead of eight (8) hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four ten" workweek shall be terminated with no less than ten (10) working days' notice.

3.10 4-10'S SHIFT

For the purpose of road crew-Public Works employees working the four-ten's (4-10's) shift during the summer months, workdays shall be changed to hours so that vacation and holiday accrual will be on an hourly basis rather than on a daily basis and, therefore, there shall be no problem of interpretation of "a working day."

3.11 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen (15) minute duty free rest period during each four (4) hours or one half (1/2) of the regular eight (8) or ten (10) hour work day, whichever is greater.

3.12 WORK SCHEDULE

All full-time employees shall enjoy a regular work schedule that includes two (2) consecutive days off. Exceptions shall be on a limited basis and based upon workplace necessity.

(a) When a County-recognized paid holiday occurs during a regular scheduled shift, employees working the night shift will not be subject to a split-shift in the event that the shift hours cannot be changed so that the shift is completed prior to twelve o'clock midnight. These employees shall finish their regular shift at straight time and will begin their holiday at the end of that shift.

4.00 BENEFITS

4.01 HEALTH INSURANCE

Active Employee Health Plan

Employees are eligible to receive medical insurance through the Operating Engineers Local #3 plan. Plan B is used as the benchmark for the Affordable Care Act low wage earners calculation.

The County contributes 85% of the dollar amount for OE3 medical insurance, vision, dental and life benefits. The employee shall pay 100% of the cost of the combined premiums above the County contribution for the employee's benefit level.

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

Employees who can show proof of other Affordable Health Care Act compliant health insurance and request opting out of the Operating Engineers health plan shall receive $150.00 (one hundred and fifty dollars) per pay period for 24 (twenty-four) pay periods per year, for a maximum benefit of $3,600.00 (thirty-six hundred dollars) per year. Employees are required to submit proof of Affordable Health Care Act compliant health insurance on an annual basis and are required to notify the County within 14 (fourteen) days of their outside health insurance being discontinued.

Retiree Employee Health Plan

An employee who retires from Plumas County, who is covered under a Union health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees retiring in good standing under the above stated conditions, who have fifteen (15) years of continuous service with Plumas County, the County shall contribute an amount equal to twenty five percent (25%) of the Union's health premium contribution for an active employee, or fifty percent (50%) after twenty-five (5) years of continuous service, until the employee reaches age sixty-five (65).

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below. Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option

Years of Continuous Service	Percent of Sick Leave Value
0 - 5	25%
5 - 10	50%
10 - 15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic twenty-five per cent (25%) or fifty per cent (50%) of the County-paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of one hundred per cent (100%) premium for themselves or surviving spouse.

4.02 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (PERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the PERS 2.0% at age 62 benefit plan and new safety members receive the PERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.

Classic miscellaneous members shall pay the 7.0% employee pension contribution. Classic safety members shall pay the 9.0% employee pension contribution. New members shall pay 50% of the normal cost as their pension contribution as required by PEPRA. Employees pay these amounts on a pre-tax basis to the extent allowed by law.

The County has amended its contract covering classic miscellaneous employees of the County to allow for the highest single year as the basis for application of the 2.0% @ 55 retirement formula with PERS.

4.03 STATE DISABILITY INSURANCE

The State Disability Insurance (SDI) plan shall be integrated with County sick leave to prevent compensation duplication during leave and to allow an employee to receive up to full pay by the combination of benefits. Employees shall work with the Human Resources Department to coordinate these benefits. An employee who receives more than one hundred percent (100%) of

their wages while receiving SDI and sick leave will pay the amount in-excess of one hundred percent (100%) of their wages to the County.

4.04 BENEFIT PRORATION

Regular employees regularly assigned less than forty (40) hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided, however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) require a minimum work schedule to participate, the part-time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to insure uniform application of this section.

5.00 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or for cause. Sick leave shall be granted subject to the following terms:

(a) An employee shall accrue sick leave at the rate of one and one quarter (1-1/4) working days per month.

(b) An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.

(c) An employee hired or rehired on or after July 1, 2010, shall have a maximum sick leave accrual of 500 hours.

5.02 SICK LEAVE PAYOFF

The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows:

10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.

15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.

5.03 FAMILY INJURIES AND ILLNESSES

In the event of injury or illness in the employee's family, permanent or probationary employee shall be allowed up to ten (10) days of leave per year measured from the anniversary date, which shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.04 FAMILY MEDICAL LEAVE ACT (FMLA)

Family Medical Leave Act (FMLA) leave will be granted as provided by law.

5.05 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

An employee who seeks to be absent from work for reasons that are not addressed by an applicable Federal and/or State leave law must request an unpaid leave of absence in accordance with the following:

(a) Unpaid leaves of absence lasting fourteen (14) calendar days or less must be approved in advance in writing by the Department Head. Unpaid leaves of absence greater than fourteen (14) calendar days must be approved in advance in writing by the County Administrator and the Department Head.

(b) A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's Department Head.

(c) The County will not contribute to the health insurance premium. During the unpaid leave of absence, the employee will pay the full premium to the group health insurance plan. The payment schedule shall be determined by the County's Human Resources Department

(d) The County reserves the right to deny an unpaid leave of absence and to deny the extension of such a leave.

(e) An employee granted an unpaid leave of absence will be expected to return to his/her normal assigned duties upon the expiration of the leave unless a legal process requires a different result. An employee on an unpaid leave of absence is subject to layoff to the same extent as when at work in regular service.

5.06 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law. The employee will be required to supplement temporary disability payments with accrued paid leave to an amount whereby the combined amounts are equivalent to full pay. When all accrued paid leaves are exhausted the County will continue to pay the

County's share of the employee's health insurance premium up to one (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

5.07 FAMILY DEATHS

When a for cause or probationary employee is absent due to a death in the family, the employee shall receive up to five (5) days paid leave on the following conditions:

(a) The appointing authority was notified on the first day of such absence.

(b) The appointing authority has ascertained that the absence is reasonably related to a death in the employee's family. Family is defined as spouse, child, mother, father, brother, sister, grandparent, grandchild, and those family relationships recognized by law such as in-law, half, step, adopted and foster family members.

5.08 VACATION

Paid vacation is exclusively a benefit for regular probationary and for cause employees. Vacation shall be granted on the following terms and "days" shall refer to eight (8) hour workdays.

(a) Accrual shall be computed from the date of hire:

1. During the first (1st) through second (2^{nd}) year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.

2. During the third (3rd) through seventh (7th) year of compensated continuous service, an employee shall accrue fifteen (15) days of vacation.

3. During the eighth (8th) year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.

4. In any accounting period the County will first accrue vacation earned to the employee's record before charging vacation taken.

(b) The balance of accrued unused vacation leave for any employee shall be limited to the number of days equal to twice (2x) the current year's rate of accrual. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.

(c) In the event an employee was prevented from taking a scheduled vacation, due to a County need, which results in the employee exceeding the accrual limit the employee will continue to earn vacation in excess of the maximum limit for a period no longer than six (6) months. During the extension time the employee and the department management will cooperate in developing a vacation use schedule to bring the employees vacation accrual balance at or below the maximum allowed accrual.

(d) Reasons to extend a vacation accrual limit may include but not be limited to the following.

1. The employee was required to work as a result of an operational need or an emergency.

2. The employee was assigned to work of a priority or critical nature an extended period of time.

3. The employee was absent on full salary for compensable injury pursuant to Section 5.06 of this Agreement.

4. The employee was on jury duty.

5. The employee was prevented by the department head or designee from utilizing accrued vacation.

(e) Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave.

Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each year. Except in case of emergency no employee shall be denied the opportunity to take off each year two thirds (2/3) of the employee's annual vacation accrual, nor denied the opportunity to take off at least five (5) consecutive days each year.

If an employee's vacation accumulation will exceed the vacation cap at any time the department head or designee has the right to order the employee to take vacation.

(f) The Department Head will define a thirty (30) day window period each calendar year at which time employees may bid for their first choice preference of continuous block of vacation time. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation

period in order of seniority (defined as total months of County service in the classification in the department). When two or more employees have the same amount of classification seniority, departmental seniority will be used to break the tie.

(g) Each department head or designee will make every effort to act on vacation requests in a timely manner.

(h) Vacations will be canceled only when operational needs require it.

(i) Upon death, retirement, layoff, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued vacation leave. The value of the accrued vacation leave shall be based upon the employee's hourly wage at the end of employment.

Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours.

5.09 HOLIDAYS

The following holidays are recognized holidays. On such holidays employees shall be entitled to time off with regular pay at a rate of eight (8) hours per holiday: An employee working a regular schedule different from eight hours (8) per day may supplement holiday hours with vacation or Compensatory Time Off to make a full day.

January 1, New Year's Day
The third Monday in January, Dr. Martin Luther King, Jr. Day
February 12, Lincoln's birthday;
The third Monday in February, Presidents' Day;
The last Monday in May, legal observance of Memorial Day;
June 19, June Juneteenth
July 4, Independence Day;
The first Monday in September, Labor Day;
The second Monday in October, Columbus Day;
November 11, Veterans' Day
The day in November that is the legal observance of Thanksgiving.
The day in November following Thanksgiving;
December 24, Christmas Eve
December 25, Christmas Day; and
Three (3) floating holidays to be approved in advance by the Department Head.

If January 1, February 12, July 4, November 11, or December 25 falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be a holiday.

When December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday.

5.10 DISABILITY LEAVE

An employee who has become temporarily disabled, for any reason, shall have the right to disability leave not to exceed four (4) months inclusive in the Family Medical Leave Act provisions of this agreement, or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by County paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense.

Safety members of the County's retirement plan may receive industrial disability leave on the terms and conditions required by California Labor Code Section 4850.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

(a) The County shall submit an application for disability retirement for the employee under Government Code Section 21023.5, unless the employee elects otherwise; or

(b) The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or

(c) The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.11 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

(a) The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.

(b) If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall

receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

6.00 GRIEVANCE AND APPEAL PROCEDURE

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Union may act as a grievant in its own behalf or in behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7)

working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two 2 may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Union Representative (or the employee if not represented by the Union, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel. The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law Judge shall be shared equally between the County and Union or the County and the appellant if the Union is not representing the appellant.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing; the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation.

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

7.00 MISCELLANEOUS

7.01 TOOL ALLOWANCE

In July of each year, classifications currently receiving a tool allowance shall receive seven hundred fifty dollars ($750) per year. Expanded eligibility for tool allowance beyond the current

classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

7.02 CLOTHING

(a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner or be subject to disciplinary action.

(b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.

(c) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanics I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency, and service provider to be determined by the Public Works Director.

(d) Each July 1, the County shall provide a Safety-Clothing/Boot Allowance of Six Hundred Dollars ($600.00) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments.

Provided, however, that the July Safety-Clothing/Boot Allowance paid to an employee who has worked less than a full year preceding the payment date, shall be reduced on a prorated basis on the portion of the preceding year actually worked. Provided further, that if an employee separates from the County employment with less than one full year of employment with the County in an eligible classification, a prorated than one full year of employment with the County in an eligible classification, a prorated portion of any Safety-Clothing/Boot Allowance paid to that employee shall be reimbursed to the County from the employee's final paycheck in an amount equal to that part of the year not actually worked.

7.03 PROGRAM FOR BONUSES FOR COST-SAVING IDEAS

During the term of this agreement, the County shall implement a program to reward employees with bonuses for ideas which prove to be cost saving ideas for the County. Implementation shall be done in a manner acceptable to the County. The County shall not be obligated to fund the program with more than five hundred dollars ($500) per fiscal year unless a higher level of funding or a percentage formula is adopted by mutual written assent.

7.04 FURLOUGH RULE

The County reserves the right to furlough an employee or group of employees, without pay, under the following provisions:

(a) A furlough may be ordered only to compensate for a budget issue.

(b) The Department Head may furlough an employee or group of employees upon approval of the County Administrator.

(c) An employee furloughed by the Department Head shall be non-compensated during a furlough period but shall not suffer a reduction in non-salary related benefits of seniority.

(d) The maximum number of furlough days during a fiscal year shall not exceed thirteen (13) days per employee. Provided, however, this subdivision (d) will not apply during such time as County has implemented a nine-hour day, four-day workweek ("4-9s workweek") for the employee. A 4-9s workweek shall provide that the employee have three (3) consecutive days off.

(e) An employee shall not be furloughed more than one (1) day in any pay period.

(f) Furlough time shall be in full day increments for full time employees and prorated for part time employees.

(g) An employee is to be notified in writing by the Department Head at least ten (10) days prior to the assigned furlough day or days.

(h) Whenever possible, considering needs of the department, the Department Head will give consideration to an employee's choice in selecting the furlough day or days.

(i) The Department Head shall not use the furlough rule as a form of disciplinary action or to discriminate against an employee.

(j) The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

7.05 PER DIEM

The County will make a per diem reimbursement for County business travel which will be updated annually by October 1st with the IRS rates.

8.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the service performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of Plumas County. The Union agrees that during the term of this agreement, under no circumstances will the Union recommend, encourage or cause its members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (herein collectively called job action) in any office or department of the County of Plumas, nor to

curtail, restrict or interfere any work or operation of the County.
In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to the job action, until the job action has ceased. In the event of any job action, by any unit member during the terms of this Memorandum of Understanding, the Union, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Union promptly and in good faith performs the obligations of this section, and providing that the Union has not otherwise authorized, permitted or encouraged any job action the Union shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours and terms, and conditions of employment not covered by this Memorandum of Understanding shall remain the same for its term.

Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding, neither party shall be compelled to bargaining with the other concerning any mandatory bargaining issue, whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Union and adopted by resolution of the Plumas County Board of Supervisors. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions, or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby and the parties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 TERM

The term of this Memorandum of Understanding shall become effective from January 1, 2024 through June 30, 2025.

SIGNATURES

UNION

Shannon Starr
OE3 Business Agent

Date

Time Neep-Director of Public Health Employees

Date

Robert Thorman
Employee Representative, Public Works Mid-Management & Supervisors Bargaining Unit

12/13/23
Date

SIGNATURES

COUNTY OF PLUMAS

Jack Hughes
Chief Negotiator

Date

Debra Lucero
Chief Administrator – Plumas County

Date

Appendix A

Public Works Mid-Management & Supervisor Unit Job Classifications

Assistant Director of Public Works
Deputy Director of Public Works
Equipment Maintenance Supervisor
Public Works Administrative Services Officer
Public Works Fiscal Officer/Administrative Services Manager
Public Works Maintenance Supervisor

RESOLUTION NO. 2023- _____

RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT OF INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #3 PUBLIC WORKS MID-MANAGEMENT & SUPERVISOR UNIT

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the General Unit represented by International Union of Operating Engineers Local #3 Public Works Mid-Management & Supervisor Unit 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. The period covered under this tentative agreement is January 1, 2024 to June 30, 2025.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the Public Works Mid-Management & Supervisor 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 Public Works Mid-Management 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 19th day of October 2023 by the following vote:

AYES:
NOES:
ABSENT:

ATTEST:

_____
Greg Hagwood Chair, Board of Supervisors

Allen L. Hiskey, Clerk of the Board

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **December 19, 2023**

SUBJECT: **Appoint Dan Greenwood to the Beckworth Fire Protection District Board of Directors.**

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

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Attachments:

1. Greenwood, Dan ltr

BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN, DISTRICT 1
KEVIN GOSS, DISTRICT 2
TOM MCGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIRMAN, DISTRICT 4
JEFF ENGEL, DISTRICT 5

December 19, 2023

Dan Greenwood
83733 Hwy 70
Beckworth, CA 96129

Re: Appointment to the Beckworth Fire Protection District Board of Directors representing District 1

Mr. Dan Greenwood,

On December 19, 2023, the Board of Supervisors appointed you to the Beckworth Fire Protection District Board of Directors.

Plumas County and the Board of Supervisors would like to thank you for your commitment to serving as a member of this Board.

Sincerely,

Greg Hagwood
Chair, Board of Supervisors

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **December 19, 2023**

SUBJECT: **Appoint Tyler McGarr to the Beckworth Fire Protection Board of Directors.**

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

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Attachments:

1. McGarr, Tyler (ltr)

BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN, DISTRICT 1
KEVIN GOSS, DISTRICT 2
TOM MCGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIRMAN, DISTRICT 4
JEFF ENGEL, DISTRICT 5

December 19, 2023

Tyler McGarr
79497 Wendrill Road
Portola, CA 96122

Re: Appointment to the Beckworth Fire Protection District Board of Directors representing District1

Mr. Tyler McGarr,

On December 19, 2023, the Board of Supervisors appointed you to the Beckworth Fire Protection District Board of Directors.

Plumas County and the Board of Supervisors would like to thank you for your commitment to serving as a member of this Board.

Sincerely,

Greg Hagwood
Chair, Board of Supervisors

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **December 19, 2023**

SUBJECT: **Appoint Todd Solomon to the Plumas Eureka Community Services District Board of Directors**

Recommendation:

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Background and Discussion:

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Action:

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Fiscal Impact:

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Attachments:

1. Solomon, Todd (ltr)

BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN, DISTRICT 1
KEVIN GOSS, DISTRICT 2
TOM MCGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIRMAN, DISTRICT 4
JEFF ENGEL, DISTRICT 5

December 19, 2023

Todd Solomon
203 Sugar Pine Drive
Blairsden, CA 96103

Re: Appointment to the Plumas Eureka Community Services District Board of Directors

Mr. Todd Solomon,

On December 19, 2023, the Board of Supervisors appointed you to the Plumas Eureka Community Services District Board of Directors.

Plumas County and the Board of Supervisors would like to thank you for your commitment to serving as a member of this Board.

Sincerely,

Greg Hagwood
Chair, Board of Supervisors

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **December 19, 2023**

SUBJECT: **Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9**

Recommendation:

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Background and Discussion:

On December 19, 2023, the Board of Supervisors will meet in closed session to confer with legal counsel regarding September 18, 2023, October 20, 2023, November 13, 2023, and November 28, 2023, letters received from Lewis Brisbois Bisgaard & Smith LLP. The letters allege a variety of claims, including a memo sent through the Plumas County Human Resources Department, allegations under Government Code section 54950 et seq., allegations of conflicts of interest, and alleged misconduct by Plumas County personnel.

The letters and memo referenced contain confidential personnel information, and as such cannot be publicly disclosed. This public notice in no way constitutes a waiver of the attorney-client privilege or any other legal privilege that may attach to the County's communication or work product regarding this threatened litigation.

Action:

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Fiscal Impact:

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Attachments:

None